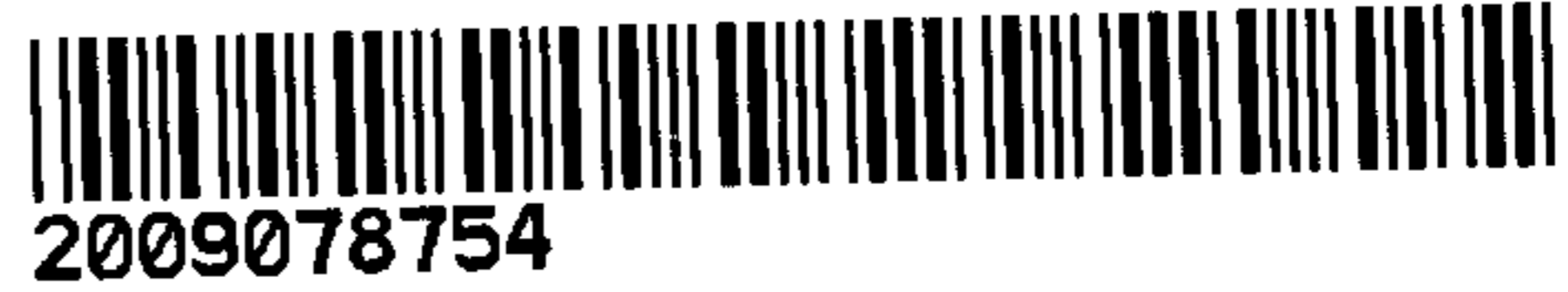


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Prepared by & RETURN TO:

Jonathan James Damonte
Jonathan James Damonte, Chartered
12110 Seminole Blvd.
Largo, FL 32778

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GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC.

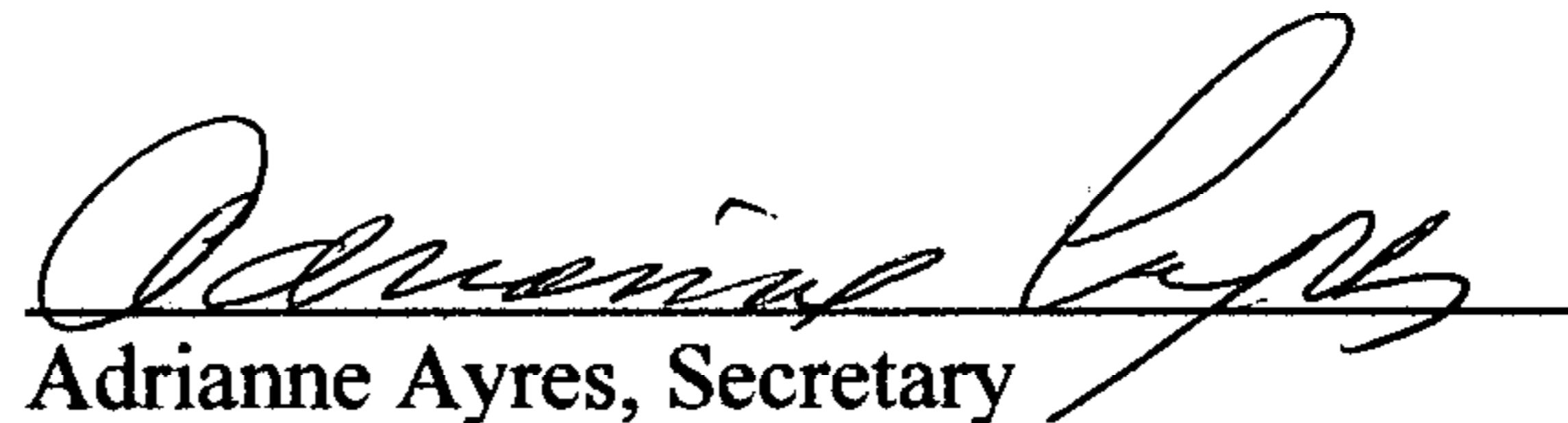
CERTIFICATE OF FILING
AMENDED AND RESTATED BYLAWS

I, ADRIANNE AYRES, as Secretary of Grand Horizons Homeowners Association, Inc., a Florida corporation not for profit (the "Association"), do hereby certify:

That the attached is a true and correct copy of the Amended and Restated Bylaws of the Association adopted by the Board of Directors of the Association on May 26, 2009. There are no members entitled to vote on these Amended and Restated Bylaws pursuant to Article IX of the Articles of Incorporation of the Association filed with Florida Secretary of State on March 28, 2008.

I hereby further certify that the same as attached has not been amended.

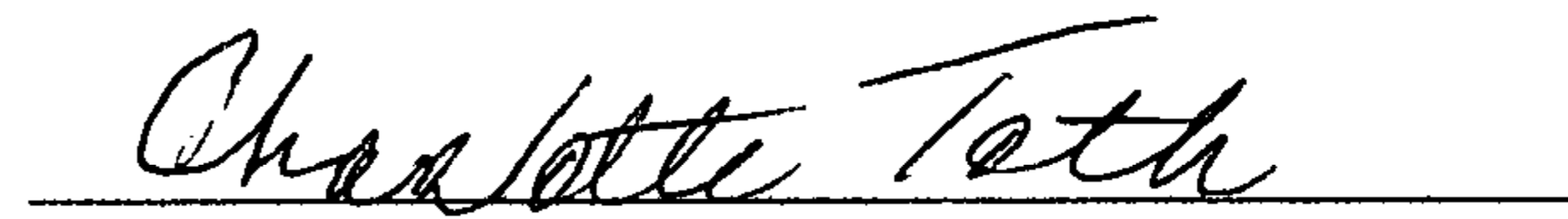
Dated this 3 day of June, 2009.


Adrienne Ayres, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 3rd day of June, 2009, by Adrienne Ayres, as Secretary of Grand Horizons Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She: is personally known to me or has produced _____ as identification.




Notary Public
My Commission Expires: 11/2/09

AMENDED AND RESTATED BYLAWS
OF
GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC.,
A Florida Corporation Not for Profit

ARTICLE I
Principal Office and Definitions

1.1 The principal office of the Association shall be at 12110 Seminole Blvd., Largo, FL 33778, or at such place as may be subsequently designated by the Board of Directors.

1.2 The seal of the corporation will bear the name of the corporation and the word "Florida", the words "corporation not for profit," and the year of incorporation.

1.3 All capitalized terms used in these Bylaws not otherwise defined herein shall have the meanings as set forth in the Declaration of Covenants and Restrictions for GRAND HORIZONS (hereinafter referred to as the "Declaration").

ARTICLE II
Membership and Voting Provisions

2.1 Membership. Membership in the Association shall be limited to Owners of Lots in the Property described in Exhibit "A" to the Declaration and such additional real property as the Association may add thereto in accordance with the terms of the Declaration. Qualification for Membership shall be as set forth in Article IV of the Articles of Incorporation. If title to a Lot is vested in more than one Person, then all Persons owning said Lot shall be Members of the Association, but there shall be only one vote cast for each Lot. If title to a Lot is vested in a corporation or other artificial entity, said entity may designate an individual or officer as its Voting Member, as defined herein.

2.2 Voting.

2.2.1 Each Owner of a Lot shall be entitled to one (1) vote for each Lot owned, but there shall be only one vote cast for each Lot.

2.2.2 A majority of the total Voting Interests shall decide any questions, unless these Bylaws or the Articles of Incorporation or the Declaration expressly provide otherwise.

2.3 Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the total Voting Interests shall constitute a quorum.

2.4 Proxies. Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy and filed with the Secretary of the Association prior to the meeting in which it is to be used. A proxy is effective only for the

specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

2.5 Designation of Voting Member. For purposes of these Bylaws, the term "Voting Member" shall mean (i) any individual Owner of a Lot, (ii) a designated person if the Lot is owned by more than one person, or (iii) a designated officer, employee or agent of a corporation holding title to a Lot. If a Lot is owned jointly by more than one person, the following three provisions are applicable thereto;

2.5.1 They may, but shall not be required to, designate a Voting Member.

2.5.2 If they do not designate a Voting Member, and if all owners are present at a meeting but are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on the subject at that meeting. The vote of a Lot is not divisible.

2.5.3 If they do not designate a Voting Member, and only one of the recorded owners is present at a meeting, the Person present may cast the vote, as though he owned the lot individually, and without the concurrence of the absent person or persons.

2.6 Loss of Voting Rights. Any Member who is delinquent in the payment of any Assessment in excess of sixty (60) days shall automatically lose the right to vote at any meeting or upon any matter coming before the Membership for so long as the delinquency continues, and his Lot shall not be counted in determining whether a quorum is present at any meeting of Members.

ARTICLE III Meeting of the Membership

3.1 Annual Meeting. The regular annual meeting of the Members shall be held within sixty (60) days of the end of the fiscal year at a time and place determined by the Board of Directors. The election of Directors shall be held at, or in conjunction with, the annual meeting.

3.2 Special Meeting. Special meetings of the Members for any purpose may be called at any time by the President, or by any four (4) or more Members of the Board of Directors, or upon written request of one-third (1/3) of the total Voting Interests of the Association. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of the meeting.

3.3 Notice. Notice of any meeting, annual or special, shall be given to the Members either personally, by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association, not less than fourteen (14) days but not more than sixty (60) days prior to such meeting. Members who have consented in writing may

receive electronically transmitted Notices of meetings. It is the responsibility of the Members to advise the Secretary of the Association of any change in mailing address.

3.4 Consent. Any action required or permitted to be taken at an annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to the corporate secretary, or another officer or agent of the corporation having custody of the book in which proceedings of meetings of Members are recorded. Written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by Members having the requisite number of votes necessary to authorize the action within 60 days of the date of the earliest dated consent and is delivered in the manner required by this section. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

3.5 Adjourned Meeting. If any meeting of Members cannot be organized because a quorum of Voting Members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present. If a quorum is present, any business may be transacted which might have been transacted at the meeting originally called and noticed. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if a new date is fixed for reconvening after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed above.

ARTICLE IV Directors

4.1 Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors consisting of seven (7) Directors, and all such Directors shall be Members of the Association. The Voting Member of a corporation or other entity holding fee title to a Lot shall be deemed a Member of the Association to qualify as a Director. At the next annual meeting after the adoption of these Amended and Restated Bylaws by the Board of Directors, the Members shall elect three (3) Directors who will serve a term of one (1) year and the remaining number of Directors will serve a term of two (2) years, by the plurality of votes cast for each Director. At each subsequent annual meeting, the Members shall elect the number of Directors required to fill the expired terms, each of whom shall be elected to serve a term of two (2) years. It is the intention of the Association that the terms of the Directors shall be staggered. Each Director shall hold office for the term to which he is elected or appointed and until his or her successor has been elected or appointed and qualified or until his or her earlier resignation, removal from office, or death.

4.2 Recall, Resignation or Vacancy on Board of Directors.

4.2.1 Recall.

a. Any Member of the Board of Directors may be recalled and removed from office with or without cause by a majority of the total Voting Interests.

b. Directors may be recalled by an agreement in writing or by written ballot without a Membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or by personal service.

c. The Members may also recall and remove a Director or Directors by a vote of a majority of the total Voting Interests taken at a special meeting of the Members to recall a Director or Directors of the Board of Directors, which meeting may be called by ten (10) percent of the total Voting Interests giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

d. If a vacancy occurs on the Board of Directors as a result of a recall and less than a majority of the Directors are removed, the vacancy shall be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this subsection or in the Association documents. If vacancies occur on the Board as a result of a recall and a majority or more of the Board of Directors is removed, the vacancies shall be filled by Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by agreement in writing or by written ballot, Members may vote for replacement Directors on that same written agreement or written ballot.

e. When the recall of more than one Director is sought, the written agreement, ballot, or vote at a meeting shall provide for a separate vote for each Director sought to be recalled.

4.2.2 Resignation.

a. A Director may resign at any time by delivering written notice to the President and Secretary of the board of Directors of the Association.

b. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

4.2.3 Vacancy.

a. Any vacancy occurring on the Board of Directors, other than by recall, shall be filled by the affirmative vote of the majority of the remaining Directors, even though the

remaining Directors constitute less than a quorum, or by the sole remaining Director, as the case may be, or, if the vacancy is not so filled or if no Director remains, by the Members or, on the application of any person, by the circuit court of the county where the registered office of the corporation is located.

b. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors, but only for a term of office continuing until the next election of Directors by the Members or, if the corporation has no Members or no Members having the right to vote thereon, for such term of office as is provided in the Articles of Incorporation or the Bylaws.

c. A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs. However, the new Director may not take office until the vacancy occurs.

4.5 Regular and Special Meetings.

4.5.1 A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Members. This also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific lot owned by a Member of the Community. This section does not apply to meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

4.5.2 Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements.

4.5.3 Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the board held for the purpose of discussing personnel matters.

4.5.4 Notices of all regular and special board meetings shall be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of a meeting, except in an emergency. Notices of all regular and special Board meetings shall include an agenda which states the purpose of the meeting. Notices for meetings of the Board of Directors and committee meetings requiring notice may be sent by electronic transmission; however, a Member must consent in writing to receiving notice by electronic transmission.

4.5.5 An assessment may not be levied at a Board meeting unless the notice and agenda of the meeting includes a statement that assessments will be considered and the nature of the

assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding lot use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously in the Community not less than fourteen (14) days before the meeting.

4.5.6 Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific lot owned by a Member of the Community.

4.5.7 The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.5.8 If twenty percent (20%) percent of the total Voting Interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the fourteen (14) day notice requirement. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

4.6 Waiver of Notice. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.7 Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

4.8 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are permitted by Florida Law, by the Declaration, the Articles of Incorporation or by these Bylaws directed to be exercised and done by the Members. These powers shall also specifically include, but shall not be limited to, the following:

4.8.1 To exercise all powers provided by Florida and Federal law or specifically set forth in the Articles of Incorporation, in these Bylaws, or in the Declaration, and all acts incidental thereto.

4.8.2 To charge and collect Assessments or Special Assessments and use those monies to carry out the purposes and powers of the Association.

4.8.3 To employ, dismiss and control the personnel necessary for the maintenance and preservation of the Property and the Common Areas subject to the Declaration, including the right and power to employ attorneys, accountants, contractors and other professionals as it deems necessary.

4.8.4 To make, amend, and enforce rules and regulations governing the operation and use of Lots, the Common Areas, and Recreational Facilities, and the use and maintenance of any property acquired by the Association.

4.8.5 To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers outlined therein and shall report its findings and recommendations to the Board of Directors. Such committees shall consist of at least three (3) Members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and each committee shall keep regular minutes of its proceedings and present them to the Board of Directors at its next meeting.

4.8.6 To exercise the powers conferred upon the Association.

4.8.7 Establish penalties and fines for the infraction of any covenant or restriction contained in the Declaration, Bylaws, or of any Rule or Regulation.

4.8.8 Suspend the voting rights of a Member for the nonpayment of Assessments and Special Assessments that are delinquent in excess of sixty (60) days.

4.8.9 Suspend the right to use the Common Areas and Recreational Facilities of a Member and all of his family, guests and tenants during any period in which such Member shall be in default in excess of sixty (60) days in the payment of any Assessment or Special Assessment levied by the Association. Such rights may also be suspended after notice and a hearing before the Board, for a period not to exceed sixty (60) days for violation of published Rules and Regulations. Such suspension shall not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the lot, including, but not limited to, the right to park.

4.8.10 Issue, or to cause the Treasurer to issue, upon request by any Owner or Mortgagee, a certificate setting forth whether or not any Fee, Charge, Assessment, or Special Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment or Special Assessment has been paid, such certificate shall be conclusive evidence of such payment.

4.8.11 Provide liability, casualty and other insurance to protect the Board of Directors, the Association, and its Members and the Common Area and Recreational Facilities in such coverage and amounts as the Board of Directors may fix. The Assessment for insurance shall be an item in the annual budget, and any deficiency in the insurance reserve shall be collected as a Special Assessment which shall be due and payable by Members when billed, which billing shall be sixty (60) days prior to the expiration date of the policy. In the event of any casualty or other loss, the Association will be the agent of all Members to process and settle claims. Each Member shall insure his own living unit and the contents therein at his own expense.

4.8.12 Provide that all officers authorized to sign checks, or any officer or employee or agent of the Association handling or responsible for Association funds to be bonded in such amount as may be determined by the Board of Directors, but not less than the minimum amount required by law. The premiums for such bonds shall be paid by the Association. The bonds shall be in an amount sufficient to equal the monies an individual handles or controls or has signatory authority on a bank account or other depository account.

4.8.13 Establish the fee or charge to be paid the Association by a Member requesting an architectural or landscaping review by the Architectural and Landscaping Committee.

4.8.14 To open bank accounts on behalf of the Association and designate the signatories required; deposit all funds received on behalf of the Association in a bank depository and use such funds to operate, manage and maintain the Association; provided any reserve fund may be deposited in the Board of Directors' best judgment in depositories other than banks.

4.8.15 To indemnify any Director, officer, committee Member or former Director, officer or committee Member of the Association, to the extent such indemnity is required by Florida law, the Articles, or these Bylaws.

4.9 The Directors of the Association have a fiduciary relationship to the Members who are served by the Association.

ARTICLE V Officers

5.1 Officers. The officers of the Association shall be President, Vice President, Secretary and Treasurer, and such other officers as may from time to time be deemed appropriate by the Board of Directors. All such officers shall be elected or appointed by the Board of Directors. One person may hold more than one of the aforementioned offices.

5.2 Election. The officers of the Association designated in Section 5.1 above, shall be elected by the Board of Directors at the organizational meeting of each new Board following the annual meeting of the Members, or at a regular or special meeting of the Board of Directors for the purpose of electing officers to fill vacancies.

5.3 Term and Compensation. The officers of the Association shall be elected annually by the Board of Directors and each officer shall hold office for one (1) year, unless he shall sooner resign, be removed, or be otherwise disqualified. The officers of the Association shall serve without compensation.

5.4 Resignation and Removal of Officers.

5.4.1 An officer may resign at any time by delivering notice to the Board of Directors. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Board of Directors accepts the future effective date, the Board of Directors shall fill the pending vacancy by electing the successor before the effective date if the Board of Directors provides that the successor does not take office until the effective date of the pending vacancy. The successor shall serve for the remainder of the term of the officer he replaces.

5.4.2 A board of Directors may remove any officer at any time, with or without cause by the affirmative vote for removal by a majority of the Board of Directors. The vacant position shall be filled as outlined in Section 4, paragraph 1.

5.5 President. The President shall preside at all meetings of the Members and of the Board of Directors and shall be an ex officio Member of all standing committees. The President shall execute any leases, mortgages, deeds and or written instruments which are duly authorized to be executed and shall co-sign all promissory notes upon approval of the Board of Directors. He shall perform all other duties as may be prescribed by the Board of Directors from time to time.

5.6 Vice President. The Vice President shall perform all of the duties of the President in his absence, and when so acting, shall have all of the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as may be delegated to him from time to time by the Board of Directors.

5.7 Secretary. The Secretary shall have custody of and maintain all of the corporate records of the Association, except those maintained by the Treasurer; shall issue notices required by these Bylaws; shall record and publish the minutes of all meetings of the Membership and the Board; and shall perform any and all other duties incident to the office of the Secretary or as may be prescribed by the Board of Directors or the President. The Secretary may attest to any agreement or recordable instrument on behalf of the Association. The Assistant Secretary, if one, shall perform the duties of the Secretary in the Secretary's absence.

5.8 Treasurer. The Treasurer shall have charge and custody of the Association's funds, securities and financial records. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other

valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The Treasurer shall also:

5.8.1 Disburse the funds of the Association as may be ordered by the Board of Directors, or in accordance with these Bylaws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

5.8.2 Collect any Assessments and promptly report the status of collections and of any delinquencies to the Board of Directors.

5.8.3 Give status reports of any Assessments, payment and non-payment of a particular Lot to potential transferees on which reports said transferees may rely.

5.8.4 If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

5.9 The Officers of the Association have a fiduciary relationship to the Members who are served by the Association.

ARTICLE VI

Official Records; Minutes; Fiscal Year; Annual Budget; Non-Payment of Assessments; Liens; and Financial Reports

6.1 Official Records. The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspection and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

6.2 Minutes. Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the Minutes.

6.3 Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, or at such time and in such a manner as the Board of Directors deems it advisable.

6.4 Annual Budget.

6.4.1 The Association shall prepare an annual budget that sets out the annual operating expenses. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget shall set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the association, or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member within the time limits set forth herein.

6.4.2 In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible to the extent that the governing documents do not limit increases in assessments, including reserves. If the budget of the Association includes reserve accounts, such reserves shall be determined, maintained, and waived in the manner provided herein. Once the Association provides for reserve accounts in the budget, the Association shall thereafter determine, maintain, and waive reserves in compliance with this subsection.

6.4.3 If the budget of the Association does not provide for reserve accounts and the Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year required herein shall contain the following statement in conspicuous type: **THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.**

6.4.4 The Association shall be deemed to have provided for reserve accounts when reserve accounts have been initially established by the developer or when the Membership of the Association affirmatively elects to provide for reserves. If reserve accounts are not initially provided for by the developer, the Membership of the Association may elect to do so upon the affirmative approval of not less than a majority of the total Voting Interests of the Association. Such approval may be attained by vote of the Members at a duly called meeting of the Membership or upon a written consent executed by not less than a majority of the total Voting Interests in the Community. The approval action of the Membership shall state that reserve accounts shall be provided for in the budget and designate the components for which the reserve accounts are to be established. Upon approval by the Membership, the board of Directors shall provide for the required reserve accounts for inclusion in the budget in the next fiscal year following the approval and in each year thereafter. Once established as provided herein, the reserve accounts shall be funded or maintained or shall have their funding waived in the manner provided herein.

6.5 Non-Payment of Assessments.

6.5.1 In the event that any Assessment shall not have been paid within thirty (30) days of the due date, the Assessment shall be deemed delinquent. The Treasurer shall send by mail a delinquency notice to the delinquent Member.

6.5.2 The Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid thirty (30) days past the due date, and interest on the unpaid assessments at the highest rate allowed by law.

6.5.3 Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

6.5.4 In the event that any Assessment shall not have been paid within fifteen (15) days of sending said delinquency notice, the Association or the Association's attorney shall send out a written Notice of Intent to Lien by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner of record at his last address as reflected in the records of the Association, providing the Owner with forty-five (45) days following the date the notice is deposited in the mail to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.

6.6 Lien.

6.6.1 The Association has a lien on each lot to secure the payment of assessments and other amounts provided for by Florida law. Except as otherwise set forth herein, the lien is effective from and shall relate back to the date on which the original Declaration of the Community was recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the lot is located. This section does not bestow upon any lien, mortgage, or certified judgment of record on July 1, 2008, including the lien for unpaid assessments created in this section, a priority that, by law, the lien, mortgage, or judgment did not have before July 1, 2008.

6.6.2 To be valid, a claim of lien must state the description of the lot, the name of the record Owner, the name and address of the Association, the assessment amount due, and the due date. The claim of lien shall secure all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges, and reasonable costs and attorney's fees incurred by the Association incident to the collection process. The person making the payment is entitled to a satisfaction of the lien upon payment in full.

6.6.3 The Association may not file a record of lien against a lot for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the association pursuant to its governing documents has been made by the Association, as outlined herein.

6.6.4 The Association may bring an action in its name to foreclose a lien for assessments in the same manner in which a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in an action to foreclose a lien or an action to recover a money judgment for unpaid assessments.

6.7 Financial Reports. The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (i) financial statements presented in conformity with generally accepted accounting principles, or (ii) a financial report of actual receipts and expenditures, cash basis, showing the amount of receipts and expenditures by classification and the beginning and ending cash balance of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a copy of the report is available upon request at no charge to the Member.

6.8 Limitation on Expenditures. Unless either (i) set forth as a separate line item in the then-current Association approved budget, (ii) an item of repair, renovation or replacement for which reserve funds are funded and readily available, (iii) an item of maintenance or repair necessary to the operation of the common elements (for example and without limitation, roadways, water and sewer lines and equipment), or (iv) necessary to alleviate a casualty loss (for example and without limitation, fire, flood, hurricane, tornado, or windstorm), the Board of Directors shall not expend a sum in excess of \$10,000.00 without the affirmative vote of a majority of the total Voting Interests present at a meeting called for that purpose.

ARTICLE VII Indemnification

Each Director and officer of the Association shall be indemnified by the Association against all costs, damages and expenses actually and necessarily incurred by him/her in connection with the defense of any action, suit or proceedings in which he is made a party by reason of his being or having been a Director or officer of the Association. The Association shall not, however, indemnify such Director or officer with respect to matters as to which he shall be adjudged in any such action, suit or proceeding to have been liable for willful misconduct or gross negligence in the performance of his duties as such Director or officer. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under any Bylaw, vote of Members or otherwise.

ARTICLE VIII Amendments to the Bylaws

8.1 These Bylaws may be altered, amended, or rescinded by a majority vote of the Board of Directors at any duly called meeting, or by written consent; provided, however, that any amendments to the Bylaws shall also be approved by the affirmative vote of not less than two-thirds (2/3) of the total Voting Interests of the Association.

8.2 No provision of the Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Bylaws shall contain the full text of

the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See provision _____ for present text."

8.3 No amendment or alteration of these Bylaws shall be made which affects the rights or privileges of any Mortgagee without the express prior written consent of all Mortgagees so affected, and any attempted amendment or alteration contrary to this prohibition shall be of no force or effect.

ARTICLE IX Notices

Whenever notices are required to be sent to Members, they shall be sent by United States mail or by personal delivery to the addresses of the Lots, unless the Member gives written notice of a different address. Notice shall be deemed given when delivered to the Lots or when deposited in the United States mail with sufficient postage paid to carry it to its intended destination.

ARTICLE X Liability Survives Termination of Membership

The termination of Membership in the Association shall not relieve or release any former Owner or Member from any liability or obligations incurred under or in any way connected with his Lot, or Membership, nor impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with such ownership and/or Membership and the covenants and liabilities incident thereto.

ARTICLE XI Parliamentary Rules

Roberts' Rules of Order (latest addition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

ARTICLE XII Rules and Regulations

The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the use and maintenance of the Property, the Common Areas, and the Recreational Facilities in order to insure compliance with the Declaration and with the Architectural and Landscaping Committee's standards and any facilities or services made available to the Members. A copy of the Rules and Regulations adopted from time to time shall be available from the Association for inspection or copying by Members.

ARTICLE XIII
General Provisions

13.1 If any irreconcilable conflict should arise or exist with respect to the interpretation or application of these Bylaws, the Articles of Incorporation or the Declaration, the Declaration shall prevail.

13.2 Gender/Plurality. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter, and vice versa.

GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC.

By: Richard J. Cannon Pres
Its President

Attest: Arminius Lynn, Secy
Its Secretary

Dated: June 1, 2009