

Upon recording, return to:
Melissa VanSickle Hornsby
Senior Counsel
The St. Joe Company
3800 Esplanade Way, Ste. 330
Tallahassee, Florida 32311

Cross-References: Original By-Laws:	Book 2432
	Page 1637
Amended and Restated Declaration:	Book 3513
	Page 0561

AMENDED AND RESTATED BY-LAWS OF SOUTHWOOD RESIDENTIAL COMMUNITY ASSOCIATION, INC.

THESE AMENDED AND RESTATED BY-LAWS are made as of the date set forth below by The St. Joe Company, a Florida corporation ("Declarant").

W I T N E S S E T H

WHEREAS, the By-Laws of Southwood Residential Community Association, Inc. ("Original By-Laws"), were recorded in Deed Book 2432, Page 1637, *et seq.*, of the Official Records of Leon County, Florida, as Exhibit "D" to the Declaration of Covenants, Conditions, and Restrictions for The Southwood Residential Community; and

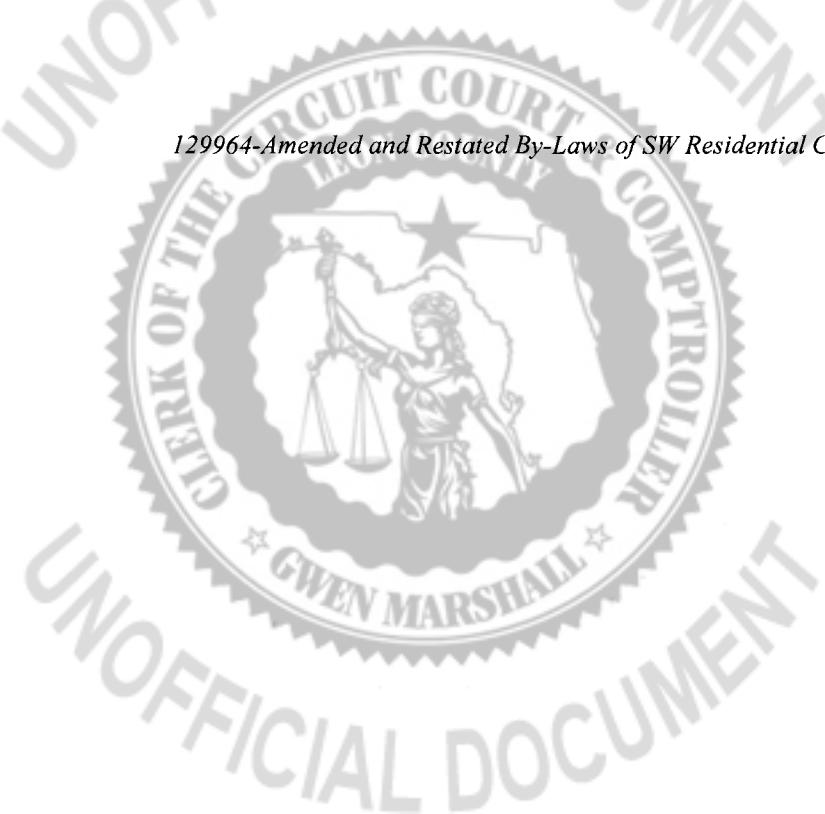
WHEREAS, pursuant to Section 6.7(a) of the Original By-Laws, the Class "B" Member may unilaterally amend the Original By-Laws during the Class "B" Control Period; and

WHEREAS, Declarant is the Class "B" Member under the Original By-Laws and the Class "B" Control Period has not ended; and

WHEREAS, on May 25, 2006, Declarant recorded that certain Amended, Restated and Integrated Declaration of Covenants, Conditions, and Restrictions and Community Covenant for the Southwood Residential Community in Deed Book 3513, Page 561, *et seq.*, of the Official Records of Leon County, Florida ("Amended and Restated Declaration"); and

WHEREAS, as indicated in the introductory "WHEREAS" paragraphs the Amended and Restated Declaration, Declarant intended to record an amendment and restatement of the Original By-Laws simultaneously with the recording of the Amended and Restated Declaration; and

129964-Amended and Restated By-Laws of SW Residential Community Association, Inc.



WHEREAS, the Amended and Restated By-Laws of Southwood Residential Community Association, Inc. attached hereto ("Amended and Restated By-Laws") were inadvertently omitted from the Amended and Restated Declaration and were subsequently approved by Declarant, as the Class "B" Member, on August 15, 2006; and

WHEREAS, Declarant desires to record the Amended and Restated By-Laws to reflect the amendment, restatement, replacement, and superseding of the Original By-Laws effective as of August 15, 2006;

NOW THEREFORE, the Amended and Restated By-Laws of Southwood Residential Community Association, Inc., attached hereto as Exhibit "A," are hereby recorded, acknowledged, and ratified effective as of August 15, 2006, and shall amend, restate, replace, and supersede the Original By-Laws as of such date.

This 1st day of May, 2009.

DECLARANT/CLASS "B" MEMBER: THE ST. JOE COMPANY, a Florida corporation

Witnessed By:

By: W.H. Jaskolski

Print Name: Melissa Hornsby

By:

Name: W.H. Jaskolski

Its: President

By: Kay Porch

Print Name: Kay Porch

State of Florida)

) ss

County of Leon)

The foregoing instrument was acknowledged before me this 1st day of May, 2009 by Bill Wier, V.P. and GM of The St. Joe Company, a Florida corporation, on behalf of the corporation. She/He is personally known to me.

By:

Name: AMY H. JASKOLSKI

Title: Notary Public [NOTARIAL SEAL]

Serial Number, if any: _____

My Commission Expires: _____

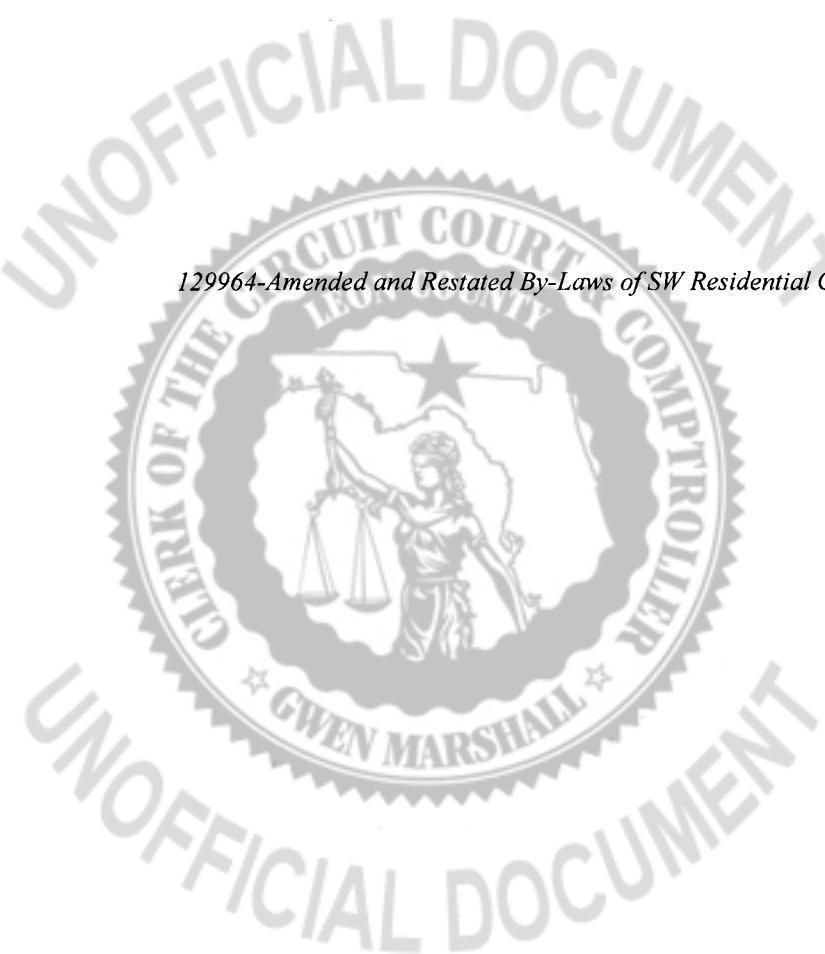
529703/Southwood/Amended and Restated By-Laws



EXHIBIT "A"

**AMENDED AND RESTATED
BY-LAWS OF SOUTHWOOD RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

[Attachment follows]



129964-*Amended and Restated By-Laws of SW Residential Community Association, Inc.*

**SOUTHWOOD RESIDENTIAL COMMUNITY ASSOCIATION, INC.
UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS**

The undersigned, being all of the members of the board of directors of SouthWood Residential Community Association, Inc., a Florida not for profit corporation (the "Association"), hereby consents to and approves the following actions taken and resolutions adopted without a meeting, all in accordance with the Association's Bylaws and the Florida Not for Profit Corporation Act, as amended:

RESOLVED, that the Association approves the Amended and Restated Declaration of Covenants dated April 28, 2006 and recorded in the Official Records of Leon County at Book 3513, Page 561.

RESOLVED, that the Association approves the Amended and Restated By-laws attached hereto as Exhibit "A".

RESOLVED, that the Association acknowledges the dissolution of SouthWood Community Council, Inc. ("Council") and hereby accepts all assets and obligations of the Council.

All actions taken in accordance with this Unanimous Consent shall be effective as of April 28, 2006.

Date: August 14, 2006.

Bill Frey
Bill Frey
Jerry Farsey
Jerry Farsey
Scott Sanders
Scott Sanders

113761v1



UNOFFICIAL DOCUMENT

**AMENDED AND RESTATED
BY-LAWS
OF
SOUTHWOOD RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

Article I: Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is Southwood Residential Community Association, Inc. ("Association").

1.2. Principal Office.

The Association's principal office shall be located in Leon County, Florida. The Association may have other offices, either within or outside Florida, as the Board of Directors determines or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall have their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Amended, Restated and Integrated Declaration of Covenants, Conditions, and Restrictions and Community Covenant for the Southwood Residential Community (as amended and supplemented from time to time, the "Declaration"), unless the context indicates otherwise. The term "Act," as used in these By-Laws, means Florida Statutes, Title 40 (Real and Personal Property), Chapter 720 (Homeowners' Associations), as amended from time to time.

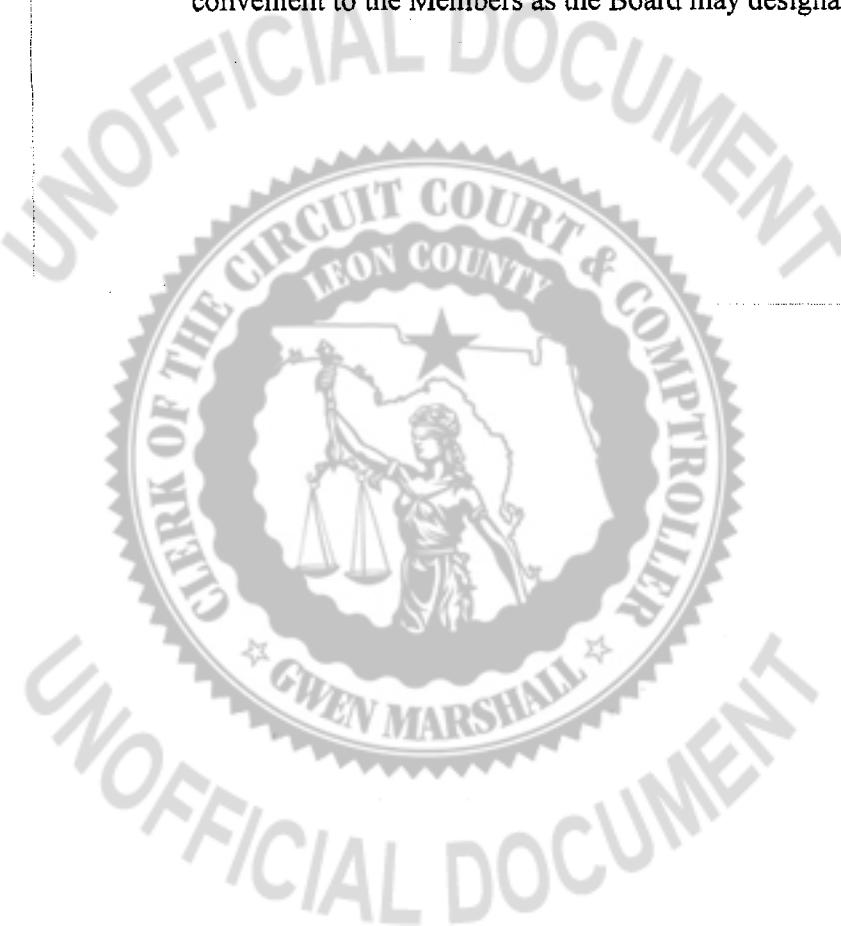
Article II: Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration. Provisions of the Declaration pertaining to membership are incorporated by this reference. Any reference in these By-Laws to "Neighborhood Representatives" shall be deemed to refer to the Members if a Neighborhood Representative has not yet been elected for the Neighborhood or if the matter in question otherwise requires the vote or presence of the Members personally.

2.2. Place of Meetings.

The Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate.



2.3. Annual Meetings.

The Board shall schedule regular annual meetings to occur within 120 days after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine. Annual meetings may be conducted electronically (*i.e.*, *via* the Internet, intranet, or teleconference) if, and to the extent, permitted by law.

2.4. Special Meetings.

The President may call a special meeting of the Association. It also shall be the President's duty to call a special meeting if so directed by Board resolution or upon petition of Neighborhood Representatives representing at least 10% of the Association's total Class "A" votes; provided, the Neighborhood Representatives must deliver to the Association's Secretary at least one written demand for the meeting, describing the meeting's purpose. It shall also be the President's duty to call a special meeting of the Members within any Neighborhood if so directed by Board resolution or upon a written petition of Members representing at least 10% of the total votes in the Neighborhood.

If the President does not send notice of a special meeting pursuant to Section 2.5 within 30 days after the date written petition is delivered to the Association's Secretary, any Neighborhood Representative signing the demand may set the time and place of the special meeting and give the Association notice pursuant to Section 2.5.

2.5. Notice of Meetings.

The Association's Secretary shall cause written notice stating the place, day, and hour of any Association meeting to be given in any manner permitted by Florida law. If permitted, notice may be posted in a conspicuous, prominent place within Southwood, delivered by hand delivery, or sent by facsimile, electronic mail, or other electronic communication device, or such other manner which is reasonably calculated, as determined in the Board's discretion, to provide personal notice to the Neighborhood Representatives and/or Members entitled to notice. Notice shall be given at least 10 but less than 50 days before the date of the meeting, by or at the direction of the President, the Secretary, or the officers or Persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice.

If posted, notice shall be deemed delivered when posted. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Neighborhood Representative or Member at his or her address as it appears on the Association's records, with postage prepaid. If sent by facsimile, electronic mail, or such other electronic communication device, notice shall be deemed delivered when transmitted to the Neighborhood Representative or Member at his or her address or number as it appears on the Association's records. Failure to receive actual notice of an Association meeting shall not affect the validity of any action taken at such meeting.



2.6. Waiver of Notice.

Waiver of notice of an Association meeting shall be the equivalent of proper notice. Any Neighborhood Representative may waive, in writing, notice of any Association meeting, either before or after such meeting. A Neighborhood Representative's attendance at a meeting shall be deemed a waiver by such Neighborhood Representative of notice of the meeting unless the Neighborhood Representative specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

If the Association cannot hold a meeting because a quorum is not present, a majority of the Neighborhood Representatives who are present may adjourn the meeting to a time at least five but not more than 30 days from the date called for the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Neighborhood Representatives notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Neighborhood Representatives present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Neighborhood Representatives to leave less than a quorum, provided that at least a majority of the votes required to constitute a quorum approve any action taken.

2.8. Voting.

Members shall have such voting rights as are set forth in the Declaration, which provisions are incorporated herein by this reference. Until such time as the Board first calls for election of a Neighborhood Representative for any Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Lots on any issue as to which a Neighborhood Representative representing the neighborhood would be entitled to vote, and the term "Neighborhood Representative" shall include all such Owners.

Neighborhood Representatives may vote at a meeting by voice vote or ballot or may vote by mail without the necessity of a meeting, as determined by the Board; provided, the Board shall hold meetings when required by the Declaration, these By-Laws, or Florida law. Votes for the election of directors shall be cast by secret written ballot. All Member votes cast at meetings are subject to the quorum requirements of Section 2.11. The Board may permit votes to be cast electronically (*i.e.*, *via* the Internet, intranet, or electronic mail) with sufficient verification of authenticity and if permitted by law.



2.9. Proxies.

Neighborhood Representatives may not vote by proxy but only in person or through their designated alternates. On any matter as to which a Member is entitled personally to cast the vote for his Lot, such vote may be cast in person or by proxy, subject to Florida law.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is an individual; or (c) 90 days from the meeting date for which the proxy was originally given, unless the proxy specifies a shorter period.

2.10. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.11. Quorum.

Except as these By-Laws or the Declaration otherwise provide, the presence of Members, either personally, by proxy, or through Neighborhood Representatives, representing 30% of the total Class "A" votes in the Association shall constitute a quorum at all Association meetings.

2.12. Conduct of Meetings.

The President or other Board designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Association's minute books. Owners may tape record or videotape Association meetings subject to reasonable rules the Board imposes.

2.13. Action Without a Meeting.

Without holding a meeting pursuant to Sections 2.3 or 2.4, Neighborhood Representatives may take any action that the Governing Documents or Florida law require the Members to take at a meeting (subject to any limitations imposed under the Declaration), if Neighborhood Representatives representing at least 80% of the Association's Class "A" votes sign a written consent specifically authorizing the proposed action. The Association need not give prior notice



before soliciting such consent; provided, the Association must send written consent forms to all Neighborhood Representatives. Neighborhood Representatives shall sign, date, and deliver such consents to the Association within 60 days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file such consents with the Association's minutes and the consents shall have the same force and effect as a vote of the Neighborhood Representatives at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Neighborhood Representatives entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article III: Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Composition.

The Board of Directors shall govern the Association's affairs. Each director shall have one vote. Except for directors appointed by Declarant, directors shall be Members or residents of the Residential Community. A director must be at least 18 years old. In the case of a Member who is not an individual, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no more than one such representative of any Member, nor more than one occupant of a particular Lot, may serve on the Board at any one time, except in the case of directors the Class "B" Member appoints.

3.2. Number of Directors.

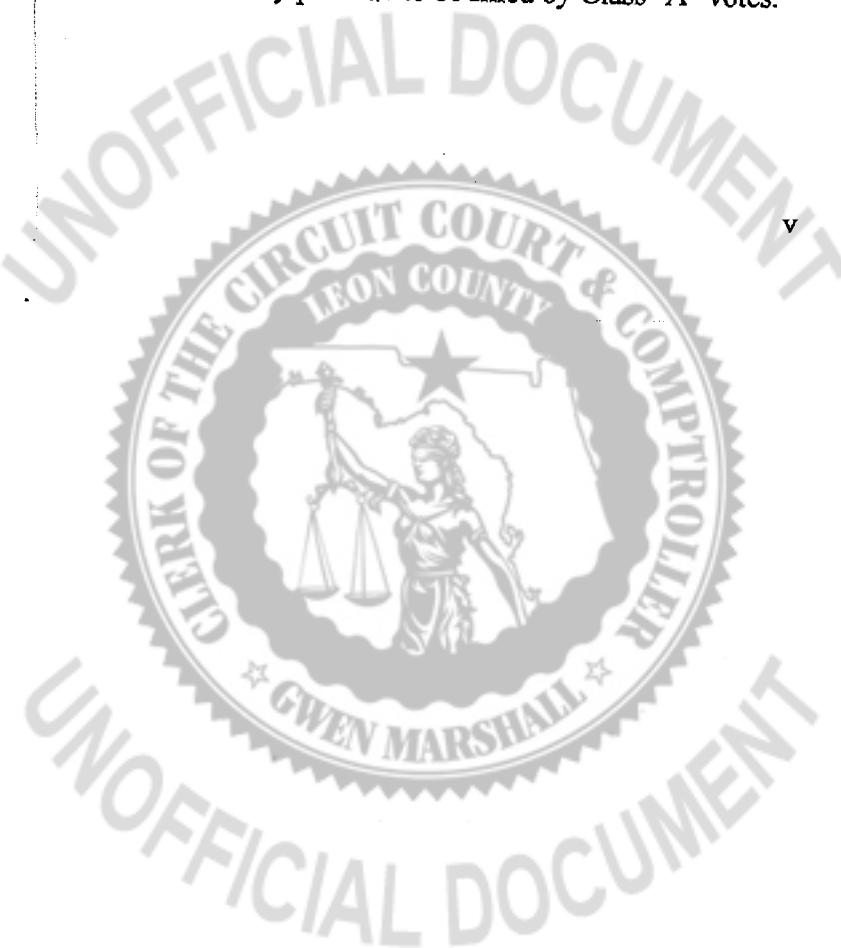
The Board shall consist of no more than seven Class "A" Member-elected directors. Declarant may appoint additional directors. The exact number of directors will depend on the number of Voting Groups created. One director shall be elected from each Voting Group. The initial Board shall consist of the three directors identified in the Articles of Incorporation.

3.3. Directors During Class "B" Control Period.

The Class "B" Member shall have complete discretion in appointing its directors under Section 3.5. Class "B" Member-appointed directors shall serve at the pleasure of the Class "B" Member.

3.4. Nomination and Election Procedures.

(a) **Nominations and Declarations of Candidacy.** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes.



The Board also may appoint a Nominating Committee to make nominations for election to the Board. A Nominating Committee, if appointed, shall consist of a chairperson, who shall be a Board member, and three or more Owners or representatives of Owners. Any Nominating Committee shall serve a term of one year or until its successors are appointed. The names of the Nominating Committee members shall be announced in the notice of each election.

In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Neighborhood Representatives at such election. The Nominating Committee shall nominate separate slates for the directors, if any, to be elected at large by all Neighborhood Representatives and for the director(s) to be elected by the Neighborhood Representatives within each Voting Group. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Neighborhood Representatives and to solicit votes.

(b) Election Procedures. A Neighborhood Representative may cast the votes assigned to the Lots which it represents for each position to be filled from the slate of candidates on which he or she is entitled to vote. Cumulative voting is not allowed. That number of candidates which equals the number of positions to be filled and receiving the greatest number of votes shall be elected.

3.5. Election and Term of Office.

Except as these By-Laws or the Declaration may otherwise specifically provide, election of directors shall take place at the Association's annual meeting. Notwithstanding any other provision of these By-Laws:

(a) As provided in Article VI of the Declaration, Declarant shall appoint an At-Large Representative not later than such time as Class "A" Members other than Builders own 25% of the Lots anticipated for the Residential Community under the Master Plan, or whenever the Class "B" Member earlier determines. At such time, one of the Class "B" Member-appointed directors shall resign, and the At-Large Representative shall serve as a director. The remaining two directors shall be Class "B" Member appointees. Until the happening of the event described below in subsection (b), At-Large Representatives shall serve one-year terms on the Board and shall be succeeded by the most recently elected At-Large Representative.

(b) Within 30 days after Class "A" Members other than Builders own 50% of the Lots anticipated for Southwood under the Master Plan, or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. At such time, an additional At-Large Representative shall be elected and both At-Large Representatives shall serve as directors. Notwithstanding the above, the terms on the Board of the At-Large Representatives shall coincide



with their two-year terms as At-Large Representatives. Upon expiration of their respective terms, and if not re-elected, their successors as At-Large Representatives shall serve as directors for like terms. The remaining three directors shall be Class "B" Member appointees.

(c) Not later than the first annual meeting after the termination of the Class "B" Control Period, not more than five Voting Groups shall be created in accordance with the Declaration, and the Board shall hold an election at which the Neighborhood Representatives from each Voting Group shall elect a director. In order to establish staggered terms for such directors, at least one-half of the initial directors elected from the Voting Groups shall serve two-year terms and the remainder shall serve one-year terms, as such directors determine among themselves. In addition, the At-Large Representatives shall continue to serve as directors and shall serve two-year terms.

In the event the above results in an even number of directors, the Board members, by majority vote, shall elect one additional director. In the event of a tie in such voting, the Board President shall appoint the remaining director from among the candidates under consideration.

For so long as Declarant or any Affiliate of Declarant owns at least five percent of the Lots permitted under the Master Plan for all phases of the development of the Residential Community, the Class "B" Member may appoint one director. Thereafter, the director appointed by the Class "B" Member shall resign.

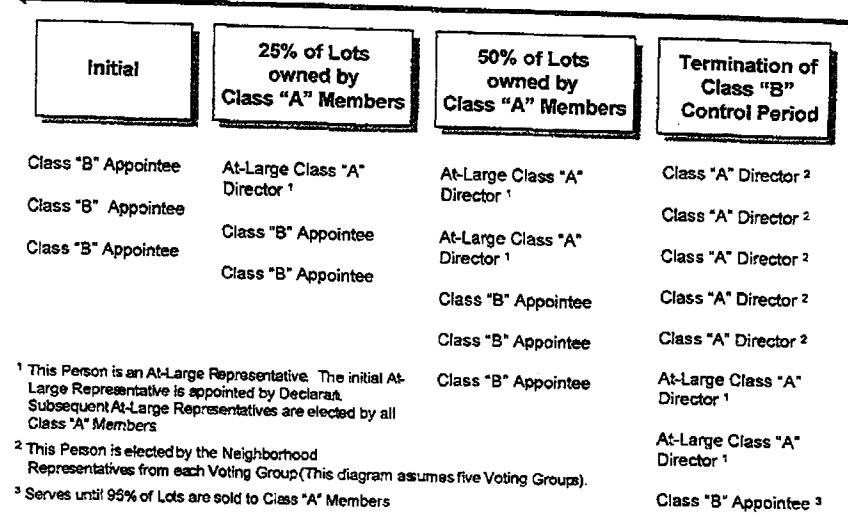
Upon expiration of the initial and all subsequent terms of the director elected from within a Voting Group, the Neighborhood Representatives entitled to elect such directors shall elect successors to serve two-year terms. Notwithstanding the stated length of any term, directors shall hold office until their respective successors have been elected. Directors may not serve more than two consecutive two-year terms.

Notwithstanding the above, the Board, as deemed necessary or convenient in the exercise of its reasonable discretion, may adjust the commencement of director terms (as staggered) to begin at the same time each year.

The directors which are not appointed by the Class "B" Member are referred to collectively as "Class "A" Directors."



**COMPOSITION OF BOARD OF
SOUTHWOOD
RESIDENTIAL COMMUNITY ASSOCIATION, INC.**



3.6. Removal of Directors and Vacancies.

Any Class "A" Director may be removed, with or without cause, by the vote of Class "A" Members or Neighborhood Representatives, as applicable, holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members or Neighborhood Representatives entitled to elect the director so removed to fill the vacancy for the remainder of such director's term. Class "A" Directors may not be removed by the Class "B" Member.

Any Class "A" Director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or occupies a Lot for which assessments are so delinquent) in the payment of any assessment or other charge due the Association may be removed by a majority vote of the Board, excluding the director at issue. If the director is removed, the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members or Neighborhood Representatives entitled to fill such directorship may elect a successor for the remainder of the term.

Any Board-appointed director shall be selected from within the Voting Group represented by the director who vacated the position, if applicable.

This Section shall not apply to directors the Class "B" Member appoints nor to any director serving as Declarant's representative. The Class "B" Member or Declarant shall be entitled to



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appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member or Declarant.

B. Meetings.

3.7. Organizational Meetings.

The Board shall hold its first meeting following each annual membership meeting within 10 days thereafter at such time and place as the Board shall fix.

3.8. Regular Meetings.

The Board may hold regular meetings at such time and place as the Board shall determine, but the Board shall hold at least four such meetings during each fiscal year with at least one per quarter.

3.9. Special Meetings.

The Board shall hold special meetings when called by written notice signed by the President, Vice President, or any two directors.

3.10. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone (either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director); or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least five business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Except for emergency meetings, notice of the time and place of any Board meeting shall be mailed or delivered to each Member at least seven days before the meeting or, in the alternative, posted in a conspicuous place within the Residential Community at least 48 hours in advance of the meeting, except that written notice of any meeting at which special assessments, amendments to rules regarding use of Lots, or any agenda item petitioned for by the Members pursuant to Section 3.13 will be considered, should be mailed, delivered, or electronically transmitted to each Member and posted conspicuously in the Residential Community not less than 14 days before the meeting.

In lieu of mailing or posting in the Residential Community, notice of Board meetings may be published in a community publication, or broadcast four times per hour during the required notice period on a closed-circuit television utilized by the Association, or in the case of regularly scheduled Board meetings, provided on a schedule distributed to the Members. Notice may be transmitted electronically only to those Members who have consented in writing to receive notice by electronic transmission, and then only in a manner authorized by law.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present; and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

3.11. Telephonic Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

3.12. Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these By-Laws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Conduct of Meetings; Agenda Items.

The President shall preside over all Board meetings; provided, in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall cause to be kept a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. Owners may tape record or videotape Board meetings subject to reasonable rules the Board imposes.

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If Members entitled to cast at least 20% of the total votes in the Association petition the Board in writing to address an item of business, the Board shall place the petitioned item of business on its agenda at its next regular Board meeting or at a special meeting of the Board, which shall be held within 60 days after the receipt of the petition.

3.14. Open Meetings; Executive Session.

Subject to the provisions of Section 3.15, Members and Neighborhood Representatives shall have the right to attend all meetings of the Board and to speak on certain matters for at least three minutes as set forth in Section 303 of the Act.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss with the Association's attorney matters relating to pending or threatened litigation which are protected by the attorney-client privileges, or to discuss among the Board any other matter of a sensitive nature to the extent Florida law permits.

3.15. Action Without a Formal Meeting.

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if all directors sign a written consent, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

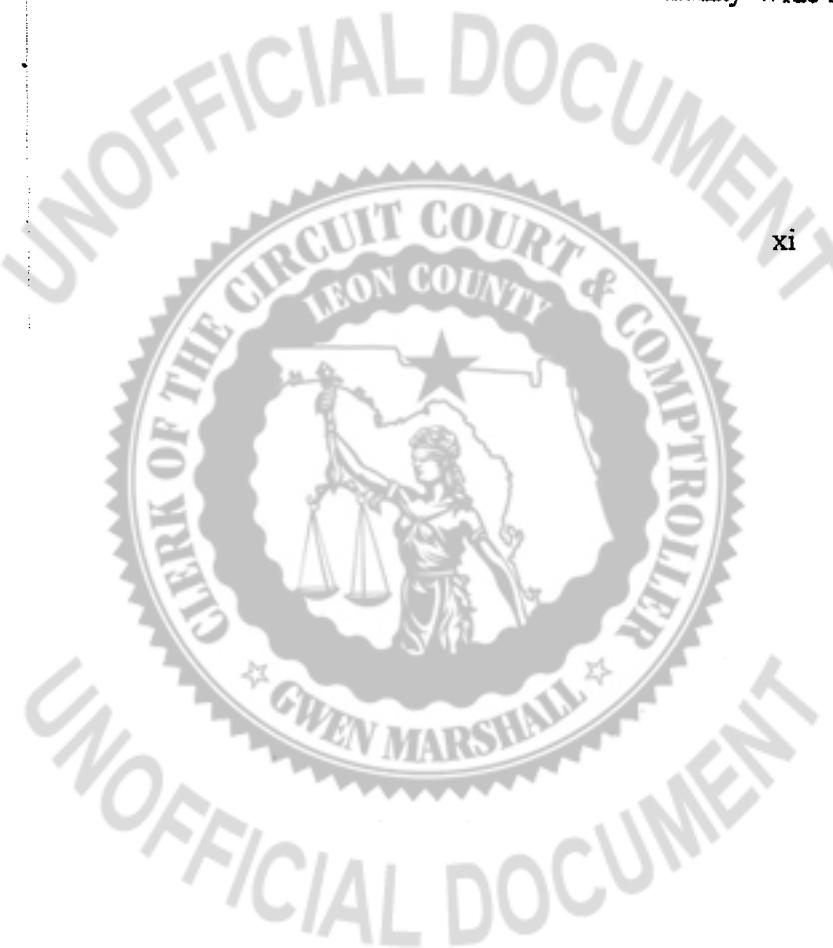
3.16. Powers.

The Board shall have all of the powers and duties necessary for administering the Association's affairs and for performing all of the Association's responsibilities and exercising all of the Association's rights as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Florida law require to be done and exercised exclusively by the Neighborhood Representatives or the membership generally.

3.17. Duties.

The Board's duties shall include, without limitation:

- (a) adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;
- (b) providing for the operation, care, upkeep, and maintenance of the Common Maintenance Area consistent with the Community-Wide Standard;



- (c) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of necessary equipment, supplies, and materials;
- (d) depositing all funds received on the Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's business judgment, in depositories other than banks;
- (e) opening bank accounts on the Association's behalf and designating the signatories required;
- (f) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;
- (g) after termination of the Class "B" Control Period, submitting for bid any planned Association expenditure (whether for capital items, services, maintenance, or otherwise) anticipated to exceed \$25,000.00 in any fiscal year; provided, the Board is not obligated to contract with or otherwise retain the services of the lowest bidder; and provided further, the Board is not obligated to submit for bid the renewal of existing contracts;
- (h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;
- (i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (j) paying the cost of all services rendered to the Association;
- (k) keeping books with detailed accounts of the Association's receipts and expenditures;
- (l) making available to any Owner, the holders, insurers, and guarantors of any Mortgage on any Lot, and any prospective purchaser of a Lot, current copies of the Governing Documents and all other Association books, records, and financial statements as provided in Section 6.4;
- (m) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of Southwood;
- (n) indemnifying an Association director, officer, or committee member, or former Association director, officer, or committee member to the extent such indemnity is required by Florida law, the Articles of Incorporation, or the Declaration; and

(o) maintaining, and retaining for the time periods required, the "official records" of the Association, as provided in Section 303 of the Act.

3.18. Compensation.

The Association shall not compensate a director for acting as such, unless the Board otherwise approves. The Association may reimburse any director for expenses incurred on the Association's behalf if approved by a majority of the other directors. In addition, subject to Section 3.27, nothing herein shall prohibit the Association from compensating a director for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a director is affiliated.

3.19. Right of Class "B" Member to Disapprove Actions.

During the period of Class "B" membership, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the Class "B" Member's sole and absolute judgment, would tend to impair rights or interests of Declarant, any Affiliate of Declarant, or Builders, interfere with development or construction of any portion of the Southwood, or diminish the level of services the Association provides.

(a) Notice. The Association, the Board, and each committee shall give the Class "B" Member written notice of their meetings and proposed actions to be approved at their meetings (or by written consent in lieu of a meeting). The notice shall comply with Section 3.10 and shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) Opportunity to be Heard. The Association, the Board, and each committee shall give the Class "B" Member the opportunity at any meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval described in this Section.

(c) Exercise of Rights. The Class "B" Member, its representatives or agents, shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, if the action is approved without a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction by the Association, the Board, or any committee. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.



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(d) Condition of Implementation. No action, policy, or program subject to the Class "B" Member's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

3.20. Management.

The Board may employ a professional management agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or those duties set forth in Section 3.17(a) (with respect to adoption of the budget). The Board may contract with or employ Declarant or any Affiliate of Declarant as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination which the Association may exercise with or without cause and without penalty at any time after termination of the Class "B" Control Period upon not more than 90 days written notice.

The Class "A" Members shall have no right to terminate a management contract during the Class "B" Control Period. Unless the Board otherwise grants such right, or unless the management contract otherwise provides, the Board may act in its discretion with respect to executing and terminating management contracts during the Class "B" Control Period. Any management contract may, among other things, authorize the managing agent to act as the Association's agent with respect to the expenditure of Association funds within the scope of the approved Association budget; provided, the managing agent shall not be permitted to spend money in excess of the budget or reallocate greater than 10% of any budget line item without the Board's prior approval.

3.21. Accounts and Reports.

The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) accounting and controls should conform to generally accepted accounting principles;
- (b) the Association's cash accounts shall not be commingled with any other accounts;
- (c) the managing agent shall accept no remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of com-



missions, finder's fees, service fees, prizes, gifts, or otherwise; the Association shall benefit from anything of value received;

(d) the managing agent shall disclose promptly to the Board any financial or other interest which it may have in any firm providing goods or services to the Association;

(e) commencing at the end of the quarter in which the first Lot is sold and closed, the Board shall prepare financial reports for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(f) an annual financial report consisting of at least the following shall be prepared after the close of each fiscal year to the extent and in the manner required under the Act.

Within 10 business days following its receipt of a written request, the Board shall provide a Member or its authorized agent with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The Association may adopt reasonable written rules governing the rights of Members to review the annual financial report, including rules governing frequency, time, location, notice, records to be inspected, the manner of any such inspection, and reasonable fees to cover costs of providing copies to the extent permitted under the Act.

3.22. Borrowing.

The Association may borrow money for any legal purpose; provided, the approval of Neighborhood Representatives representing a majority of the Class "A" votes in the Association is required if the proposed borrowing is (a) for the purpose of making discretionary capital improvements; and (b) the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.



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During the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Neighborhood Representatives representing at least 67% of the total Class "A" votes. After the Class "B" Control Period terminates, no Mortgage lien may be placed in the Common Area, nor may assessments be pledged as security for any loan, without such approval as the Declaration may require.

3.23. Right To Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, within and outside of the Residential Community.

3.24. Enforcement.

The Association may impose sanctions for any violation of the Governing Documents. To the extent the Declaration specifically requires, the Board shall comply with the following procedures prior to imposition of sanctions:

(a) Notice. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 15 days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the alleged violator challenges the violation within the allotted time period. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided, the Board or Covenants Committee may suspend any proposed sanction if the violation is cured, or if a diligent effort is made to cure, within the allotted period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If the alleged violator requests a hearing within the allotted time period, the hearing shall be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the alleged violator shall have the right to appeal the decision to the Board. To exercise this right, the alleged violator must submit a written notice of appeal to the Association's manager, President, or Secretary



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within 10 days after being informed of the results of the hearing by the Association's manager or another Board officer or representative.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, if permitted under the Declaration, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the Declaration's dispute resolution procedures, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

3.25. Board Training Seminar.

The Board may provide or provide for seminars and continuing educational opportunities designed to educate and inform directors of their responsibilities as directors. Such programs may include instruction on applicable Florida corporate and fiduciary law principles, other issues relating to administering the Residential Community's affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. Each newly elected, and each re-elected director shall be encouraged to complete a training seminar within the first six months of assuming the director position. The cost of any such seminar shall be a Common Expense.

The Board also may provide, or provide for, Owner and resident education designed to foster a better understanding of the Residential Community's governance and operations and leadership training classes designed to educate Neighborhood Representatives and Owners of the nomination, election, and voting processes and the duties and responsibilities of directors and officers.

3.26. Board Standards.

The Board shall exercise its powers in a reasonable, fair, and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. In performing their duties, directors and officers shall act as fiduciaries and shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer reasonably believes in good faith to be in, or not opposed to, the best interests of the Association. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Florida law.

The actions and determinations of the Board, or any director or officer, shall not be subject to review or other challenge if the Board or the individual director or officer:



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- (i) acts within the expressed or implied scope of the Governing Documents and such actions are not *ultra vires*;
- (ii) affirmatively undertakes to make decisions that the Board or the individual director or officer reasonably believes are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;
- (iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which the Board or the individual director or officer has a conflict of interest (beyond that which all Owners have by virtue of their ownership or occupancy of a Unit); and
- (iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

3.27. Liability.

A director or officer of the Association shall be insulated from liability to the same extent that liability of directors of corporations is limited under Florida law and the Governing Documents.

3.28. Indemnification.

The Association shall indemnify every officer, director, employee, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, employee, or committee member, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the director did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, employee, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation if such insurance is reasonably available.

3.29. Conflicts of Interest; Code of Ethics.

Unless otherwise approved by a majority of the other directors, no Class "A" Director may transact business with the Association or the Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose in writing

to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members. The Board may void any contract which creates a prohibited conflict of interest.

Notwithstanding the above, the directors appointed by the Class "B" Member may be employed by or otherwise transact business with Declarant or any Affiliate of Declarant, and Declarant and its Affiliates may transact business with the Association or its contractors.

Article IV: Officers

4.1. Officers.

The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The officers may, but need not, be Board members, Owners, or residents of the Residential Community. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the first Board meeting following each Association annual meeting. Officers shall serve until their successors are elected. Officers may not hold the same office for more than two consecutive terms.

4.3. Removal and Vacancies.

Any officer may be removed by a vote of at least 2/3 of the directors. The Board shall appoint a replacement to fill any vacancy in any office for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall supervise the preparation of the Association's budget, but shall delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

4.5. Resignation.

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



4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other Association instruments shall be executed by an officer, unless the Board provides otherwise, or by such other person or persons as the Board may designate by resolution.

4.7. Compensation.

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.18.

Article V: Committees

5.1. General.

The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution.

In an effort to encourage and incorporate a broad base of Owner and resident participation in community governance, it shall be the Association's policy that the Board create and delegate its responsibilities to committees as reasonably appropriate.

Committees shall exercise only such authority as granted by Board resolution, provided the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two consecutive two-year terms on the same committee.

5.2. Covenants Committee.

The Board shall appoint a Covenants Committee consisting of at least three members. The Covenants Committee members shall be Members of the Association who are not directors, officers, or employees of the Association or the spouse, parent, child, brother, or sister of a director, officer, or employee. Acting in accordance with the provisions of the Declaration, these By-Laws, and any Board resolutions, the Covenants Committee shall be the Association's hearing tribunal and shall conduct all hearings held pursuant to Section 3.24. The Board may not impose a fine or suspend Common Area use privileges without a majority vote of the Covenants Committee.

5.3. Neighborhood Committees.

In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, the Association shall provide to the Neighborhood in addition to those provided to all Members in accordance with the Declaration.



A Neighborhood Committee may advise the Board on any other issue but may not bind the Association on any matter. Neighborhood Committees, if elected, shall consist of at least three Members elected by the Owners of Lots within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Neighborhood shall be an *ex officio* member of the Neighborhood Committee. The Neighborhood Representative responsible for casting Member votes under the Declaration shall be the chairperson of the Neighborhood Committee, shall preside at its meetings, and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board under these By-Laws. Meetings of a Neighborhood Committee shall be open to all Owners of Lots in the Neighborhood and their representatives. Members of a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

Article VI: Miscellaneous

6.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules.

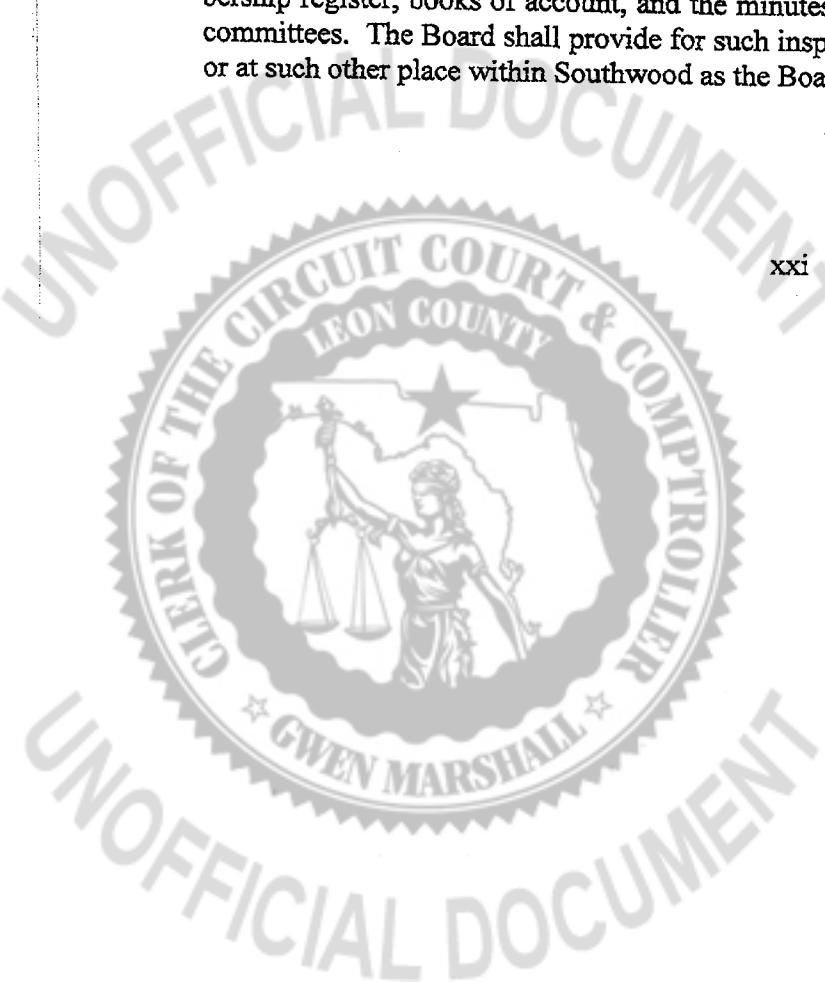
Except as may be modified by Board resolution, *Robert's Rules of Order* (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law or the Governing Documents.

6.3. Conflicts.

Conflicts between or among the Governing Documents, Florida law, and the Community Covenant shall be resolved as directed in the Declaration.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Governing Documents, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within Southwood as the Board shall designate.



(b) Rules for Inspection. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing documents requested. Records shall be made available within 10 business days of the receipt of a written request by an Owner or his or her authorized agent.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties the Association owns or controls. The director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

6.5. Notices.

Except as the Declaration or these By-Laws otherwise provide, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or by private carrier; if sent by United States mail; or, if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile, or electronic mail with written confirmation of transmission. Notices shall be delivered or sent to the intended recipient as follows:

(a) if to a Member or Neighborhood Representative, at the address which the Member or Neighborhood Representative has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or Neighborhood Representative;

(b) if to the Association, the Board, or the managing agent, at the Association's principal office, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section; or

(c) if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Notice sent in accordance with this section shall be deemed to have been duly given and effective:

(i) if sent by United States Mail, when deposited with the U.S. Postal Service, correctly addressed, with first class postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation.

6.6. Amendment.

(a) By Class "B" Member. During the Class "B" Control Period, the Class "B" Member unilaterally may amend these By-Laws. Thereafter, the Class "B" Member unilaterally may amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots. No amendment may adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

(b) By the Board. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent of Neighborhood Representatives representing at least 67% of the Association's total Class "A" votes, and the consent of the Class "B" Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon Recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its Recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant, the Class "B" Member, or the assignee of such right or privilege.

The approval requirements set forth in Article XVI of the Declaration also shall be met, if applicable.

IN WITNESS WHEREOF, the undersigned, as the Class "B" Member, has executed these Amended and Restated By-Laws of Southwood Residential Community Association, Inc., this 15th day of August, 2006.

CLASS "B" MEMBER: The St. Joe Company, a Florida corporation

By: St. Joe Towns & Resorts, L.P., a Delaware limited partnership as its authorized agent

By: St. Joe/Arvida Company Inc., a Florida corporation, as its general partner

By: Scott Sanders
Scott Sanders, Vice President

Witnessed By:

By: Melissa Hornsby
Print Name: Melissa Hornsby

Witnessed By:

By: Betsy G. Ennis-Short
Print Name: Betsy G. Ennis-Short

State of Florida)
) ss
County of Leon)

The foregoing instrument was acknowledged before me this 15th day of August, 2006, by Scott Sanders, Vice President of St. Joe/Arvida Company, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me.

By: Betsy G. Ennis-Short
Name: Betsy G. Ennis-Short
Title: Notary Public [NOTARIAL SEAL]

Serial Number, if any: _____
My Commission Expires: _____

