EXHIBIT "2"

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
AMHURST OAKS HOMEOWNERS ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is AMHURST OAKS HOMEOWNERS ASSOCIATION, INC. ("**Association**").

2. Principal Office. The principal office of Association is 11945 San Jose Blvd., Bldg. 300, Jacksonville, Florida 32223.

3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 11945 San Jose Blvd., Bldg. 300, Jacksonville, Florida 32223. The name of the Registered Agent of Association is:

KEITH DONNELLY

4. Definitions. A declaration entitled Declaration for Amhurst Oaks Homeowners Association, Inc. (the "**Declaration**") will be recorded in the Public Records of Nassau County, Florida, and shall govern all of the operations of a community to be known as Amhurst Oaks. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Amhurst Oaks.

7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.5. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Amhurst Oaks to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Amhurst Oaks, the Common Areas, Lots and, as provided in the Declaration, to effectuate all of the purposes for which Association is organized.

7.10. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11. To employ personnel and retain independent contractors to contract for management of Association, Amhurst Oaks, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Amhurst Oaks as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.13. To establish committees and delegate certain of its functions to those committees.

7.14. The obligation to operate, maintain and manage the Surface Water Management System within Amhurst Oaks in a manner consistent with the applicable District Permit requirements and applicable District rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water Management System within Amhurst Oaks.

8. Surface Water Management System. With respect to the Surface Water Management System within Amhurst Oaks, the Association shall have the following duties:

8.1. Each Owner shall be responsible for his or her pro rata share of the maintenance, operation and repair of the Surface Water Management System.

8.2. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System within Amhurst Oaks. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the District.

8.3. Any amendment to the Declaration which alters the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

8.4. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained herein which relate to the maintenance, operation, and repair of the Surface Water Management System.

8.5. To the extent it is impractical for an Owner to maintain, operate and repair the portion of the Surface Water Management System within such Owner's Lot, or in any circumstance wherein the Association determines it to be in the best interest of the Association, the Association shall have all responsibility for maintenance, repair and operation of the Surface Water Management System.

9. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Glenn Reynolds	11945 San Jose Blvd., Bldg. 300, Jacksonville, Florida 32223
Keith Donnelly	11945 San Jose Blvd., Bldg. 300, Jacksonville, Florida 32223
Rebecca Bachusz	11945 San Jose Blvd., Bldg. 300, Jacksonville, Florida 32223

11. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association,

and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

12. Duration. Association shall have perpetual existence.

13. Amendments.

13.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

13.2. Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly noticed meeting of the members of Association at which there is a quorum.

14. Limitations.

14.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2. Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

14.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

15. Incorporator. The name and address of the Incorporator of this corporation is:

Charles David

9283-2 San Jose Boulevard

Jacksonville, FL 32257

16. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Glenn Reynolds 11945 San Jose Blvd., Bldg. 300 Jacksonville, Florida 32223
Vice President	Keith Donnelly 11945 San Jose Blvd., Bldg. 300 Jacksonville, Florida 32223
Secretary/Treasurer	Rebecca Bachusz 11945 San Jose Blvd., Bldg. 300 Jacksonville, Florida 32223

17. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

18. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 20th day of March, 2006.

WITNESSES:

Leslie Brooks
Print name: Leslie Brooks

Linda Harper
Print name: Linda Harper

Keith Donnelly
Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 20 day of March 2006 by Keith Donnelly, who is personally known to me.

My commission expires:

Rebecca L. Bachusz

Rebecca L. Bachusz
NOTARY PUBLIC
State of Florida at Large
Print name: Rebecca L. Bachusz

Rebecca L. Bachusz
Commission # DD290229
Expires March 20, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 20TH day of March, 2006.

Keith Donnelly

ADDENDUM TO AMENDED AND RESTATED ARTICLES OF INCORPORATION OF AMHURST OAKS HOMEOWNERS ASSOCIATION, INC.

The foregoing Restatement was adopted by the Board of Directors and does not contain any amendments requiring member approval.

The undersigned as Vice President of the Association has affixed his hand and seal as of this 20th day of March, 2006.

Keith Donnelly, Vice President

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