

NOTE: THE FOLLOWING IS A COMPILATION OF THE AMENDED AND RESTATED BYLAWS OF SAWGRASS ASSOCIATION, INC. AS AMENDED BY AMENDMENTS EFFECTIVE DECEMBER 1, 2001, JANUARY 16, 2020, AND OCTOBER 13, 2022

**AMENDED AND RESTATED
BYLAWS OF
SAWGRASS ASSOCIATION, INC.
A NON-PROFIT CORPORATION**

(The “Association”)

ARTICLE I

OFFICES

Section 1. **Principal Offices.** The principal office of the Association shall be in St. Johns County, Florida or at such other place as the Board of Directors (the “Board”) shall determine.

Section 2. **Resident Agent.** For the purpose of service of process, the Association has designated a resident agent which designation may be changed from time to time.

ARTICLE II

DIRECTORS

Section 1. **Powers.** The business and affairs of the Association shall be managed by the Board, which, in addition to the powers conferred by these Bylaws, may exercise all powers and do all acts and things as are not by statute or by the Articles of Incorporation of the Association (the “Charter”) or by these Bylaws directed or required to be exercised or done by the Resident Members. In addition to all other powers granted to the Board and/or the Association by Florida statute, the Declaration, the Charter or these Bylaws, as all may be amended from time to time, the Board is given specific authority to do the following:

(a) **Suspension of Common Area access.** The Board shall have the authority to suspend, for a reasonable period of time, the rights of a Resident Member or a Resident Member's tenants, guests, or invitees, or both, to use common areas and facilities if such individual fails to comply with any covenant, restriction, rule, or regulation contained in these Bylaws, the Charter, or the Declaration, as all may be amended from time to time, so long as all procedures regarding notice and opportunity for a hearing set forth in the Florida Statutes with respect to procedures for suspensions are complied with, as such procedures relating to suspension may be amended from time to time,

(b) Fines. The Board shall have the authority to impose a fine or fines upon any Resident Member for failure of the Resident Member, his family, guests, invitees or tenants, to comply with any covenant, restriction, rule or regulation contained in these Bylaws, the Charter, or the Declaration, as all may be amended from time to time, so long as all procedures regarding notice and opportunity for a hearing set forth in the Florida Statutes with respect to procedures for levying fines are complied with, as such procedures relating to fines may be amended from time to time,

No fine shall exceed \$100 per violation against any Resident Member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate per violation.

All fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment thereof unless an appeal of the fine is requested. The imposition of a fine shall be a debt and personal obligation of the Owner. The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments.

The notice and opportunity for a hearing requirement before levying suspensions or fines do not apply to suspensions or fines arising from failure to pay Assessments.

The imposition of a suspension or a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled to at law or in equity.

(c) Suspension of Voting Rights. The Board shall have the authority to suspend the voting rights of a Resident Member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

Section 2. **Composition and Qualifications.** The board shall be composed of not less than one (1), or more than nine (9) directors. Each director must be a resident of the State of Florida, and a Resident Member of the Association for at least two (2) years prior to taking office as a director. The definition of "Resident Member" is set forth in the Restated Sawgrass Declaration (as recorded in the public records of St. Johns County, Florida at Official Records Book 396 Page 706). Directors are elected at the Annual Meeting of Resident Members from a slate of nominees listed on a ballot prepared by the Candidate Search Committee. At the annual meeting in May 1995, there shall be elected three (3) directors to serve for one (1) year, three (3) directors to serve for two (2) years, and three Directors to serve for three (3) years. In the years succeeding 1995, directors shall be elected to serve for three (3) years. A Director shall not serve more than two (2) three (3) year terms.

Section 3. **Vacancies and Removal.** If a director is unable to complete his or her term of office, the board shall appoint a replacement to serve until the end of the three-year term of the terminating director. No director elected to the Board by the Resident Members may be removed from the Board except by action of the Resident Members.

Section 4. **Meetings.** The Board shall have its first meeting immediately after the annual meeting of Resident Members in order to elect officers. Regular meetings will be held at such time and place as determined by the Board. The President may call special meetings by notice to each director personally, by telephone, by letter, or other communication means. The directors may waive notice of any and all meetings of the board.

Section 5. **Quorum.** At all meetings of the Board, a majority of the directors shall be necessary to and shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board except as otherwise specifically provided by statute, the Charter, or these By-Laws. If a quorum shall not be present at any meeting, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. **Compensation.** The Board shall receive no salary as directors except for such fees for attendance at meetings of the Board as shall be set by the Board. Provided, however, that nothing herein shall prohibit a director from serving the Association in any other capacity and receiving compensation, therefore.

Section 7. **Committees.**

- (a) The Board may appoint such committees as it shall deem advisable and may delegate to any committee such duties and powers as the Board may determine. Among such committees are standing committees that shall serve for an indefinite period of time, from year to year, until specifically dissolved by action of the current Board. Standing committees as of January 20,2020, are Access Control, Architectural Review, Citation Enforcement, Common Property, Communications, Country Club Liaison, External Affairs, Finance, Insurance, Landscape and Waterways.
- (b) The Architectural Review Committee (the "ARC") was originally established pursuant to the terms of the Amended Sawgrass Covenants and Restrictions, Sawgrass Unit One, Blocks 1, 2, and 3, recorded in Official Records Book 243, at page 375 of the current public records of St. Johns County, Florida, and shall be a standing committee of the Association. The ARC shall have such duties, authority and functions as are prescribed by various recorded covenants and restrictions affecting individual subdivisions and condominiums located within the Sawgrass Country Club community. The ARC shall have such further duties, authority and functions as may be delegated to it by the Board pursuant to any recorded covenants and restrictions affecting any portion of the Sawgrass Country Club, and any amendments thereto. Further, the following provisions shall be applicable to the operations and activities of the ARC:
 - (i) The ARC shall be comprised of not less than three (3) members, all of whom shall be appointed by and serve at the pleasure of the Board. Members of the ARC may be comprised of Resident Owners and non-resident members. The majority of the

committee shall be Resident Owners. In addition to any actions specifically authorized by various recorded covenants and restrictions affecting portions of the Sawgrass Country Club, the ARC shall have the authority to propose reasonable rules and regulations submitted to it, including without limitation, the right to recommend a schedule of reasonable fees and a procedure for the imposition of fines against Resident Members of the Association who fail to comply with the architectural review requirements of applicable covenants and restrictions enforceable by the Association. All such rules and regulations shall not become effective until formally adopted by the Board.

- (ii) In instances where recorded covenants and restrictions applicable to a specific subdivision or condominium require architectural review of proposed plans for construction, remodeling, or repairs by a sub association, the ARC shall not be obligated to undertake any architectural review of the proposed plans until it has received written notice from the sub association evidencing its approval of same.
- (iii) Within thirty (30) days of the ARC's receipt of written notice of a sub-association's approval of proposed plans for construction, remodeling, or repairs, with a copy of the plans so approved, the ARC shall review same and provide the sub-association with notice of its approval or disapproval. Any disapproval of proposed plans by the ARC may be appealed to the Board of Directors of the Association, if the person submitting the proposed plans shall deliver a written request therefore to the Board within fifteen (15) days following the issuance of the ARC's written notice of disapproval.
- (iv) If authorized by recorded covenants and restrictions applicable to the affected subdivision or condominium, the ARC may authorize variances from compliance with any architectural restrictions contained in such recorded covenants and restrictions, or architectural review criteria applicable to the subdivision or condominium, when circumstances such as topography, technological considerations or innovation, demographic consideration, natural obstructions, hardship, or aesthetic or environmental considerations require same. Such a variance may be evidenced by a document signed by at least a majority of the members of the ARC. If such a variance is granted, no violation of the applicable recorded covenants and restrictions or architectural review criteria shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of the applicable recorded covenants and restrictions or architectural review criteria for any purpose except as to the particular property and particular provision addressed by the variance, nor shall the issuance of a variance affect in any way any person's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authorities.
- (v) The ARC shall encourage the respective subdivision and condominium associations to modify applicable architectural criteria and/or approve variances in

particular instances, where changed circumstances such as advances in technology, demographic changes, changes in availability of building materials, or similar general changes in architectural preference warrant such modifications or variances.

- (vi) If authorized by recorded covenants and restrictions applicable to the affected subdivision or condominium, the ARC may overrule a sub association's disapproval of proposed construction, remodeling, or repairs in instances where a majority of the ARC shall determine that (1) the sub association failed to apply architectural criteria applicable to the subdivision or condominium; (2) the disapproval by the sub association constitutes selective enforcement of the applicable architectural criteria; (3) the sub association has acted arbitrarily and capriciously with respect to the disapproval; or (4) the sub association has unreasonably refused to modify applicable architectural criteria or grant a variance where it is clear that changed circumstances warrant such a modification or variance.

ARTICLE III

RESIDENT MEMBERS' MEETINGS

Section 1. **Time and Place.** An Annual Meeting of Resident Members shall be held during the month of May of each year or as soon thereafter as shall be reasonably practicable, the exact time to be determined by the Board. The Resident Members shall, at the annual meeting, elect the requisite number of directors by a plurality vote, and transact such other business as may properly come before the meeting. Voting for directors shall be done by ballot mailed to the Board prior to the meeting or personally brought to the meeting. All meetings of Resident Members shall be held at a time and place set by the Board; the place being reasonably close to the Sawgrass Country Club area. Notice of each meeting of Resident Members shall be mailed to each Resident member at least ten (10) days prior to the date of the meeting and the notice shall include the exact time, date, and location of the meeting.

Section 2. **List of Resident Members.** At least ten (10) days before every election of directors, a complete list of the Resident Members, with the current address of each, shall be prepared by the Secretary and maintained at the office of current Management Company or other convenient location for examination by any Resident Member during the ten-day period. The list shall be present at the place of the annual meeting of Resident Members for inspection of any Resident Member present at the meeting.

Section 3. **Special Meeting.** Special meetings of the Resident Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Charter, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board, or at the request in writing of at least one-third of the total number of Resident Members. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a special meeting of Resident Members, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be served upon or mailed to each Resident Member at such address as appears on the books of the Association, at least ten (10) days before such meeting.

Section 4. **Quorum and Voting.**

- (a) Resident Members, except those owning property subject to the Sawgrass Declaration of Covenants re Assessments as recorded in the Official Records Book 239, page 229, and Official Records Book 246, page 424, of the public records of St. Johns County, Florida, shall be entitled to one vote for each Residential Dwelling Unit owned or Residential Unimproved Lot owned, as defined in the Restated Declaration. Where two or more persons are the joint owners of such Residential Dwelling Unit or Residential Unimproved Lot, one and only one of such persons, who shall be designated by all of such joint owners, shall become such Resident Member, entitled to vote. Where a corporation owns such Residential Dwelling Unit or Residential Unimproved lot, one representative of such corporation shall be designated to be the Resident Member, entitled to vote.
- (b) Twenty (20) percent of the Resident Members, present in person or by appropriate written proxy, shall constitute a quorum at all meetings of Resident Members for the transaction of business, except as otherwise provided by statute, charter, or these By-Laws. If a quorum shall not be present at any meeting, the Resident Members, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. When a quorum is present at any meeting, the vote of a majority of the Resident Members, present in person or by proxy, shall decide any question brought before the meeting, unless law, covenant, charter, or these By-Laws require a different vote. Whenever the vote of Resident Members at a meeting is required for any action of the Association, the meeting and the vote of Resident Members may be dispensed with, if Resident Members representing seventy-five (75) percent of the votes of the Association shall consent in writing to such action being taken.

ARTICLE IV

OFFICERS

Section 1. **General.** The officers of the Association shall consist of a President, a Vice President, a Secretary, a Treasurer, and such assistants as the Board may wish to appoint or elect. The President, Vice-President, Secretary, and Treasurer shall also be a director.

Section 2. **President.** The President shall direct the operations of the Association and, in the recess of the Board, shall have the general control and management of its business and affairs. He, (or a Vice President) shall sign or countersign all certificates, contracts or other instruments, shall make reports to the Members and the Board and shall perform such other duties as are incident to this office, or are required of him by the Board, the Charter, or applicable law. He shall have general supervision over other officers.

Section 3. **Vice-President.** A Vice-President shall be vested with all the powers and shall perform all the duties of the President in his absence, with such limitations of division of powers and duties as may be prescribed by the Board, the Charter, or the laws of Florida.

Section 4. **Secretary.** The Secretary shall be the custodian of the seal of the Association and shall be ex-officio the clerk of the Members and of the Board. He shall attend all meetings of the Members, and the Board, and shall keep accurate minutes of all meetings of the Members and the Board in a book to be kept for that purpose. He shall see that proper notice is given of all meetings of the Members and the Board. He shall perform all such other duties as may be required of him by the Board, the Charter, or the laws of Florida. The term "Secretary" shall include Assistant Secretary.

Section 5. **Treasurer.** The Treasurer shall keep full and accurate accounts of receipts and disbursements in a book belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. He shall disburse the funds of the Association under the direction of the Board taking proper vouchers for such disbursements, and shall render to the President and the Directors, an account of all or any part of his transactions as Treasurer, and of the financial condition of the Association, and shall also perform all other duties imposed upon him by the Board, the Charter, or the laws of Florida.

Section 6. **Election of Officers.** At the first meeting held after the members' meeting ~~of members~~ held in 1975, and at the first meeting held after each annual meeting of members thereafter, the Board shall elect all officers of the Association who shall hold office until their successors are elected and qualified.

Section 7. **Vacancies.** If any office shall become vacant by reason of death, resignation, disqualification, removal or otherwise, the Board, by a majority vote, may elect a successor or successors who shall hold office for the unexpired term.

Section 8. **Removal.** Any officer may be removed with or without cause by a majority vote of the Board at any meeting of the Board.

ARTICLE V

REPORTS AND FISCAL MATTERS

Section 1. **Annual Statement.** The Board shall present at each annual meeting, and when called for by the vote of the Resident Members at any special meeting of the Resident Members, a full clear statement of the business and condition of the Association. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business practices and with generally accepted accounting principles uniformly applied and copies thereof shall be furnished to each of the Resident Members.

Section 2. **Checks.** All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 3. **Fiscal Year.** The Association shall operate on a fiscal year beginning on the first day of March and ending on the last day of February of each year. The Board is expressly authorized to change from a fiscal year to a calendar year whenever deemed expedient for the best interests of the Association.

Section 4. **Seal.** The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal, Florida". Causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise may use said seal.

ARTICLE VI

MEMBERSHIP

Section 1. **Resident Members.** Resident Members are defined in Article II, Section 2, of these By-Laws. A person, firm, or corporation becomes a Resident Member automatically upon purchase of residential property in the Sawgrass Country Club area and ceases to be a Resident Member when ownership of that residential property is transferred to another person, firm, or corporation. The rights and obligations of a Resident Member cannot be transferred in any other way than those mentioned above in this section.

ARTICLE VII

ASSESSMENTS

Section 1. **Amount and Items Included.** The Board shall, from time to time, fix and determine the sums necessary and adequate for the continued ownership, operation and maintenance of the property within the property comprising the Sawgrass General Plan of Development, in accordance with the Original Declaration and in accordance with the Restated Declaration (collectively the "Covenants"), together with other common expenses not specifically designated in the Covenants and the establishment of appropriate reserve funds as the Board shall

determine. Common expenses which are to be the subject to said assessments are set forth generally in the Covenants and shall be further defined from time to time by the Board and shall include all items of expenses pertaining to the operation and maintenance of the areas used in common by all residents of property subject to the original Declaration and the Property as defined in the Restated Declaration, the operation of the Association and its expenses and expenses and liabilities incurred by the Association in connection with the indemnification of officers and directors provided for herein and in and about the enforcement of its rights or duties against Resident Members or others and the creation of reasonable contingency or reserve requirements for the protection of Resident Members.

Section 2. **Payment.** Assessments shall be collected from the Resident Members on a monthly, quarterly, annual, or other regular periodic basis, as determined from time to time by the Board. When the assessment is fixed by the Board, it shall be retroactive to the first of that fiscal year and the Resident Members shall be credited with any accrued monthly assessment charges for that year with the sums they have theretofore paid in that year. Assessment charges once fixed shall continue until changed by the Board hereunder and shall be due and payable without notice of demand not later than the tenth (10th) day from the due date for such assessments, as determined by the Board from time to time. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each of the Resident Members thereof, and payment will be due and payable without further or other notice within ten (10) days of the delivery of such notice.

Section 3. **Adjustment.** The assessment fixed and to be fixed hereunder is and shall be based upon a projection and estimate by the Board and may be in excess of or less than the actual sums required. In such event, the Board, by appropriate action, may increase or decrease the amount of any assessment and make such adjustments respecting the reserves as they shall determine, including an assessment against each Resident Member of his proportionate share of any deficiency or the distribution to each Resident Member of his proportionate share of any excess of the actual sums required together with reasonable reserves.

Section 4. **Time for Determining.** After the initial determination of the annual cash requirements of the Association, determinations thereafter shall be and on a fiscal or calendar year basis (as the Board may determine) by the Board of Directors as soon as reasonably practicable after the end of the first and each subsequent year of operation of the Association.

Section 5. **Default if Assessment.** In the event of a default by a Resident Member in the payment of any assessment, the Association shall have all rights and remedies provided by law and the Assessment covenants, and the liability of a Resident Member shall include liability for interest at 8% per annum, a reasonable attorney's fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Resident Member shall be required to pay a reasonable rental for the condominium parcel or lot pending foreclosure and sale, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the Association may bid in, acquire, hold, lease, mortgage and convey the condominium parcel or lot, as the Board may

determine. Nothing therein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE VIII

AMENDMENTS OF BY-LAWS AND CHARTER

Section 1. **By-Laws.** These By-Laws may be amended, altered, rescinded, or added to by resolution adopted by a three-fifths vote of the Board at any duly called meeting thereof at which notice of such proposed amendment shall have been given or waived by written waiver.

Section 2. **Charter.** The Charter may be amended, altered, or added to by resolution adopted by a majority vote of Resident Members present at any duly convened meeting of the Resident Members. Provided however, that no meeting shall amend, alter, or add to the Charter unless prior written notice of said meeting specifying the proposed change has been given to all Resident Members at least ten (10) days prior to the meeting or said notice is waived by written waiver.

Section 3 **Proviso.** Notwithstanding anything in this Article or in the By-Laws to the contrary, no amendment to these By-Laws or the Charter may be made which adversely affects the rights or powers of the holder of any previously recorded mortgage.

ARTICLE IX

BOOKS AND RECORDS

Section 1. **Records to be Kept.** The Association shall maintain its accounting records according to generally accepted accounting principles and said records shall be open to inspection by Resident Members at reasonable times.

Section 2. **Transfers.** The Secretary or Assistant Secretary shall act as the transfer agent to record all transfers of Membership in the Association.

ARTICLE X

MISCELLANEOUS

Section 1. **Validity.** If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 2. **Construction.** Wherever the masculine or singular form of the pronoun is used in these By-Laws it shall be construed to mean masculine or feminine, singular, or plural, wherever the context so requires or admits, and shall include and apply to a corporation.

Section 3. **Notices.** Whenever notices are required to be given to any director or Resident Member, such notice may be given in writing, by mail, by depositing the same in post office or letter box, in a post-paid sealed envelope, addressed to such director or Resident Member at such address as appears on the books of the Association, and such notice shall be deemed to be given at the time same shall be thus mailed. A waiver of any notice required hereunder signed by the person or persons entitled to such notice, whether before or after the time stated, shall be deemed equivalent thereto.

Section 4. **Delegation of Authority.** Notwithstanding the assignment of duties and functions to the Board and/or Officers set forth herein and, in the Charter, the Board, and Officers are authorized to delegate such duties and functions to a manager or other persons as they may select so long as the Board and Officers shall at all times remain primarily responsible for their respective duties, functions and obligations imposed hereunder and under the Charter.

Section 5. **Assessment Covenants.** In the event of any conflict or any inconsistency between these By-Laws and the Covenants, the terms and provisions of the Covenant shall control in respect to property subject to the Covenants and nothing herein shall be construed as a waiver or modification of any right of the Association under the Covenants as to the Property.