

JOINDER AND CONSENT

THE UNDERSIGNED hereby certifies that it is the owner and holder of a Deed, Mortgage, land or other encumbrances upon the above described property which encumbrance or Mortgage is recorded in Official Records Book 5390, Page 943 of the Public Records of Polk County, Florida, and the undersigned hereby joins in and consents to the dedication of the lands described above by Declarant thereof, and agrees that its Mortgage, land and other encumbrances shall be subordinated to the above dedication subject to the limitations set forth in the Declaration of Covenants and Restrictions.

DATED this 9 day of JANUARY, 2004.

CROWN BANK

By: [Signature]
Print: GUY B. MICHEL
Its: SENIOR VICE PRESIDENT

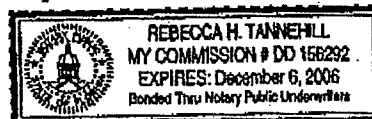
STATE OF FLORIDA)
) SS
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 9th day of January, 2004 by Guy B. Michel as SVP of Crown Bank, on behalf of Crown Bank. He/she is personally known to me and did not take an oath.

[Signature]
Notary Public, State of Florida

My commission expires:

(Notary Seal)



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JOINDER AND CONSENT

THE UNDERSIGNED hereby certifies that she is the owner and holder of a Dced, Mortgage, land or other encumbrances upon the above described property which encumbrance or Mortgage is recorded in Official Records Book 5370, Page 935 of the Public Records of Polk County, Florida, and the undersigned hereby joins in and consents to the dedication of the lands described above by Declarant thereof, and agrees that its Mortgage, land and other encumbrances shall be subordinated to the above dedication subject to the limitations set forth in the Declaration of Covenants and Restrictions.

DATED this 14 day of Jan, 2004.

Edith A. Dial
Edith A. Dial, Successor Trustee

STATE OF FLORIDA)
) SS
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 14 day of Jan, 2004 by Edith A. Dial as Successor Trustee. She is personally known to me and did not take an oath.

Alice E. Gore
Notary Public, State of Florida

My commission expires:

(Notary Seal)



ALICE E. GORE
MY COMMISSION # DD 247084
EXPIRES: October 11, 2007
Bonded Thru Budget Notary Services

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RICHARD M. WEISS, CLERK

JOINDER AND CONSENT

THE UNDERSIGNED hereby certifies that it is the owner and holder of a Deed, Mortgage, land or other encumbrances upon the above described property which encumbrance or Mortgage is recorded in Official Records Book 5390 Page 1003 of the Public Records of Polk County, Florida, and the undersigned hereby joins in and consents to the dedication of the lands described above by Declarant thereof, and agrees that its Mortgage, land and other encumbrances shall be subordinated to the above dedication subject to the limitations set forth in the Declaration of Covenants and Restrictions.

DATED this 24th day of ~~July~~, March, 2004.

DRHI, INC., a Delaware corporation
By: [Signature]
David V. Auld
Its: Division President

STATE OF FLORIDA)
) SS
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 24th day of March, 2004 by David V. Auld as Division President of DRHI, Inc.. He is personally known to me and did not take an oath.

[Signature]
Notary Public, State of Florida

My commission expires: 7-20-06

(Notary Seal)



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RICHARD M. WEISS, CLERK

KEEWIN POLK COUNTY
SANDY RIDGE PLAT

EXHIBIT A

DESCRIPTION:

That part of Section 1, Township 26 South, Range 27 East, and Section 6, Township 26 South, Range 28 East, Polk County, Florida, described as follows:

BEGIN at the North 1/4 corner of said Section 1; thence run $N89^{\circ}30'48''E$ along the North line of the Northeast 1/4 of said Section 1 and the South right-of-way line of County Road No. 532, for a distance of 1319.61 feet to the Northeast corner of the West 1/2 of the Northeast 1/4 of said Section 1; thence leaving said North line of the Northeast 1/4 run $S00^{\circ}24'01''E$ along the East line of the West 1/2 of the Northeast 1/4 of said Section 1 for a distance of 2657.41 feet to the Southeast corner of the West 1/2 of the Northeast 1/4 of said Section 1; thence run $N89^{\circ}51'46''E$ along the South line of the Northeast 1/4 of said Section 1 and the Easterly prolongation thereof for a distance of 1522.39 feet to a point on the Westerly right-of-way line of the Atlantic Coast Line Railroad Company (100' right-of-way), said point also being a point on a non-tangent curve concave Southeasterly having a radius of 12215.95 feet and a chord bearing of $S34^{\circ}44'12''W$; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of $09^{\circ}51'13''$ for a distance of 2100.90 feet to the point of tangency; thence run $S29^{\circ}30'27''W$ along said Westerly right-of-way line for a distance of 33.81 feet to the Northerly right-of-way line of North Boulevard of TOWN OF LOUGHMAN, FLORIDA, according to the plat thereof, as recorded in Plat Book 6, Page 37, of the Public Records of Polk County, Florida; thence leaving said Westerly right-of-way line run $N68^{\circ}15'37''W$ along said Northerly right-of-way line for a distance of 677.38 feet to a point on the West line of the East 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 1; thence leaving said North right-of-way line run $N00^{\circ}25'02''W$ along said West line for a distance of 174.00 feet to a point on the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 1; thence run $S89^{\circ}47'57''W$ along said South line for a distance of 990.58 feet to the Southwest corner thereof; thence run $S89^{\circ}51'31''W$ along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 1 for a distance of 328.07 feet to a point on the Northerly right-of-way line of Old Lake Wilson Road, according to Polk County Map Book 1, Page 243, of the Public Records of Polk County, Florida; thence run the following five (5) courses and distances along said Northerly right-of-way line; thence run $N42^{\circ}19'24''W$ for a distance of 79.98 feet; thence run $N40^{\circ}01'31''W$ for a distance of 100.08 feet; thence run $N42^{\circ}19'24''W$ for a distance of 500.00 feet; thence run $N42^{\circ}54'13''W$

for a distance of 100.01 feet; thence run N42°19'24"W for a distance of 18.46 feet; thence leaving said Northerly right-of-way line run N49°20'01"E for a distance of 1126.38 feet to the Southwest corner of the Northeast 1/4 of said Section 1; thence run N00°23'32"W along the West line of said Northeast 1/4 for a distance of 2149.35 feet to the Southeast corner of the Northerly 500 feet of the Northeast 1/4 of the Northwest 1/4 of said Section 1; thence run S89°30'43"W along the South line of said Northerly 500 feet for a distance of 821.51 feet; thence run N00°11'40"W along the East line of the Westerly 500 feet of said Northeast 1/4 of the Northwest 1/4 for a distance of 500.01 feet to a point on the North line of said Northeast 1/4 of the Northwest 1/4; thence run N89°30'43"E along said North line for a distance of 819.78 feet to the POINT OF BEGINNING.

Containing 181.710 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT
ARTICLES OF INCORPORATION
OF
SANDY RIDGE HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.

3 JUN -2 PM 12:22
LELAND, FLORIDA

In compliance with the requirements of Chapter 617, *Florida Statutes*, the undersigned, all of whom are residences of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purposes of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME

The name of the corporation is Sandy Ridge Homeowners Association of Polk County, Inc., hereinafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 6250 Hazeltine National Drive, Suite 102, Orlando, FL 32822.

ARTICLE III
DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

- 3.1 "Articles" shall mean these Articles of Incorporation.
- 3.2 "Association" shall mean and refer to Sandy Ridge Homeowners Association of Polk County, Inc., a Florida corporation not for profit, and its successors and assigns.
- 3.3 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.
- 3.4 "Bylaws" shall mean the Bylaws of the Association.
- 3.5 "Common Expenses" shall mean the expenses and charges described in the Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Owners.
- 3.6 "Declarants" shall mean collectively D.R. Horton, Inc., a Delaware corporation, its successors and assigns.

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CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

3.7 "Declaration" shall mean that certain Declaration of Covenants and Restrictions for Sandy Ridge Subdivision, made by the Declarants to be recorded in the Public Records of Polk County, Florida, as the same may be modified or amended from time to time.

3.8 "Development" shall mean and refer to the real property described in, and made subject to the Declaration.

3.9 "Member" shall mean the owner of lots which are the subject of the Covenants and Restrictions of Waterside Subdivision.

3.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any "Residential Lot" or "Undeveloped Lot," as defined in the Declaration, which is part of the Development.

Unless otherwise indicated, all capitalized forms herein shall have the meanings set forth in Article I of the Declaration.

ARTICLE IV RESIDENT AGENT

David Moss, whose address is 6250 Hazeltine National Drive, Suite 102, Orlando, Florida 32822, is hereby appointed the initial Resident Agent of this Association.

ARTICLE V PURPOSE AND POWERS OF THE ASSOCIATION

5.1 This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes of which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots of Dwelling Units and Common Area within the Sandy Ridge Subdivision and to promote the health, safety and welfare of the residents within the Sandy Ridge Subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Public Records of Polk County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or unity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- (g) operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with South Florida Water Management District requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein.
- (h) 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.
- (i) sue or be sued.
- (j) to contract with the provision of services which are the obligation of the Association pursuant to these Articles of Incorporation, the By-Laws, or the Declaration of Covenants & Restrictions.

5.2 All assessments shall be used for those purposes permitted by the covenants and restrictions for Concorde Estates Homeowners Association, and for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

ARTICLE VI MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Dwelling Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit which is subject to assessment by the Association.

ARTICLE VII
VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot or Dwelling Unit owned. When more than one person holds an interest in any Lot or Dwelling Unit, all such persons shall be members. The vote for such Lot or Dwelling Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot or Dwelling Unit owned. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the number of Class A votes equal the number of Class B votes; or
- (b) on January 1, 2014.

ARTICLE VIII
BOARD OF DIRECTOR

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association, and the number of directors may be changed by amendment of the Buyers of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

David Moss	6250 Hazeltine National Drive, Ste. 102 Orlando, Florida 32822
Brandy Murphy	6250 Hazeltine National Drive, Ste. 102 Orlando, Florida 32822
Robert Lawson	6250 Hazeltine National Drive, Ste. 102 Orlando, Florida 32822

At the first annual meeting the members shall elect three directors for a term of one year or until their successors are elected.

At each annual meeting thereafter the members shall elect directors for a term of two years each or until their successors are elected.

ARTICLE IX

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designed by the Board of Directors are as follows:

Name and Office

Robert Lawson, President	6250 Hazeltine National Drive, Ste. 102 Orlando, Florida 32822
David Moss, Vice President/Secretary	6250 Hazeltine National Drive, Ste. 102 Orlando, Florida 32822
Brandy Murphy, Treasurer	6250 Hazeltine National Drive, Ste. 102 Orlando, Florida 32822

ARTICLE X INDEMNIFICATION

10.1 Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such 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 any other corporation, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest 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.

10.2 Expenses of Lawsuits. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the noninterested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

10.3 Insurance. The Association shall have the power to purchase at its expense and

maintain insurance on behalf of any person who is or was a director or officer of the Association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XI AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of each class of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Agreement. If two-thirds (2/3) of each class of Members entitled to vote, as provided above, sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 13.1 through 13.3 had been satisfied.

11.6 Action Without Directors. The Members may amend these Articles without an act of the directors at a meeting for which notice of the changes to be made are given.

11.7 Limitations. No amendment shall make any changes in the qualifications for members nor the voting rights of Members without the unanimous approval in writing by all Members. No amendment shall be made that this is in conflict with the Declaration.

11.8 Filing. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Seminole County, Florida.

11.9 Dissolution. In the event the Association is dissolved, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with a purpose similar to the Association.

11.10 FHA/VA Approval. As long as there is a Class B member, the following shall require approval of either the Federal Housing Administration or the Veterans Administration: Annexation of additional properties other than the Additional Property referred to in the Declaration, mortgaging of common areas, mergers, consolidations or dissolution of the Association or amendment of these Articles of Incorporation, other than amendments to correct ambiguities or scrivener's errors.

ARTICLE XII EXISTENCE DURATION

The corporation shall commence upon filing these Articles of Incorporation with the Florida Secretary of State, Division of Corporations, and shall exist in perpetuity.

ARTICLE XIII BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the Bylaws.

ARTICLE XIV DISSOLUTION

14.1 The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association may be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

14.2 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV MERGERS AND CONSOLIDATIONS

15.1 Subject to the provisions of the Declaration and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall required two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XVI INCORPORATOR


The name and address of the Incorporator to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
DAVID MOSS	6250 Hazeltine National Drive, Suite 102 Orlando, FL 32822

ARTICLE XVII
NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 23rd day of May, 2003.

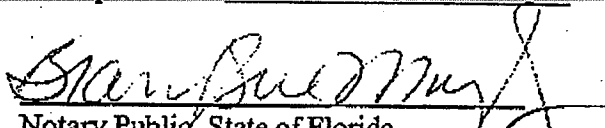


DAVID MOSS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 23rd day of May, 2003, by DAVID MOSS, who is personally known to me or has produced _____ as identification.

(SEAL)



Notary Public, State of Florida



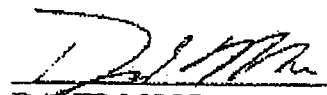
CERTIFICATE DESIGNATING REGISTERED
AGENT FOR SERVICE OF PROCESS

Pursuant to Chapters 48 and 617, *Florida Statutes*, the following is submitted in compliance with said Acts.

Sandy Ridge Homeowners Association of Polk County, Inc., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 6250 Hazeltine National Drive, Suite 102, Orlando, FL 32822, has named DAVID MOSS, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.



DAVID MOSS, Registered Agent

Dated: May 23rd, 2003

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STATE OF FLORIDA
TALLAHASSEE

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

BYLAWS
OF

EXHIBIT *C*

Sandy Ridge Homeowners Association of Polk County, Inc.

1. Definitions. When used in these Bylaws, the terms defined in the Articles of Incorporation of Sandy Ridge Homeowners Association of Polk County, Inc. ("the Articles") shall have the same meanings as defined in the Articles.

2. Identity. These are the Bylaws of Sandy Ridge Homeowners Association of Polk County, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes ("the Association").

2.1 Office. The office of the Association shall be located at 6250 Hazeltine National Drive, Suite 102, Orlando, Florida 32822, or at such other place as may be designated from time to time by the Board of Directors.

2.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2.3 Seal. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation Not For Profit", and the year of incorporation.

3. Members.

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Dwelling Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit which is subject to assessment by the Association.

3.2 Class of Members. There shall be two classes of members.

3.2.1 Class A Members. Class A members shall be all Owners of Lots, with the exception of the Declarant, and shall be entitled to one vote for each Lot or Dwelling Unit owned. When more than one person holds an interest in any Lot or Dwelling Unit, all such persons shall be members. The vote for such Lot or Dwelling Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit.

3.2.2 Class B Members. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot or Dwelling Unit owned. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- Class B votes; or
- (a) When the number of Class A votes equals the number of
 - (b) On January 1, 2012.

4. Members' Meetings.

4.1 Annual Members' Meetings. The first annual meeting of the Members shall be held on the date, at the place and at the time as determined by the Board of Directors; provided, however, that said meeting shall be held, to the extent possible, within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Association shall be held on the anniversary date of the first annual meeting; provided, however, that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Bylaws. At the first annual meeting, the Directors shall be elected to serve until the second annual meeting; and at the second annual meeting, Directors shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a Director resigns before the expiration of his term of office, each Director shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any Director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Members may also transact such other business of the Association as may properly come before them.

4.2 Special Members' Meetings. Special meetings of the Members may be called by any one of the following persons or groups:

- (a) The Board of Directors;
- (b) The holders of not less than twenty-five percent (25%) of all of the votes entitled to be voted at the meeting; or
- (c) The Declarant.

4.3 Notice of All Meetings of Members. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, Secretary, or the officer or persons calling the meeting. If the notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association, with postage thereon prepaid.

4.4 Quorum. A quorum at Members' meetings shall consist of a majority of all votes in the Association, whether recognized in person or by proxy. If a quorum is present,

the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the votes of such call of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

4.6 Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjournment meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

4.7 Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. Board of Directors.

5.1 Number. The affairs of the Association shall be managed by a Board initially consisting of three (3) directors. The number of members may be increased or decreased from time to time by amendment to these Bylaws; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.2 Term of Office. As provided in the Articles, the Members shall elect the directors for terms of one (1) year each. Each director shall hold office for the term for which he

is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

5.4 Directors' Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 Election. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled under the provisions of the Articles. The names receiving the largest number of votes for each vacancy shall be elected.

5.6 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

5.7 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.8 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or other persons, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 for the mailing of such ballots to Members.

5.9 Ballots. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.10 Ballots. Each Member entitled to vote shall receive one ballot which shall indicate thereon the number of votes which may be cast by such Member. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Section 5.11, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish such Member's right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

5.11 Election Committee; Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors. The Election Committee shall then:

(a) establish that external envelopes were not previously opened or tampered with in any way; and

(b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of ballots allowed to the Member or his proxy identified on the external envelope; and

(c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

(d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone.

The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

6. Meetings of Directors.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least semi-annually and may be held quarterly with notice of such place and hour as may

be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) directors. Not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall be posted conspicuously on the Properties forty-eight (48) hours in advance for the attention of Members. All special meetings of the Board of Directors shall be open to the Members.

6.3 Action Taken Without a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or whatever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all person participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

6.5 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.6 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 Presiding Officer. The presiding officer of directors meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of the both, the directors shall designate one of their number to preside.

6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, each of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 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 an Association, 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 appropriate to assist in the conduct of the affairs of the Association. He shall serve a chairman of all Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. Books and Records. The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

9.1.1 Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserved. This may include but not be limited to:

- (a) Professional, administration and management fees and expenses;
- (b) Taxes on Association property and Common Areas;
- (c) Expense for utility services and maintenance expenses relating to the Common Areas;
- (d) Insurance costs;
- (e) Administrative and salary expenses;
- (f) Operating capital; and
- (g) Other expenses.

9.1.2 Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

9.1.3 Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves. The operating budget shall provide separate expense and reserve figures for the Common Properties so as to permit appropriate allocation of assessments therefore among all Lots.

9.3 Depository. The depository of the Association will be such bank as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section supersede the provisions hereof.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Agreement. If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though Subsections 11.1 through 11.3 had been satisfied.

11.6 Action Without Directors. The Members may amend these Bylaws, without an act of the directors, at a meeting for which notice of the changes to be made is given.

11.7 Recording. A copy of each amendment shall be recorded in the Public Records of Polk County, Florida, as soon as possible after adoption.

11.8 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes, or with the Declaration of Articles.

12. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

Secretary

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STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true
and correct copy of the document now of
record in this office. Witness my hand and
Official Seal of
RICHARD M. WEISS, CLERK CIRCUIT COURT

By: [Signature], D.C.