

BY-LAWS
OF
GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC.

A Corporation Not For Profit

ARTICLE I

General

Section 1. Definitions and Operation. These are the By-Laws of the Grand Landings Master Homeowners' Association, Inc. (the "Association"), a Florida corporation not for profit, having its principal office at 7 Sandpiper Court, Palm Coast, Florida 32137. Reference is made to the Declaration of Covenants and Restrictions for Grand Landings (the "Declaration") where necessary to interpret, construe, and apply the provisions of the 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, 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 "Grand Landings Master Homeowners' 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.

which the adjournment is taken. Any business may be transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 9. Record Date. Any notice of a meeting of the membership must be given to each member as shown upon the Association's books as of the date such notice is given. Only those members shown as members in good standing upon the Association's books are entitled to vote at meetings.

Section 10. Proxies. Members 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, dated, signed by the member, and state the date, time and place of the meeting. All proxies expire ninety (90) days 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 11. 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 and be open to inspection by any member. The list also must be produced at the time and place of the meeting for inspection by any member at any time during the meeting.

Section 12. 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 where higher voting requirements are established by applicable provisions of the Articles or Declaration.

Section 13. Joinder in Minutes of Meeting. 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. The Board of Directors shall consist of at least three (3), but not more than seven (7) members, but at all times must be an odd number. 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 perform 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 interest 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 the 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, architects, engineers, 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, if the Director reasonably believes the committee merits confidence.

Section 4. Compensation. Any director may be reimbursed by the Board for actual expenses incurred in the performance of the Director's duties, but no Director may be paid any compensation by this Association for services rendered to the 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 (2) 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. 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.

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 cast by the Class A and Class B members for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Term of Office. The term of office for all Directors is one (1) 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 conduct regular meetings at such place and time as is fixed by Board resolution, but not less often than once annually during the month of October or November. 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. All meetings of the Board must be open to all members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Section 2. Special Meetings. Special Board meetings must be held when called by the President, or by any two (2) Directors, after not less than seven (7) days prior notice to each Director, except in an emergency. 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. Notice and Quorum.

(a) Notice. Notices of all Board meetings must be posted in a conspicuous place in the Property at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. In the alternative, notice of Board meetings may be posted electronically in the Property intranet bulletin board or a schedule of Board meetings may be published on the intranet bulletin board or in a newsletter or similar publication mailed to each Member. Assessments 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 assessment. 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.

(b) 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 (1) or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one (1) 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, or ratifies the contract or transaction by 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 of the Association entitled to vote thereon and they authorize or ratify such contract or transaction by the requisite vote; or

(c) Fairness. Such contract or transaction is 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 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 the 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. Voting. 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:

- (a) votes against the action; or
- (b) abstains from voting because of an asserted conflict of interest.

Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. 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.

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. Declarant Representation. For so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the total Lots within all phases of Grand

Landings, Declarant shall be entitled to elect at least one (1) member of the Board of Directors. For so long as Declarant is a member of the Association, Declarant 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. The Board has the authority to contract for services and materials to be provided for the benefit of the Owners or the Property consistent with the provisions of the Declaration.

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.

(a) Authority. For material violation(s) of any of the Governing Documents or the Regulations by a Member or his family members, tenants, guests, contractors, agents or invitees, the Board has the authority to: (i) require any member to make restitution to this Association for any loss resulting from any violation; and/or (ii) impose reasonable fines; and/or (iii) suspend for a reasonable period of time, the rights of a Member or a Member's family members, tenants, guests or invitees, or both, to use the Common Areas (as defined in the Declaration).

(b) Procedures. Imposition of any of the foregoing sanctions requires the following procedures:

(i) Notice. The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, Association Articles or By Laws, or Association rules which have allegedly been violated; and,

(3) A short and plain statement of the matters asserted by the Association.

(ii) Hearing. The alleged violation shall be presented to a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association (the "Committee"). The person(s) against whom the sanctions may be imposed shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the person(s) not later than twenty-one (21) days after the hearing. If the Committee does not by majority vote approve the sanction, the sanction shall not be imposed.

(iii) Penalties. For each non-compliance or violation the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00). For violations of the Governing Documents or Regulations pertaining to the use of Common Area recreational facilities or other common facilities, the Board may also suspend a Member's or Member's family members, tenants, guests or invitees use of such facilities for a period not to exceed ninety (90) days. The Board of Directors shall consider, among other factors, the nature of the violation and the number of prior violations of the same or similar rules or regulations by the violator.

(iv) Payment of Penalties. Fines shall be paid not later than ten (10) days after receipt of notice of the imposition or assessment of a fine, and thereafter shall bear interest until paid at the interest rate adopted by the Board of Directors for delinquent assessments.

(v) Collection of Penalties. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Declaration.

(vi) Application of Penalties. All monies received from penalties shall be allocated as directed by the Board of Directors.

(vii) Limitation. The requirements of this subsection do not apply to the imposition of suspensions or fines authorized by the Governing Documents upon any Member because of the failure of the Member to pay assessments or other charges when due.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any member's voting rights during any period in which the member is more than ninety (90) days delinquent in payment of any assessment levied by the Association.

Section 5. Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to the Declaration.

Section 6. 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.

ARTICLE VI

Duties of Board of Directors

Section 1. General. The Board is responsible to see to the performance of all duties of the Association as set forth in the Declaration except to the extent specifically assigned to others by the Governing Documents. The Board shall keep a complete record of the minutes of its meetings and shall keep copies thereof available for inspection by members at the annual meeting, or as special meetings when such statement is requested. The Board supervises all of the 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. Estoppel Certificates. Upon request by any interested Person, the Board shall cause an appropriate Association officer to issue a certificate as to the status of assessments with respect to any Lot. Such certificates bind this Association as of the date of issuance properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 3. Financial. With the assistance of this Association's Treasurer, the Board prepares an annual budget and financial statements 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 Association's annual financial report shall be prepared within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) days of receipt of written request, provide a Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request of the Member. The financial report must consist of either:

(a) Financial statements presented in conformity with generally accepted accounting principles; or

(b) A financial report of actual receipts and expenditures, cash basis, which report must show:

- (i) The amount of receipts and expenditures by classification; and
- (ii) The beginning and ending cash balances of the Association.

Section 4. Insurance. The Board must procure and maintain in force and effect at all times adequate public liability and fire extended coverage casualty insurance with respect to all property from time to time owned by this Association. The Board also must cause persons or entities employed, authorized, or contracted with to collect, disburse, and manage the Association's funds, including the Association's officers, directors, and uncompensated volunteers, to be bonded or insured with adequate fidelity and errors and omissions coverage for the benefit of the Association. The premiums for the foregoing shall be paid from the Association funds.

Section 5. Management. Within the limits of available funds, the Board may employ such professional managers, accountants, attorneys, architects, and other professionals to assist the Board in the performance of its duties. The Board may contract with the Declarant or any other Person to manage the Association's affairs, in whole or in part. No such management contract may be for a term longer than one (1) year and must be terminable by the Association without cause upon not more than ninety (90) days prior written notice.

ARTICLE VII

Committees

Section 1. Permanent Committees. The Board shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws.

Section 2. 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 in managing the 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 the 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.

Section 3. Committee Meetings. The provisions of Article IV, Section 3(a) Notice and Section 6 Voting of these By-Laws apply to all meetings of any committee, when a final decision will be made regarding the expenditures of Association funds, and to meetings of the Architectural Review Committee when architectural approval or disapproval of applications shall be decided.

ARTICLE VIII

Books and Records

Section 1. Official Records Enumerated. 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 By-Laws of the Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.

(d) A copy of the Declaration and a copy of each amendment thereto.

(e) A copy of the current Regulations of the Association.

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses and Lot 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. Bids received by the Association for work to be performed are a part of the 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 seven (7) years. The financial and accounting records must include:

(i) Accurate, itemized, and detailed records of all receipts and expenditures.

(ii) 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.

(iii) All tax returns, financial statements, and financial reports of the Association.

(iv) Any other records that identify, measure, record, or communicate financial information.

Section 2. Inspection. All books, records, and papers of this Association will be open to inspection and copying during reasonable business hours within ten (10) days after receipt of a written request by any Owner, any Mortgagee, insurer or guarantor of a First Mortgage, and by Declarant, so long as Declarant is a member of the Association. Such right of inspection may be exercised personally or by one (1) 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. The official records of the Association 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 (1) 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 (1) 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 (1) or more special offices.

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

(a) President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

(b) Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform other duties as shall be prescribed by the Directors.

(c) Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the Association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

(d) Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

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 regular 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 uniform rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate permitted by Florida law nor to be less than ten percent (10%) per annum, from the date of delinquency. 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

Powers of the Association

The Association has been formed to promote the health, safety, and general welfare of the residents within all or any portion of the Property. Without limitation, the Association is empowered to exercise all powers, duties and privileges vested in, delegated to, or reserved to its membership by any provision of these By-Laws, the Articles, the Declaration. Reference is made to that Declaration of Covenants, Easements and Restrictions for The Grand Club recorded at Official Records Book 1567, Page 841 of the Public Records of Flagler County, Florida (the "Club Declaration"). Pursuant to the Club Declaration, the Association has been granted certain rights to acquire the Related Club Facility (as defined in the Declaration and Club Declaration), subject to the terms and provisions of the Club Declaration and in accordance with the procedural and voting requirements set forth in Article V of the Club Declaration. The powers of the Association set forth above and in the Articles include the power to exercise the rights and powers under the Club Declaration to acquire the Related Club Facility. Notwithstanding the provisions of these By-Laws and the Articles, any contrary provisions regarding procedural or voting requirements to obtain the Related Club Facility as contained in the Club Declaration shall prevail.

ARTICLE XII

Attestation

IN WITNESS WHEREOF, the undersigned have signed this document for the purpose of authenticating it as the By-Laws of GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, as adopted by its Board of Directors this 12th day of September, 2007.


Cary Strzepek, President