

**PROPOSAL TO AMEND AND RESTATE THE BYLAWS OF GRAND LANDINGS
MASTER HOMEOWNERS' ASSOCIATION, INC.**

Substantial rewording. See governing documents for current text.

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**AMENDED & RESTATED BYLAWS
OF
GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC.
A Florida Not For Profit Corporation**

**ARTICLE I
IDENTIFICATION OF THE ASSOCIATION**

These are the Amended & Restated Bylaws of **Grand Landings Master Homeowners' Association, Inc.** ("Association"), a corporation not-for-profit incorporated under the laws of the State of Florida and organized for the purpose of operating and maintaining Property located in Flagler County, Florida, known as Grand Landings. The undersigned Officers certify that these Amended & Restated Bylaws were approved in the manner required by Article IX of the Articles of Incorporation.

1.1 Principal Office. The principal office of the Association shall be located at c/o Association Community Management Concepts of Jacksonville, 7400 Baymeadows Way, Suite 317, Jacksonville, FL 32256, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or in such other location within forty-five (45) miles of the Property (unless preserved electronically).

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association, if any, shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. Unless defined herein, capitalized terms herein shall have the meanings set forth in the Declaration of Covenants and Restrictions for Grand Landings, recorded in Book 1567, Page 797, et seq., of the Official Records of Flagler County, Florida, as amended from time to time ("Declaration"). To the extent that a term appears herein and has not been defined herein, in the Articles of Incorporation, or in the Declaration, those terms as defined in Chapter 720 of the Florida Statutes shall control.

**ARTICLE II
MEMBERS & VOTING**

2.1 Members. The Members of the Association shall be as set forth in the Declaration and Articles of Incorporation.

2.2 Annual Meeting. The annual Members' meeting shall be held on a date and at a location each year as determined by the Board of Directors from time to time. The purpose of the

annual meeting shall be to elect members of the Board of Directors and to transact any other business authorized to be transacted by the Members or as otherwise stated in the notice of the meeting sent to the Members in advance of the annual meeting. Annual meetings shall be held between eleven (11) and thirteen (13) months following the immediately preceding annual meeting on a date determined by the Board.

2.3 Special Meetings. Special Members' Meetings shall be held at a location in Flagler County or at such other place within the State of Florida determined by the Board whenever called by the President of the Association or by a majority of the Board. If Members holding twenty percent (20%) of the voting interests petition the Board to hold a special meeting of the Members, the Board shall schedule a special meeting of the Members within sixty (60) days of receipt of the petition. Any such petition must identify the purpose of the meeting all proposed agenda items for the special meeting of the Members, and the business conducted at the meeting shall be limited to items identified in the petition to be included in the meeting agenda.

2.4 Notice. The Secretary or Association management shall provide written notice of Members' meetings stating the time, place, and agenda for the meeting. A copy of the notice shall be mailed or hand delivered to each Member at least fifteen (15) days, but not more than forty-five (45) days prior to the Members' meeting and may also be posted in a conspicuous place on Association Property. Notices shall be mailed or delivered to the address of the Member as it appears on the roster of Members in the Association's Official Records. Members must provide an address in writing to the Association for the purpose of receiving official notices from the Association, and if they do not do so, any notice sent to the mailing address designated on the County property appraiser's website for the Lot shall be deemed properly sent. The Association may provide notice for any matter by electronic transmission in lieu of written notice if the Member consents in writing to receiving notice by electronic transmission and designates a facsimile number or e-mail address to the Association to be used for such purposes.

2.5 Waiver. Notice of specific meetings may be waived before or after the meeting. The attendance of any Member or by any person authorized to vote on behalf of any Member shall constitute a waiver of such Member's notice of meeting, except when the purpose for his or her attendance is to object to the transaction of business because the meeting was not lawfully called.

2.6 Member Participation in Meetings. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. The Association may adopt reasonable rules and Regulations governing the frequency, duration, and manner of Member participation. Any Member may tape record or video tape a meeting of Members subject to reasonable rules and Regulations adopted by the Board.

2.7 Quorum. A quorum at Members' meetings shall be the presence in person or by proxy of thirty percent (30%) of the total eligible voting interests.

2.8 Voting.

a) **Number of Votes.** In any meeting of Members, the Members shall be entitled to cast one voting interest for each Lot owned with respect to matters for which the

Members are entitled or permitted to vote, subject to the Declaration and Articles. The vote of a Lot shall not be divisible.

b) Majority Vote. The acts approved by a majority of the eligible voting interests present in person or by proxy at a meeting at which a quorum is attained shall be binding upon all Members for all purposes except where otherwise provided by law or by the Governing Documents. Where approval of the voting interests is specifically required, reference in the Governing Documents to approval of a percentage of the voting interests shall refer to a percentage of the voting interests voting in person or by proxy at which a quorum is attained and not a percentage of the total (or entire) voting interests unless the provision specifically references the approval of a percentage of the total voting interests. Members shall only have the right to exercise their voting interests with respect to matters for which they are expressly entitled to vote by the Governing Documents or applicable law.

c) Voting Member. The Member entitled to cast the voting interest attributable to the Lot shall be established by the roster of Members maintained by the Association. If a Lot is owned by more than one person, the person entitled to cast the voting interest for the Lot shall be designated by a certificate signed by all the record owners of the Lot according to the roster of Owners and filed with the Secretary of the Association (the "Voting Certificate"). If a Lot is owned by a business organization or other non-natural person, the person entitled to cast the voting interest for the Lot shall be designated by a Voting Certificate signed by an authorized representative and filed with the Secretary of the Association. Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Lot has occurred. Any record owner of a Lot may revoke a Voting Certificate designating the person entitled to cast a vote for that Lot.

If a Voting Certificate is required but is not on file or has been revoked, the voting interest of the Owner(s) of such Lot shall not be considered for the computation of a quorum or for any other purpose, and the total number of eligible voting interests in the Association shall be reduced accordingly until a Voting Certificate is filed, unless the Lot is owned jointly by spouses. If a Lot is owned jointly by spouses, they may designate a voting member through a Voting Certificate in the manner described above, but if they do not, either spouse may cast the voting interest associated with their Lot provided both spouses do not attempt to cast the voting interest inconsistently.

d) Electronic Voting. The Association may conduct elections and other membership votes through an Internet-based online voting system if a Member consents, in writing, to online voting and the requirements of the Homeowners' Association Act are satisfied.

2.9 Proxies. General and limited proxies may be used to vote for any matters unless expressly prohibited by law. A proxy may be made by any person entitled to vote but shall only be effective for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days

after the date of the first meeting for which it was given. Every proxy shall be revocable at any time prior to the meeting for which it was given at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the Voting Interest for the Lot, and filed with the Secretary of the Association before the appointed time of the meeting. For so long as Article XII, Section 4 of the Articles of Incorporation so provides, no Owner may hold more than five (5) proxies. In addition, notwithstanding the foregoing, ballots for the election of Directors may not be cast by proxy and they may only be cast directly by a Member in the manner described below.

2.10 Order of Business. If a quorum has been attained, the order of business at annual Members' Meetings, and to the extent applicable, other Members' meetings, shall be:

- a) Call to order by the President;
- b) Proof of notice of the meeting or waiver of notice;
- c) Determination of Quorum;
- d) Conduct election;
- e) Reading of unapproved minutes (or waiver thereof);
- f) Reports of Officers;
- g) Reports of Committees;
- h) Announcement of election results;
- i) Unfinished business;
- j) New business;
- k) Adjournment.

The preceding order of business or parts thereof may be waived or modified at the direction of the Chairman or a majority of a quorum of the Board of Directors.

2.11 Adjournment. If any proposed meeting cannot be organized because a quorum cannot be attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained. Except as otherwise provided above, proxies given for the adjourned meeting shall be valid for the subsequent meeting.

2.12 Minutes. The Association shall keep all minutes from Members' meetings with its Official Records for at least seven (7) years. The minutes shall be kept in a book available for inspection by Owners or their authorized representatives or Board members at any reasonable time, subject to reasonable rules and Regulations concerning the time, place, and manner of inspection that the Board may adopt from time to time. The Association may preserve meeting minutes electronically.

2.13 Action Without Meeting. Except as otherwise required by law, any action that may be taken at any annual or special meeting of Members may be taken without a meeting, prior notice, or a vote if one or more written consents setting forth the action to be taken is signed by enough Members (or persons authorized on their behalf) that would be necessary to authorize or take such action at a meeting of the Members at which all Members entitled to vote thereon were present and voted. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. Such notice shall fairly

summarize the material features of the authorized action. The Association shall not be bound by any purported action by the Members if such action is prohibited by law or the Governing Documents.

ARTICLE III DIRECTORS

3.1 Number. The Association shall be governed by a Board of Directors consisting of at least three (3) but not more than seven (7) people. The total number of Director positions on the Board as of the time of the adoption of these Amended and Restated Bylaws is five (5). The number of Director positions on the Board of Directors may be increased or decreased periodically upon the affirmative vote of a majority of a quorum of the voting interests, but it must always be comprised of an odd number of not fewer than three (3) people and not more than seven (7) people. Any increase or decrease shall not take effect until the next Members meeting at which an election is conducted.

3.2 Election of Directors. The Board of Directors shall be elected by written ballot. Regular elections shall occur in conjunction with annual meetings, and eligible candidates elected shall take office upon the adjournment of the annual meeting or special meeting (as applicable) at which they were elected. At least sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit, whether by separate Association mailing or included in another Association mailing (including any regularly published newsletters) to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person who desires to be a candidate for the Board of Directors must provide written notice to the Association of his or her desire to be a candidate at least forty (40) days before the scheduled election. Nomination of candidates from the floor at the annual meeting (or special meeting, as applicable) is prohibited. The Association shall thereafter mail, deliver, or electronically transmit a notice of the annual meeting and election to all Members entitled to vote, together with an agenda, a ballot which shall list all eligible candidates in alphabetical order by surname, and any candidate information sheets which have been timely provided to the Association, at least fifteen (15) days before the annual meeting (or special meeting, as applicable) and election. Members entitled to vote shall return their completed ballots using a two-envelope system, described further below, to preserve anonymity of ballots. The election shall be decided by a plurality of ballots cast. There shall be no quorum requirement to conduct an election; however, the Association must receive ballots from at least twenty percent (20%) of the total, eligible voting interests of the Members in order to have a valid election for the Board of Directors. Cumulative voting is prohibited, and no Member shall permit any other person to vote or cast his or her ballot. Ballots for the election of Directors may not be cast by proxy. Any improperly cast ballots will be deemed invalid and disregarded; provided, however, that the Association may accept ballots cast in a manner that does not strictly comply with the two-envelope system so long as the Board, in its reasonable discretion, does not have reason to suspect that the ballot was cast fraudulently or by someone other than the Member eligible to vote.

a) Two-Envelope Election Process. Along with the second annual meeting notice, the Association shall provide a ballot, an outer envelope addressed to the agent authorized by the Association to receive the completed ballots, and a smaller, inner

envelope into which the completed ballot is to be placed. The exterior of the outer envelope shall indicate the name of the Member authorized to cast the ballot, the Lot number (or property address) for which the ballot may be cast, and shall contain a signature space for the Member authorized to cast the vote. Once the ballot is completed, the voting Member shall place the completed ballot in the inner, smaller envelope and seal the envelope, then place the inner envelope into the outer, larger envelope, then seal the outer envelope. Each inner envelope shall contain only one ballot. The person authorized to cast the ballot shall sign the exterior of the outer envelope in the space provided for such signature. The outer envelope containing the inner envelope and completed ballot shall either be mailed or hand delivered to the Association so it is received before last call for ballots at the meeting. Upon receipt by the Association, no ballot may be rescinded or changed.

b) Candidate Information Sheet. Upon request of a candidate, the Association shall include a one-page information sheet, no larger than one side of one 8 ½ inch by 11 inch page, which must be furnished by the candidate at least forty (40) days before the annual meeting (or special meeting, as applicable) and election to be included with the mailing of the second annual meeting notice, ballots, and envelopes. The costs associated with the copying, mailing, and delivery shall be borne by the Association. The candidate information sheet may contain information regarding the educational and professional background of the candidate along with other truthful information and reasons for which the candidate believes he or she should be elected.

c) Assistance for Disability. Any Member who needs assistance with casting a ballot for reasons related to blindness, inability to read or write, or disability may obtain assistance in casting his or her ballot by contacting the Association.

d) Counting of Ballots. The counting of ballots shall occur at the annual meeting (or special meeting, as applicable) in the presence of Members in attendance. The agent authorized to receive ballots on behalf of the Association shall bring all sealed outer envelopes to the annual meeting. A committee of at least three persons who are not current Directors, Officers, candidates, or any of their spouses, shall either be appointed by the Board before the annual meeting (or special meeting, as applicable) or by the membership at the annual meeting. The committee shall first review all outer envelopes and compare the signatures thereon to the roster of Members maintained by the Association to confirm that the outer envelope was signed by a person authorized to exercise the vote for the Member and Lot. If the outer envelope is signed by an authorized person, it shall be opened, and the inner envelope shall be placed in a separate receptacle. If the outer envelope is not signed by an authorized person, it shall be marked “disregarded,” shall not be opened, and shall be set aside to be kept with the Association’s Official Records for at least one year following the annual meeting (or special meeting, as applicable). Once all outer envelopes have been reviewed and verified, the committee may begin to open the inner envelopes and count the ballots therein. If any ballot purports to indicate a number of votes exceeding the total number of positions available on the Board to be elected, it shall be marked “disregarded,” shall not be counted, and shall be set aside to be kept with the Association’s Official Records for at least one year following the annual meeting. After all ballots have

been counted, the committee shall announce the results at the annual meeting (or special meeting, as applicable).

e) **Election Not Required.** An election and balloting are not required unless more candidates timely submit notices of intent to run than vacancies exist on the Board. If the number of eligible candidates who timely submit notices of intent to run is less than or equal to the total number of vacancies on the Board of Directors, then no balloting or election is necessary, and the eligible candidates shall take office upon adjournment of the annual meeting (or special meeting, as applicable), regardless of whether a quorum was attained.

3.3 Electronic Notices & Voting. Notwithstanding anything herein to the contrary, the Association may conduct elections and other membership votes through an Internet-based online voting system if a Member consents, electronically or in writing, to online voting and any requirements imposed by law are followed. In addition, any notice required or permitted to be provided by the Association to a Member may be provided by electronic transmission if the Member consents in writing to receive notice by electronic transmission and provides an email address or facsimile number to the Association to be used for such purposes.

3.4 Candidate Eligibility; Director Delinquencies. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association on the last day that he or she could provide written notice of his or her intent to be a candidate for election may not seek election to the Board, and his or her name shall not be listed on the ballot. A person serving as a Director who becomes more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board, creating a vacancy on the Board to be filled according to law. For purposes of this paragraph, the term “any fee, fine, or other monetary obligation” means any delinquency to the Association with respect to any parcel (Lot). A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, may not seek election to the Board and is not eligible for Board membership unless such person’s civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a person was ineligible to seek election to the Board or that a member of the Board became ineligible or disqualified from service after being elected or appointed.

3.5 Terms of Office. Elected Directors shall serve one-year terms beginning at the adjournment of the meeting at which they were elected and ending upon the adjournment of the meeting at which their successors are elected.

3.6 Vacancies & Recall. Vacancies on the Board of Directors and recall (removal) of Directors shall be governed by the following provisions.

a) **Recall of Directors.** Any Director elected by the Members or appointed by the Board may be removed without cause by the vote or agreement, in writing, of a majority of the total voting interests of the Association in accordance with the Homeowners’

Association Act. A Director may not be recalled at a Members meeting. If less than a majority of the Directors are recalled, the Board shall have the right to fill the vacancies created by the recall by appointment, if the recall is certified by the Board. If at least a majority of the Board is recalled, then the Members voting in favor of the recall shall vote for replacement Directors in the same written instrument(s) in which the recall is presented.

b) Vacancies. Except as provided in Section 3.6(a), vacancies on the Board occurring between annual meetings may be filled by appointment by the remaining Directors or the sole Director, as the case may be.

c) Inability to Attain a Quorum. If at any time there is an insufficient number of Directors to constitute a quorum, any Owner may apply to the Circuit Court with jurisdiction for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association and post in a conspicuous place on the Association Property (if there is any such property) a notice describing the intended action and giving the Association an opportunity to fill a sufficient number of vacancies to constitute a quorum in accordance with the Governing Documents. If the Association fails to fill a sufficient number of vacancies to constitute a quorum, the Owner may proceed with the petition to appoint a receiver. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, along with court costs and attorney fees. The receiver shall have all powers and duties of the Board of Directors and shall serve until the Association fills a sufficient number of vacancies on the Board to constitute a quorum.

3.7 Board Meetings.

a) Minimum Required Meetings. The Board of Directors shall meet at least once quarterly each calendar year. The President, Vice President, and a majority of a quorum of the Board shall each have the authority to require a Board meeting to be scheduled and conducted.

b) Organizational Meeting. Within ten (10) days of their election or appointment, the Board of Directors shall hold an organizational meeting at such place and time as shall be established by the Board. The purpose of the organizational meeting is to appoint Officers.

c) Right to Attend, Speak, and Record. Meetings of the Board at which a quorum of the Directors is present are open to all Members, except as otherwise provided herein. A Member may tape record or videotape the meetings, subject to reasonable Regulations adopted by the Association. The right to attend includes the right to speak at such meetings for up to three minutes regarding designated agenda items.

d) Notice. Notice of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) continuous hours before the meeting except in an emergency. Written notice of any meeting at which nonemergency Special Assessments, or at which amendment to rules or Regulations regarding Lot use, will be considered must

be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on Association Property at least fourteen (14) days before the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Official Records of the Association. The Board shall adopt a rule designating a specific location in the community where all notices of Board meetings are to be posted. In the alternative, if notice is not posted in a conspicuous place in the community, 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. Notwithstanding, the Association may provide notice for any matter by electronic transmission in lieu of written notice if the Member consents in writing to receiving notice by electronic transmission and designates a facsimile number or e-mail address to the Association to be used for such purposes.

e) **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt of notice by that Director. Attendance by any Director at a meeting shall constitute a waiver of notice of that meeting, except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because that meeting was not lawfully called.

f) **Member Petition.** If Members holding at least twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board at its next regular meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, shall place the item on the agenda for the next Board meeting.

g) **Committee Meetings.** Notice in the manner required for meetings of the Board shall be required for meetings of a committee that has the authority to make a final decision regarding the expenditure of Association funds or has the authority to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member. Meetings of committees with such authority shall also be open to Members. Notice of meetings of a committee that does not have such specific authority is not required and such meetings are not required to be open for attendance by Members.

h) **Closed Meetings.** Notwithstanding the foregoing, the requirement that Board meetings and certain committee meetings be open for attendance by Members does not apply to meetings between the Board or a committee and the Association's attorney concerning proposed or pending litigation, if the contents of the discussion would otherwise be governed by the attorney-client privilege or to Board meetings held for the purpose of discussing personnel matters.

i) **Quorum.** The presence of Directors holding a majority of the total positions on the Board of Directors shall constitute a quorum at meetings of the Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Governing Documents or applicable law.

j) Adjourned Meetings. If any proposed meeting of the Board of Directors is attended by less than a quorum of Directors, the majority of those present may adjourn the meeting from time to time until a quorum is attained; provided, however, that the notice requirements contained in these Bylaws are fulfilled. At a following meeting, any business that may have been transacted at the previously adjourned meeting as initially called may be transacted.

k) Presiding Officer. The presiding Officer at meetings of the Board of Directors shall be the President, unless he or she designates another person to preside over the meeting, who need not be a Director or Officer.

l) Order of Business. If a quorum has been attained, the order of business at Directors' meetings, unless waived in whole or part by the presiding Officer or modified by the Board by motion, shall be:

- (i)** Proof of notice of meeting;
- (ii)** Determination of Quorum;
- (iii)** Reading and disposal of any unapproved minutes;
- (iv)** Reports of Officers and committees;
- (v)** Unfinished business;
- (vi)** New Business;
- (vii)** Adjournment.

m) Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representatives and Directors. The Association shall retain meeting minutes for at least seven years. Minutes may be preserved electronically provided they are capable of being produced in written form within a reasonable time. The Association shall make the meeting minutes available for inspection within ten business days of receipt of a written request submitted by an Owner to the Association by certified mail, return receipt requested.

n) Preservation of Covenants & Restrictions. At the first Board meeting, excluding the organizational meeting, which follows the annual meeting of the Members, the Board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or Association from extinguishment under the Marketable Record Title Act, chapter 712, and to authorize and direct the appropriate officer to file notice in accordance with s. 720.3032.

3.8 Action by Directors without Meeting. Unless prohibited by applicable law, any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the action is taken by all members of the Board of Directors. The action must be evidenced by one or more written consents describing the action taken and signed by each Director, and such action shall be effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

3.9 Compensation. Directors shall not be compensated for their services to the Association in their capacities as Directors.

3.10 General Powers. The Board shall have all powers and rights provided by the Governing Documents, Homeowners' Association Act, and Florida Not for Profit Corporation Act. All actions and decisions of the Association shall be exercised by the Board and shall not require approval of the voting interests of the Members except when specifically required by the Governing Documents or applicable law.

3.11 Emergency Powers. In the event of any "emergency" as defined by Sections 617.0303 and 720.316, Florida Statutes (as such statutes may be amended from time to time), the Board of Directors may exercise the emergency powers described in Sections 617.0303 and 720.316, Florida Statutes, as amended from time to time.

3.12 Rules and Regulations. The Board shall have the authority to adopt reasonable rules and Regulations governing the use of the Property and the conduct of Members and their tenants, guests, and invitees.

ARTICLE IV OFFICERS

4.1 Executive Officers. The executive Officers of the Association shall be a President, Vice President, a Treasurer, and a Secretary, all of whom shall be elected by the Board of Directors. A person may hold more than one office, except that the President may not also be the Vice President or Secretary. The Board of Directors may from time to time elect such other Officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

4.2 President. The President shall be the Chief Executive Officer of the Association and shall have all the powers and duties customarily vested in the office of President of a corporation not-for-profit, along with such other duties as prescribed by the Board of Directors.

4.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President shall also perform such other duties customarily vested in the office of Vice President of a corporation not-for-profit, along with such other duties as prescribed by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. The Secretary shall also perform such other duties as customarily vested in the office of Secretary, including but not limited to providing notices to the Members and the Directors and affixing the seal of the Association on instruments that require it. The Secretary shall also keep the records of the Association, except those maintained by the Treasurer, and shall perform all such duties as prescribed by the Board of Directors.

4.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities (if applicable), and evidence of indebtedness. The Treasurer shall

maintain all accounting records of the Association in accordance with good accounting practices, which shall be made available to the Board of Directors periodically and upon request. The Treasurer shall also perform such duties as prescribed by the Board of Directors.

4.6 Compensation. Officers shall not receive compensation for their services in their capacities as Officers.

4.7 Resignation & Removal. Any Officer or Director may resign at any time by delivering a written resignation to the President or Secretary, which shall take effect upon receipt, unless a later date is specified in the resignation. Acceptance of a resignation is not required for it to be effective. Officers may be removed at any meeting of the Board of Directors by majority vote of a quorum.

ARTICLE V ANNUAL BUDGET & ASSESSMENTS

5.1 Notice of Budget Meeting. The Board shall adopt a budget of the Association's anticipated expenses annually. Any meeting at which a proposed annual budget of the Association will be considered by the Board or Members shall be open to all Members. At least fourteen (14) days prior to such a meeting, the Board shall hand deliver to each Member, mail to each Member at the address last furnished to the Association by the Member, or electronically transmit to the location furnished by the Member for that purpose a notice of such meeting. An Officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the Official Records of the Association.

5.2 Proposed Budget – Contents. The proposed annual budget of estimated revenues and expenses must be detailed and must set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Declarant, or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge.

5.3 Reserves. In addition to annual operating expenses, the Association may, in its discretion, establish and maintain such reserves as it deems reasonable or necessary for capital expenditures and deferred maintenance for which the Association is responsible, which if established shall be collected as part of the Annual Maintenance Assessments. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. However, for any reserves that are established by the affirmative approval of a majority of the total voting interests of the Association, such reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by majority vote of the voting interests at which a quorum is present.

5.4 Assessments. Assessments shall be levied and collected in a manner as provided in the Declaration, and as supplemented in this Article. Assessments against Owners for their share of budget items shall be made for the applicable fiscal year annually. Such Assessments shall be payable on the dates and in the manner established by the Board. If the Board does not adopt an

annual budget for any fiscal year, the amount of the Annual Maintenance Assessment shall be presumed to have been made in the amount of the last prior Annual Maintenance Assessment based on the most recently adopted budget, and each installment on such Assessment shall be due upon each installment payment date until changed by the Board. In the event that the Annual Maintenance Assessment is deemed to be insufficient by the Board of Directors, the budget and Assessments may be amended at any time by the Board subject to the notice and meeting requirements of this Article. If the Board of Directors amends the budget and Assessments in a given year, payment of Assessments subsequent to the amendment shall be made according to the amended budget.

5.5 Other Assessments. The Association may levy Special Assessments and Specific Assessments as provided in the Declaration. The Board shall provide fourteen (14) days' written notice to the Member or Members against whom such Assessment is made prior to the Board meeting at which the Assessment will be considered which shall state the estimated amount and nature of the Assessment.

5.6 Acceleration & Default. If an Owner defaults in his or her Assessment installment payment obligation, the Association may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Owner and the filing of the claim of lien. The unpaid balance of the current budget years' Assessments shall thereafter be due on the date stated in the notice, but not less than five (5) days after the delivery of the notice to the Owner, nor less than ten (10) days after the mailing of such notice to him or her by certified mail, whichever first occurs.

5.7 Interest & Late Fees. Assessments and installments on Assessments that are not paid when due bear interest from the due date until paid at eighteen percent (18%) per annum or the greatest rate permitted by law, if law (as amended periodically) permits a greater amount of interest to be charged. In addition, the Association may charge an administrative late fee not to exceed the greater of \$25.00 or five percent (5%) of the amount of each Assessment installment that is not paid when due or paid past the due date.

5.8 Depository. The depository of the Association shall be such banks or institutions in the State as may be required by the Homeowners' Association Act and as shall otherwise be designated by the Board of Directors from time to time in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All Association funds shall be maintained separately in accounts in the Association's name. Reserve and operating funds of the Association shall not be commingled, except the Association may jointly invest reserve funds (in which case such jointly invested funds must be accounted for separately), nor shall any manager, agent, employee, Officer, or Director of the Association commingle any Association funds with his or her funds or with the funds of any other person.

5.9 Estoppel Certificates. The Association shall issue an estoppel certificate per § 720.30851, Fla. Stat. (2024) within ten (10) business days after receiving a written or electronic request for an estoppel certificate from a parcel owner or the parcel owner's designee, or a parcel mortgagee or the parcel mortgagee's designee. The Association may charge a fee up to the maximum amount permitted by law for the preparation and delivery of the estoppel certificate. The Association may

condition the delivery of an estoppel certificate on payment of the fee associated with its preparation and delivery by the requesting party. The Owner(s) of the Lot for which an estoppel certificate is requested shall indemnify, defend, and hold harmless the Association, its Directors, Officers, employees, principals, agents, and assigns from and against any and all claims, demands, costs, expenses, and judgments, including without limitation attorney fees and costs, arising out of or related to any claim or action by any party seeking reimbursement of the fee payable to the Association or its designee for the preparation and delivery of an estoppel certificate associated with such Owner(s)' Lot.

ARTICLE VI RECORDS

6.1 Official Records. The Association shall keep all Official Records as required by the Homeowners' Association Act. Such Official Records shall be made available to an Owner within ten (10) business days after receipt of a written request by the Board or its designee, unless otherwise agreed. Requests to inspect Official Records must be in writing and must be sent by certified mail, return receipt requested, to the address designated by the Association for receiving notices. Such records must either be made available within forty-five (45) miles of the Property or made available electronically if the requesting party has the means to access the records electronically.

6.2 Accounting Records. Accounting records for the Association shall be maintained according to generally accepted accounting practices for Associations and must be maintained for at least seven (7) years. The accounting records must include, but are not limited to:

- a) Accurate, itemized, and detailed records of all receipts and expenditures;
- b) A current account and a monthly, bimonthly, or quarterly statement of the account for each Lot designating the name of the Lot Owner, the due date and amount of each Assessment, the amount paid on the account, and the balance due;
- c) All audits, reviews, accounting statements, and financial reports of the Association;
- d) All contracts for work to be performed. Bids for work to be performed are also considered Official Records and must be maintained by the Association for the time prescribed by law.

6.3 Closed Records. While most of the Official Records of the Association are open for inspection to all Members of the Association, the following records are not accessible:

- a) Any record protected by the lawyer-client privilege as described in Section 90.502, Fla. Stat., and any record protected by the work-product privilege, including a record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in

anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

b) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot.

c) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term “personnel records” does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate the compensation paid to an Association employee.

d) Medical records of Members.

e) Social security numbers, driver’s license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a Member other than as provided to fulfill the Association’s notice requirements, and other personal identifying information of any person, excluding the person’s name, Lot designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association’s notice requirements. Notwithstanding the restrictions in this subparagraph, an Association may print and distribute to Members a Directory containing the name, parcel address, and telephone number of each Member. However, a Member may exclude his or her telephone number from the Directory by so requesting in writing to the Association. The Association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

f) Electronic security measures that are used by the Association to safeguard data, including passwords.

g) The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the Official Records of the Association.

6.4 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The level of financial reporting required shall be based on the Association’s total annual revenues as provided by the Homeowners’ Association Act.

6.5 Accounting. For so long as applicable law provides, a Member may make a written request to the Board for a detailed accounting of any amounts he or she owes to the Association related to the parcel, and the Board shall provide such information within fifteen (15) business days after receipt of the written request. After a Member makes such written request to the Board, he or she may not request another detailed accounting for at least ninety (90) calendar days. Failure by the Board to respond within fifteen (15) business days to a written request for a detailed accounting constitutes a complete waiver of any outstanding fines of the person who requested such accounting which are more than thirty (30) days past due and for which the Association has not given prior written notice of the imposition of the fines. The accounting contemplated by this Section does not constitute an estoppel certificate and may not be relied upon by any party incident to a transaction involving the conveyance of any interest (including without limitation a mortgage) of any Lot within the community.

ARTICLE VII ENFORCEMENT OF GOVERNING DOCUMENTS

7.1 Obligation to Comply with Governing Documents & Act. Each Member and the Member's tenants, guests, and invitees, and the Association, are governed by, and must comply with, the Association's Governing Documents and Homeowners' Association Act. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the Governing Documents or Homeowners' Association Act may be brought by the Association or by any Member against:

- a) The Association;
- b) A Member;
- c) Any Director or Officer of the Association who willfully and knowingly fails to comply with the Governing Documents; and
- d) Any tenants, guests, or invitees occupying a Lot or using Common Areas or other Association Property.

The prevailing party in any such action is entitled to recover reasonable attorney fees and costs, including all appeals. Certain "disputes" as defined in the Homeowners' Association Act shall be subject to a pre-suit offer to participate in mediation prior to instituting a lawsuit.

7.2 Fines. The Association may levy reasonable fines. A fine may exceed \$100 per violation against any Member or any Member's tenant, guest, or Member's Invitee for the failure of the Member or its occupant, licensee, or Invitee to comply with any provision of the Governing Documents. The Board may adopt reasonable Regulations establishing the maximum fines for violations, which may exceed \$100.00 per violation, regardless of whether the violation is a continuing violation. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing before the committee referenced in Section 7.4. Members shall be jointly and severally liable with their respective tenants, guests, and invitees for any fines imposed because of a violation by a Member's tenant, guest, or invitee. Fines may be imposed of an amount up to \$10,000.00 in the aggregate for a continuing violation. A fine of \$1,000 or more shall be treated as an Assessment and shall constitute a lien against a Member's Lot. In any action to recover a fine, the prevailing party is entitled to recover reasonable attorney fees and costs from the non-prevailing party.

7.3 Suspensions. The Association may suspend, for a reasonable period of time, the right of a Member, or a member's tenant, guest, or Invitee, to use Association Property, Common Areas, and facilities for the failure of the Member or a Member's tenant, guest, or invitee to comply with any provision of the Governing Documents of Homeowners' Association Act. The Association may also suspend a Member's voting rights and rights to use Association Property, Common Areas, and facilities if a Member is more than 90 days' delinquent in the payment of any fee, fine, or other monetary obligation due to the Association. The Association is not required to provide notice or an opportunity for a committee hearing for suspensions imposed for nonpayment of a fee, fine, or other monetary obligation due to the Association. Suspensions do not apply to that portion of Common Areas or Association Property used to provide access or utilities to the Member's Lot. A suspension may not prohibit an Owner or tenant of a Lot from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

7.4 Notice & Committee Hearing. All fines and suspensions imposed must be approved at a Board meeting. Except for suspensions imposed for nonpayment of a monetary obligation due to the Association, a fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' written notice to Owner at his or her designated mailing or e-mail address in the Association's Official Records and, if applicable, to any tenant, occupant, licensee, guest, or invitee, of the right to a hearing before a committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. The committee may hold the hearing by telephone or other electronic means, and the hearing must be held within ninety (90) days after issuance of the notice of the right to a committee hearing. A Member has the right to attend a committee hearing by telephone or other electronic means, but the Association shall have the right to determine the specific method of electronic means to be used. The committee hearing notice must include a description of the alleged violation, the specific action required to cure such violation, if applicable, and the hearing date, location, and access information if held by telephone or other electronic means. If the committee, by majority vote, does not confirm a proposed fine or suspension (except suspensions imposed because of nonpayment of a monetary obligation due to the Association), the fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

7.5 Notice after Committee Hearing. Within seven (7) days after the hearing, the committee shall provide written notice to the Member at his or her designated mailing or e-mail address in the Association's Official Records and, if applicable, to any tenant, occupant, licensee, guest, or invitee of the Member, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the Member or tenant, occupant, licensee, guest, or invitee of the Member may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid. If a violation has been cured before the hearing or in the manner specified in the written notice required in Section 7.4 or this Section, a fine or suspension may not be imposed. If a violation is not cured and the proposed fine or suspension levied by the Board is approved by the committee by majority vote, the committee must set a date by which the fine must be paid, which date must be at least thirty (30) days after delivery of the written notice required in this Section. If the committee fails to specify a date, the date shall be deemed thirty (30) days after delivery of the written notice required by this Section.

ARTICLE VIII AMENDMENTS & OTHER PROVISIONS

8.1 Indemnity. Every Director, Officer, employee, and designated agent (as may be designated in other contracts with such agent) of the Association shall be indemnified by the Association and against all expenses and liabilities, including attorney fees and costs reasonably incurred or imposed upon the Director, Officer, employee, or designated agent in connection with any proceeding or settlement of a dispute to which the Director, Officer, employee, or designated agent may be a party, or in which the Director, Officer, employee, or designated agent may become involved by reason of being or having been a Director, Officer, employee, or designated agent of the Association, regardless of whether that person maintained his or her position at the time such expenses are incurred; provided, however, that no such Director, Officer, employee, or designated agent shall be entitled to indemnification in the event that such person: (i) committed a violation of criminal law, unless the Director, Officer, employee, or designated agent had reasonable cause to believe his or her conduct was lawful and not no reasonable cause to believe his or her conduct was unlawful; (ii) engaged in a transaction from which the Director, Officer, employee, or designated agent derived an improper personal benefit; (iii) made an unlawful distribution as provided by Florida law; or (iv) engaged in willful misconduct or a conscious disregard for the best interests of the Association in the performance of his or her duties. The Association may advance expenses, including attorney fees and costs, associated with any legal action instituted against a Director, Officer, employee, or designated agent upon approval of a majority of the Board of Directors, exclusive of any Director seeking indemnification; provided, however, that the Association shall be entitled to reimbursement if it is ultimately determined that the Director, Officer, employee, or designated agent was not entitled to indemnification in accordance with this Article. In the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director seeking indemnification, approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all the rights to which Directors, Officers, employees, or designated agents may be entitled.

8.2 Amendments. These Bylaws may be amended in the manner provided in Article IX of the Articles of Incorporation. Within 30 days after recording an amendment to these Bylaws, the Association shall either provide copies of the amendment to Members or provide notice of the Official Records Book and Page number where the amendment was recorded.

8.3 Parliamentary Rules. The most recently published version of Roberts' Rules of Order shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, these Bylaws, or applicable law.

8.4 Severability. If any provision of these Bylaws shall for any reason be held invalid, illegal, or unenforceable, such provision shall not affect the validity or enforceability of any other provision of these Bylaws. Any such provision shall be construed in the broadest manner possible to effectuate the intended purpose of the provision while avoiding the invalid, illegal, or unenforceable portion thereof to the narrowest extent possible to effectuate the intended purpose. In any such event, the remaining provisions of these Bylaws shall remain valid and enforceable.

THESE AMENDED & RESTATED BYLAWS of Grand Landings Master Homeowners' Association, Inc. were adopted this ____ day of _____, 20____ in accordance with Article IX of the Articles of Incorporation.

Grand Landings Master Homeowners' Association, Inc.

Kevin Lauterbach, as President

Address: 7400 Baymeadows Way, Ste. 317
Jacksonville, FL 32256

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by Kevin Lauterbach, as President of Grand Landings Master Homeowners' Association, Inc., on behalf of the corporation.

(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced: _____ .

Attest:

Sharron Staab, as Secretary

Address: 7400 Baymeadows Way, Ste. 317
Jacksonville, FL 32256

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by Sharron Staab, as Secretary of Grand Landings Master Homeowners' Association, Inc., on behalf of the corporation.

(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced: _____ .