

Minutes
and
By Laws

OF

THE LANDINGS AT PLANTATION BAY HOME OWNER'S
ASSOCIATION, INC.

A MEMBERSHIP CORPORATION

DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS

THE LANDINGS AT PLANTATION BAY

THIS DECLARATION, made this 18th day of May,
1992, by EDWARD J. MILLER and BERTHA N. MILLER, his wife, RAYMOND
E. COLLINS and HELEN E. COLLINS, his wife and JOHN I. GOTLINGER and
HERMINE C. GOTLINGER, his wife, hereinafter referred to as the
"Owner".

W I T N E S S E T H

WHEREAS, the Owner's are the fee simple title owners of real
property located in Flagler County, Florida, more particularly
described in Article II of this Declaration and sometimes referred
to as "THE LANDINGS AT PLANTATION BAY, a Subdistrict, within the
Plantation Bay P.U.D. (Plantation Bay); and

WHEREAS, the properties are located within Unit 3 as shown
on Plat of Plantation Bay Phase 1a, duly filed in the Office of
the Clerk of Circuit Court of Flagler County, Florida, and recorded
in Plat Book 27, at Pages 40 through 48, inclusive of the Public
Records of Flagler County, Florida; (The Landings) and Unite 3
Replat as shown on Plat of Plantation Bay Phase 1a duly filed in
the Office of the Clerk of Circuit Court of Flagler County, Florida
and recorded in Plat Book 28 at Page 13, inclusive of the Public
Records of Flagler County, Florida; and

WHEREAS, Parcel I, while not shown separately on the Plat
of the Subdivision, consists of Lots 1 through 44 inclusive, as
shown on said Plat; and

WHEREAS, Parcel II, shown separately on said Plat as Tract

CA-2 _____, may be conveyed to the Association; and

WHEREAS, Parcel II is common space which is intended for the use and enjoyment of all lot owners in THE LANDINGS AT PLANTATION BAY; and

WHEREAS, the Owner desires to establish the "Landings Subdistrict" and to subject the properties within the Subdistrict to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of the properties and each owner thereof; and

WHEREAS, the Owner desires to organize a "Residential Association" to which should be delegated and assigned the powers of owning, administering, managing and operating Parcel II, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Owner has incorporated under the laws of the State of Florida, as a not for profit corporation, THE LANDINGS AT PLANTATION BAY HOME OWNER'S ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Owner declares that the properties described in Article II are and shall be held, transferred, sold, conveyed, leased, donated and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms, when used in this

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Declaration, unless the context shall prohibit, shall have the following meanings:

A. Association. Association shall mean and refer to THE LANDINGS AT PLANTATION BAY HOME OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns. The Articles of Incorporation and the By-Laws of the Association are attached hereto and made a part hereof as Exhibits "A" and "B" respectively.

B. Parcel I shall mean and refer to the real property described and designated as such in Article II hereof.

C. Parcel II shall mean and refer to the real property described and designated as such in Article II hereof.

D. Properties. Properties shall mean and refer to Parcel I and Parcel II in the aggregate.

E. Plat. Plat shall mean and refer to the Plantation Bay Phase 1a and Unit 3 and Unit 3 Replat Subdivision Plat as recorded in the Public Records of Flagler County, Florida and also known as The Landings Subdistrict.

F. Lots. Lots shall mean and refer to, in the aggregate, Lots 1 through 44 inclusive, as shown and described on the Plat, as heretofore defined and all improvements constructed thereon.

G. Parcel. Parcel shall mean and refer to any of the parcels, as heretofore defined, and all improvements constructed thereon.

H. Owner. Owner shall mean and refer to the record owner, whether one or more persons of an entity or entities, of the fee

simple record title to any Lot, as heretofore defined, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgage has acquired record title pursuant to foreclosure or any proceeding in lieu of foreclosure.

I. Member. Member shall mean and refer to all those owners, as heretofore defined, as provided in Article IV, Section 2, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property, which is and shall be held, transferred, sold, conveyed, leased, donated and occupied subject to this Declaration, is located in Flagler County, Florida, and is more particularly described as follows:

PARCEL I:

Lot 7 together with the northerly 0.92 feet of Lot 8, Plantation Bay Phase 1-a, Unit 3, according to the plat thereof as recorded in Plat Book 27, Pages 40 through 48, of the Public Records of Flagler County, Florida.

Lot 17 and 38 Plantation Bay Phase 1-a, Unit 3 Replat as shown on the Plat of Plantation Bay Phase 1-a, duly filed in the Office of the Clerk of Circuit Court of Flagler County, Florida and recorded in Plat Book 28, Page 13, Public Records of Flagler County, Florida.

PARCEL II:

Tract CA-2, Plantation Bay Phase 1-a, Unit 3, according to the plat thereof as recorded in Plat Book 27, Pages 40 through 48, of the Public Records of Flagler County, Florida.

Section 2. All remaining lots within the Landings Subdistrict may be annexed and added to this Declaration. Upon such annexation, the lot shall be subject to all of the terms,

conditions, provisions, limitations, assessments and lien rights, easements and restrictions contained in this Declaration and the Owner shall be entitled to all rights, burdens and privileges set forth in this Declaration including membership in the Association.

Any annexation in accordance with this Article II shall be made by recording a Declaration of Annexation in the Public Records of Flagler County, Florida, which shall subject the lot described therein to the terms and conditions of this Declaration.

ARTICLE III

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. No building or structure existing on the properties or subsequently emplaced and approved by the Association shall be used for a purpose other than that for which the building or structure was originally designed without the approval of the Association.

Section 2. No fence, wall, tree, hedge, or shrub planting shall be maintained on the properties in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree on the properties of a diameter of more than eight inches measured four feet above ground level, lying without the approved building, driveway and parking areas, shall be removed without the approval of the Association.

Section 3. No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done thereon that may be or become a nuisance or annoyance in the neighborhood.

Section 4. Other than existing fences or walls, no fence or wall of any kind shall be erected upon any portion of the properties unless approved by the Association.

Section 5. No portion of any Lot shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 6. No sign of any nature shall be displayed to public view on the properties except with the approval of the Association.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the properties, except that dogs, cats and other household pets (not exceeding two pets) may be kept provided they are not raised, bred or kept for any commercial purpose. No pets shall be permitted to roam at large and all shall be kept on leashes when within the Landings Subdistrict.

Section 8. If a connection to a master antenna or a community antenna television system is available to the properties, no television system is available to the properties, no television or radio antenna shall be located on the properties, unless approved by the Association.

Section 9. Only central heating and air conditioning systems shall be permitted on the properties.

Section 10. All lots are restricted to single family use. No Lot shall be reduced in size or further subdivided. No shed, trailer, portable building or other temporary building may be placed on any Lot. No exterior clothes lines or clothes drying

shall be permitted.

Section 11. Except in covered containers or receptacles, no rubbish, trash, garbage or other solid or liquid waste material shall be placed, stored, or maintained on the properties so as to be exposed to public view. All disposal shall be in dumpsters, if provided by the Association.

Section 12. All motor vehicles shall be parked only on the driveways which have been developed and designated for parking and any other areas of said Parcel II which from time to time may be approved and designated for parking by the Association. In addition to the requirements set forth herein relative to parking, all parking shall be subject to reasonable rules and regulations adopted by the Association from time to time. No vehicle shall be parked on any Lot or road right-of-way or any portion of Parcel II except as provided for above. No motor vehicle without a current license tag shall be parked or left unattended on the properties. The overnight parking and/or storage of trucks over one ton capacity, vehicles used in commercial activities, boat and trailers is prohibited.

Section 13. In order to preserve and maintain proper drainage within the Subdivision, no changes in elevation of any Lot shall be made without the prior written approval of the Association.

Section 14. All requests for approvals required by the Sections of Article III shall be submitted in writing to the Secretary of the Association. The Board of Directors of the Association shall approve, disapprove or modify a request within

(30) days after receipt of such request by the Secretary of the Association. Notice of the decision of the Board as to any such request shall be communicated to the maker by certified mail, return receipt requested. The decision of the Board shall be final and binding as to all requests submitted pursuant to the Sections of Article III. If the maker of such request has not received notice of the decision of the Board of Directors within said thirty (30) day period, such request shall be deemed to have been granted.

ARTICLE IV

MAINTENANCE

Section 1. Common Areas. The Association shall, at all times, maintain in good repair, operate, manage, insure and replace as often as necessary any and all improvements situated on the Common Areas, including but not limited to, parking areas, surface water management systems, landscaping including landscape buffers, lawns sprinkler systems, irrigation system, wells and pumps, drainage structures, street lighting fixtures and appurtenances, sidewalks and any other structures and utilities. All such work shall be done in a manner ordered by the Board of Directors of the Association acting on a majority vote and shall be in conformance with any rules and regulations promulgated by the Association governing the maintenance of the Common Areas.

Section 2. Lot Maintenance.

(a) Association. The Association shall provide exterior maintenance in the form of irrigation, routine mowing, trimming and other landscape maintenance necessary to maintain the existing

landscaping treatment and shall keep all planted areas including lawns and landscaping features alive (including such fertilization and irrigation as may be required) including replacement of any originally installed landscaping material as often as may be required with materials of the same or equivalent quality as the landscaping originally approved for the Lot. The Association shall also maintain and replace all irrigation equipment including sprinkler heads, lines, meters timers, valves, switches, clock, wells, pumps and any additional components comprising the underground irrigation system.

(b) Lot Owner. Each Lot Owner shall be responsible to maintain and repair everything on the Lot other than such maintenance as is provided by the Association.

(c) Assumption of Certain Lot Maintenance by Association. In addition to the maintenance required by Section 2(a) of this Article, the Association may assume, but is not required to assume, the responsibility for any or all of the exterior maintenance for all of the Lots. Such maintenance may include, but is not necessarily limited to, repainting or staining of the exteriors of any structures, the maintenance of exterior doors, windows or similar hardware and the maintenance and replacement of exterior lighting, mechanical facilities, roofs, paving and drainage systems. In the event the Association elects to assume such maintenance responsibilities, the Board of Directors shall notify the Owners of all Lots of the election and shall provide for the cost of such maintenance as a common expense in the same manner as

all other common expenses of the Association. Except as to repairs or maintenance performed by the Association on individual Lots pursuant to this Article, the Association shall not assume any additional maintenance responsibilities under this subsection unless responsibility for such maintenance is assumed uniformly as to all Lots within the subdistrict.

(d) Disrepair of Lots. In the event the Owner of any Lot shall fail to maintain such Lot and any improvements situated thereon, upon the direction of the Board of Directors, the Association shall have the right through its agents and employees, to enter upon said Lot to perform any required maintenance. Such maintenance shall only be undertaken after the Board has provided notice of the deficiency to the Owner. Such notice shall provide that the Owner shall have thirty (30) days from the date of the notice to remedy the deficiency and that, thereafter, any existing deficiency may be remedied by the Association at the Owner's expense. The cost of any maintenance supplied by the Association pursuant to this subsection shall be added to and become a part of the assessment to which the Lot receiving such maintenance is subject and may become a lien upon the Lot benefitted by such maintenance if unpaid within thirty (30) days of the date of the Association renders a statement setting forth the cost of the maintenance to the Lot Owner.

(e) Association Right to Enter Lots. For the purpose of performing the maintenance required under this article, the Association, through its duly authorized agents and employees,

shall have the right to enter upon any Lot at reasonable hours on any day.

(f) Negligence of Owner. Should any portion of the Common Areas or Lots which the Association maintains pursuant to this Article be damaged or destroyed as a result of the negligence of an Owner (or such Owner's lessees, guests, invitees or tenants), such Owner shall be responsible for the cost of any necessary repairs or maintenance required to restore the Common Areas or lots so damaged. The Association shall have the right to levy an assessment against the Owner responsible for such damage in an amount equal to the Association's cost to repair such damage. Such assessment may become a lien on the Lot(s) owned by such Owner if such assessment remains unpaid for more than thirty (30) days after the Association provides notice to the Owner of the assessment.

ARTICLE V

THE ASSOCIATION

Section 1. Purpose and Powers. The Owners have incorporated under the laws of the State of Florida, as a not for profit corporation, The Landings at Plantation Bay Home Owner's Association, Inc., true and complete copies of the Articles of Incorporation and the By-Laws of which are annexed hereto and made a part hereof as Exhibits "A" and "B", respectively. The purposes of the Association are to promote the health, safety and welfare of the members and to implement, administer, enforce and interpret the provisions of the Declaration. In furtherance thereof, the Association has the following powers:

A. To acquire the fee simple record title to Parcel II and all improvements thereon.

B. To hold, operate, manage, improve, replace, maintain and beautify Parcel II and all improvements thereon, without profit to itself, of the use, benefit and enjoyment of the members of the Association.

C. To provide lot maintenance as herein defined.

D. To implement, administer, enforce and interpret the provisions of this Declaration, the Articles of Incorporation, and the By-Laws.

E. To establish, make, levy and collect annual operating and special assessments against each member and against each member's Lot.

F. To make, establish and enforce reasonable rules and regulations governing the use and enjoyment of all Parcels.

G. Except as may otherwise be provided in this Declaration, the Articles of Incorporation or the By-Laws, the corporation shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida.

Section 2. Membership. The following shall be members of the Association and no other person or entity shall be a member of the Association:

A. Those lots owned who have executed this Declaration.

B. Any person or entity who is the record owner of a fee or undivided fee simple interest in any Lot (as this term is defined in this Declaration) and who annexes said Lot to this Declaration,

shall automatically be a member of the Association, provided that any such person or entity who holds such interest as a security for the performance of an obligation shall not be a member, except if such person or entity acquires such interest pursuant to foreclosure or any proceeding in lieu of foreclosure. At such time as a person or entity is no longer the record owner of such interest, the membership in the Association of such person or entity shall automatically terminate. The interest of a member in the funds, assets or real property of the Association cannot be conveyed, assigned, hypothecated or otherwise transferred except as an appurtenance to such member's Lot. No member shall bring or have the right to bring any action for partition or division.

Section 3. Voting Rights. Each member shall be entitled to one (1) vote for each Lot in which such person or entity holds the interest required for membership. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be members, and the vote for such Lot shall be cast by the person or entity named in a certificate signed by all of such members, which certificate shall be filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed, the vote of such members shall not be considered in determining the requirement for a quorum nor for any other purpose. All actions required to be taken by members and all notices required to be communicated to members shall be taken by and/or communicated to such members as are entitled to vote.

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ARTICLE VI

PROPERTY RIGHTS IN PARCEL II

Section 1. Location and Purpose. Parcel II as defined in Article II is hereby designated as "common area" intended for the use and enjoyment of all Lot owners in THE LANDINGS AT PLANTATION BAY. Title to all common areas, together with the improvements thereon, maybe obtained by the Association and annexed to this Declaration.

The common areas are to be devoted to and intended for the common use and enjoyment of the owners and their families, guests, persons occupying houses as house guests or tenants, subject to the rules adopted by the Association.

Section 2. Use of Common Area. The common areas shall be and same are hereby declared to be subject to a permanent, non-exclusive easement in favor of all of the owners of Lots, for the use of such owners, and the use of their immediate families, guests, licensees, invitees and others similarly used for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners. Such non-exclusive easement shall be appurtenant to each Lot and shall pass with the title to each and every Lot regardless of said easement being referred to or described in any instrument of conveyance.

By accepting any instrument of conveyance or by taking possession or occupying of any house, each such person does agree to abide by and comply with all rules and regulations promulgated

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by the Association for common area use. It being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all common areas and facilities.

Section 3. Operation and Maintenance. Upon conveyance of Parcel II to the Association, it shall become the Association's responsibility to operate and maintain all common areas and improvements thereon. It shall be the obligation of the Association to access, levy, enforce, and collect any and all assessments from the members of the Association which are required in order to maintain, operate, administer and repair the common areas.

ARTICLE VII

COVENANT FOR OPERATING AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner, upon annexing his lot, covenants and agrees to pay the annual operating and any special assessments to the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be charge on each Lot and shall be a continuing lien upon the Lot against which each such assessments are made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or entity that was the owner of such property at the time when such assessments fell due.

Section 2. Exclusive Use. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents of the property, including, but not limited to lot maintenance, the payment of taxes on the common areas and insurance thereon and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Assessments in General, Budgets, Duties of the Board of Directors of Association Attendant Thereto. The Association is hereby granted the right to establish, make, levy and collect annual operating and special assessments against the owner of each Lot and against each owner's Lot. In furtherance of said right, the following provisions shall be operative and binding upon the owner of each Lot:

A. All annual operating and any special assessments established, made, levied, and collected against the owners and their lots shall be identical. Anything to the contrary contained herein notwithstanding, the conveyance of Parcel II to the Association shall not be a condition to the payment of assessments.

B. The Board of Directors of the Association shall establish an annual budget and such budget shall project all operating expenses for the forthcoming year and capital replacements which are required to implement the purposes and powers of the Association. Prior to the budget, and no later than

March 31st annually, a copy of the proposed budget shall be delivered to each owner, at the owner's official mailing address listed with the Association or its agent management service. Upon adoption of a finalized budget, at a duly called budget adoption meeting, the annual operating assessment for the fiscal year shall be established based upon said budget. Failure to deliver a copy of said budget to each owner shall not affect the liability of any owner for such assessment. The Board shall, however, insure that its officers and agents shall be fully aware and comply with the requirements of notice and furnishing of the proposed budget.

Special assessments may be proposed by a recommendation of a majority of the Board or a recommendation of a majority of the owners. This recommendation may only be made when necessity is clearly shown. Expenses which could have been reasonably anticipated at the time of preparation of the annual budget, or can be reasonably deferred until the next annual budget adoption meeting cannot be made the subject of a special assessment recommendation.

The adoption of the annual budget shall be by majority vote of the Board of Directors. The adoption of any proposed special assessment shall be by vote of the owners and must be approved by sixty (60%) percent of the owners affected by the special assessment at a special assessment adoption meeting called in accordance with this Declaration and By-Laws.

C. The Board of Directors of the Association, in establishing said annual budget, may include therein a sum to be

collected and maintained as a special fund for capital replacements and reserves. The amount collected and allocated to the special fund for replacements from time to time shall be maintained in a separate account by the Association.

D. The adoption of the budget and the amount of the annual assessment shall be determined as provided for in the By-Laws of the Association.

E. The annual assessment (pro-rated on a monthly basis) shall commence against each Lot on the first day of the month following its annexation by Owner. Assessments shall be collected monthly in advance on the first day of each and every month.

Section 4. Effect of Non-Payment of Assessments, the Personal Obligation of the Owner, the Lien, Remedies of the Association. If the assessments as provided for herein are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessments are not paid within thirty (30) days after the due date a \$5.00 per month late charge will be added thereto and the assessments shall bear interest from the date of

delinquency at ten (10%) percent per annum until paid. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose, as hereinafter provided, the lien against the Lot. There shall be added to the amount of such assessments the costs of preparing and filing the Complaint in such action and in the event a Judgment is obtained, such Judgment shall include interest on the assessments, as above provided, and attorney's fees, together with the costs of the action.

The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interest, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or who may acquire mortgage, lien or other encumbrance on a Lot, are hereby placed on notice of the lien rights granted to the Association under this Declaration and all of such persons, firms, corporations and other business entities shall acquire their rights, title and interest in and to such Lot expressly subject to the lien rights provided herein.

The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Flagler County, Florida, of a Claim of Lien stating the description of the Lot encumbered by the lien, the name of the owner of the Lot, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien may include assessments which are due and payable when the Claim of Lien is made and recorded, plus interest, collection costs, attorney's fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The Claim of Lien shall be signed and verified by the President or the Vice President of the Association. When full payment of all sums secured by such lien is made, the Claim of Lien shall be satisfied of record by the President or Vice President of the Association. Institution of a suit of law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit of law to attempt to effect collection of any sum then remaining owing to the Association.

Section 5. Subordination of the Lien. The assessments lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject

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to assessments and it shall be subordinate to any Claim of Lien, provided that such mortgage or mortgages or Claim of Lien is recorded prior to the Association's Claim of Lien. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessments.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Maintenance by Association. There is hereby granted and created to the Association, its employees, subcontractors, agent and designees, a non-exclusive, perpetual easement over, through, across and under each Lot to permit the Association, its employees, subcontractors, agents or designees to maintain and replace, as necessary, those portions of the Lot required to be maintained, replaced and repaired by the Association, as provided in this Declaration.

Section 2. Easement for Sprinkler System. There is hereby granted and created to the Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under each Lot for the installation, maintenance, operation, repair and replacement of irrigation wells, pumps, equipment and sprinkler system lines and sprinkler heads, which lines and heads are hereby deemed to be the

property of the Association; provided, however, no lines shall be located under a Home on a Lot. Should a sprinkler line(s) or sprinkler head(s) be required to be maintained, repaired or replaced as a result of the negligence by an owner, his family, servants, guests or invitees, the applicable owner shall be responsible for the costs thereof, and the Association shall have the right to levy an assessment against the owner of said Lot for same, which assessment shall have the same force and effect as all other special assessments.

Section 3. Easement for Irrigation Pump and Lines and Access for Maintenance and Indemnification.

A. There is hereby created and granted to the Association a non-exclusive perpetual easement for operating, maintaining, installing wells and for the installment, maintenance, operation, repair and replacement of an electric irrigation pump, meters, timers and connecting water pipes and water lines over that portion of any lot upon which same is presently located for the purpose of pumping water from said lot to all portions of the subdistrict requiring irrigation for grass and landscaping. This easement shall automatically be granted over and attached to any such lot when said lot is annexed to this Declaration.

B. The owner of any such lot shall be indemnified by the Association against any and all expenses, claims, liabilities, including attorney's fees incurred by or imposed upon him for injuries or damages sustained and arising out of the use of his lot by the Association and said easement. The Association shall also

have the duty to defend Owner in any suit or proceeding.

ARTICLE IX

TERMINATION AND AMENDMENT

Section 1. Except as set forth in Sections 3 and 4, below, the owners of two-thirds (2/3) of the Lots, may amend, modify or rescind such provisions of this Declaration as they deem necessary or desirable.

In the event of any amendment or termination hereunder, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called at which a quorum was present in person or by proxy, and that at least a minimum percent of those entitled to cast a vote approved the amendment. The foregoing certificate evidencing approval of the amendment or modification to this Declaration shall be filed of record in the Public Records of Flagler County, Florida, along with the amendment or modification adopted. It shall not be necessary for owners to join in any document to effectuate the amendment or modification.

Section 2. Notwithstanding the provisions of Section 1, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners of the individual homes have given their prior written approval, the Association shall not be entitled to:

A. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such Homeowner's Association for the benefit of the

owners (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this clause);

B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an individual Lot owner.

C. By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property, party walls, and parking areas, or the upkeep of lawns and plantings;

D. Fail to maintain fire and extended coverage on insurable property on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

E. Use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such common property.

Section 3. The Owner intends that the provisions of this Declaration meet and be consistent with the Federal Home Loan Mortgage Market requirements in effect on the date hereof. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners have given their prior written approval, not to be unreasonably withheld, no

amendment of this Declaration shall be effective if such amendment would disqualify or preclude the purchase of first mortgages on the FHLMC Secondary Mortgage Market.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall constitute covenants running with the land and each shall constitute an equitable servitude upon the owner of each Lot and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors and assigns of each owner. This Declaration shall be binding and of full force and effect for a period of thirty (30) years from the date this Declaration is recorded in the Public Records of Flagler County, Florida, after which time this Declaration shall automatically be extended for successive twenty (20) year periods, unless an instrument signed by not less than two-thirds (2/3) of the then record owners of the Lots is recorded containing an agreement of said owners with respect to the alteration, change, modification or termination, in whole or in part, of the provisions of this Declaration.

Section 2. Notices. Any notices, demands, requests, consents or other communications required or permitted to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity who appears as member or owner on the records of the Association at the time of such

mailing.

Section 3. Enforcement. Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association or any owner, or the Developer. Failure by any owner or the Association to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should it become necessary to institute legal action against a member of the Association to enforce compliance with this Declaration, the Articles and By-Laws of the Association, or the rules and regulations of the Association, upon a finding by a Court in favor of the Association, or owner the defendant member shall reimburse the said party for its costs of suit, including reasonable attorney's fees, at both trial and appellate level incurred by it in bringing such action.

Section 5. Master Declaration and Association. In addition to the terms and conditions contained herein, the properties shall also be conveyed and held subject to Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded at Official Records Book 277, Page 809, Public Records of Flagler County, Florida (Master Declaration). Owners shall be required to comply

with Master Declaration and be a member of the Plantation Bay Community Association, Inc. (Community Association) paying assessments thereto as required, in addition to being a member of THE LANDINGS AT PLANTATION BAY and paying assessments thereof as required by this Declaration.

Section 6. Severability. Invalidation of any one of the provisions of this Declaration by Judgment or Court Order shall in no way affect any provision which shall remain in full force and effect.

Section 7. Title and Captions. Section titles or other captions contained in this Declaration are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of the Declaration or the intent of any provision hereof.

Section 8. Person or Gender. Whenever the singular number is used in this Declaration and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 9. Applicable Law. The provisions of this Declaration and any dispute arising hereunder shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Owner has caused this Declaration of Covenants and Restrictions to be executed on this 18th day of May, 1992.

Signed in the Presence of:

Nancy D. Hipple

Carl A. Gave

Nancy D. Hipple

Carl A. Gave

Nancy D. Hipple

Carl A. Gave

Edward J. Miller
EDWARD J. MILLER

Bertha N. Miller
BERTHA N. MILLER

Raymond E. Collins
RAYMOND E. COLLINS

Helen Collins
HELEN E. COLLINS

John I. Gotlinger
JOHN I. GOTTLINGER

Hermine C. Gotlinger
HERMINE C. GOTTLINGER

STATE OF FLORIDA

COUNTY OF FLAGLER

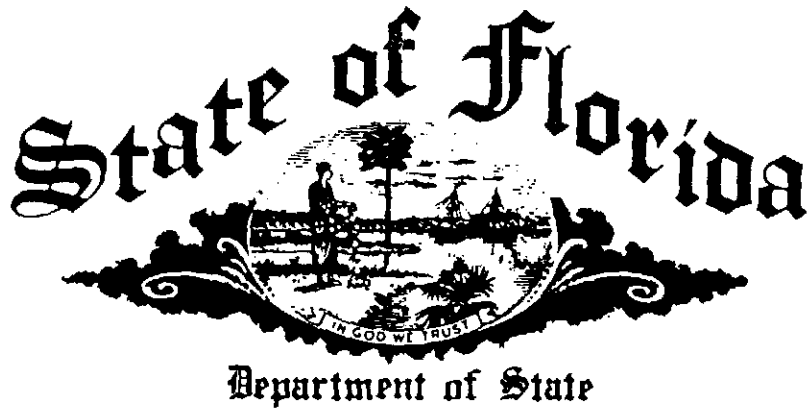
The foregoing instrument was acknowledged before me this 18th day of May, 1992, by EDWARD J. MILLER, BERTHA N. MILLER, his wife, RAYMOND E. COLLINS, HELEN E. COLLINS, his wife and JOHN I. GOTTLINGER, and HERMINE C. GOTTLINGER, his wife who are personally known to me and who did not take an oath.

Nancy D. Hipple
NOTARY PUBLIC STATE OF
FLORIDA

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEBRUARY 27, 1995
BONDED THRU ASHTON AGENCY INC.

Nancy D. Hipple
CC087477



certify that the attached is a true and correct copy of the Articles of Incorporation of THE LANDINGS AT PLANTATION BAY HOME OWNER'S ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 5, 1992, as shown by the records of this office.

The document number of this corporation is N47166.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of February, 1992.



CR2EO22 (2-91)

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

THE LANDINGS AT PLANTATION BAY HOME OWNER'S ASSOCIATION, INC.

(A corporation not for profit under the
laws of the State of Florida)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, the undersigned hereby forms a corporation for the purpose and with the powers hereinafter mentioned; and to that end I do, by these Articles of Incorporation, set forth:

ARTICLE I

NAME

The name of the corporation shall be THE LANDINGS AT PLANTATION BAY HOME OWNER'S ASSOCIATION, INC., for convenience the corporation shall be referred to in this instrument as "The Association".

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity to carry out and accomplish the purposes described in the Declaration of Covenants and Restrictions for The Landings at Plantation Bay Subdivision (hereinafter called "The Declaration"), as recorded in the Public Records of Flagler County, Florida, and to undertake the management, maintenance, operation, ownership and other duties relating to the property for the common benefit of lots described in the above Declaration.

EXHIBIT "A"

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ARTICLE III

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Declaration more fully described in Article II above and all of the power reasonably necessary to carry out the responsibilities and duties conferred upon it by the Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

(a) To make and establish reasonable rules and regulations regarding the use of Association property subject to its jurisdiction.

(b) To make and collect assessments against members of the Association to defray the cost, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To own, maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association

property.

(e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

(f) To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, as amended from time to time, these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted and the rules and regulations governing the use of the Association property.

(g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or the membership of the Association.

(h) To borrow money and to mortgage, pledge, or hypothecate the assets of the Association as security for the repayment thereof.

(i) To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

(j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the

Declaration of Covenants and any Declaration supplementary thereto.

(k) To organize, promote and support undertakings and activities for the benefit and general welfare of its members.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

3.4 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV

MEMBERS

The qualifications of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

4.1 The membership of the Association shall consist of every person who is either an incorporator hereto or who hereafter joins in and consents to the Declaration of Covenants and Restrictions.

4.2 Immediately upon the divestment of a member's ownership interest in a lot, regardless of the means by which such ownership may be divested, such owner's membership shall terminate. Any successor owner shall be entitled to membership upon providing written notice to the Association of such ownership interest. At the request of the Association, the successor owners shall provide

the Association with a certified copy of the instrument evidencing his ownership interest.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of the Association belong solely to the Association, subject to the limitation that the same be expanded, held or used for benefit of the membership and in the By-Laws which may be hereafter adopted.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each lot, in The Landings at Plantation Bay. Votes may be exercised or cast by the owner or owners of each lot as may be provided by the Declaration of Covenants and Restrictions and the By-Laws hereafter adopted by the Association.

ARTICLE V

PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 1301 Beville Road, Suite 19, Daytona Beach, Florida 32119, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors shall also have the right to relocate the principal office. The initial resident agent of the Association shall be Michael D. Chiumento, whose address is 4 Old Kings Road North, Palm Coast, Florida 32137. The Board of Directors may, from time to time, change the resident agent by designation filed in the office of the Secretary of State.

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ARTICLE VI

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors. Directors need not be members of the Association.

6.2 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Edward J. Miller	17 Landings Lane Ormond Beach, FL 32174
Raymond Collins	38 Landings Lane Ormond Beach, FL 32174
John Gotlinger	7 Landings Lane Ormond Beach, Fl 32174

6.3 The Board of Directors shall elect a President, Vice-President, Secretary and Treasurer, and as many Assistant Secretaries as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer be a Director. The same person may hold two offices, the duties of which are non incompatible; provided, however that the office of the President and Vice-President shall not be held by the same person, nor shall the President be also the Secretary or an Assistant Secretary. Directors are to be elected in accordance with the By-Laws.

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the

officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Edward J. Miller	President	17 Landings Lane Ormond Beach, FL 32174
Raymond Collins	Vice President	38 Landings Lane Ormond Beach, FL 32174
John Gotlinger	Secretary/ Treasurer	7 Landings Lane Ormond Beach, FL 32174

ARTICLE VIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reasons of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being of the best interest of the

Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

AMENDMENTS

Except as otherwise herein provided, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 Any amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors, or by members of the Association to whose lots 50% of the total votes are appurtenant, whether meeting as members or by instrument in writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special

meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appurtenant to all lots subject to Association assessment.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Flagler County, Florida.

11.3 At any meeting held to consider any amendment or

amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written notice is delivered to the Secretary of the Association or prior to such meeting.

11.4 No amendment of these Articles shall be made that is in conflict with the Declaration of Covenants and Restrictions of The Landings at Plantation Bay.

ARTICLE XII

INCORPORATORS

The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Edward J. Miller	17 Landings Lane Ormond Beach, FL 32174
Raymond Collins	38 Landings Lane Ormond Beach, FL 32174
John Gotlinger	7 Landings Lane Ormond Beach, FL 32174

ARTICLE XIII

DISSOLUTION

In the event of the dissolution of the association all of its assets shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the property in accordance with terms and provisions under which such property was being held by the Owner's Association.

IN WITNESS WHEREOF, the subscriber has affixed his signature,
this 16th day of January, 1992.

Edward J. Miller
EDWARD J. MILLER

Raymond Collins
RAYMOND COLLINS

John Gotlinger
JOHN GOTTLINGER

STATE OF FLORIDA

COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared EDWARD J. MILLER, RAYMOND COLLINS and JOHN GOTTLINGER to me personally known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 16th day of January, 1992.

Maurice Hughes
Notary Public, State of Florida at
Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 24, 1994
BONDED THRU GENERAL INS. UND.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

AT PLANTATION BAY

FIRST: THAT THE LANDINGS/HOME OWNER'S ASSOCIATION, INC.,
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 1301 Beville
Road, Suite 19, Daytona Beach, FLORIDA 32174, STATE OF FLORIDA,
HAS NAMED MICHAEL D. CHIUMENTO, ESQUIRE, LOCATED AT 4 OLD KINGS
ROAD NORTH, PALM COAST, STATE OF FLORIDA, AS ITS REGISTERED AGENT
AND OFFICER TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

Edward J. Miller
EDWARD J. MILLER

Raymond Collins
RAYMOND COLLINS

John Gotlinger
JOHN GOTLINGER

DATE: 1/16/92

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

Michael D. Chiumento
MICHAEL D. CHIUMENTO, ESQUIRE
REGISTERED AGENT
DATE: 1/16/92

B Y - L A W S

OF

THE LANDINGS HOME OWNER'S ASSOCIATION, INC.

(a corporation not for profit)

1. IDENTITY. These are the By-Laws of THE LANDINGS HOME OWNER'S ASSOCIATION, INC., called "Association", a Florida non-profit corporation. The Association has been organized pursuant to Chapter 617, Florida Statutes, to administer the Restrictive Covenants and Easements to be recorded in the Official Records of Flagler County, Florida.

1.1 Office. The office of the Association shall be 1301 Beville Road, Suite 19, Daytona Beach, Florida 32119.

1.2 Fiscal Year. The fiscal year of the Association shall be April 1 through March 31.

1.3 Seal. The seal of the corporation shall be in the form prescribed by the Board of Directors.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 Membership. Membership in the Association, and voting by members shall be as set forth in the Articles of Incorporation and the applicable Declarative of Covenants, Restrictions and Easements.

2.2 Quorum. A Quorum at members' meetings shall consist of the owners of a majority of the units, and decisions shall be made by the owners of a majority of the units represented at a meeting at which a quorum is present, except where approval by a greater number is required by the Declaration, the Articles of Incorporation, or the By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such persons for the purposes of determining a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meeting.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 The Special Members' Meeting shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request of one-third of the members.

3.2 The Annual Members' Meeting shall be held at the Association office, or such other place designated by the Board of Directors determine, on the second Tuesday in February, in each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.3 Notice of all members' meetings, including annual meetings, stating a time and place and the object for which the meeting is called shall be given by the President, Vice-President or Secretary unless waived in writing. Such notice shall be in writing and mailed by U.S. Mail to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. In addition, such notice shall be posted at a conspicuous place for at least fourteen (14) days prior to said meeting.

3.4 Voting.

a. Each member shall have one vote for each lot owned by him.

b. In case a lot is owned by more than one person, or by a corporation or other entity, its vote may be cast by any person designated in writing by all owners of the lot, or by the President in case of a corporation, and filed with the Secretary. Such designation shall be valid until revoked in writing.

3.5 Adjourned Meetings. In the absence of a quorum at any meeting, the members present may adjourn the meeting from time to time until a quorum is present.

3.6 The Order of Business. At annual Members' Meetings and as far as practical at other members' meetings, the order of business shall be:

- a. Calling of the roll and certifying proxies.
- b. Proof of notice of meeting.
- c. Reading and approval of minutes.
- d. Reports of officers and committees.
- e. Report of Nominations Committee and Nominations.
- f. Election of directors.
- g. Unfinished business.
- h. New business.

3.7 Minutes. Minutes of all meetings of the lot owners shall be kept in a book available for inspection by lot owners or their authorized representatives and Board Members at any

reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. BOARD OF DIRECTORS.

4.1 Board of Directors. The Board of Directors of the Association shall consist of not less than three nor more than five directors, the exact number to be determined at the time of election.

4.2 Election. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the Annual Members' Meeting.

b. A Nominating Committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Members' Meeting. The Committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each as many nominees as there are vacancies to be filled by the remaining directors.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Unless otherwise provided by law, any member of the board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all lot owners. A special meeting of the lot owners to recall a member or members of the board may be called by twenty-five (25%) percent of the lot owners giving notice of the meeting as required for a meeting of lot owners and the notice shall state the purpose of the meeting.

4.3 Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.4 Organizational Meeting. The Organizational Meeting of a newly elected Board of Directors shall be held within ten (10)

days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meeting. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meeting shall be given to each director personally or by mail, telephone or telegraph,, at least three (3) days prior to the date named for such a meeting, unless notice is waived.

4.6 Special Meeting. Special Meetings of the directors may be called by the President, and must be called by the secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors, except where approval of a greater number of directors is required by the Declaration of Covenant Restrictions and Easements, the Articles of Incorporation these By-Laws.

4.9 The Presiding Officer. The Presiding Officer of directors' meeting shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.10 Meetings. Meetings of the Board of Directors shall be open to all lot owners and notice of meeting shall be posted conspicuously, forty-eight (48) hours in advance for the attention of lot owners except in an emergency. Minutes of all meetings of the Board shall be kept in a book available for inspection by lot owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

5.1 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under common law and the statutes, the Articles of Incorporation of the Association, these By-Laws and the

Declaration of Covenant Restrictions and Easements.

6. OFFICERS.

6.1 The Officers. The executive officers of the Association shall be a President, a Vice-President, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors at its organizational meeting and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Vice-President. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The 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 of the Association from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

6.3 The 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 such other duties as shall be prescribed by the Directors.

6.4. The 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 other notices required by law. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association as may be required by the directors or the President.

6.5 The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Covenant Restrictions and Easements shall be supplemented by the following provisions:

7.1 The Assessment Roll shall be maintained in a set of account books in which there shall be an account for each lot. Such an account shall designate the name and address of the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

7.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications shall be appropriate, all of which expenditures shall be common expense.

a. Current Expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or additional improvements.

b. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

7.3 Budget. The Board of Directors shall adopt a budget for the fiscal year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the proposed annual budget to be considered, shall be mailed to each member not less than thirty (30) days prior to the meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget. Board may not, without the vote or written consent of a majority of the owners, impose an assessment which exceeds 110% of the assessment for the preceding year. In determining whether assessments exceed 110% of similar assessments for prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of a common property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. There shall be excluded from such computation, assessment for betterments to the common property and any increases in the cost of utilities or insurance.

7.4 Assessments. Assessments shall be due in twelve (12) equal installments on the first days of each month of the year for

which the assessments are made. If an annual assessment is not made as required, assessments shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment date until changed by an amended assessment.

7.5 Acceleration of Assessment Installments Upon Default. If a lot owner shall be in default in the payment of an installment for more than sixty (60) days, the Board of Directors may accelerate the remaining annual installments of the annual assessment upon notice to the lot owner, and then the unpaid balance to the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

7.6 Assessment for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the lot owners. After such notice and upon approval in writing by persons entitled to cast more than sixty (60) of the votes of the lot owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require.

7.7 Depository. The depository of the Association shall be such bank or banks as shall be determined by the directors from time to time and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.8 Written Summaries of the accounting records of the Association shall be supplied at least annually to each lot owner.

8. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictive Covenants and Easements, Articles of Incorporation or these By-laws.

9. AMENDMENTS. These By-laws may be amended in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their

approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any lot owner nor against any lot or class or group of lots unless the lot owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Restrictive Covenants and Easements.

The foregoing were adopted as the By-laws of THE LANDINGS HOME OWNER'S ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Directors held on the 16 day of January, 1992.

Edward J. Miller

EDWARD J. MILLER, President



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V. Humber
SHERIFF
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

B Y - L A W S

OF

THE LANDINGS HOME OWNER'S ASSOCIATION, INC.

(a corporation not for profit)

1. IDENTITY. These are the By-Laws of THE LANDINGS HOME OWNER'S ASSOCIATION, INC., called "Association", a Florida non-profit corporation. The Association has been organized pursuant to Chapter 617, Florida Statutes, to administer the Restrictive Covenants and Easements to be recorded in the Official Records of Flagler County, Florida.

1.1 Office. The office of the Association shall be 1301 Beville Road, Suite 19, Daytona Beach, Florida 32119.

1.2 Fiscal Year. The fiscal year of the Association shall be April 1 through March 31.

1.3 Seal. The seal of the corporation shall be in the form prescribed by the Board of Directors.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 Membership. Membership in the Association, and voting by members shall be as set forth in the Articles of Incorporation and the applicable Declarative of Covenants, Restrictions and Easements.

2.2 Quorum. A Quorum at members' meetings shall consist of the owners of a majority of the units, and decisions shall be made by the owners of a majority of the units represented at a meeting at which a quorum is present, except where approval by a greater number is required by the Declaration, the Articles of Incorporation, or the By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such persons for the purposes of determining a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meeting.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 The Special Members' Meeting shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request of one-third of the members.

3.2 The Annual Members' Meeting shall be held at the Association office, or such other place designated by the Board of Directors determine, on the second Tuesday in February, in each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.3 Notice of all members' meetings, including annual meetings, stating a time and place and the object for which the meeting is called shall be given by the President, Vice-President or Secretary unless waived in writing. Such notice shall be in writing and mailed by U.S. Mail to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. In addition, such notice shall be posted at a conspicuous place for at least fourteen (14) days prior to said meeting.

3.4 Voting.

a. Each member shall have one vote for each lot owned by him.

b. In case a lot is owned by more than one person, or by a corporation or other entity, its vote may be cast by any person designated in writing by all owners of the lot, or by the President in case of a corporation, and filed with the Secretary. Such designation shall be valid until revoked in writing.

3.5 Adjourned Meetings. In the absence of a quorum at any meeting, the members present may adjourn the meeting from time to time until a quorum is present.

3.6 The Order of Business. At annual Members' Meetings and as far as practical at other members' meetings, the order of business shall be:

- a. Calling of the roll and certifying proxies.
- b. Proof of notice of meeting.
- c. Reading and approval of minutes.
- d. Reports of officers and committees.
- e. Report of Nominations Committee and Nominations.
- f. Election of directors.
- g. Unfinished business.
- h. New business.

3.7 Minutes. Minutes of all meetings of the lot owners shall be kept in a book available for inspection by lot owners or their authorized representatives and Board Members at any

reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. BOARD OF DIRECTORS.

4.1 Board of Directors. The Board of Directors of the Association shall consist of not less than three nor more than five directors, the exact number to be determined at the time of election.

4.2 Election. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the Annual Members' Meeting.

b. A Nominating Committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Members' Meeting. The Committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each as many nominees as there are vacancies to be filled by the remaining directors.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Unless otherwise provided by law, any member of the board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all lot owners. A special meeting of the lot owners to recall a member or members of the board may be called by twenty-five (25%) percent of the lot owners giving notice of the meeting as required for a meeting of lot owners and the notice shall state the purpose of the meeting.

4.3 Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.4 Organizational Meeting. The Organizational Meeting of a newly elected Board of Directors shall be held within ten (10)

days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meeting. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meeting shall be given to each director personally or by mail, telephone or telegraph,, at least three (3) days prior to the date named for such a meeting, unless notice is waived.

4.6 Special Meeting. Special Meetings of the directors may be called by the President, and must be called by the secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors, except where approval of a greater number of directors is required by the Declaration of Covenant Restrictions and Easements, the Articles of Incorporation these By-Laws.

4.9 The Presiding Officer. The Presiding Officer of directors' meeting shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.10 Meetings. Meetings of the Board of Directors shall be open to all lot owners and notice of meeting shall be posted conspicuously, forty-eight (48) hours in advance for the attention of lot owners except in an emergency. Minutes of all meetings of the Board shall be kept in a book available for inspection by lot owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

5.1 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under common law and the statutes, the Articles of Incorporation of the Association, these By-Laws and the

Declaration of Covenant Restrictions and Easements.

6. OFFICERS.

6.1 The Officers. The executive officers of the Association shall be a President, a Vice-President, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors at its organizational meeting and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Vice-President. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The 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 of the Association from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

6.3 The 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 such other duties as shall be prescribed by the Directors.

6.4. The 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 other notices required by law. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association as may be required by the directors or the President.

6.5 The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Covenant Restrictions and Easements shall be supplemented by the following provisions:

7.1 The Assessment Roll shall be maintained in a set of account books in which there shall be an account for each lot. Such an account shall designate the name and address of the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

7.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications shall be appropriate, all of which expenditures shall be common expense.

a. Current Expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or additional improvements.

b. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

7.3 Budget. The Board of Directors shall adopt a budget for the fiscal year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the proposed annual budget to be considered, shall be mailed to each member not less than thirty (30) days prior to the meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget. Board may not, without the vote or written consent of a majority of the owners, impose an assessment which exceeds 110% of the assessment for the preceding year. In determining whether assessments exceed 110% of similar assessments for prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of a common property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. There shall be excluded from such computation, assessment for betterments to the common property and any increases in the cost of utilities or insurance.

7.4 Assessments. Assessments shall be due in twelve (12) equal installments on the first days of each month of the year for

which the assessments are made. If an annual assessment is not made as required, assessments shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment date until changed by an amended assessment.

7.5 Acceleration of Assessment Installments Upon Default. If a lot owner shall be in default in the payment of an installment for more than sixty (60) days, the Board of Directors may accelerate the remaining annual installments of the annual assessment upon notice to the lot owner, and then the unpaid balance to the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

7.6 Assessment for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the lot owners. After such notice and upon approval in writing by persons entitled to cast more than sixty (60) of the votes of the lot owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require.

7.7 Depository. The depository of the Association shall be such bank or banks as shall be determined by the directors from time to time and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.8 Written Summaries of the accounting records of the Association shall be supplied at least annually to each lot owner.

8. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictive Covenants and Easements, Articles of Incorporation or these By-laws.

9. AMENDMENTS. These By-laws may be amended in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their

approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any lot owner nor against any lot or class or group of lots unless the lot owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Restrictive Covenants and Easements.

The foregoing were adopted as the By-laws of THE LANDINGS HOME OWNER'S ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Directors held on the 16 day of January, 1992.



EDWARD J. MILLER, President

WRITTEN ACTION AND CONSENT TO ACTION
IN LIEU OF ORGANIZATIONAL MEETING OF SUBSCRIBERS,
AND
FIRST BOARD OF DIRECTORS OF
THE LANDINGS HOME OWNER'S ASSOCIATION, INC.

The undersigned, being all of the subscribers of THE LANDINGS HOME OWNER'S ASSOCIATION, INC., a Florida corporation, and all the members of the Board of Directors, as originally set forth in the Articles of Incorporation, hereby take the following written action in lieu of holding an organizational meeting, pursuant to Florida Statutes, Sections 607.134 and 607.174, inclusive:

1. Certificate of Incorporation: It is noted that the corporation's Certificate of Incorporation, has been filed with the Secretary of State of Florida and inserted in the minute book of the corporation.

2. Date of Activation: It is noted that the corporation was activated upon the date of the filing of the Articles of Incorporation with the Department of State.

3. Director~~En~~ accordance with the Certificate of Incorporation, the following individuals are appointed as Directors of the corporation to serve until their successors are duly appointed, elected, qualified and seated, all pursuant to the code of By-Laws:

4. By-Laws: A draft of a code of By-Laws, in the form attached to this written action, has been duly reviewed in its entirety by the corporation's directors, who have by proper action adopted such draft as the official By-Laws of the corporation.

5. RESOLVED, that the following individuals be and they are hereby elected to the offices set forth opposite their names, to serve until their successors are duly elected, qualified, and seated:

<u>Name</u>	<u>Office</u>
Edward Miller	President
Ray Collins	Vice President

6. RESOLVED, that Sun Bank, N.A., be and it is hereby designated as a depository of this corporation, and the resolution required by said bank to effect the foregoing, a copy of which the Secretary shall attach to this written action, be and the same is hereby adopted as the action of this Board of Directors of this corporation.

7. Corporate Seal: The seal, an impression of which is made in the margin hereof, is adopted as the seal of the corporation.

DATED: July 20, 1992

Edward Zmiller

Subscriber and member of the first
Board of Directors

Ray Collins

Subscriber and member of the first
Board of Directors

conditions, provisions, limitations, assessments and lien rights, easements and restrictions contained in this Declaration and the Owner shall be entitled to all rights, burdens and privileges set forth in this Declaration including membership in the Association.

Any annexation in accordance with this Article II shall be made by recording a Declaration of Annexation in the Public Records of Flagler County, Florida, which shall subject the lot described therein to the terms and conditions of this Declaration.

ARTICLE III

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. No building or structure existing on the properties or subsequently emplaced and approved by the Association shall be used for a purpose other than that for which the building or structure was originally designed without the approval of the Association.

Section 2. No fence, wall, tree, hedge, or shrub planting shall be maintained on the properties in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree on the properties of a diameter of more than eight inches measured four feet above ground level, lying without the approved building, driveway and parking areas, shall be removed without the approval of the Association.

Section 3. No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done thereon that may be or become a nuisance or annoyance in the neighborhood.

Section 4. Other than existing fences or walls, no fence or wall of any kind shall be erected upon any portion of the properties unless approved by the Association.

Section 5. No portion of any Lot shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 6. No sign of any nature shall be displayed to public view on the properties except with the approval of the Association.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the properties, except that dogs, cats and other household pets (not exceeding two pets) may be kept provided they are not raised, bred or kept for any commercial purpose. No pets shall be permitted to roam at large and all shall be kept on leashes when within the Landings Subdistrict.

Section 8. If a connection to a master antenna or a community antenna television system is available to the properties, no television system is available to the properties, no television or radio antenna shall be located on the properties, unless approved by the Association.

Section 9. Only central heating and air conditioning systems shall be permitted on the properties.

Section 10. All lots are restricted to single family use. No Lot shall be reduced in size or further subdivided. No shed, trailer, portable building or other temporary building may be placed on any Lot. No exterior clothes lines or clothes drying

shall be permitted.

Section 11. Except in covered containers or receptacles, no rubbish, trash, garbage or other solid or liquid waste material shall be placed, stored, or maintained on the properties so as to be exposed to public view. All disposal shall be in dumpsters, if provided by the Association.

Section 12. All motor vehicles shall be parked only on the driveways which have been developed and designated for parking and any other areas of said Parcel II which from time to time may be approved and designated for parking by the Association. In addition to the requirements set forth herein relative to parking, all parking shall be subject to reasonable rules and regulations adopted by the Association from time to time. No vehicle shall be parked on any Lot or road right-of-way or any portion of Parcel II except as provided for above. No motor vehicle without a current license tag shall be parked or left unattended on the properties. The overnight parking and/or storage of trucks over one ton capacity, vehicles used in commercial activities, boat and trailers is prohibited.

Section 13. In order to preserve and maintain proper drainage within the Subdivision, no changes in elevation of any Lot shall be made without the prior written approval of the Association.

Section 14. All requests for approvals required by the Sections of Article III shall be submitted in writing to the Secretary of the Association. The Board of Directors of the Association shall approve, disapprove or modify a request within

(30) days after receipt of such request by the Secretary of the Association. Notice of the decision of the Board as to any such request shall be communicated to the maker by certified mail, return receipt requested. The decision of the Board shall be final and binding as to all requests submitted pursuant to the Sections of Article III. If the maker of such request has not received notice of the decision of the Board of Directors within said thirty (30) day period, such request shall be deemed to have been granted.

ARTICLE IV

MAINTENANCE

Section 1. Common Areas. The Association shall, at all times, maintain in good repair, operate, manage, insure and replace as often as necessary any and all improvements situated on the Common Areas, including but not limited to, parking areas, surface water management systems, landscaping including landscape buffers, lawns sprinkler systems, irrigation system, wells and pumps, drainage structures, street lighting fixtures and appurtenances, sidewalks and any other structures and utilities. All such work shall be done in a manner ordered by the Board of Directors of the Association acting on a majority vote and shall be in conformance with any rules and regulations promulgated by the Association governing the maintenance of the Common Areas.

Section 2. Lot Maintenance.

(a) Association. The Association shall provide exterior maintenance in the form of irrigation, routine mowing, trimming and other landscape maintenance necessary to maintain the existing

landscaping treatment and shall keep all planted areas including lawns and landscaping features alive (including such fertilization and irrigation as may be required) including replacement of any originally installed landscaping material as often as may be required with materials of the same or equivalent quality as the landscaping originally approved for the Lot. The Association shall also maintain and replace all irrigation equipment including sprinkler heads, lines, meters timers, valves, switches, clock, wells, pumps and any additional components comprising the underground irrigation system.

(b) Lot Owner. Each Lot Owner shall be responsible to maintain and repair everything on the Lot other than such maintenance as is provided by the Association.

(c) Assumption of Certain Lot Maintenance by Association. In addition to the maintenance required by Section 2(a) of this Article, the Association may assume, but is not required to assume, the responsibility for any or all of the exterior maintenance for all of the Lots. Such maintenance may include, but is not necessarily limited to, repainting or staining of the exteriors of any structures, the maintenance of exterior doors, windows or similar hardware and the maintenance and replacement of exterior lighting, mechanical facilities, roofs, paving and drainage systems. In the event the Association elects to assume such maintenance responsibilities, the Board of Directors shall notify the Owners of all Lots of the election and shall provide for the cost of such maintenance as a common expense in the same manner as

all other common expenses of the Association. Except as to repairs or maintenance performed by the Association on individual Lots pursuant to this Article, the Association shall not assume any additional maintenance responsibilities under this subsection unless responsibility for such maintenance is assumed uniformly as to all Lots within the subdistrict.

(d) Disrepair of Lots. In the event the Owner of any Lot shall fail to maintain such Lot and any improvements situated thereon, upon the direction of the Board of Directors, the Association shall have the right through its agents and employees, to enter upon said Lot to perform any required maintenance. Such maintenance shall only be undertaken after the Board has provided notice of the deficiency to the Owner. Such notice shall provide that the Owner shall have thirty (30) days from the date of the notice to remedy the deficiency and that, thereafter, any existing deficiency may be remedied by the Association at the Owner's expense. The cost of any maintenance supplied by the Association pursuant to this subsection shall be added to and become a part of the assessment to which the Lot receiving such maintenance is subject and may become a lien upon the Lot benefitted by such maintenance if unpaid within thirty (30) days of the date of the Association renders a statement setting forth the cost of the maintenance to the Lot Owner.

(e) Association Right to Enter Lots. For the purpose of performing the maintenance required under this article, the Association, through its duly authorized agents and employees,

shall have the right to enter upon any Lot at reasonable hours on any day.

(f) Negligence of Owner. Should any portion of the Common Areas or Lots which the Association maintains pursuant to this Article be damaged or destroyed as a result of the negligence of an Owner (or such Owner's lessees, guests, invitees or tenants), such Owner shall be responsible for the cost of any necessary repairs or maintenance required to restore the Common Areas or lots so damaged. The Association shall have the right to levy an assessment against the Owner responsible for such damage in an amount equal to the Association's cost to repair such damage. Such assessment may become a lien on the Lot(s) owned by such Owner if such assessment remains unpaid for more than thirty (30) days after the Association provides notice to the Owner of the assessment.

ARTICLE V

THE ASSOCIATION

Section 1. Purpose and Powers. The Owners have incorporated under the laws of the State of Florida, as a not for profit corporation, The Landings at Plantation Bay Home Owner's Association, Inc., true and complete copies of the Articles of Incorporation and the By-Laws of which are annexed hereto and made a part hereof as Exhibits "A" and "B", respectively. The purposes of the Association are to promote the health, safety and welfare of the members and to implement, administer, enforce and interpret the provisions of the Declaration. In furtherance thereof, the Association has the following powers:

A. To acquire the fee simple record title to Parcel II and all improvements thereon.

B. To hold, operate, manage, improve, replace, maintain and beautify Parcel II and all improvements thereon, without profit to itself, of the use, benefit and enjoyment of the members of the Association.

C. To provide lot maintenance as herein defined.

D. To implement, administer, enforce and interpret the provisions of this Declaration, the Articles of Incorporation, and the By-Laws.

E. To establish, make, levy and collect annual operating and special assessments against each member and against each member's Lot.

F. To make, establish and enforce reasonable rules and regulations governing the use and enjoyment of all Parcels.

G. Except as may otherwise be provided in this Declaration, the Articles of Incorporation or the By-Laws, the corporation shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida.

Section 2. Membership. The following shall be members of the Association and no other person or entity shall be a member of the Association:

A. Those lots owned who have executed this Declaration.

B. Any person or entity who is the record owner of a fee or undivided fee simple interest in any Lot (as this term is defined in this Declaration) and who annexes said Lot to this Declaration,

shall automatically be a member of the Association, provided that any such person or entity who holds such interest as a security for the performance of an obligation shall not be a member, except if such person or entity acquires such interest pursuant to foreclosure or any proceeding in lieu of foreclosure. At such time as a person or entity is no longer the record owner of such interest, the membership in the Association of such person or entity shall automatically terminate. The interest of a member in the funds, assets or real property of the Association cannot be conveyed, assigned, hypothecated or otherwise transferred except as an appurtenance to such member's Lot. No member shall bring or have the right to bring any action for partition or division.

Section 3. Voting Rights. Each member shall be entitled to one (1) vote for each Lot in which such person or entity holds the interest required for membership. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be members, and the vote for such Lot shall be cast by the person or entity named in a certificate signed by all of such members, which certificate shall be filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed, the vote of such members shall not be considered in determining the requirement for a quorum nor for any other purpose. All actions required to be taken by members and all notices required to be communicated to members shall be taken by and/or communicated to such members as are entitled to vote.

ARTICLE VI

PROPERTY RIGHTS IN PARCEL II

Section 1. Location and Purpose. Parcel II as defined in Article II is hereby designated as "common area" intended for the use and enjoyment of all Lot owners in THE LANDINGS AT PLANTATION BAY. Title to all common areas, together with the improvements thereon, maybe obtained by the Association and annexed to this Declaration.

The common areas are to be devoted to and intended for the common use and enjoyment of the owners and their families, guests, persons occupying houses as house guests or tenants, subject to the rules adopted by the Association.

Section 2. Use of Common Area. The common areas shall be and same are hereby declared to be subject to a permanent, non-exclusive easement in favor of all of the owners of Lots, for the use of such owners, and the use of their immediate families, guests, licensees, invitees and others similarly used for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners. Such non-exclusive easement shall be appurtenant to each Lot and shall pass with the title to each and every Lot regardless of said easement being referred to or described in any instrument of conveyance.

By accepting any instrument of conveyance or by taking possession or occupying of any house, each such person does agree to abide by and comply with all rules and regulations promulgated

by the Association for common area use. It being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all common areas and facilities.

Section 3. Operation and Maintenance. Upon conveyance of Parcel II to the Association, it shall become the Association's responsibility to operate and maintain all common areas and improvements thereon. It shall be the obligation of the Association to access, levy, enforce, and collect any and all assessments from the members of the Association which are required in order to maintain, operate, administer and repair the common areas.

ARTICLE VII

COVENANT FOR OPERATING AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner, upon annexing his lot, covenants and agrees to pay the annual operating and any special assessments to the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be charge on each Lot and shall be a continuing lien upon the Lot against which each such assessments are made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or entity that was the owner of such property at the time when such assessments fell due.

Section 2. Exclusive Use. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents of the property, including, but not limited to lot maintenance, the payment of taxes on the common areas and insurance thereon and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Assessments in General, Budgets, Duties of the Board of Directors of Association Attendant Thereto. The Association is hereby granted the right to establish, make, levy and collect annual operating and special assessments against the owner of each Lot and against each owner's Lot. In furtherance of said right, the following provisions shall be operative and binding upon the owner of each Lot:

A. All annual operating and any special assessments established, made, levied, and collected against the owners and their lots shall be identical. Anything to the contrary contained herein notwithstanding, the conveyance of Parcel II to the Association shall not be a condition to the payment of assessments.

B. The Board of Directors of the Association shall establish an annual budget and such budget shall project all operating expenses for the forthcoming year and capital replacements which are required to implement the purposes and powers of the Association. Prior to the budget, and no later than

March 31st annually, a copy of the proposed budget shall be delivered to each owner, at the owner's official mailing address listed with the Association or its agent management service. Upon adoption of a finalized budget, at a duly called budget adoption meeting, the annual operating assessment for the fiscal year shall be established based upon said budget. Failure to deliver a copy of said budget to each owner shall not affect the liability of any owner for such assessment. The Board shall, however, insure that its officers and agents shall be fully aware and comply with the requirements of notice and furnishing of the proposed budget.

Special assessments may be proposed by a recommendation of a majority of the Board or a recommendation of a majority of the owners. This recommendation may only be made when necessity is clearly shown. Expenses which could have been reasonably anticipated at the time of preparation of the annual budget, or can be reasonably deferred until the next annual budget adoption meeting cannot be made the subject of a special assessment recommendation.

The adoption of the annual budget shall be by majority vote of the Board of Directors. The adoption of any proposed special assessment shall be by vote of the owners and must be approved by sixty (60%) percent of the owners affected by the special assessment at a special assessment adoption meeting called in accordance with this Declaration and By-Laws.

C. The Board of Directors of the Association, in establishing said annual budget, may include therein a sum to be

collected and maintained as a special fund for capital replacements and reserves. The amount collected and allocated to the special fund for replacements from time to time shall be maintained in a separate account by the Association.

D. The adoption of the budget and the amount of the annual assessment shall be determined as provided for in the By-Laws of the Association.

E. The annual assessment (pro-rated on a monthly basis) shall commence against each Lot on the first day of the month following its annexation by Owner. Assessments shall be collected monthly in advance on the first day of each and every month.

Section 4. Effect of Non-Payment of Assessments, the Personal Obligation of the Owner, the Lien, Remedies of the Association. If the assessments as provided for herein are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessments are not paid within thirty (30) days after the due date a \$5.00 per month late charge will be added thereto and the assessments shall bear interest from the date of

delinquency at ten (10%) percent per annum until paid. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose, as hereinafter provided, the lien against the Lot. There shall be added to the amount of such assessments the costs of preparing and filing the Complaint in such action and in the event a Judgment is obtained, such Judgment shall include interest on the assessments, as above provided, and attorney's fees, together with the costs of the action.

The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interest, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or who may acquire mortgage, lien or other encumbrance on a Lot, are hereby placed on notice of the lien rights granted to the Association under this Declaration and all of such persons, firms, corporations and other business entities shall acquire their rights, title and interest in and to such Lot expressly subject to the lien rights provided herein.

The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Flagler County, Florida, of a Claim of Lien stating the description of the Lot encumbered by the lien, the name of the owner of the Lot, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien may include assessments which are due and payable when the Claim of Lien is made and recorded, plus interest, collection costs, attorney's fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The Claim of Lien shall be signed and verified by the President or the Vice President of the Association. When full payment of all sums secured by such lien is made, the Claim of Lien shall be satisfied of record by the President or Vice President of the Association. Institution of a suit of law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit of law to attempt to effect collection of any sum then remaining owing to the Association.

Section 5. Subordination of the Lien. The assessments lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject

to assessments and it shall be subordinate to any Claim of Lien, provided that such mortgage or mortgages or Claim of Lien is recorded prior to the Association's Claim of Lien. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessments.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Maintenance by Association. There is hereby granted and created to the Association, its employees, subcontractors, agent and designees, a non-exclusive, perpetual easement over, through, across and under each Lot to permit the Association, its employees, subcontractors, agents or designees to maintain and replace, as necessary, those portions of the Lot required to be maintained, replaced and repaired by the Association, as provided in this Declaration.

Section 2. Easement for Sprinkler System. There is hereby granted and created to the Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under each Lot for the installation, maintenance, operation, repair and replacement of irrigation wells, pumps, equipment and sprinkler system lines and sprinkler heads, which lines and heads are hereby deemed to be the

property of the Association; provided, however, no lines shall be located under a Home on a Lot. Should a sprinkler line(s) or sprinkler head(s) be required to be maintained, repaired or replaced as a result of the negligence by an owner, his family, servants, guests or invitees, the applicable owner shall be responsible for the costs thereof, and the Association shall have the right to levy an assessment against the owner of said Lot for same, which assessment shall have the same force and effect as all other special assessments.

Section 3. Easement for Irrigation Pump and Lines and Access for Maintenance and Indemnification.

A. There is hereby created and granted to the Association a non-exclusive perpetual easement for operating, maintaining, installing wells and for the installment, maintenance, operation, repair and replacement of an electric irrigation pump, meters, timers and connecting water pipes and water lines over that portion of any lot upon which same is presently located for the purpose of pumping water from said lot to all portions of the subdistrict requiring irrigation for grass and landscaping. This easement shall automatically be granted over and attached to any such lot when said lot is annexed to this Declaration.

B. The owner of any such lot shall be indemnified by the Association against any and all expenses, claims, liabilities, including attorney's fees incurred by or imposed upon him for injuries or damages sustained and arising out of the use of his lot by the Association and said easement. The Association shall also

have the duty to defend Owner in any suit or proceeding.

ARTICLE IX

TERMINATION AND AMENDMENT

Section 1. Except as set forth in Sections 3 and 4, below, the owners of two-thirds (2/3) of the Lots, may amend, modify or rescind such provisions of this Declaration as they deem necessary or desirable.

In the event of any amendment or termination hereunder, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called at which a quorum was present in person or by proxy, and that at least a minimum percent of those entitled to cast a vote approved the amendment. The foregoing certificate evidencing approval of the amendment or modification to this Declaration shall be filed of record in the Public Records of Flagler County, Florida, along with the amendment or modification adopted. It shall not be necessary for owners to join in any document to effectuate the amendment or modification.

Section 2. Notwithstanding the provisions of Section 1, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners of the individual homes have given their prior written approval, the Association shall not be entitled to:

A. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such Homeowner's Association for the benefit of the

owners (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this clause);

B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an individual Lot owner.

C. By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property, party walls, and parking areas, or the upkeep of lawns and plantings;

D. Fail to maintain fire and extended coverage on insurable property on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

E. Use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such common property.

Section 3. The Owner intends that the provisions of this Declaration meet and be consistent with the Federal Home Loan Mortgage Market requirements in effect on the date hereof. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners have given their prior written approval, not to be unreasonably withheld, no

amendment of this Declaration shall be effective if such amendment would disqualify or preclude the purchase of first mortgages on the FHLMC Secondary Mortgage Market.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall constitute covenants running with the land and each shall constitute an equitable servitude upon the owner of each Lot and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors and assigns of each owner. This Declaration shall be binding and of full force and effect for a period of thirty (30) years from the date this Declaration is recorded in the Public Records of Flagler County, Florida, after which time this Declaration shall automatically be extended for successive twenty (20) year periods, unless an instrument signed by not less than two-thirds (2/3) of the then record owners of the Lots is recorded containing an agreement of said owners with respect to the alteration, change, modification or termination, in whole or in part, of the provisions of this Declaration.

Section 2. Notices. Any notices, demands, requests, consents or other communications required or permitted to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity who appears as member or owner on the records of the Association at the time of such

mailing.

Section 3. Enforcement. Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association or any owner, or the Developer. Failure by any owner or the Association to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should it become necessary to institute legal action against a member of the Association to enforce compliance with this Declaration, the Articles and By-Laws of the Association, or the rules and regulations of the Association, upon a finding by a Court in favor of the Association, or owner the defendant member shall reimburse the said party for its costs of suit, including reasonable attorney's fees, at both trial and appellate level incurred by it in bringing such action.

Section 5. Master Declaration and Association. In addition to the terms and conditions contained herein, the properties shall also be conveyed and held subject to Declaration of Covenants, Conditions and Restrictions for Plantation Bay recorded at Official Records Book 277, Page 809, Public Records of Flagler County, Florida (Master Declaration). Owners shall be required to comply

with Master Declaration and be a member of the Plantation Bay Community Association, Inc. (Community Association) paying assessments thereto as required, in addition to being a member of THE LANDINGS AT PLANTATION BAY and paying assessments thereof as required by this Declaration.

Section 6. Severability. Invalidation of any one of the provisions of this Declaration by Judgment or Court Order shall in no way affect any provision which shall remain in full force and effect.

Section 7. Title and Captions. Section titles or other captions contained in this Declaration are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of the Declaration or the intent of any provision hereof.

Section 8. Person or Gender. Whenever the singular number is used in this Declaration and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 9. Applicable Law. The provisions of this Declaration and any dispute arising hereunder shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Owner has caused this Declaration of Covenants and Restrictions to be executed on this 18th day of May, 1992.

Signed in the Presence of:

Nancy D. Hipple

Carl S. Gaver

Nancy D. Hipple

Carl S. Gaver

Nancy D. Hipple

Carl S. Gaver

Edward J. Miller
EDWARD J. MILLER

Bertha N. Miller
BERTHA N. MILLER

Raymond E. Collins
RAYMOND E. COLLINS

Helen Collins
HELEN E. COLLINS

John I. Gotlinger
JOHN I. GOTTLINGER

Hermine C. Gotlinger
HERMINE C. GOTTLINGER

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 18th day of May, 1992, by EDWARD J. MILLER, BERTHA N. MILLER, his wife, RAYMOND E. COLLINS, HELEN E. COLLINS, his wife and JOHN I. GOTTLINGER, and HERMINE C. GOTTLINGER, his wife who are personally known to me and who did not take an oath.

Nancy D. Hipple
NOTARY PUBLIC - STATE OF
FLORIDA
MY COMMISSION EXPIRES:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEBRUARY 27, 1995
BONDED THRU ASHTON AGENCY INC.

Nancy D. Hipple
CC087472

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE LANDINGS AT PLANTATION BAY HOME OWNER'S ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 5, 1992, as shown by the records of this office.

The document number of this corporation is N47166.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of February, 1992.



CR2EO22 (2-91)

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

THE LANDINGS AT PLANTATION BAY HOME OWNER'S ASSOCIATION, INC.

(A corporation not for profit under the
laws of the State of Florida)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, the undersigned hereby forms a corporation for the purpose and with the powers hereinafter mentioned; and to that end I do, by these Articles of Incorporation, set forth:

ARTICLE I

NAME

The name of the corporation shall be THE LANDINGS AT PLANTATION BAY HOME OWNER'S ASSOCIATION, INC., for convenience the corporation shall be referred to in this instrument as "The Association".

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity to carry out and accomplish the purposes described in the Declaration of Covenants and Restrictions for The Landings at Plantation Bay Subdivision (hereinafter called "The Declaration"), as recorded in the Public Records of Flagler County, Florida, and to undertake the management, maintenance, operation, ownership and other duties relating to the property for the common benefit of lots described in the above Declaration.

EXHIBIT "A"

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ARTICLE III

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Declaration more fully described in Article II above and all of the power reasonably necessary to carry out the responsibilities and duties conferred upon it by the Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

(a) To make and establish reasonable rules and regulations regarding the use of Association property subject to its jurisdiction.

(b) To make and collect assessments against members of the Association to defray the cost, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To own, maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association

property.

(e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

(f) To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, as amended from time to time, these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted and the rules and regulations governing the use of the Association property.

(g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or the membership of the Association.

(h) To borrow money and to mortgage, pledge, or hypothecate the assets of the Association as security for the repayment thereof.

(i) To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

(j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the

Declaration of Covenants and any Declaration supplementary thereto.

(k) To organize, promote and support undertakings and activities for the benefit and general welfare of its members.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

3.4 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV

MEMBERS

The qualifications of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

4.1 The membership of the Association shall consist of every person who is either an incorporator hereto or who hereafter joins in and consents to the Declaration of Covenants and Restrictions.

4.2 Immediately upon the divestment of a member's ownership interest in a lot, regardless of the means by which such ownership may be divested, such owner's membership shall terminate. Any successor owner shall be entitled to membership upon providing written notice to the Association of such ownership interest. At the request of the Association, the successor owners shall provide

the Association with a certified copy of the instrument evidencing his ownership interest.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of the Association belong solely to the Association, subject to the limitation that the same be expanded, held or used for benefit of the membership and in the By-Laws which may be hereafter adopted.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each lot, in The Landings at Plantation Bay. Votes may be exercised or cast by the owner or owners of each lot as may be provided by the Declaration of Covenants and Restrictions and the By-Laws hereafter adopted by the Association.

ARTICLE V

PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 1301 Beville Road, Suite 19, Daytona Beach, Florida 32119, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors shall also have the right to relocate the principal office. The initial resident agent of the Association shall be Michael D. Chiumento, whose address is 4 Old Kings Road North, Palm Coast, Florida 32137. The Board of Directors may, from time to time, change the resident agent by designation filed in the office of the Secretary of State.

ARTICLE VI

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors. Directors need not be members of the Association.

6.2 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Edward J. Miller	17 Landings Lane Ormond Beach, FL 32174
Raymond Collins	38 Landings Lane Ormond Beach, FL 32174
John Gotlinger	7 Landings Lane Ormond Beach, FL 32174

6.3 The Board of Directors shall elect a President, Vice-President, Secretary and Treasurer, and as many Assistant Secretaries as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer be a Director. The same person may hold two offices, the duties of which are non incompatible; provided, however that the office of the President and Vice-President shall not be held by the same person, nor shall the President be also the Secretary or an Assistant Secretary. Directors are to be elected in accordance with the By-Laws.

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the

officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Edward J. Miller	President	17 Landings Lane Ormond Beach, FL 32174
Raymond Collins	Vice President	38 Landings Lane Ormond Beach, FL 32174
John Gotlinger	Secretary/ Treasurer	7 Landings Lane Ormond Beach, FL 32174

ARTICLE VIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reasons of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being of the best interest of the

Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

AMENDMENTS

Except as otherwise herein provided, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 Any amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors, or by members of the Association to whose lots 50% of the total votes are appurtenant, whether meeting as members or by instrument in writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special

meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appurtenant to all lots subject to Association assessment.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Flagler County, Florida.

11.3 At any meeting held to consider any amendment or

amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written notice is delivered to the Secretary of the Association or prior to such meeting.

11.4 No amendment of these Articles shall be made that is in conflict with the Declaration of Covenants and Restrictions of The Landings at Plantation Bay.

ARTICLE XII

INCORPORATORS

The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Edward J. Miller	17 Landings Lane Ormond Beach, FL 32174
Raymond Collins	38 Landings Lane Ormond Beach, FL 32174
John Gotlinger	7 Landings Lane Ormond Beach, FL 32174

ARTICLE XIII

DISSOLUTION

In the event of the dissolution of the association all of its assets shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the property in accordance with terms and provisions under which such property was being held by the Owner's Association.

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IN WITNESS WHEREOF, the subscriber has affixed his signature,
this 16th day of January, 1992.

Edward J. Miller
EDWARD J. MILLER

Raymond Collins
RAYMOND COLLINS

John Gotlinger
JOHN GOTLINGER

STATE OF FLORIDA

COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared EDWARD J. MILLER, RAYMOND COLLINS and JOHN GOTLINGER to me personally known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 16th day of January, 1992.

Maurice Hughes
Notary Public, State of Florida at
Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 24, 1994
BONDED THRU GENERAL INS. UND.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

AT PLANTATION BAY

FIRST: THAT THE LANDINGS/HOME OWNER'S ASSOCIATION, INC.,
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 1301 Beville
Road, Suite 19, Daytona Beach, FLORIDA 32174, STATE OF FLORIDA,
HAS NAMED MICHAEL D. CHIUMENTO, ESQUIRE, LOCATED AT 4 OLD KINGS
ROAD NORTH, PALM COAST, STATE OF FLORIDA, AS ITS REGISTERED AGENT
AND OFFICER TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

Edward J. Miller
EDWARD J. MILLER

Raymond Collins
RAYMOND COLLINS

John Gotlinger
JOHN GOTLINGER

DATE: 1/16/92

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

Michael D. Chiumento
MICHAEL D. CHIUMENTO, ESQUIRE
REGISTERED AGENT
DATE: 1/16/92

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BY - LAWS

OF

THE LANDINGS HOME OWNER'S ASSOCIATION, INC.

(a corporation not for profit)

1. IDENTITY. These are the By-Laws of THE LANDINGS HOME OWNER'S ASSOCIATION, INC., called "Association", a Florida non-profit corporation. The Association has been organized pursuant to Chapter 617, Florida Statutes, to administer the Restrictive Covenants and Easements to be recorded in the Official Records of Flagler County, Florida.

1.1 Office. The office of the Association shall be 1301 Beville Road, Suite 19, Daytona Beach, Florida 32119.

1.2 Fiscal Year. The fiscal year of the Association shall be April 1 through March 31.

1.3 Seal. The seal of the corporation shall be in the form prescribed by the Board of Directors.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 Membership. Membership in the Association, and voting by members shall be as set forth in the Articles of Incorporation and the applicable Declarative of Covenants, Restrictions and Easements.

2.2 Quorum. A Quorum at members' meetings shall consist of the owners of a majority of the units, and decisions shall be made by the owners of a majority of the units represented at a meeting at which a quorum is present, except where approval by a greater number is required by the Declaration, the Articles of Incorporation, or the By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such persons for the purposes of determining a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meeting.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 The Special Members' Meeting shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request of one-third of the members.

3.2 The Annual Members' Meeting shall be held at the Association office, or such other place designated by the Board of Directors determine, on the second Tuesday in February, in each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.3 Notice of all members' meetings, including annual meetings, stating a time and place and the object for which the meeting is called shall be given by the President, Vice-President or Secretary unless waived in writing. Such notice shall be in writing and mailed by U.S. Mail to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. In addition, such notice shall be posted at a conspicuous place for at least fourteen (14) days prior to said meeting.

3.4 Voting.

a. Each member shall have one vote for each lot owned by him.

b. In case a lot is owned by more than one person, or by a corporation or other entity, its vote may be cast by any person designated in writing by all owners of the lot, or by the President in case of a corporation, and filed with the Secretary. Such designation shall be valid until revoked in writing.

3.5 Adjourned Meetings. In the absence of a quorum at any meeting, the members present may adjourn the meeting from time to time until a quorum is present.

3.6 The Order of Business. At annual Members' Meetings and as far as practical at other members' meetings, the order of business shall be:

- a. Calling of the roll and certifying proxies.
- b. Proof of notice of meeting.
- c. Reading and approval of minutes.
- d. Reports of officers and committees.
- e. Report of Nominations Committee and Nominations.
- f. Election of directors.
- g. Unfinished business.
- h. New business.

3.7 Minutes. Minutes of all meetings of the lot owners shall be kept in a book available for inspection by lot owners or their authorized representatives and Board Members at any

reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. BOARD OF DIRECTORS.

4.1 Board of Directors. The Board of Directors of the Association shall consist of not less than three nor more than five directors, the exact number to be determined at the time of election.

4.2 Election. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the Annual Members' Meeting.

b. A Nominating Committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Members' Meeting. The Committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each as many nominees as there are vacancies to be filled by the remaining directors.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Unless otherwise provided by law, any member of the board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all lot owners. A special meeting of the lot owners to recall a member or members of the board may be called by twenty-five (25%) percent of the lot owners giving notice of the meeting as required for a meeting of lot owners and the notice shall state the purpose of the meeting.

4.3 Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.4 Organizational Meeting. The Organizational Meeting of a newly elected Board of Directors shall be held within ten (10)

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days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meeting. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meeting shall be given to each director personally or by mail, telephone or telegraph,, at least three (3) days prior to the date named for such a meeting, unless notice is waived.

4.6 Special Meeting. Special Meetings of the directors may be called by the President, and must be called by the secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors, except where approval of a greater number of directors is required by the Declaration of Covenant Restrictions and Easements, the Articles of Incorporation these By-Laws.

4.9 The Presiding Officer. The Presiding Officer of directors' meeting shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.10 Meetings. Meetings of the Board of Directors shall be open to all lot owners and notice of meeting shall be posted conspicuously, forty-eight (48) hours in advance for the attention of lot owners except in an emergency. Minutes of all meetings of the Board shall be kept in a book available for inspection by lot owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

5.1 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under common law and the statutes, the Articles of Incorporation of the Association, these By-Laws and the

Declaration of Covenant Restrictions and Easements.

6. OFFICERS.

6.1 The Officers. The executive officers of the Association shall be a President, a Vice-President, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors at its organizational meeting and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Vice-President. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The 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 of the Association from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

6.3 The 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 such other duties as shall be prescribed by the Directors.

6.4. The 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 other notices required by law. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association as may be required by the directors or the President.

6.5 The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Covenant Restrictions and Easements shall be supplemented by the following provisions:

7.1 The Assessment Roll shall be maintained in a set of account books in which there shall be an account for each lot. Such an account shall designate the name and address of the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

7.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications shall be appropriate, all of which expenditures shall be common expense.

a. Current Expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or additional improvements.

b. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

7.3 Budget. The Board of Directors shall adopt a budget for the fiscal year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the proposed annual budget to be considered, shall be mailed to each member not less than thirty (30) days prior to the meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget. Board may not, without the vote or written consent of a majority of the owners, impose an assessment which exceeds 110% of the assessment for the preceding year. In determining whether assessments exceed 110% of similar assessments for prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of a common property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. There shall be excluded from such computation, assessment for betterments to the common property and any increases in the cost of utilities or insurance.

7.4 Assessments. Assessments shall be due in twelve (12) equal installments on the first days of each month of the year for

which the assessments are made. If an annual assessment is not made as required, assessments shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment date until changed by an amended assessment.

7.5 Acceleration of Assessment Installments Upon Default. If a lot owner shall be in default in the payment of an installment for more than sixty (60) days, the Board of Directors may accelerate the remaining annual installments of the annual assessment upon notice to the lot owner, and then the unpaid balance to the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

7.6 Assessment for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the lot owners. After such notice and upon approval in writing by persons entitled to cast more than sixty (60) of the votes of the lot owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require.

7.7 Depository. The depository of the Association shall be such bank or banks as shall be determined by the directors from time to time and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.8 Written Summaries of the accounting records of the Association shall be supplied at least annually to each lot owner.

8. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictive Covenants and Easements, Articles of Incorporation or these By-laws.

9. AMENDMENTS. These By-laws may be amended in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their

approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any lot owner nor against any lot or class or group of lots unless the lot owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Restrictive Covenants and Easements.

The foregoing were adopted as the By-laws of THE LANDINGS HOME OWNER'S ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Directors held on the 16 day of January, 1992.

Edward J. Miller

EDWARD J. MILLER, President



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V. Hunter
SHELLEY J. MILLER
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.