

This instrument prepared by and
after recording return to:

Robert A. Leapley, Jr., Esq.
Akerman Senterfitt
50 North Laura Street, Suite 3100
Jacksonville, Florida 32202

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GRAND LANDINGS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR GRAND LANDINGS (this "Second Amendment") is made effective as of the 26th day of September, 2012 (the "Effective Date") by **THE RESERVE, LLC**, a Florida limited liability company ("Declarant"), whose post office address is 227 W. Trade Street, Suite 1000, Charlotte, North Carolina, 28202.

RECITALS:

A. Pursuant to that certain Declaration of Covenants and Restrictions for Grand Landings recorded on April 27, 2007, in Official Records Book 1567, Page 797, as amended by that certain First Amendment to the Declaration of Covenants and Restrictions for Grand Landings Amendment recorded on September 12, 2007, in Official Records Book 1613, Page 1625, all of the Public Records of Flagler County, Florida, (collectively, the "Declaration"), Declarant imposed certain covenants and restrictions on certain real property more particularly described in the Declaration for the purpose of establishing a common plan of development for the property described therein.

B. Pursuant to the authority reserved to Declarant by the Declaration, including but not limited to the provisions of Section 11.3(a), Declarant wishes to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this Second Amendment in the Public Records of Flagler County, Florida, does hereby declare that the Declaration is hereby amended as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Capitalized Terms. Capital terms used and not otherwise defined in this Second Amendment shall have the meanings assigned to them in the Declaration.

3. Termination of The Grand Club. Article IX of the Declaration with respect to The Grand Club is deleted in its entirety, and any terms, conditions, provisions, and obligations related thereto as referenced and/or defined in the Declaration, including such defined terms relating therein such as the “Club,” “Club Charges,” “Club Declaration,” “Club Documents,” “Club Dues,” “Club Facility,” “Club Member,” “Club Membership Plan,” “Club Operator,” “Club Operators,” “Club Owner,” “Club Property,” “Club Users,” “Related Club Facility” and “Sports Social Membership” and any other similar references to matters related to the Club or Grand Club (collectively, the “Grand Club Defined Terms”) are hereby forever deleted in their entirety and shall be of no further force and effect, it being the Declarant’s intention to reflect that the Club is no longer a part of the Declarant’s intended development plan for the community, and such that no Owner shall be required to be a member of the Club

4. General Easements. Article II, subsection 2.4(d) of the Declaration is deleted in its entirety and shall be of no further force and effect.

5. Club Property. Article II, subsection 2.11 of the Declaration is deleted in its entirety and shall be of no further force and effect.

6. Article III, subsection 3.20(a) of the Declaration is deleted in its entirety and is replaced with the following provision:

“3.20 Noise.

(a) The Property is located in close proximity to the Flagler County Airport and the Declarant reserves the right permit use of a portion of the Property as a fly-in community. Accordingly, persons residing on the Property may occasionally hear audible noises emanating from aircrafts in the area, an by acceptance of the deed to its Lot, acknowledges and agrees that such persons has been advised of such possibility of hearing audible noises from its Lot associated with such fly-in community.”

7. Connected Community. Article V, subsection 5.3(b) of the Declaration is deleted in its entirety and shall be of no further force and effect.

8. Club Dues. Article VI, subsection 6.3 of the Declaration is deleted in its entirety and shall be of no further force and effect.

9. Amendment to the Association’s Articles of Incorporation. The First Amendment to the Articles of Incorporation of the Association is attached hereto as Exhibit “A.”

10. Amendment to the Association’s By-Laws. The First Amendment to the By-Laws of the Association is attached hereto as Exhibit “B.”

11. Effect of this Second Amendment. Except as modified by this Second Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Second Amendment and the terms of the Declaration, the terms of this Second Amendment shall control only as necessary to resolve any such inconsistency or conflict.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment effective as of the Effective Date set forth above.

Signed, sealed and delivered in the presence of:

DECLARANT:

THE RESERVE, LLC, a Delaware limited liability company

Susan R. Sappenfield
Print Name: SUSAN R. SAPPENFIELD

BY: LANDMAR GROUP, LLC, a Delaware limited liability company, Its Sole Member

Miliam M. Hofess
Print Name: Miliam M. Hofess

BY: LANDMAR MANAGEMENT, LLC, a Delaware limited liability company, Its Manager

By: T. Keith Glenn
T. Keith Glenn, Vice President

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF MECKLENBURG)

The foregoing instrument was executed, acknowledged and delivered before me on September 27, 2012, by T. Keith Glenn, as Vice President of LandMar Management, LLC, a Delaware limited liability company, the Manager of LandMar Group, LLC, a Delaware limited liability company, the Sole Member of THE RESERVE, LLC, a Delaware limited liability company, on behalf of the company.

He is:

- personally known to me; or
- produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- produced the following identification: _____

Kay H. Arnette
Notary Public, State and County Aforesaid
Name: Kay H. Arnette
My Commission Expires: 6-28-14
My Commission Number is 42

EXHIBIT "A"
(First Amendment to Articles of Incorporation)

FCC RD

((H12000237530 3))

FIRST AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC.

12 SEP 28 PM 2:55
FILED
DEPARTMENT OF STATE
TALLahassee, FLORIDA

THIS FIRST AMENDMENT TO ARTICLES OF INCORPORATION OF GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC. (the "Amendment") is made as of this 26th day of September, 2012, by THE RESERVE, LLC, a Delaware limited liability company (the "Developer"), and consented to and joined by GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation ("Association").

RECITALS:

A. Pursuant to the provisions of Section 617.1006, Florida Statutes, the Association adopts these amendments to its Articles of Incorporation.

B. This Amendment amends the Articles of Incorporation of the Association filed April 11, 2007 with the Florida Department of State Division of Corporations (the "Articles"), related to the Grand Landings - Phase I Plat recorded in Map Book 36, Page 37 of the Public Records of Flagler County Florida.

C. The Articles of Incorporation of Grand Landings Master Association, Inc. were attached to that certain Declaration of Covenants and Restrictions for Grand Landings recorded April 27, 2007, in Official Records Book 1567, Pages 797 of the Public Records of Flagler County, Florida, as amended by that certain First Amendment to the Declaration of Covenants and Restrictions for Grand Landings Amendment recorded on September 12, 2007, in Official Records Book 1613, Page 1625 of the Public Records of Flagler County, Florida, and as amended by that certain Second Amendment to the Declaration of Covenants and Restrictions for Grand Landings Amendment dated effective September 26, 2012, to be recorded, in the Public Records of Flagler County, Florida (collectively, the "Declaration").

D. Pursuant to the Declaration, the Developer is the "Declarant" and sole "Class 'B' Member" of the Association and has the right pursuant to Article X, Section 1 of the Articles, to make certain amendments to the Articles and is making this Amendment to make the Articles consistent with the Declaration, and the Association has joined in and consented to this Amendment as set forth on the Association Joinder and Consent attached hereto.

E. The foregoing Amendment shall become effective on the date this Amendment is filed with the Florida Department of State Division of Corporations, in accordance with the corporation laws of the State of Florida.

(25137868:3)

((H12000237530 3))

EXHIBIT **A**

((H12000237530 3))

NOW, THEREFORE, the Developer with the joinder and consent of the Association, amends the Articles as follows:

1. Recitals. The above Recitals are true and correct and expressly incorporated herein by this reference. All capitalized terms not defined in this Amendment shall have the meaning set forth in the Declaration.

2. Club Owner. Article IV, Section 2 is hereby deleted in its entirety, and shall be of no force and effect.

3. Voting Rights: CLASS B. The second paragraph of Article V, Section 1 is hereby deleted in its entirety and replaced with the following provision in order to make the same consistent with the controlling provisions of the Article IV, Section 4.2(b) of the Declaration:

“ CLASS B. The Class B member is Declarant, who is entitled to ten (10) votes for each Lot or proposed Lot owned within the Property. The Class B membership will cease and convert automatically to Class A Membership on the first to occur of the following events: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) ten (10) years from the recording date of the Declaration; or (iii) the effective date of the Declarant’s written waiver of the Class membership rights. Upon the conversion of Class B membership, all provisions of the Declaration, these Articles, and the By-Laws referring to classes of membership will be of no further force and effect.”

4. Ratification. Except as modified and amended hereby, the Articles remains in full force and effect and is ratified and confirmed by the Association. In the event of any conflict between the terms of this Amendment and the Declaration, the terms of the Declaration shall control and be given effect as necessary to resolve such conflict. From and after the date of this Amendment, all references to the Articles shall be deemed to refer to the Articles as amended by this Amendment.

5. Effective Date. The Amendment shall become effective on the date this Amendment is filed with the Florida Department of State Division of Corporations.

6. Adoption. This Amendment was adopted by the Board of Directors on September 26, 2012. No membership entitled to vote.

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((H12000237530 3))

EXHIBIT "B"
(First Amendment to By-Laws)

FCC RD

**FIRST AMENDMENT TO
BY-LAWS OF
GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO BY-LAWS OF GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC. (the "Amendment") is made effective as of the 26th day of September, 2012 (the "Effective Date"), by the members of the Board of Directors of the **GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation ("Association").

RECITALS:

A. Pursuant to the provisions of Section 617.0206, Florida Statutes, the Association acting through its Board of Directors adopts this Amendment to the Association's By-Laws dated September 12, 2007 (the "Bylaws"), related to the Grand Landings – Phase I Plat recorded in Map Book 36, Page 37 of the Public Records of Flagler County Florida.

B. The Bylaws were attached to that certain First Amendment to the Declaration of Covenants and Restrictions for Grand Landings Amendment recorded on September 12, 2007, in Official Records Book 1613, Page 1625 of the Public Records of Flagler County, Florida (the "First Amendment"), and as amended by that certain Second Amendment to the Declaration of Covenants and Restrictions for Grand Landings (the "Second Amendment") effective September 26, 2012, to be recorded in the Public Records of Flagler County, Florida, and which Declaration as amended by the First Amendment and the Second Amendment (collectively, the "Declaration").

NOW, THEREFORE, the Board of Directors of the Association, acting by unanimous written consent pursuant to Article IV, Section 7 of the Bylaws, amends the Bylaws as follows:

1. Recitals. The above Recitals are true and correct and expressly incorporated herein by this reference. All capitalized terms not defined in this Amendment shall have the meaning set forth in the Bylaws and/or the Declaration.

2. Powers of the Association. Article XI is hereby deleted in its entirety and replaced with the following provision:

"ARTICLE XI

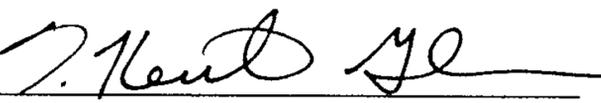
Powers of the Association

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 provisions of these By-Laws, the Articles or the Declaration."

3. Effective Date. This Amendment is made as of the Effective Date set forth above.

4. This Amendment may be executed in counterparts, each of which counterpart shall constitute an original and all of which counterparts shall constitute one original.

BOARD MEMBERS:



T. Keith Glenn

William D. Yeager



Mary Sullivan

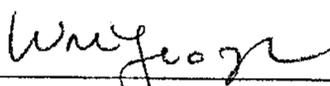
FCC RD

delegated to or reserved to its membership by any provisions of these By-Laws, the Articles or the Declaration.”

3. Effective Date. This Amendment is made as of the Effective Date set forth above.
4. This Amendment may be executed in counterparts, each of which counterpart shall constitute an original and all of which counterparts shall constitute one original.

BOARD MEMBERS:

T. Keith Glenn



William D. Yeager

Mary Sullivan

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF MECKLENBURG)

The foregoing instrument was executed, acknowledged and delivered before me on September 27, 2012, by T. Keith Glenn, as Board Member of Grand Landings Master Homeowners' Association, Inc.

He is:

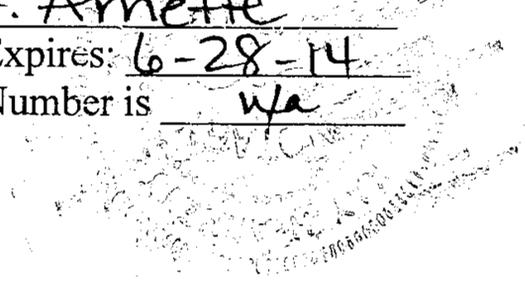
personally known to me; or

produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or

produced the following identification: _____

REC'D

Kay H. Arnette
Notary Public, State and County Aforesaid
Name: Kay H. Arnette
My Commission Expires: 6-28-14
My Commission Number is n/a



STATE OF NC)
) ss:
COUNTY OF Buncombe)

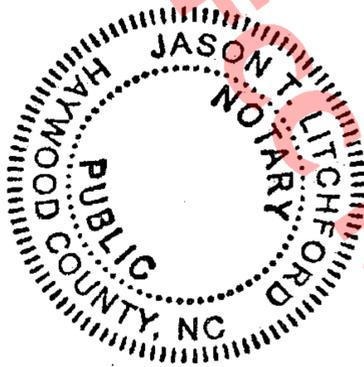
The foregoing instrument was executed, acknowledged and delivered before me on September 27th, 2012, by William D. Yeager, as Board Member of Grand Landings Master Homeowners' Association, Inc.

He is:

personally known to me; or

produced a driver's license issued by the North Carolina Department of Highway Safety and Motor Vehicles as identification; or

produced the following identification: _____



[Signature]
Notary Public, State and County Aforesaid
Name: JASON T. LITCHFORD
My Commission Expires: 04/07/2013
My Commission Number is N/A

STATE OF FLORIDA)
COUNTY OF DUVAL) ss:

The foregoing instrument was executed, acknowledged and delivered before me on September 28, 2012, by Mary Sullivan, as Board Member of Grand Landings Master Homeowners' Association, Inc.

She is:

- personally known to me; or
- produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- produced the following identification: _____

Ruth F. Docuyan

Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is _____



RECORDED