

BY-LAWS

OF

THE GROVE AT GRAND PALMS HOMEOWNERS ASSOCIATION, INC.

A Non-Profit Corporation

The operation of the property described and named in the Declaration of Restrictions to which these By-Laws are attached shall be governed by these By-Laws.

ARTICLE I. DEFINITIONS

The terms used in these By-Laws, as well as the Declaration of Restrictions and all Amendments and items pertinent thereto, shall have the meanings stated in the Declaration of Restrictions unless the context otherwise requires:

1.1 ASSOCIATION means THE GROVE AT GRAND PALMS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors or assigns.

1.2 BOARD means the Board of Directors of the Association.

1.3 DEVELOPER means LENNAR HOMES, INC., a Florida corporation, its successors and assigns.

1.4 LOT means a lot as shown in the recorded Declaration of Restrictions of THE GROVE AT GRAND PALMS, to which Declaration of Restrictions these By-Laws are attached. Further, these By-Laws are subject to the terms and conditions of said Declaration of Restrictions.

1.5 BY-LAWS means the By-Laws of the Association as they exist from time to time.

1.6 LOT, COMMON AREA, PARKING SPACE, STREET and LOT OWNER shall each have the meaning given in the Declaration of Restrictions.

1.7 COMMON EXPENSES include:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of the COMMON AREA, PARKING SPACES, STREETS, easements and the portions of the LOTS to be maintained by the ASSOCIATION.

(b) Expenses to be shared as common expenses by provisions of the Declaration of Restrictions, or the By-Laws or Articles of Incorporation of the ASSOCIATION.

(c) Any valid charge against the ASSOCIATION or the property administered by the ASSOCIATION as a whole.

(d) Expenses of administration, maintenance, assessments, maintenance contract, charges, operation, repair or replacement and taxes and insurance in conjunction with the operations provided for in the Declaration of Restrictions of THE GROVE AT GRAND PALMS, in the Master Declaration of GRAND PALMS, in the Plat of THE GROVE AT GRAND PALMS or in the Plat of GRAND PALMS, a P.U.D.

1.8 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION, over the amount of Common Expenses.

1.9 OCCUPANT means the person or persons, other than the LOT OWNER, in possession of a LOT.

1.10 SINGULAR, PLURAL GENDER shall mean whenever the context so permits, the use of plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE II. ASSOCIATION MEMBERSHIP - MEETINGS

2.1 Members and Voting Rights. Each LOT OWNER shall automatically become a member of the ASSOCIATION upon acquiring record title to any LOT. In addition, the DEVELOPER or any successor to DEVELOPER'S title as record owner of a LOT or LOTS shall be deemed to own that number of memberships which is equal to the number of LOTS owned by it. Said membership shall be appurtenant to and may not be separated from ownership of any LOT. When more than one person holds an interest in any LOT, all such persons shall be members, however, there shall be only one vote for each LOT, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record owners designating which member shall be entitled to vote for said LOT. In the event such certificate is not on file with the ASSOCIATION, no vote for said LOT shall be cast. Anything to the contrary notwithstanding, any LOT owned jointly by husband and wife may exercise the vote without a certificate so long as the ASSOCIATION has not been advised by either spouse to the contrary. Membership in the ASSOCIATION shall be subject to the same rights and obligations as herein set forth:

- (a) Class A. Class A members shall consist of all the members declared to be members, as hereinabove provided, excepting the DEVELOPER.
- (b) Class B. The Class B member shall be the DEVELOPER, its successors and assigns. So long as there shall be a Class B member, said member shall have the exclusive power to select the directors, which directors shall exercise all the powers of the ASSOCIATION. The Class B membership shall cease and all powers and duties of the ASSOCIATION shall be exercised by the Class A members upon the happening of either of the following events, whichever first occurs:

(i) December 31, 2000;

(ii)

Upon filing in the Public Records of Broward County, Florida of a resignation of the Class B member from membership;

(iii)

One hundred eighty (180) days after completion of construction and sale of all residential units which may be constructed on the PROJECT AREA defined in the Declaration of Restrictions;

(iv)

Anything to the contrary notwithstanding, the LOT OWNERS other than DEVELOPER shall be entitled to elect a majority of the members of the Board of Directors of the ASSOCIATION upon the earlier of the following events:

(a) Four (4) years after fifty percent (50%) of the LOTS have residences constructed thereon and have been conveyed to purchasers;

(b) Six (6) months after ninety percent (90%) of the LOTS have residences constructed thereon and have been conveyed to purchasers.

Provided that so long as DEVELOPER holds title to a LOT, the following actions cannot be taken without written approval of DEVELOPER: (a) assessment against DEVELOPER for a capital improvement; and (b) no action shall be taken which is detrimental to the sale of LOTS or units by DEVELOPER.

2.2 Transfer of Membership. Membership in the ASSOCIATION may be transferred only as an incident to the transfer of title to a LOT as and in the manner set forth in the Declaration of Restrictions.

2.3 Annual Meeting. The annual meeting of the members shall be held once a year in February or March at such location in Broward County, Florida as the President or a majority of the Board of Directors shall specify in writing to the members. Provided however, that

DEVELOPER shall control the affairs of the ASSOCIATION for the period that is set forth in the Declaration of Restrictions and Paragraph 2.1 above, and no meeting shall be required during that period.

2.4 Special Meetings. A special meeting of the members may be called at any time by the President or by a majority of the Board of Directors, and shall be held at such place as is designated by the President or a majority of the Board of Directors and stated in a written notice. No special meeting shall be called unless the Secretary of the ASSOCIATION shall have mailed to or served upon all of the members a written notice of the said meeting at least five (5) days prior to the date of said meeting. A special meeting shall also be called by the President upon written demand of a majority of the members, and in the event such demand is made, then and in that event, the President shall direct the Secretary to mail to or serve upon all of the members with written notice of said meeting at least five (5) days prior to the date of the meeting. All notices shall be mailed to or served at the address of the member as it appears on the records of the ASSOCIATION.

2.5 Voting. Voting shall be by secret ballot. At any meeting of members, each member shall be entitled to one vote, in person or by proxy, for each LOT owned by him. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notice of said proxy shall be made in the minutes of the meeting. No member who is then more than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting of the members unless approved by the Board of Directors.

2.6 Quorum. A quorum for the transaction of business at the annual or any special meeting shall consist of a majority of the members represented either in person or by proxy; but the members present at any meeting, although less than a quorum, may adjourn the meeting to a future date. The vote of a majority of the members shall decide any question unless the By-Laws or Declaration of Restrictions provide otherwise, in which event the votes required in the By-Laws or the Declaration of Restrictions shall control. After a quorum has been established at a meeting, the subsequent withdrawal of members, so as to reduce the number of Voting Interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

2.7 Waiver. The foregoing requirements as to meetings are not to be construed, however, to prevent members from waiving notice of meeting or from acting by written agreement without meetings provided that such waivers or written agreement is executed by all of the members.

ARTICLE III. OFFICERS - BOARD OF DIRECTORS

3.1 First Board. The first Board of Directors shall serve until the first annual meeting of the members of the ASSOCIATION, or until their successors shall have been elected and qualified. The first Board of Directors is:

Paul Holstein
Robert Blanton
Martin Boehm

3.2 Election and Term of Office. Commencing with, and at the first annual meeting of the members to be held after DEVELOPER relinquishes control by resigning as a Class B member or December 31, 2000 (whichever is first), and at such annual meetings thereafter, the members shall elect by plurality vote five (5) persons as Directors who shall constitute the Board of Directors of the ASSOCIATION, and who shall hold office for a term of one year or until their successors shall have been qualified and elected. Each member shall be entitled to one vote for each LOT owned by him for each office to be filled. Provided however, if the LOT OWNERS shall be entitled to elect a majority of the Board of Directors pursuant to Article II, Section 2.1(b)(iv) above, then the LOT OWNERS shall elect three (3) Directors and DEVELOPER shall designate two (2) Directors.

3.3 Election of Officers. Commencing with, and at the first annual meeting of the members, as heretofore described, and at each annual meeting thereafter, the Board of Directors shall elect by plurality votes four (4) officers, to-wit: a President, one Vice President, a Secretary and a Treasurer out of its membership on the Board of Directors who shall likewise hold office for a term of one year or until their successors shall have been qualified and elected. The initial officers of the ASSOCIATION shall be:

President: PAUL HOLSTEIN
Vice President: MARTIN BOEHM
Secretary: ROBERT BLANTON
Treasurer: ROBERT BLANTON

3.4 General Statement of Powers. The property, business and affairs of the ASSOCIATION shall be managed by the Board of Directors.

3.5 Title of Officers. Officers of the ASSOCIATION are: a President, a Vice President, and a Secretary-Treasurer. The Board of Directors may, from time to time, elect an Assistant Vice President and an Assistant Secretary-Treasurer who shall serve at the will of the Board of Directors, but who shall not be deemed members of the Board of Directors.

3.6 Qualification of Officers. Until the election to be held when the DEVELOPER relinquishes control of the ASSOCIATION, an officer need not be a LOT OWNER; thereafter at least two (2) of the officers and two-thirds (2/3) of the members of the Board of Directors shall be members. No member shall be eligible for election as an officer or director if he is more than thirty (30) days delinquent in the payment of his assessment. Commencing with the officers elected at the meeting of members to be held after DEVELOPER relinquishes control of the ASSOCIATION, a transfer of title of his LOT by an officer who is a LOT OWNER shall automatically operate as his resignation as an officer and as a member of the Board of Directors.

3.7 Removal and Vacancies. After the first election, an officer or director may be removed from office upon the affirmative vote of a majority of the members for any reason deemed by the members to be detrimental to the best interest of the ASSOCIATION. In the event of any removal, resignation or vacancy in any of the offices, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned or vacated office, who shall hold office for the balance of the unexpired term and shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

3.8 Annual Meeting. The annual meeting of the Board of Directors shall be held at such place in Broward County, Florida, as may be agreed upon by the Board of Directors immediately following the adjournment of the annual meeting of the members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board of Directors of said regular meetings once said schedule has been adopted.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, said notice to be mailed to or personally served on each member of the Board of Directors by the Secretary of the ASSOCIATION. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place.

3.10 Quorum. A quorum for the transaction of business at any regular meeting of the Board of Directors shall consist of a majority of the members of the Board, but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date,

and place shall be mailed to, or personally served on each member of the Board of Directors by the Secretary of the ASSOCIATION at least three (3) days prior to the time fixed for said meeting.

3.11 Compensation. The officers and/or directors of this ASSOCIATION shall serve without compensation.

ARTICLE IV. OFFICERS - POWERS AND DUTIES

4.1 President. The President shall be the chief executive officer of the ASSOCIATION. He shall preside at all meetings of the members and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the ASSOCIATION and other officers. He shall sign all written contracts of the ASSOCIATION and shall perform and have the necessary powers to perform all of the duties incident to his office and those that may be delegated to him from time to time by the Board of Directors.

4.2 Vice President. The Vice President shall perform all the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

4.3 Secretary and Treasurer.

(a) The Secretary shall issue notices of all Board of Directors meetings and all meetings of the members; he shall attend and keep the minutes of same; he shall have charge of all of the ASSOCIATION'S books, records and papers.

(b) The Treasurer shall have the custody of the ASSOCIATION'S funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the ASSOCIATION and shall deposit all moneys and other valuable effects in the name and to the credit of the ASSOCIATION in such depositories as may be designated from time to time by the Board of Directors.

(c) The Treasurer shall disburse the funds of the ASSOCIATION from the checking account, with all checks countersigned by the President, as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting 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.

(d) The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

ARTICLE V. POWERS OF THE ASSOCIATION

The ASSOCIATION, acting through the Board of Directors, shall have the following powers:

5.1 Declaration. All of the powers specifically set forth in the Declaration of Restrictions and all of the powers incidental thereto.

5.2 By-Laws. All of the powers specifically set forth in these By-Laws and all powers incidental thereto.

5.3 Articles of Incorporation. All of the powers specifically set forth in the Articles of Incorporation and all powers incidental thereto.

5.4 Miscellaneous Powers.

(a) To use and expend the assessments collected to carry out the purposes and powers of the ASSOCIATION.

- (b) To employ attorneys, accountants, and other professional services as the need arises.
- (c) To employ workmen, janitors, gardeners, and such other agents and employees to carry out the powers of the ASSOCIATION, and to purchase supplies and equipment therefor.
- (d) To enter into such agreements and contracts as may be necessary to make available the facilities of the ASSOCIATION.
- (e) To own and/or operate and/or control the Common Area, Parking Area, Parking Spaces, Streets, etc., to the extent described pursuant to the Declaration of Restrictions.

ARTICLE VI. FINANCE AND ASSESSMENTS

6.1 Depository. Funds of this ASSOCIATION shall be deposited in such bank or banks as the Board of Directors may from time to time direct, in an account for the ASSOCIATION under Resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by the President and countersigned by the Secretary and the Treasurer or such other officers as designated by the Board of Directors from time to time. All notes of the ASSOCIATION shall be signed by any two of the officers of the ASSOCIATION.

6.2 Fiscal Year. The fiscal year for 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 at such time as the Board of Directors deems it advisable.

6.3 Determination of Assessments.

(a) The Board of Directors of the ASSOCIATION shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the ASSOCIATION (including parking spaces, easements, streets, lots and common area) providing for use of same for the members; common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Area, lots, streets, walkways, parking areas, easements, recreation area, the costs of carrying out the powers and duties of the ASSOCIATION, management contract, and any other expenses designated as common expenses from time to time by the Board of Directors of the ASSOCIATION.

The Board of Directors is specifically empowered on behalf of the ASSOCIATION to make and collect assessments and to lease, maintain, repair and replace the Parking Spaces, Common Area, Recreation Area, streets, lots and easements, to meet the requirements of the ASSOCIATION, if any. In addition, if private water bills on the individual residential units include more than one IOT, collection of assessments to pay same pursuant to the Declaration of Restrictions is authorized.

Funds for the payment of common expenses shall be assessed and be deemed a lien as set forth in the Declaration of Restrictions.

(b) When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the ASSOCIATION shall mail or present a statement of the assessment to each of the members. All assessments shall be payable to the Secretary-Treasurer of the ASSOCIATION, and upon request, the Secretary-Treasurer shall give a receipt for each payment made to him.

6.4 Delinquent Assessments. In the event the payment of an assessment is delinquent, the ASSOCIATION, through its Board of Directors, may proceed to enforce and collect the said assessment in any manner provided for by the Declaration of Restrictions.

6.5 Unused Assessments. All income to the ASSOCIATION shall be used to defray the cost and expenses of the ASSOCIATION. Any surplus from one year's budget shall be used to reduce assessments and fees

charged in the following year after adequately providing for short term cash flow; and no distribution of income shall be made to members.

ARTICLE VII. MAINTENANCE AND REPAIRS

7.1 Access. Any officer of the ASSOCIATION, or any agent of the Board of Directors, shall have irrevocable right to have access to each LOT from time to time during reasonable hours that may be necessary for inspection, maintenance, repair or replacement of any Common Area or lot accessible therefrom, or for making emergency repairs therein to prevent maintenance damage to the Common Area, Parking Space, easements, walkways, common wall or to another LOT.

7.2 Maintenance and Repairs. The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the ASSOCIATION property. The Board of Directors may grant to such firm, person or corporation the right of access as set forth in Section 1 of this Article. The Board of Directors may delegate to said firm, person or corporation rights of collection of assessments and powers of enforcing same.

7.3 LOT OWNERS. Every LOT OWNER must perform promptly all maintenance and repair work within his own property which, if omitted, would affect the other members' property, their common land and the project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

7.4 Prohibition. No member shall make any alteration in the portions of the improvements which are to be maintained by the ASSOCIATION or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of any buildings or improvements or impair any easement.

7.5 Fee Simple Title. The ASSOCIATION will accept fee simple title to any portion of the Common Area or Subdivision, if DEVELOPER shall tender a deed of conveyance.

ARTICLE VIII. VIOLATIONS

8.1 In the event of a violation (other than the nonpayment of an assessment) by the LOT OWNER in any of the provisions of the Declaration of Restrictions, these By-Laws or the Articles of Incorporation of the ASSOCIATION, by direction of the Board of Directors, may notify the members by written notice of such breach, transmitted by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the ASSOCIATION, through its Board of Directors, shall have the right to treat such violations as intentional and inexcusable and a material breach of the Declaration of Restrictions, the By-Laws or the Articles of Incorporation, and the ASSOCIATION may then, at its option, have the following elections; (a) an action at law to recover for its damage on behalf to he ASSOCIATION or on behalf of the other members; (b) an action in equity to enforce performance on the part of the members; or (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the ASSOCIATION to maintain such an action at law or in equity within thirty (30) days from the date of a written request, signed by a member, sent to the Board of Directors, shall authorize any member to bring an action in equity or suit at law on account of the violation.

ARTICLE IX. AMENDMENT TO THE BY-LAWS

9.1 These By-Laws may be amended in the same manner as the Articles of Incorporation may be amended.

ARTICLE X. RULES AND REGULATIONS

10.1 The Board of Directors may from time to time adopt and amend previously adopted administrative rules and regulations governing the details of the operation and use of the Common Areas, Parking Spaces,

traffic flow, easement and Streets, provided however, that no such rules and regulations shall conflict with the Declaration of Restrictions, and these By-Laws or the provisions of the Articles of Incorporation, and in the event of any conflict between the said rules and regulations and the foregoing, the Declaration of Restrictions and Articles of Incorporation shall prevail over these By-Laws.

10.2 The Board of Directors may determine from time to time if architectural control shall be delegated to GRAND PALMS COMMUNITY ASSOCIATION, INC., or exercised by an Architectural Control Committee of the ASSOCIATION.

10.3 Attached hereto are certain initial Rules and Regulations of THE GROVE AT GRAND PALMS.

THE FOREGOING were adopted as the By-Laws of THE GROVE AT GRAND PALMS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of December, 1992.

Approved:

President

Secretary