

BY-LAWS
THE SANCTUARY ON SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is THE SANCTUARY ON SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1150 Pelican Bay Drive, Daytona Beach, Florida 32119, but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to THE SANCTUARY ON SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described as follows:

All of that certain property shown on the plat of THE SANCTUARY ON SPRUCE CREEK, PHASE 1, as recorded in Plat Book 415, Pages 48-51 Public Records of Volusia County, Florida (herein sometimes referred as the "THE SANCTUARY SUBDIVISION") and such additional real property as may hereafter be brought within the jurisdiction of the Association in the manner provided in the Declaration.

Section 3. "Common Area" shall mean all real property (including improvements thereon) owned by or dedicated to the Association for the common use, enjoyment and/or benefit of the Owners; Declarant shall have the right, but not the obligation, to convey additional property to the Association, and upon such conveyance said property (including the improvements thereon) shall become Common Area.

Section 4. "Lot" shall mean and refer to any separate numbered plot of land as shown upon any recorded subdivision plat of the Property.

Section 5. "Owner" shall mean and refer to the record title owner of fee simple title to any Lot, (whether one or more persons or entities), but excluding parties holding such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to MHK of Volusia County, Inc., and its authorized successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for THE SANCTUARY ON SPRUCE CREEK dated September 1 1995 and

recorded in the Public Records of Volusia County, Florida, and any amendment or modifications made in accordance with the provisions thereof.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the second Thursday in the Month of December next following the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the first Thursday of each December each year thereafter, at the hour of six o'clock, p.m.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of Members entitled to cast one-fourth (1/4) of all of the votes entitled to be cast. Business conducted at any special meeting is limited to the purposes set forth in the notice of the meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the Members (except a reconvened meeting for which a proper announcement is made as provided in Section 4 below) shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence in person and by proxy at the meeting of Members entitled to cast one tenth (1/10) of the total votes of each Class of memberships, (if more than one class exists) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the new date, time and place at which the meeting is to reconvene, until such time as a quorum shall be present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, signed and dated, and shall state the date, time and place of the meeting for which it is given. A proxy is effective only for the specific meeting for which it is originally given, as the same 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. If the proxy specifically so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors composed of three (3) directors, who need not be Members of the Association. Prior to the Conversion Date, as defined in the Declaration, all Directors shall be appointed by the Declarant and at its pleasure. Only the Declarant may remove a Director appointed by the Declarant.

Section 2. Term of Office. At the first annual meeting after Conversion the Members shall elect one (1) director for a term of one year, (1) Director for a term of two years and (1) Director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect (1) director for a term of one year.

Section 3. Removal. Any director other than one appointed by Declarant may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to vote at a duly called meeting. In the event of death, resignation or removal of a director (other than one appointed by Declarant, who shall be replaced by Declarant), his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. After Conversion, nomination for election to the Board of Directors shall be made by the Nominating Committee appointed by the Board of Director or by a motion made from the floor at the annual meeting. Such nominations for Directors may be made from among Members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then said meeting will be held on the following day.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director, unless waived.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Notice of Meetings. 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 except for 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. Notices of all Board meetings must be posted in a conspicuous place within the property at least 48 hours in advance of a meeting, except in an emergency, or, if notice is not posted in a conspicuous place within the property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. After the Class A membership reaches 100%, notice may be given by provision of a schedule of Board meetings. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. 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.

Section 5. Minutes. Minutes of all meetings of the Members of the Association and of the Board of Directors of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for infractions thereof;

(b) suspend the right of any Member, Member's tenants, guests or invitees to use the recreational facilities during any period in which such Member shall be in default in the payment of any

assessment levied by the Association. Such rights may also be suspended after at least fourteen (14) days notice and opportunity of hearing, for a period not to exceed sixty (60) days for infraction of rules and regulations. The directors may also levy fines, not to exceed \$50.00 per violation against any Member, tenant, guest or invitee for any violation of the terms of the Declaration, these By-laws or any rule or regulation, provided that no fine shall be levied without at least fourteen (14) days notice to the violator and an opportunity for hearing.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members entitled to vote;

(b) elect and supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot on or before November 30 of each year;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same, and to settle or compromise any claim where deemed to be in the best interest of the Association.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on the property owned by the Association and, at its sole discretion, to provide directors and officers with liability insurance coverage.

(f) cause officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the stormwater management systems and Common Area to be maintained including, but not limited to, maintenance of private roads, landscaping and walls within the common areas;

(h) cause the lawn maintenance of individual dwellings to be maintained, if authorized pursuant to the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other offices as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. All officers shall be elected by and serve at the pleasure of the Board of Directors. The election of officers shall take place at the first meeting of the Board of Directors and at each Board of Directors meeting that follows the meeting of the annual Members meeting, thereafter.

Section 3. Term. Unless an officer shall sooner resign, or shall be removed, or otherwise disqualified to serve, officers shall serve and hold office from the date of appointment until the Board of Directors meeting following the next annual meeting of Members.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. Except as herein stated, no person shall simultaneously hold more than one of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The president shall preside at all meetings of Members and of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, promissory notes and other written instruments and shall sign all checks unless the Board of Directors delegates this responsibility to others.

(b) Vice-President: The vice-president shall act in place of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Boards of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

(d) 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the Members.

ARTICLE IX INDEMNIFICATION

Each director and officer of the Association now or hereafter serving as such, shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject by reason of serving or having served as such director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such director or officer; and the Association at its option, shall either undertake at its expense the defense of any claims made against any officer or director or shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with any claim or liability arising out of his own willful misconduct or gross negligence.

ARTICLE X
COMMITTEES

The Declarant shall appoint an Architectural Review Committee (ARC), as provided in the Declaration until such time as Class B membership ceases to exist, at which time the Board of Directors shall make all appointments. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. All committees shall be subject to the provisions of Section 4 of Article VI.

ARTICLE XI
BOOKS AND RECORDS

Section 1. Official Records. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.
- (b) A copy of the By-Laws of the Association and of each amendment to the By-Laws.
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto.
- (e) A copy of the current rules of the Homeowners' Association.
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.
- (g) A current roster of all Members and their mailing addresses and parcel identification.
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year.
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (1) Accurate, itemized, and detailed records of all receipts and expenditures.
- (2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- (3) All tax returns, financial statements, and financial reports of the Association.
- (4) Any other records that identify, measure, record, or communicate financial information.

Section 2. Inspection and Copying of Records. The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. It shall suffice to comply with this section if a copy of the official records is available for inspection or copying in the community.

Section 3. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the actual costs of providing copies of the official records, including, without limitation, the costs of copying.

ARTICLE XII FINANCIAL MATTERS AND ASSESSMENTS

Section 1. Budgets. The Association shall prepare an annual budget. The budget must 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 must set out separately all fees or charges for recreational amenities, whether owned by the Association, the developer, 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 within ten (10) business days upon request at no charge to the Member.

Section 2. Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days thereafter, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report shall consist of either:

- (a) Financial statements presented in conformity with generally accepted accounting principles; or
- (b) A financial report of actual receipts and expenditures, cash basis, which report must show:

- (1) The amount of receipts and expenditures by classification; and
- (2) The beginning and ending cash balances of the Association.

Section 3. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and Special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. A late charge of Twenty-Five Dollars (\$25.00) per assessment shall also be due if payment is not received within fifteen (15) days after the due date. An Owner may not waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE SANCTUARY ON SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

ARTICLE XIV AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of fifty-five percent (55%) of the total number votes entitled to be cast by all Members.

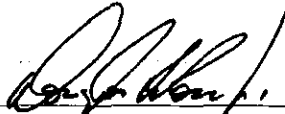
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. In the case of any conflict between the Declaration and the Articles of Incorporation, the Declaration shall control.

ARTICLE XV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Book: 4035
Page: 854
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, we, being all of the directors of THE SANCTUARY ON
SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 1st
day of September, 199 5.



Douglas R. Ross, Jr., President



Ted Gam, Vice President



Charlene B. Irland, Secretary/Treasurer