

EXHIBIT B

**BY-LAWS OF
AMARIAH PARK OWNERS ASSOCIATION, INC.**

ARTICLE I

The name of the corporation is Amariah Park Owners Association, Inc., a Florida Corporation, not for profit, hereinafter referred to as the "Association".

**ARTICLE II
Definitions**

Section 1. "ASSOCIATION" shall mean and refer to Amariah Park Owners Association, Inc.

Section 2. "COMMON AREAS" or "OPEN SPACE" shall mean any natural, recreational, or common open areas, either publicly or privately owned, set aside, dedicated, designated, or reserved for the private use or enjoyment of owners or occupants of land adjoining such open space, or for the public at large.

Section 3. "DEVELOPER" shall mean and refer to G.W. ROBINSON BUILDERS, INC. Its successors and assigns.

Section 4. "LOT" shall mean any residential lot shown on the recorded subdivision plat of Amariah Park in Alachua County, Florida and shall include all phases of the development as now recorded or as may be recorded in the future, as referred to herein with the exception of the common areas.

Section 5. "MAINTENANCE OF ASSOCIATION PROPERTY OR COMMON AREAS" shall mean the exercise of reasonable care to keep any landscaping, lighting, boundary walls, fountains, roadways and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth. Further, to maintain, repair, replace, operate, and care for the common area, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the association or the owners in common.

Section 6. "MEMBER" or "OWNER" shall mean the record owner, whether one or more persons, or entities, of a fee simple title to any lot or parcel which allows membership in the Association.

Section 7. "VOTING RIGHTS" shall be based on "one vote per lot" regardless of the number of owners of any particular lot.

**ARTICLE III
Meetings of Members**

Section 1. Annual Meetings. The meeting shall be held in January of each year or at such other time and place as the Board of Directors may authorize for the purpose of electing directors, and transacting such other business as may properly come before Members at the meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the Members who are entitled to vote.

Section 3. Notice of Meeting. Except as otherwise provided by Statute, written notice of each meeting of Members, whether Annual or Special, stating the time when, and place where, it is to be held, shall be served either personally or by first-class mail, not less than fourteen (14) days or more than forty-five (45) days before the meeting, upon each Member of record. Notice of a Special Meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting.

Section 4. Quorum. Except as otherwise provided herein, in the Declaration of Covenants, Restrictions and Easements for Amarlah Park (hereinafter "Declaration"), or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation") or as otherwise mandated by Statute, at all meetings of Members of the Association, the presence at the commencement of such meetings in person or by proxy of at least thirty percent (30%) of the Association's total voting interest shall constitute a quorum for the transaction of any business. The withdrawal of any Member after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

Section 5. Vote Required.

A. Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership, provided that there shall be neither more nor less than one vote per Lot in any event. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be Members, and the person entitled to cast the vote for the Lot shall be designated by a certificate filed with the Secretary of the Association and signed by all record owners of said Lot. Fractional voting shall not be permitted. Lacking such certificate by multiple owners, then the vote of such Lot owners shall not be considered in determining the requirement for a quorum or any other purpose and shall be considered an ineligible Member until such certificate is filed with the Secretary of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. No Member shall be entitled to exercise the voting rights granted herein if any payments and/or assessments are delinquent by more than ninety (90) days at the time of any voting.

B. Except as otherwise provided by Statute, by the Articles of incorporation or by the Declaration, any corporate action to be taken by vote of the Members, shall be authorized by a majority of votes cast at a meeting of Members by the Members entitled to vote thereon.

C. Each Member entitled to vote or to express consent or dissent at a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the Member himself, or by his attorney-in-fact, thereunto duly authorized in writing. No proxy shall be valid after the expiration of four (4) months from the date of its execution, unless the person executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Association.

D. Any resolution or action in writing, signed by a sufficient number of Members entitled to vote thereon as would have prevailed at a duly called meeting of Members at which one hundred percent (100%) of the total voting interest of the Association were present, shall be and constitute action by such Members to the effect therein expressed, with the same force and effect as if the same had been duly passed by a vote at a duly called meeting of Members and such resolution so signed shall be inserted in the Minute Book of the Association under its proper date.

E. The Developer, or its successors or assigns, shall be entitled to vote five (5) votes per Lot owned, for a total of 385 votes. When a Lot is transferred or sold to a person or entity other than the Developer, the number of votes the Developer is entitled to vote will decrease by one (1) vote. When the Developer turns control of the association over to the Members, pursuant to Article III, Section 5 of the Declaration, the Developer shall be entitled to vote one (1) vote per Lot owned. Should the Developer, or its successors or assigns, re-acquire fee simple title to a Lot, it shall again be entitled to exercise voting rights hereunder with respect to such re-acquired Lot or Lots.

Section 6. Order of Business. The order of business at all annual or special meetings of the owners shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of officers
- E. Reports of committees
- F. Election of officers or directors (if election is to be held)
- G. Unfinished business.
- H. New business.
- I. Adjournment

Section 7. Minutes. Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the owners and Directors at all reasonable times.

ARTICLE IV

Board of Directors: Selection - Term of Office

Section 1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than seven (7) (the "Board"). Except as may otherwise be provided herein, in the Declaration, or in the Articles of Incorporation, the Members of the Board shall be elected by a plurality of the votes cast at a meeting of Members, present in person or by proxy. Provided, however, that so long as the Developer controls the Association, then the Developer shall have the right to appoint all Directors but may defer to the Membership, at the Developer's sole discretion, the right to elect one or more Directors, except as otherwise required by applicable law. Directors appointed by the Developer do not need to be Members of the Association. All Directors elected by the Members of the Association must be Members of the Association or a principal owner (or officer) of an entity which is a Member of the Association.

Section 2. Term of Office. Once the Developer has relinquished the power to designate the Directors, the Members shall elect the directors for staggered terms of three (3) years. Each director shall hold office for the term for which he is elected and until his successor has been elected and qualified or until his resignation or removal from office.

Section 3. Removal. Any Director may be removed with or without cause at any time by the affirmative vote of the majority of the total voting interest of the Association at a Special Meeting of the Members called for that purpose, and may be removed for cause by action of the Board, except that

a Director appointed by the Developer may only be removed by the Developer and may not be removed by the Members.

Section 4. Resignation. Any Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in performance of his duties.

Section 6. Vacancies. Any vacancy in the Board occurring by reason of an increase in the number of Directors, or by reason of the death, resignation, disqualification, removal or the inability to act of any Director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors, though less than a quorum, at any Regular Meeting or Special Meeting of the Board called for that purpose. Provided, however, that the Developer shall appoint a Director to fill the vacancy of a Director which the Developer placed on the Board.

Section 7. Contracts.

- A. No contract or other transaction between this Association and any other corporation shall be impaired, affected or invalidated, nor shall any Director be liable in any way by reason of the fact that any one or more of the Directors of this Association is or are interested in, or is a Director or Officer, or are directors or officers of such other corporation, provided that such facts are disclosed or made known to the Board.
- B. Any Director, personally and individually, may be a party to or may be interested in any contract or transaction of this Association, and no Director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board, and provided that the Board shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such Director) of a majority of a quorum, notwithstanding the presence of any such Director at the meeting at which such action is taken. Such Director or Directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

ARTICLE V
Meetings of Directors

Section 1. Annual & Regular Meetings. A Regular Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Members, at the place of such Annual Meeting of Members. The Board, from time to time, may provide by resolution for the holding of other Regular Meetings of the Board, and may fix the time and place thereof. Notice of any Annual or Regular Meeting of the Board of Directors must be posted in a conspicuous place within Amariah Park Subdivision at least forty-eight (48) hours in advance of the meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place within Amariah Park Subdivision, notice of each Board Meeting must be mailed or delivered to each Member of the Association and each Director at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board

Meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors. Notice of all Special Board Meetings must be posted in a conspicuous place within Amariah Park Subdivision and delivered directly to each Director, at his residence or usual place of business, at least forty-eight (48) hours in advance of a Special Meeting, except in an emergency. In the alternative, notice of each Special Board Meeting must be mailed or delivered to each Member of the Association and each Director at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Special Meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.

Section 3. Quorum. Except as otherwise provided by law, by the Declaration, the Articles of Incorporation, or by these Bylaws, a majority of the number of 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. A Director may join in the action of a meeting of the Board by signing the minutes thereof.

Section 4. Action Without A Meeting. Subject to any notice requirements, any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as the unanimous vote of Directors.

ARTICLE VI **Powers and Duties of the Board of Directors**

Section 1. Powers. The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Association, and may exercise all powers of the Association, except as any limitations set forth in the Declaration, the Articles of Incorporation or by Statute, or as expressly conferred upon or reserved to the Members. Said powers shall include but are not limited to the following:

- A. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.
- B. 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 these By-laws, the Articles of Incorporation, or the Declaration;
- C. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- D. Employ a management company or an independent contractor as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefore, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

- E. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board; and
- F. Delegate to and contract for collection of the assessments of the Associations.

Section 2. Duties. It shall be the duty of the Board of Directors:

- A. To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the owners at the annual meeting of the owners;
- B. To supervise all officers;
- C. To fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget;
- D. To 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, at the election of the Board of Directors;
- E. To issue or cause to be issued by an appropriate officer 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;
- F. To procure and maintain adequate liability insurance on property in which the Association has an interest, and such other insurance which in the opinion of a majority of the directors may be necessary or desirable for the Association;
- G. To cause the Common Areas to be maintained and perform the duties imposed by the restrictive covenants.

ARTICLE VII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors that shall immediately follow the adjournment of each annual meeting of the owners.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Duties. The duties of the officers are as follows:

- A. President: The president shall preside at all meetings of the Board of Directors; shall sign all leases, deeds and other written instruments and shall sign all checks, and shall have all of the powers and duties which are usually vested in the office of the President of a corporation.
- B. Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act.
- C. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the owners.
- 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 of Directors.

ARTICLE VIII

Accounting Records; Fiscal Management

Section 1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with generally accepted accounting principals, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization by a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members.

Section 2. The Board shall adopt a Budget of the anticipated Operating Expenses of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year).

Section 3. The Assessments shall be payable as provided by the Board.

Section 4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited.

Section 5. A report of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member shown on the records of the Association at the last known address shown on the records of the Association. The holder, insurer or guarantor of a first mortgage upon any Lot in Amariah Park shall be entitled, upon written request thereof, to receive financial statements of the Association for the prior fiscal year without charge.

ARTICLE IX

Books and Records

In addition to those items required by Florida Statutes, the association shall maintain each of the following items, when applicable, which constitute the official records of the association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (b) A copy of the bylaws of the association and of each amendment to the bylaws.
- (c) A copy of the articles of incorporation of the association and of each amendment thereto.
- (d) A copy of the declaration of covenants and a copy of each amendment thereto.
- (e) A copy of the current rules of the homeowners' association.
- (f) The minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least 7 years.
- (g) A current roster of all members and their mailing addresses and parcel identifications.
- (h) All of the association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (i) A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of one (1) year.
- (j) The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
 - 1. Accurate, itemized, and detailed records of all receipts and expenditures.
 - 2. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
 - 3. All tax returns, financial statements, and financial reports of the association.
 - 4. Any other records that identify, measure, record, or communicate financial information.

INSPECTION AND COPYING OF RECORDS. The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE X
Assessments

As more fully provided in the Declaration, each owner is obligated to pay to the Association annual and special assessments.

ARTICLE XI
Corporate Seal

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board.

ARTICLE XII
Amendments

Section 1. Requirements to Amend. For three years from the date of the sale of the first lot in the subdivision for which the association was created, these by-laws may be amended by the Developer. Thereafter these By-laws may be amended at a regular or special meeting of the Members by a vote of sixty-six percent (66%) of the Members present in person or by proxy (1 vote per lot), notwithstanding the provisions of Article III hereof.

Any amendments to the Bylaws which directly or indirectly impact operation and maintenance of the surface water management system, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wellands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the Suwannee River Water Management District and by Alachua County (County). Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully-adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Bylaws which do not impact operation of maintenance of the system may be made without authorization of the Suwannee River Water Management District or County; however, copies of any and all such amendments shall be forwarded to the District and County within thirty (30) days of approval.

Section 2. Control of Conflict. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

ARTICLE XIII
Miscellaneous

Section 1. Indemnification. Every director and officer of the Association, and every owner of the Association serving the Association at its request, shall be indemnified by the Association against all expenses, and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights or which that person may be entitled.

Section 2. Insurance. The Board of Directors may, but is not required to, elect to carry a policy of officers' and directors' liability insurance, insuring the officers and directors against any claim made against them whatsoever, except claim of willful negligence and misfeasance of office.

IN WITNESS WHEREOF, the undersigned, being all of the initial Directors of Amariah Park Owners Association, Inc., have hereunto set our hands and seals on this the 24th day of October, 2018.

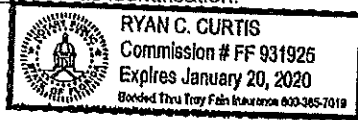
G.W. ROBINSON

GAY ROBINSON SCHMITT

ANDREW CAIN

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was sworn to and subscribed before me this 24th day of October, 2018, by G.W. ROBINSON who is personally known to me or who produced as identification.

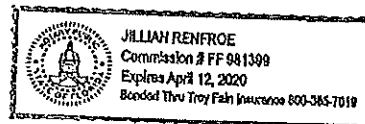


Notary Public, State of Florida
My commission expires:

STATE OF FLORIDA
COUNTY OF ALACHUA

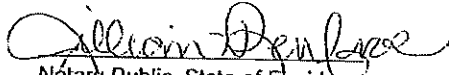
The foregoing instrument was sworn to and subscribed before me this 24 day of October, 2018, by GAY ROBINSON SCHMITT who is personally known to me or who produced as identification.

Notary Public, State of Florida
My commission expires: 4/12/20



STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was sworn to and subscribed before me this 24 day of October, 2018, by ANDREW CAIN who is personally known to me or who produced _____ as identification.


Notary Public, State of Florida
My commission expires: 4/12/20

