BYLAWS

OF

TURTLEBACK CROSSING ASSOCIATION, INC.

Adopted by the Directors

October 12, 1983

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BY-LAWS

OF

TURTLEBACK CROSSING ASSOCIATION, INC.

ARTICLE 1

General

Section 1. Definitions and Operation. These are the By-Laws of the Turtleback Crossing Association, Inc. (the "Association"), a Florida not for profit corporation, having its principal office at No. 2 Turtleback Trail, Ponte Vedra Beach, St. Johns County, Florida. Express reference is made to the Declaration of Covenants and Restrictions for Turtleback Crossing Association, Inc. (the "Declaration") where necessary to interpret, construe, and apply the provisions of these By-Laws. When interpreting these By-Laws the following shall apply:

(a) Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.

(b) Consistency. By adopting these By-Laws, this Association's Directors intend them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.

(c) Conflict. These By-Laws are to be interpreted, construed, applied, and enforced with the Articles and the Declaration to avoid inconsistencies or conflicting results. If a conflict necessarily results, the provisions of the Articles or the Declaration control anything to the contrary in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in this Association are set forth in Articles IV and V of the Articles.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "Turtleback Crossing Association, Inc." and "Corporation Not for Profit".

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January each calendar year.

Section 5. No Vested Rights. No member of this Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of title to such member's Lot.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded in the manner set forth in Article IX of the Articles of Incorporation.

Section 7. Extraordinary Action. As used in these By-Laws, the term "Extraordinary Action" means any of those matters enumerated as such in Article XII of the Articles.

ARTICLE II

Member's Meetings

Section 1. Annual Meetings. The annual meeting of this Association is held each year during the month of November, on such date and at such time and place as the Board of Directors determines.

Section 2. Special Meetings. Special Membership meetings may be called at any time by: (i) the President or the Board of Directors; or (ii) or upon the written request of the members in good standing who are entitled to cast one-fourth (1/4) of the vote of the Class A membership; or (iii) by Developer, so long as Developer is a member of the Association.

Section 3. Notice. Written notice of each members' meeting shall be given by or at the direction of the Secretary. All notices must specify the place, day, and hour of the meeting and in the case of special meeting, its purpose. Meetings may be held at such places within St. Johns County or Duval County, Florida, as may be designated by the Board of Directors.

Section 4. Manner of Notice. Notice of any meeting at which any Extraordinary Action will be considered must be given to each member not less than 30 days, nor more than 60 days, in advance. Notice of all other meetings must be given at least 15 days in advance to each member. All notices may be given by personal delivery or by mailing a copy, postage prepaid, addressed to the member's address last appearing on the Association's books.

Section 5. Special Notices. Any notice to non-members required by the Declaration may be given by mail. Mailing or delivery of notice to any co-owner is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 6. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive as to the regularity of any notice with respect to any person without actual knowledge of any defect in notice.

Section 7 Waiver of Notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A member's attendance at any meeting constitutes a waiver of all defects in notice unless the member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not regularly called.

Section 8. Quorum. The presence at a meeting of members in person or by proxy, entitled to cast one-half (1/2) of the votes of each class of membership constitutes a quorum for all purposes. Once established, a quorum is effective for all purposes notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present.

Section 9. Adjournment. If a meeting otherwise duly called and convened, with the requisite quorum present, is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. Any business may be transacted at the adjourned meeting that might have been transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 10. Record Date. Any notice of a meeting of the membership must be given to each member as shown upon the Association's books on the date such notice is given. Only those members shown as members in good standing upon the Association's books on the eleventh calendar day preceding a meeting are entitled to vote at such meeting.

Section 11. Proxies. Any member may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to the member's Lot. All proxies must be in writing, signed by the member, and expire 11 months from date unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. No person shall be permitted to vote more than five (5) proxies at a meeting. A member represented by a valid proxy at any meeting is "present" for all purposes.

Section 12. Membership List. A complete list of the members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association's office, open to inspection by any member. The list also must be produced and kept open at the time and place of the meeting for inspection by any member at any time during the meeting.

Section 13. Voting Requirements. Every act and decision done or made by a majority of the members present at a meeting duly called at which a quorum is present is the act of the membership, except for any Extraordinary Action, as to which the voting requirements of the applicable provisions of the Articles or Declaration govern.

Section 14. Joinder in Meeting of Minutes. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of the members for the purpose of approval or disapproval of any matter and the presence of such member for the purpose of establishing a quorum.

ARTICLE III

Board of Directors

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of, a Board of Directors consisting of at least three, but not more than nine, members, provided there shall not be an even number of Directors. Each Director continues in office until a successor has been elected and qualified, unless the Director sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve. Directors need not be Association members.

Section 2. Standard of Care. Each Director must perfrom all duties as a Director, including duties as a committee member: (i) in good faith; and (ii) in a manner the Director reasonably believes is in the best interests of this Association; and (iii) with such care as an ordinarily prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such Director has actual knowledge that reliance is unjustified:

(a) Officers. One or more officers, employees, or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.

(b) Professionals. Legal counsel, public accountants, or other professionals as to matters that the Director reasonably believes are within such person's professional or expert competence.

(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles, or these By-Laws, as to matters within its designated authority, which committee the Director reasonably believes merits confidence.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of such Director's duties, but no Director may be paid any compensation by this Association for services rendered to this Association as a Director.

Section 5. Nomination. Nomination for election to the Board of Directors may be made from among members or nonmembers by the Nominating Committee or from the floor at the annual meeting of the members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among members or non-members.

Section 6. Election. Election to the Board of Directors must be by secret written ballot. Each member entitled to vote for the election of Directors may cast as many votes for each vacancy as the member has under the provisions of the Declaration. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Term of Office. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 8. Removal. Any Director, or the entire Board of Directors, may be removed with or without cause at any meeting called expressly for such purpose by a majority vote of the members entitled to vote for the election of Directors.

Section 9. Vacancies. If a Director dies, resigns, is removed, or is incapacitated or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor.

ARTICLE IV

Directors' Meetings

Section 1. Regular Meetings. The Board of Directors shall meet annually during the month of November at such place and time as is fixed by Board resolution. If a regularly scheduled meeting falls on a legal holiday, such meeting is held at the same time on the next day that is not a legal holiday.

Section 2. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors, after not less than three days prior notice to each Director. Notice may be waived in writing at any time before, at, or after the meeting. Neither the business transacted at, nor the purpose of the special meeting need be specified in any written waiver.

Section 3. Quorum. Except where the provisions of the Declaration expressly require action by two-thirds (2/3) of the

members of the Board of Directors, a majority of the Directors constitutes a quorum for all purposes. Every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration expressly requires approval by two-thirds (2/3) or more of the Directors, the stated percentage constitutes the quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

(a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, approves, or ratifies the contract or transaction by a vote or written consent sufficient for such purpose without counting the votes or consents of the interested Directors; or

(b) Membership. Such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or

(c) Fairness. Such contract or transaction if fair and reasonable to the Association at the time it is authorized by the Board or the members.

Common or interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratifies such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn such meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the Director: (i) votes against the action; or (ii) abstains from voting because of an asserted conflict of interest. A director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 7. Informal Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other.

Section 8. Developer Representation. For so long as Developer is a member of the Association, Developer shall have the right to receive notice of all meetings of the Directors or any committees of Directors and to attend and be heard at such meetings.

ARTICLE V

Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in, or delegated to, this Association and not reserved to its membership by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable, prescribe their duties, and fix their compensation, if any.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Property and this Association's activities, so long as such rules and regulations are consistent with the rights and duties established by the Articles and the Declaration.

Section 3. Enforcement. For material violation of any of its rules or regulations, the Board may: (i) suspend any member's rights to use any recreational facility owned or controlled by this Association for a period not exceeding 60 days; or (ii) require any member to make restitution to this Association for any loss resulting from any violation; or (iii) impose reasonable fines; or (iv) any combination of the foregoing.

Section 4. Enforcement Procedure. By appropriate resolution establishing reasonable guidelines for uniform policy, procedure, and application, the Board may designate one of its members, or an officer of this Association, to determine violations of this Association's rules and regulations and recommend to the Board what sanctions, if any, should be imposed by the Board for each violation, subject to review by a quorum of the Board at the request of the member affected. Procedures at all times must afford the affected member reasonable prior notice and opportunity to be heard in an impartial manner.

Section 5. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any member's voting rights and right to use any recreation facilities owned or controlled by this Association, or either, during any period in which the member is more than 30 days in default in payment of any assessment levied by this Association.

Section 6. Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to the Declaration.

Section 7. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide indemnification for criminal, intentional, or willful misconduct. Except to the extent such determination is reserved to the membership by the laws of the State of Florida, the Board's determination to provide or refuse indemnification is conclusive.

Section 8. Vacancies. The Board has the power to declare the office of any Director vacant if the Director is absent from two consecutive regular Board meetings without justification or excuse.

ARTICLE VI

Duties of Board of Directors

Section 1. General. The Board shall keep a complete record of all its acts and corporate affairs and shall make a statement

thereof available for inspection by members at the annual meeting, or at special meetings when such statement is requested. The Board supervises all of this Association's officers, agents, employees (including volunteer employees), committees, and contractors and sees that their respective duties are properly performed. The Board otherwise manages the affairs of this Association as provided in these By-Laws, the Articles, and the Declaration.

Section 2. Assessments. As more fully provided in the Declaration, the Board fixes the amount of the Annual Assessment against each Lot, and notifies each Owner of its amount in writing, at least 30 days in advance of each Annual Assessment period; provided, however, neither the failure to so fix any Annual Assessment, nor to provide any Owner with such written notice, invalidates any Annual Assessment. If the Board fails to fix an Annual Assessment, the assessment for the immediately preceding fiscal year continues automatically. The Board enforces collection of all assessment owed this Association that remain unpaid for a period of 30 days by filing liens, foreclosure of same, suit, or such other lawful procedure as the Board deems advisable, in addition to imposing the sanctions provided by these By-Laws.

Section 3. Maintenance. The Board shall cause the Common Areas and the exterior of Lots to be maintained in the manner, and to the extent, requried by the Declaration.

Section 4. Estoppel Certificates. Upon request by any interested Person, the Board causes an appropriate Association officer to issue a cetificate as to the status of assessments with respect to any Lot. Such certificates bind this Association as of the date of issuance when properly exectued by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 5. Financial. With the assistance of this Association's Treasurer, the Board prepares an annual budget and financial statements for presentation to the membership at each annual meeting and causes an audit of this Association's financial statements to be made by an independent accountant whenever requested by a majority of members present at a duly called meeting of members. The Board also must present a current statement of income and expense when requested in writing by members entitled to cast at least twenty-five (25%) of the votes eligible to be cast by the Class A membership or by Developer, so long as Developer is a member of the Association.

Section 6. Reserves. The Board shall establish and maintain adequate reserve funds, as part of the Annunal Assessment, for the maintenance, repair, servicing, replacement, and renewal of the improvements to the Common Areas and other property this Association is required to maintain.

Section 7. Insurance. The Board must procure and maintain in force and effect at all times adequate public liability and fire and extended coverage casualty insurance with respect to all property form time to time owned by this Association. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage its Association's funds, including this Association's officers, directors, and uncompensated volunteers, to be bonded or insured with adequate fidelity and errors and omissions coverage for the benefit of this Association. The premiums for the foregoing shall be paid from Association funds.

Section 8. Management. Within the limits of available funds, the Board may employ such professional managers, accountants, attorneys, architects, and other professionals to assist the Board as reasonably are prudent and will prescribe the terms and

conditions of such employment. The Board may contract with the Developer or any other Person to manage this Association's affairs, in whole or in part. No such management contract may be for a term longer than one year and must be terminable by the Association without cause upon not more then 90 days prior written notice.

ARTICLE VII

Committees

Section 1. Executive Committee. At any time when the Board consists of more than three Directors, the Board by resolution may designate from among its members an Executive Committee of three members that will have such powers, and exercise such duties, that the Board determines and that are not expressly reserved to the Board by any provision of these By-Laws, the Articles, or the Declarations.

Section 2. Permanent Committees. The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws.

Section 3. Other Committees. The Board from time to time may form and dissolve such other committees as the Board deems necessary or appropriate to assist or advise the Board, or both, in managing this Association's affairs. All committee members are appointed by, and serve at the pleasure of, the Board unless the appointing authority is delegated by Board resolution to an officer. No such committee can be authorized to expend or commit this Association to expend any Association monies unless the action is ratified or approved by the Board. Committee members need not be members of this Association.

ARTICLE VIII

Books and Records

Section 1. Records Enumerated. This Association must keep correct and complete: (i) books and records of account; (ii) minutes of the proceedings of its members, Board of Directors, and Executive Committee, if any; and (iii) a membership record.

Seciton 2. Formality. No particular formality is required for the minutes of the proceedings of this Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceedings does not affect their validity if all requirements for any action taken in fact were met.

Section 3. Membership Record. This Association's membership Record must show: (i) the name of each Owner; (ii) a proper legal description of the Owner's Lot; (iii) whether the Owner's membership is in good standing; and (iv) the address to which notice is to be given the Owner pursuant to these By-Laws.

Section 4. Inspection. All books, records, and papers of this Association at all times during reasonable business hours will be open to inspection and copying by any Owner, any Mortgagee insurer or guarantor of a First Mortgage, and by Developer, so long as Developer is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. Without limitation, the Declaration, Articles, and these By-Laws must be available for inspection by any Person at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

ARTICLE IX

Officers

Section 1. Enumeration. This Association's regular officers are a President, Vice President, Secretary, and Treasurer, who are elected at the first Board meeting of the newly elected Board following each annual meeting for a term of one year, and until their respective successors are elected and qualified, unless any such officer sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve.

Section 2. Special Offices. The Board of Directors may appoint such other officers as it deems advisable, each of whom will hold the office for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause at any time. No officer has any vested right, privilege, or immunity with respect to any office. A resignation of any office need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. No person simultaneously may hold more than one other regular office, except that the offices of Secretary and Treasurer may be held by the same person. Any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

(a) President. The President: (i) is entitled to preside at all meetings of the Board of Directors, the Membership, and the Executive Committee, if any; (ii) sees that orders and resolutions of the Board are carried out; and (iii) signs all leases, mortgages, deeds, and other written instruments, and co-signs all checks and promissory notes.

(b) Vice President. The Vice President acts in place of the President if the President is absent, unable, or refuses to act.

(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board of Directors, the members, and the Executive Committee, if any; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board, membership, and Executive Committee, if any; and (iv) keeps the membership record as provided in these By-Laws.

(d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of accounts; (iv) with the assistance of the Board, causes an annual audit of the Association's books to be made by an independent accountant when requested by the membership as provided in these By-Laws; and (v) also with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its regular annual meeting.

Any regular officer also may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

ARTICLE X

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the maximum lawful rate permitted by Florida law, from the date of delinquency as provided in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XI

Attestation

IN WITNESS WHEREOF, the undersigned have signed this document for the purpose of authenticating it as the By-Laws of Turtleback Crossing Association, Inc., a Florida Corporation Not For Profit, as adopted by its Board of Directors this 12 day of October, 1983.

David A. Bingemann

Jerome W. Jacquot

M. Susan Gawron