

EXHIBIT C

BYLAWS

**BYLAWS
OF
RESERVE AT SAWGRASS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **Reserve at Sawgrass Homeowners Association, Inc.** The principal office of the Association shall be located at **2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751** but meetings of members or directors may be held at such places within Florida designated by the board of directors.

**ARTICLE II
DEFINITIONS**

1. "Articles" shall mean the Articles of Incorporation of Reserve at Sawgrass Homeowners Association, Inc.
2. "Association" shall mean the Reserve at Sawgrass Homeowners Association, Inc., its successors and assigns.
3. "Board" shall mean the board of directors of the Association.
4. "Builder" means an Owner other than the Developer who (a) holds title to a Lot prior to, during and until completion of construction of a Residence thereon (as evidenced by issuance of a certificate of occupancy) and then sells such Residence to an initial third party Owner, (b) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (c) is approved by the Developer in writing as a Builder.
5. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association, if any, or easement areas in favor of the Association, if any, for the common use and enjoyment of the Owners.
6. "Developer" shall mean Beazer Homes Corp., a Tennessee corporation, and its successors and assigns. Developer may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Developer and may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
7. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of Reserve at Sawgrass recorded or to be recorded in the public records of Orange County, Florida.
8. "Governing Documents" shall mean these Bylaws, the Articles and the Declaration.
9. "Lot" shall mean any plot of land shown as a lot upon any recorded plat of the Property (as hereinafter defined) with the exception of the Common Area.

10. "Member" shall mean those persons entitled to membership as provided in the Declaration.
11. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property but excluding those having such interest merely as security for performance of an obligation.
12. "Property" shall mean that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III **MEMBERS**

1. Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.
2. Member Roster. The Secretary of the Association shall maintain a roster in the office of the Association showing the names and addresses of the Members as well as optional information such as phone numbers and email addresses. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

ARTICLE IV **MEETING OF MEMBERS**

1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually. The Board shall determine the date, time and place to hold the annual meeting.
2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-fourth (1/4) of the Class A Members who are entitled to vote. The business at any special meeting shall be limited to the items specified in the notice of meeting.
3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice at least fourteen (14) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Attendance at any meeting by a Member constitutes waiver of notice by that Member. A Member may waive notice of any meeting at any time, but only by written waiver.

4. Attendance at Meetings. Any person entitled to cast the vote of a Member, and in the event a Lot is owned by more than one (1) person, all co-Owners of such Lot, may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members as set forth above may be excluded from any meeting of the Members by the presiding officer of such meeting. A Member has the right to speak for at least 3 minutes on any agenda item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements.
5. Organization. At each meeting of the Members, the President, or in the President's absence, the Vice President, or their designee, shall act as Chairman of the Meeting. The Secretary or, in the Secretary's absence, any person appointed by the Chairman of the Meeting shall act as Secretary of the meeting.
6. Minutes. The Association shall maintain minutes of each meeting of the Members and the Board in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives in accordance with the requirements of Fla. Stat. 720.303(5) and Article XI hereof. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.
7. Quorum. At meetings of Members, the presence of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date, and place that the meeting will be reconvened, provided that a quorum is obtained.
8. Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than three (3) months prior to such meeting. All proxies shall be in writing, shall comply with the requirements of Chapter 720, Florida Statutes, as amended from time to time and shall be filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Lot.
9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents, Chapter 720, Florida Statutes or Chapter 617, Florida Statutes.

ARTICLE V
BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

1. **Number.** The affairs of this Association shall be managed by a board of a minimum of three (3) and a maximum of seven (7) directors. The number of directors shall always consist of an odd number.
2. **Term of Office.** At the annual meetings of the Members, the Members, when entitled, shall elect directors for a term of one (1) year or until the next annual meeting of the Members whichever is later. The term of each director's services shall extend until the next annual Members meeting and until their successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. The initial Directors shall be appointed by and shall serve at the pleasure of the Developer and shall serve for 1 year terms until the Turnover. Prior to the Turnover, the Developer may increase the size of the Board and permit 1 or more non-Developer directors to be elected to 1 year terms in accordance with the applicable provisions of the Act, provided that the Developer's appointees shall retain a majority of the seats on the Board. Directors appointed by the Developer need not be members.
3. **Removal.** Any director may be removed from the Board, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.
4. **Compensation.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.
5. **Nominations; Election Procedure.** Not less than sixty (60) days in advance of any election, the Association shall send all Class "A" Members a First Notice of Election which sets forth the date, time and location of the election. All eligible candidates may nominate themselves by returning a notice of intent to be a candidate, which notice of intent must be received by the Association not less than forty (40) days prior to the election. Any eligible candidate may include a resume, not to exceed one side of an 8 1/2" x 11" sheet of paper, which must be received by the Association not less than forty (40) days prior to the election.

Not more than thirty (30) days, nor less than fourteen (14) days prior to the election, the Association shall send all Class "A" Members a Second Notice of Election, an election ballot containing the names of all candidates in alphabetical order by surname, any candidates resumes, and an inner and outer envelope. After personally checking off the names of his or her preferred candidates, the Class "A" Member shall place the election ballot in the inner envelope and place same in the outer envelope. The Class "A" Member shall then seal the outer envelope, fill in his name and address in the space provided, and then sign his or her name on the envelope in the space provided and return it to the Association prior to the closing of the polls at the election, either by mail or hand delivery. Upon receipt by the Association, no election ballot may be changed or rescinded. The Association may, in advance of mailing the Second Notice, place any identifying information on the outer

envelope in lieu of the Class "A" Member filling in his name and address, but the Class "A" Member must sign the outer envelope. The Association may verify the information on the outer envelope in advance of the election, but no outer envelope shall be opened in advance of the closing of the polls at the election. Any outer envelope not containing the signature of the eligible voter for the particular Lot shall be disregarded. The collection of any ballots not yet cast, acceptance of any nominations from the floor (but only if nominations from the floor must be accepted pursuant to Chapter 720, Florida Statutes), and closing of the polls shall be the first order of business at the election. Directors shall be elected by a plurality of the votes cast and there shall be appurtenant to each Class "A" Member as many votes for Directors as there are Directors to be elected, but no Class "A" Member may cast more than one vote for any candidate. It is the intent hereof that voting for the Directors shall be non-cumulative. The quorum requirement for an election of Directors shall be twenty percent (20%) of the Class "A" Members.

ARTICLE VI **MEETINGS OF DIRECTORS**

1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Meetings of the directors shall be open to all Members and notices of such meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance of a meeting, except in emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.
2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.
3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.
4. Minutes of Meetings. The minutes shall be kept in a book available for inspection by Members or their authorized representatives in accordance with the requirements of Fla. Stat. 720.303(5) and Article XI hereof.

ARTICLE VII **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

1. Powers. The Board shall have power to:
 - A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.

- B. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.
 - C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents.
 - D. Employ a manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.
 - E. Appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board, which may include any powers which may be exercised by the Board.
2. Duties. It shall be the duty of the Board to:
- A. Cause to be kept minutes of all meetings of the Members and Board.
 - B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
 - C. As more fully provided in the Declaration, to:
 - D. Fix the amount of the annual assessment against each Lot.
 - E. Send written notice of each assessment to every Owner in advance of each annual assessment period.
 - F. Foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.
 - G. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
 - H. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
 - I. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

- J. Cause the Common Area to be maintained.
- K. Supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property.
- L. Maintain bank accounts on behalf of the Association and designate signatories required therefor.
- M. Enter into and upon any portion of the Property, including any Lot(s), when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so.
- N. Perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.
2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.
3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.
4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
5. Resignation and Removal. Any Officer may be removed from office, with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time as specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.
6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.
8. Duties. The duties of the officers are as follows:
- A. President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.
 - B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
 - C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
 - D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each to each of the Members.

ARTICLE IX INDEMNIFICATION

The directors and officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, assessments or fee as provided by law.

ARTICLE X COMMITTEES

The Board may appoint a committee or committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
BOOKS AND RECORDS

The books, records and papers of the Association will be made available for inspection in accordance with the requirements of Fla. Stat. 720.303(5) by any Member within 10 business days after receipt by the Association or its designee of a written request. The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Reserve at Sawgrass Homeowners Association, Inc., the year "2013" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

ARTICLE XIII
AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Owners present. Notwithstanding the foregoing, the Developer specifically reserves the right to amend these Bylaws in order to comply with the requirements of the South Florida Water Management District or any other governmental agency.

ARTICLE XIV
FISCAL MATTERS

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

1. **Depository.** The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.
2. **Budget.** The Board of Directors shall adopt a budget of common expenses for each fiscal year in accordance with the Declaration. Written notice must be provided to the Members at least fourteen (14) days before the Board's budget meeting, and the agenda must refer to the Board's consideration of adoption of the budget at the meeting.
3. **Assessments.** Assessments based on the adopted budget shall be paid either monthly, quarterly, or annually, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata

Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

4. Special Assessments. Special Assessments may be levied in accordance with the Declaration. Special Assessments shall be due on the day specified in the resolution of the Board approving such Special Assessments. A special assessment may not be considered at a Board meeting unless a written notice of the meeting is provided to each member at least fourteen (14) days before the meeting, which notice includes a statement that a special assessment will be considered at the meeting and the nature of the special assessment. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the members and posted conspicuously in the Properties or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

5. Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6. Financial Reporting. Within 90 days following the end of the fiscal year, the Association written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720.303(7), Florida Statutes.

7. Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

ARTICLE XV MISCELLANEOUS

1. Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

2. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the rules and regulations of the Association shall govern, in that order.

3. Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Reserve at Sawgrass Homeowners Association, Inc., a Florida corporation not for profit; and

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 2nd day of OCTOBER, 2013.


Secretary