

**Lake Village
at The Crossings
Home Owners Association, Inc.
Of Martin County**



Amended and Restated Declaration
of Protective Covenants, Conditions
and Restrictions, By laws and
The Articles of Incorporation

Effective August 2, 2007

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

COVERING ALL OF

THE CROSSINGS, a Planned Unit Development, according to the Plat thereof recorded in Plat Book 8, Page 71, and subject to the terms and conditions of that certain Planned Unit Development Zoning Agreement dated May 19, 1980 and recorded in Official Records Book 496, Page 1115, all being in the Public Records of Martin County, Florida.

LESS AND EXCEPT, any portion of the real property designated for commercial use or future commercial area on the above described Plat or within the aforesaid Planned Unit Development Zoning Agreement.

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions covering all of the Crossings ("Declaration") is to continue the purposes set forth in that certain Declaration originally recorded in the public records of Martin County at Official Records Book 535, Page 1816, et. seq. and amended at OR Book 1654, Page 2914, et. seq. and OR Book 1745, Page 258, et. seq.

WITNESSETH:

WHEREAS, the property above-described is generally known as "THE CROSSINGS". For the purposes of this Declaration, the term or name "THE CROSSINGS" shall mean and refer to all of the foregoing property; and

WHEREAS, in order to continue the preservation of the value and amenities of the property and to provide for the following: (a) operation and maintenance of any recreational facilities and common areas, including streets and parking areas not otherwise dedicated for public use or maintained by an owner; (b) maintenance and preservation of the drainage system within THE CROSSINGS, including the lake, swales, and nature areas; and (c) maintenance and preservation of natural areas; and, to this end, the real property in THE CROSSINGS will continue to be subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof; and

WHEREAS, for the efficient preservation of the values and amenities of THE CROSSINGS, THE CROSSINGS HOME OWNERS ASSOCIATION, INC., OF MARTIN COUNTY, has been incorporated under the laws of the State of Florida for the purpose of assigning and delegating to it the powers of operating and maintaining the overall

drainage system; maintaining any recreational facilities and common areas, streets and parking areas not otherwise dedicated for public use or maintained by an owner; and maintaining and preserving the natural areas, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW THEREFORE, all of the real property described in Article I is and shall continue to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth which shall run with the said real property and be binding upon all parties having any right, title or interest in and to the described real property or any portion thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

Property Subject to this Declaration

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described as follows:

THE CROSSINGS, a Planned Unit Development, according to the Plat thereof recorded in Plat Book 8, Page 71, and subject to the terms and conditions of that certain Planned Unit Development Zoning Agreement dated May 19, 1980, and recorded in Official Records Book 496, Page 1115, all being in the Public Records of Martin County, Florida.

LESS AND EXCEPT any portion of the real property designated for commercial use or future commercial area on the above described Plat or within the aforesaid Planned Unit Development Zoning Agreement.

ARTICLE II

Definitions

The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to THE CROSSINGS HOME OWNERS ASSOCIATION, INC., OF MARTIN COUNTY, a Florida corporation not-for-profit.

(b) "THE CROSSINGS" or "PROPERTY" shall mean and refer to all of the real property described in Article I hereof.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Townhouse in THE CROSSINGS, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to such property pursuant to foreclosure or any proceeding in lieu of foreclosure.

(d) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, including all improvements and personal property located thereon. The Common Area to be owned by the Association is described as follows: (a) recreational facilities, streets and parking areas not otherwise dedicated for public use or maintained by an owner; (b) drainage system, swales, ditches and lake; and (c) undeveloped natural areas not otherwise titled in an owner. Specifically excluded are any areas designated for commercial use or future commercial development on the above-described Plat or within the aforesaid Planned Unit Development Zoning Agreement.

(e) "Limited Common Area" shall mean and refer to that portion of the driveway appurtenant to each Lot and Townhouse intended for the use and benefit of the owner or occupant thereof and lying between Crossings Circle and the lot line of each Lot.

(f) "Lot" shall mean and refer to any plot of land shown on any recorded Plat of THE CROSSINGS with the exception of the Common Area.

(g) "Townhouse" or "Townhouse Unit" shall mean and refer to any residential dwelling constructed upon any Lot.

(h) "Party Wall" or "Party Walls" shall mean and refer to the division walls between any of the townhouses within the Property. A Party Wall is any common dividing wall between space occupied by one Townhouse and the space occupied by the Townhouse(s) immediately adjoining it and which is built as a part of the original construction and placed upon the dividing line between any of the Townhouses.

(i) "Declaration" shall mean and refer to this Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions, including any amendments thereto or modifications therein.

ARTICLE III **Conveyances of any Lot or Townhouse**

Whether or not provision therefore is specifically stated in any conveyances made by Developer of any Lot or Townhouse in THE CROSSINGS, the Owner or occupant of such property by acceptance of title thereto or by taking possession thereof, covenants and agrees to all of the provisions of this Declaration.

ARTICLE IV
Easement and Parking Rights

1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and Townhouse, subject to the following provisions:

(a) The right of the Association to assess and collect from every Owner monies in order to maintain, care for, manage and operate the Common Area, improvements thereon and streets and roads therein and to repair and replace same;

(b) The right of the Association pursuant to Florida Statutes §720.305(2005) as amended from time to time to suspend the voting rights and right to use the Common Area and the recreational facilities thereon for any period during which any such assessment against an Owner and his Lot remains unpaid in excess of ninety (90) days; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; except that the Association shall not have the right to prevent any Owner from using the Common Area roads for the purpose of access, ingress and egress.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such condition as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote agreeing to such dedication or transfer has been recorded, provided, however, that the Association shall be bound by the terms and conditions of that certain Planned Unit Development Zoning Agreement dated May 19, 1980 and recorded in O.R. Book 496, Page 1115, with respect to the conveyance and dedication of the water system to Martin County, a political subdivision of the State of Florida.

2. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or his contract purchasers who reside in the Townhouse.

3. Use of any parking areas that may be provided in the Common Area shall be as appointed, in writing, by the Association.

4. A permanent and irrevocable easement is hereby given and granted to any utility which shall, by separate agreement or by law, have the right or obligation to provide utility services to any Lot and Townhouse, Common Area and future commercial area, to install, repair and maintain their utility lines within the right-of-way of any road or street or specific utility easement and the easements herein referred to shall continue in perpetuity, notwithstanding any provisions of this Declaration regarding termination of the provisions hereof.

5. Every Owner of a Lot and Townhouse that is an "end" or "exterior" unit within each four-unit or six-unit cluster hereby grants an easement adjacent to the exterior end walls thereof for the placement of utility meters and air conditioning compressors intended to serve the Townhouses within the cluster.

ARTICLE V
Membership and Voting Rights

1. Every Owner of a Lot and Townhouse is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and Townhouse which is subject to assessment.

2. The membership of the Association shall be comprised of all Owners and each member shall be entitled to one (1) vote for each Lot and Townhouse owned. When more than one person holds an interest in any Lot and Townhouse all such persons shall be Members; however, the vote for such Lot and Townhouse shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot or Townhouse thereon constructed.

3. Each member of the Association shall have the rights, privileges and obligation of membership in the Association as the same are prescribed in the Articles of Incorporation and By-Laws of the Association as they may be constituted from time to time. In the event of any inconsistencies at any time between the provisions of this Declaration and the provisions of said Articles and By-Laws, the provisions of this Declaration shall govern.

ARTICLE VI
Covenant for Maintenance Assessments

1. Each Owner of any Lot and Townhouse by acceptance of a Deed therefor, whether or not it should be so expressed in such Deed, is deemed to covenant and agrees to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot and Townhouse against which each such assessment is made. Each such assessment, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of each Owner of such Lot and Townhouse and shall be a continuing obligation, whether or not expressly assumed by any successor in title to that Lot and Townhouse.

2. The assessments levied by the Association shall be used exclusively as provided herein, to promote the recreation, health, safety and welfare of the residents in THE CROSSINGS and for the improvement and maintenance of the Common Area and payment of taxes on the Common Area.

3. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the vote of Members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Written notice of any meeting called for the purpose of taking any action authorized in the preceding paragraph shall be mailed to all members not less than ten (10) days, nor more than forty-five (45) days in advance of the meeting.

5. Except as otherwise provided herein, both annual and special assessments shall be fixed at a uniform rate for all Lots and Townhouses and annual assessments may be collected on a monthly basis or quarterly basis.

6. The Board of Directors shall fix the amount of the annual assessment against each Lot and Townhouse at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot and Townhouse have been paid and, if not, how much is owing and for what period of time.

7. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the then maximum interest rate allowable by law. Additionally, the Association may charge a late fee on any assessment or installation of an assessment not paid within ten (10) days after the due date. The assessment together with interest thereon, late fees and the cost of collection thereof, including attorney's fees, shall be a continuing lien against the parcel against which the assessment is made, and shall also be the continuing personal obligation of the Owner thereof. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and Townhouse. If any assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire assessment immediately due and payable. No Owner may waive or deny his liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot and Townhouse.

8. The lien of the assessments provided for herein will be subordinate to tax liens and mortgage liens, provided said mortgage liens are first liens against the Lot and Townhouse encumbered thereby, subject only to tax liens and secured indebtedness which are amortized in monthly or quarter-annual payments over a period of not less than three (3) years. Sale or transfer of any Lot and Townhouse shall not affect the assessment lien.

ARTICLE VII
Failure of Association to Maintain Common Area

1. If the Association fails at any time to maintain the Common Area in reasonable order and condition in accordance with the approved final development plan, then the Board of County Commissioners of Martin County can serve written notice by certified mail, return receipt requested, upon the Association and upon each owner of a Lot and Townhouse within THE CROSSINGS, which notice shall set forth the manner in which the Association has failed to maintain the common elements in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or in the alternative that such Association appear before the Board at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the common elements or to show cause why it cannot remedy such failure within the thirty day period or such longer period as the Board may have allowed, then the Board, in order to preserve the taxable values of the real property within the development and to prevent the common elements from becoming a public nuisance, shall hold a public hearing to consider the advisability of the county entering upon such common elements and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of a Lot and Townhouse within THE CROSSINGS and shall be published one time in a newspaper of general circulation published in the county. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the board may determine that it is or is not advisable for the county to enter upon such common elements, take possession of them and maintain them for one year. The county shall have such right of entry, possession and maintenance as may be necessary to accomplish the foregoing, provided that the above procedures have been followed and such entry, possession and maintenance shall not constitute a trespass. Such entry, possession and maintenance shall not give the public any right to use the Common Area.

2. The Board may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such Common Area to the Association, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one-year periods.

ARTICLE VIII
Trash Nuisance

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot in THE CROSSINGS, and no refuse pile or unsightly objects, shall be allowed to be placed or permitted to remain anywhere thereon, and in the event that the Owner or occupant of any Lot and Townhouse shall fail or refuse to keep said property free of weeds, underbrush or refuse piles or other unsightly growths or objects,

then the Association may enter upon said lands and remove the same at the expense of the Owner or occupant and such entry shall not be deemed a trespass.

Notwithstanding that the boundaries of a Lot may extend beyond the walls of the Townhouse and improvements constructed thereon, the care and maintenance of any grasses, shrubbery and plantings located within the area between the Townhouse walls and improvements and the Lot boundary shall be maintained by the Association to assure uniform and regular care and maintenance within said areas.

ARTICLE IX **Offensive Activities**

No noxious trade or activity shall be carried on in THE CROSSINGS, nor shall anything be done in THE CROSSINGS which may be or become an annoyance or nuisance by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise. The discharge of waste or the dumping of trash into the overall drainage system and lake, or any part thereof, in THE CROSSINGS shall not be permitted. No owner shall permit anything to be done or kept in or upon his Lot and Townhouse which will increase the insurance rates on the Common Area or Buildings and their component townhouse units.

ARTICLE X **Telephone and Electric Power Underground Service**

All electric transmission and distribution lines, communication lines and cable television service both within the streets and utility easements and within the Lots shall be underground.

ARTICLE XI **Drainage**

The elevation and grades of any Lot in THE CROSSINGS shall not be changed in such a way as to cause flooding of adjoining lots or the settling or breaking of structures on adjoining lots due to loss of support. Nor shall the elevation and grades be altered or changed nor shall any improvements be made which would cause the operation of the drainage swales, ditches or lake to be impaired or obstructed.

ARTICLE XII **Vehicles**

The only vehicles permitted to be placed, parked or stored upon any Lot or within any Common Area are:

- 1) Three or four wheel passenger automobiles, vans, trucks and sport utility vehicles used for family and personal use and containing no commercial

lettering, graphics or other constructions/business material exposed to view from the street.

- 2) Service and delivery vehicles as needed for providing services or deliveries to a Lot or the Common Areas.
- 3) Children's motorized vehicles and scooters.
- 4) Bicycles.

Except as provided herein, all other vehicles, including but not limited to the following, are prohibited on any Lot or within any Common Area:

- 1) Motorcycles.
- 2) Boats.
- 3) Trailers.
- 4) Recreational vehicles.
- 5) Unlicensed vehicles.
- 6) Commercial vehicles not providing a service or delivery to a Lot or the Common Areas.

For purposes of this provision, "commercial vehicles" shall be defined as any vehicle exhibiting lettering or graphics, added racks, framing, compartments, doors, gas tanks, mounted equipment or any vehicle primarily used for commercial or business use.

During the time an authorized vehicle is upon any Lot or within any Common Area, the following rules shall apply:

- 1) Removable magnetic signs utilized on any permitted vehicle must be removed when such vehicle is upon any Lot or within any Common Area.
- 2) Children's motorized vehicles and scooters may only be operated on walkways, sidewalks and driveways, and may not be operated on roadways.
- 3) Bicycles may be operated on roadways, walkways, sidewalks and driveways.
- 4) Only motorized vehicles driven by licensed drivers, bicycles and the Association's maintenance vehicles may be operated on the roadways.

- 5) Any vehicle owned or utilized by an Owner, tenant or the permanent occupant of any Lot, must be registered with and decaled by the Association and may only be parked within an enclosed garage, on the driveway of a Lot or in parking spaces not designated for guests.
- 6) Vehicles owned or utilized by an Owner, tenant or the permanent occupant of any Lot may not park in parking spaces designated for guests.
- 7) Authorized vehicles may be parked temporarily on the roadway in such manner so that the flow of traffic is not impeded, provided, however, that no vehicle may be parked on any roadway between midnight and 6:00 a.m.
- 8) Except for minor maintenance or repair authorized by the Board of Directors, no maintenance or repair shall be performed on any motor vehicle upon any Lot or within any Common Area.

Notwithstanding the foregoing, an invitee of a resident of any Lot may park a prohibited vehicle on any Lot or within any Common Area for a one time period not to exceed 72 hours.

The Association shall have the right to authorize the towing from a Lot or Common Area any vehicle in violation of this provision and to collect the cost thereof from the owner of the vehicle.

ARTICLE XIII **Garbage and Refuse Disposal**

Trash or rubbish shall be placed in containers or bins with lids and shall remain out of sight except for the night prior to and the day of scheduled pick up. Any trash containing food or other items which will attract animals must be kept in closed containers or plastic bags. If plastic bags are utilized, they may be placed at curbside for pick up no earlier than the morning of collection. No Lot shall be used or maintained as a dumping ground for rubbish.

ARTICLE XIV **Signs**

Except as provided below, no sign of any kind shall be permitted on any Lot and Townhouse except a small sign showing the name of the Owner or the number of the Townhouse or a sign not larger than two (2) feet in length by one and one-half (1-1/2) feet in width advertising the Townhouse for sale or lease. Signs advertising a yard/garage sale or an open house may be displayed the day prior to and the day of the sale or open house. The Board of Directors may enact a rule specifying the location for placement of authorized signs.

ARTICLE XV
Window Air Conditioning Units and Hurricane Shutters

No window or wall air conditioning units shall be permitted. Hurricane shutters, approved by the Board of Directors and matching the exterior stucco color of the townhouse units, may be installed for the hurricane season during times the unit is unoccupied. All other metal, plywood or other storm protection may be installed on occupied units no earlier than one (1) week prior to the predicted storm event and must be removed within two (2) weeks after the storm event, unless otherwise approved in writing by the Board of Directors.

ARTICLE XVI
Fences, Hedges or Walls, Satellite Dishes, Antennas

No fences, hedges or walls shall be permitted on any Lot or boundary thereof unless approved by the Board of Directors and provided the height, at all times does not exceed six (6) feet. Satellite dishes and antennas for the reception of a video programming, less than one (1) meter in diameter, may be installed on a Lot. Any such installation must be on the rear of a residence and may not protrude above the upper roofline of the unit, if an acceptable signal may be received. All other radio, television or other type of electronic antenna may only be erected upon prior written approval from the Board of Directors.

ARTICLE XVII
Oil and Mining Operations

No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon or in any parcel. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any parcel.

ARTICLE XVIII
Maintenance

In order to maintain a community of interest, to assure a uniformly pleasing exterior appearance, and to maintain the exterior integrity of all buildings of which townhouse units of THE CROSSINGS are a part, the Association shall be charged with primary responsibility to paint the outside surface of all walls, soffits; Painting shall be accomplished in a uniform manner for each building; cost thereof allocated equally by the Association to the owners of units of surface. Additionally, the Association shall maintain and replace the grasses, shrubs and plantings located within the area between the townhouse walls and improve the Lot boundary. All other portions of a townhouse unit shall be maintained and repaired by the unit owner at his or their expense. No townhouse unit in any way deface or modify the exterior structure or appearance of the building.

patio and porch, or of his unit's building without first getting the approval of the Association in writing. In the event of unauthorized defacement or modification, whether negligent or willful, the responsible unit owner shall have thirty (30) days from his receipt of written notice from the Association directing cure thereof to accomplish said cure at his expense, but pursuant to the specifications of the Association. In the further event that casual or emergency exterior repairs or maintenance must be accomplished, not common to the building as a whole, but rather to one or more units thereof, and whether or not the same be necessitated by, or arise out of, the unit owner's use of the dwellings, and it is determined by the Association, in its discretion, that such repairs or maintenance should properly be the responsibility of said unit owner or owners at his or their expense, then such unit owner(s) similarly shall have 30 days from the receipt of written notice to accomplish such repair or maintenance at his or their expense, but pursuant to the specifications of the Association. If a unit owner receiving notice fails to cure the condition specified by the Association, the Association may contract to have such work performed and may charge such unit owner accordingly based upon the invoices for work performed provided by the contractor(s) selected by the Association and for the expense to the Association of contracting for and administering the work. If any unit owner shall neglect or refuse to pay his costs of maintenance and repair, or share thereof, and if such unit owner shall give, or shall have given a mortgage or mortgages upon his unit, then his mortgagee(s) shall have the full right at its option to pay the sums properly owed and to add said sum to the outstanding balance of such mortgage(s), provided said sum is not promptly reimbursed to said mortgagee(s) by the unit owner. Further, such negligent or willful refusal to pay for such maintenance or repair by a mortgagor-unit owner is hereby declared to constitute a "waste of security" for purposes of any clause prohibiting the same appearing as part of the mortgage given by said unit owner.

ARTICLE XIX
Liability, Property and Casualty Insurance

Liability, property and casualty insurance shall be maintained at all times by the Association for the common property owned by it. Property and casualty insurance for all buildings and their component townhouse units shall be maintained by and through the Association in the same manner as provided by Florida Statute §718.111(11)(2005) as amended from time to time. The Association shall maintain such other insurance as it determines from time to time to be required or desirable. The named insured on each such policy of insurance shall be the Association, individually and as agent for each townhouse unit owner without naming them. Provision will be made by the Association for the issuance of mortgagee endorsements and memoranda of insurance to mortgagees of townhouse unit owners. All policies of insurance will provide that payments by the insurer for losses will be made to the Association, and by the acceptance and recording of his deed of conveyance, each townhouse unit owner shall be deemed to have designated the Association as his agent and attorney in fact for the collection of all proceeds of insurance and for the disbursements thereof pursuant hereto, including any proceeds due any mortgagee.

The buildings containing separate townhouse units and the improvements upon the common lands shall be insured by the Association in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, and any personal property appurtenant to the common property will be insured for its value as determined by the Association. Such coverage will afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time will be customarily covered with respect to buildings or improvements similar in construction, location and use as the buildings containing separate townhouse units and other improvements on the common lands, including but not limited to vandalism and malicious mischief. At least once every five (5) years, the Association's insurance policies shall be reviewed and updated to ensure that there is coverage for the maximum insurance replacement value.

The Association shall hold the proceeds of insurance for the benefit of the townhouse unit owners suffering loss and their mortgagees as follows: Proceeds on account of damage to the common property or its appurtenances shall be held in undivided equal shares for each townhouse unit owner and his mortgagees, if any. Proceeds on account of damage to townhouse units will be held for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost will be determined by the Association. In the event a mortgagee endorsement has been issued for a townhouse unit, the share of the unit owner will be held for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee will have any right to apply or have applied in reduction of the mortgage debt any insurance proceeds except by way of distribution of such proceeds being made to the unit owner and mortgagee as hereinafter provided.

Unless it be determined to terminate this Declaration and the Association, the Association shall in all events disburse proceeds of insurance on account of damage to common lands and common property in repair or replacement thereof. Any deficiency in insurance proceeds to restore and repair said common lands or property to their condition before loss shall be equally allocated among the townhouse unit owners, and collected by the Association as herein provided. If the proceeds of insurance exceed the cost of repair or replacement, such excess proceeds shall be disbursed in equal shares to the townhouse unit owners and their mortgagees, as their interests may appear. Similarly, in the case of damage to a building or buildings and the separate townhouse units of which they are composed, the proceeds of insurance held for the benefit of such unit owners shall be disbursed by the Association to repair said building or buildings and their appurtenant units. If the proceeds of insurance are insufficient for said restoration or repair, the additional cost will be allocated among those townhouse unit owners who own the damaged units and such cost allocation will be in proportion to the cost of repairing the damages suffered by each unit owner as determined by the Association. Similarly, any excess proceeds of insurance will be distributed among those townhouse unit owners or their mortgagee(s) who own the damaged units, such distribution to be in proportion to the cost of repairing the damage suffered by each such unit owner as determined by the Association.

If it is determined to terminate this Declaration and dissolve the Association and not to restore and repair the damaged property then, and immediately prior to such termination, the Association shall disburse to the unit owners and their mortgagees, as their interests may appear, all proceeds of insurance in the shares in which such proceeds are held for said unit owners as determined herein.

Each townhouse unit owner may obtain insurance coverage at his expense for the personal contents of his unit, any improvements made to the exterior of his unit, any portions of the townhouse unit not covered under the policies obtained by the Association and for his personal liability and living expenses in the event of loss.

The foregoing Article XIX sets forth the requirement to maintain liability, property and casualty insurance for the common property and the buildings and their component townhouse units. The insurance requirements set forth the responsibility to obtain insurance coverage for the various portions of the property in the event of a casualty. The responsibilities of the Association and unit owners regarding maintenance, repair and replacement of the various areas of the property are set forth in Article XVIII above.

ARTICLE XX **Animals**

Except as provided below, no animals, pot bellied pigs, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats, birds or other household pets, may be kept provided that they are not kept, bred nor maintained for any commercial purpose and provided that they do not create a public nuisance. The determination of whether an animal is a household pet shall be solely vested in the Board of Directors.

Pets shall never be allowed to run freely upon any of the Common Areas and when outside of the boundaries of the Owner's Lot shall be leashed and in the company of an individual willing and able to fully control it. Any Owner maintaining a pet upon the Property or whose guests, leasees or invitees bring any animal upon the Property, shall be fully responsible for and shall bear the expense of any damage to persons or property resulting therefrom. All pet owners shall comply with Martin County regulations regarding pets.

Any owner of a pet shall be responsible for immediately cleaning up after his pet.

If the Board of Directors of the Association determines, in its sole judgment, that any particular pet is a nuisance, it shall have the power to compel the Owner thereof to remove said pet from the Property.

ARTICLE XXI **Owners' Obligation to Rebuild**

If all or any portion of a Townhouse is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, in accordance with the provisions of

this Declaration pertaining to Party Walls and with all due diligence, to rebuild, repair or reconstruct such Townhouse in a manner which will substantially restore it to the condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the Owner.

ARTICLE XXII Party Walls

Each Owner, concurrently with each other Owner, shall be subject to the following provisions regarding Party Walls:

1. An Owner of a Townhouse shall have the right to use the Party Wall or Party Walls which are a part of his property jointly with the adjoining Owner or Owners. Each adjoining Owner shall have cross easements in the wall and the wall shall be used for the joint purposes including the lateral supports of the Townhouses separated by it.

Either Owner shall have the right to use the side of the Party Wall adjacent to his Townhouse by attaching structural and finishing material thereto and in any other manner that does not injure nor invade the space occupied by the Townhouse of the adjoining Owner; provided, however, that neither party shall make nor provide openings in the Party Wall of any nature whatsoever without the consent of the other. In the event such consent is given and such openings are made, the openings shall be subject to the right of the consenting Owner to close up openings at any time that he may desire to use any portion of the wall, and no easement shall ever be created nor any precedent construed by reason of such openings either for access to and from or for light and air.

2. No Owner may extend any Party Wall either horizontally or vertically except that any Owner wishing to make a Party Wall of greater thickness than the original wall may do so provided that such added thickness shall not be placed on the property of the adjoining Owner without his consent in writing and, provided, that any such added thickness is not visible from the exterior of the townhouse and that any such added thickness shall not impair the Party Wall benefits and support to which the adjoining townhouse(s) is entitled. No Owner shall extend a Party Wall's thickness onto the land of another Owner without the other's consent and no Owner shall decrease the wall's thickness.

Any increase in the thickness shall be made in conformity with all laws, ordinances and regulations as may be applicable to same and at the sole cost of the Owner making the modifications.

Any Party Wall modified under the terms hereof shall be and remain a Party Wall.

3. A Party Wall shall be maintained and kept in repair at all times by and at the joint cost of the adjoining Owners. Should a Party Wall be totally or partially destroyed by fire or other cause, including ordinary wear and tear or deterioration, either

Owner shall have the right to rebuild or reconstruct the Party Wall and the expense of same shall be borne equally by the Owners as to so much of the wall as may at the time of rebuilding be used in common for Party Wall purposes, exclusive of the Party Wall structure. The expense of repair or modification as to any remaining portion of the Townhouse area shall be borne wholly by the Owner who shall exclusively use that portion.

The Owner causing the repairs to be made shall have the right to enter on the property of the adjoining Owner to the extent reasonably necessary in performance of the work, provided that he shall take due precaution not to damage the property of the adjoining Owner.

Whenever the Party Wall or any portion of it shall be rebuilt the new wall or portion of wall shall be erected in the same location where the wall of such portion now stands, and shall be of the same size, of the same or similar material, and of like quality.

The wall as repaired or reconstructed shall be and remain a Party Wall.

Notwithstanding the foregoing, in the event any such Party Wall is damaged or destroyed through the act or omission of one adjoining Owner or any of his agents, guests or members of his family, whether or not such act or omission is negligent or otherwise culpable, so as to deprive another adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild or repair the Party Wall to as good condition as formerly without cost to the adjoining Owner.

4. Notwithstanding any other provisions of this Article, if an Owner, by his negligence or willful act or omission, causes a Party Wall to be exposed to the elements or otherwise exposes it to potential damage or destruction, that Owner shall bear the whole cost of furnishing protection as well as of the rebuilding and reconstructing of the Party Wall.

5. Any controversy that may arise between Owners with respect to the necessity for or cost of repairs, or with respect to any other rights or liabilities of the Owners under the terms of this Article, shall be submitted to the decision of three (3) arbitrators, one to be chosen by each of the Owners involved and the third by the other two. The award of a majority of such arbitrators shall be final and conclusive on the Parties who agree hereby to be bound by such decision. In the event that within fourteen (14) days from appointment of the arbitrators they have failed to reach a conclusion, either party may then submit the matter to a Court of competent jurisdiction in order to obtain declaratory or other relief. Any expenses incurred under this subsection, including reasonable attorney's fees, whether suit be instituted or not and including the appellate level, shall be assessed, as far as prevailing law permits, against the non-prevailing Owner(s).

6. The covenants set forth in this Article shall be binding upon the heirs, successors and assigns of any Owner, and the right of any Owner to contribution from any other Owner shall be appurtenant to the land and shall pass to such Owner's successors in title.

These covenants shall remain in full force and effect until modified or abrogated as to any particular Party Wall by the provisions of this Declaration pertaining to amendments, except that no such modification or abrogation shall defeat the right of an Owner who was entitled to any contributions from any other Owner pursuant to any provision hereof prior to the modification or abrogation.

ARTICLE XXIII **Enforcement of Covenants**

The Protective Covenants, Conditions and Restrictions contained herein or referred to above shall run with the land and shall be binding upon all persons purchasing, leasing, or occupying any Lot after the date on which this Declaration is recorded.

These Protective Covenants, Conditions and Restrictions, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association or any one of them, may be enforced by any Owner, or the Association, or the successors or assigns of the foregoing, or by any one or more of said individuals and entities. Each and all of said Protective Covenants, Conditions and Restrictions shall be binding upon and effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise. The terms and conditions herein set forth shall be binding upon all persons or entities affected by its terms, whether or not express reference is made to this or any other designated instrument in the Deed of Conveyance of any interest in any Lot referred to herein, including mortgagees who acquire title by foreclosure or otherwise.

In the event of a violation or breach of any of these Protective Covenants, Conditions and Restrictions by any person or entity, the Association or the Owner of any Lot and Townhouse or any of them, jointly and severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach or any of them and/or for money damages. In such event, the said Association or Owner or Owners shall be entitled to reasonable attorney's fees and costs incurred with respect to the enforcement of said Protective Covenants, Conditions and Restrictions.

The failure by the Association or by any Owner or other interested party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to all other remedies, the Board of Directors shall have the authority to levy reasonable fines for the violations of the provisions of this Declaration, the Articles of Incorporation, Bylaws and reasonable rules and regulations enacted by the

Association in accordance with Florida Statute §720.305(2005) as amended from time to time.

ARTICLE XXIV
Rights of Institutional First Mortgagees

Where the mortgagee of an institutional first mortgage of record acquires title to a townhouse unit as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to a townhouse unit in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for the monthly billings previously charged and assessed by the Association pertaining to such townhouse unit and its former owner which became due prior to such acquisition of title. Such unpaid share will be deemed to be a common expense, collectible from all of the townhouse unit owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

Except as provided by Florida Statute in case of condemnation or substantial loss to the units and/or common elements of THE CROSSINGS, unless at least two-thirds (2/3) of the first mortgagees (based upon the vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual units in THE CROSSINGS have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such Association, for the benefit of the units in THE CROSSINGS (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by THE CROSSINGS shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a CROSSINGS unit owner;

(c) by act or omission change, alter or abandon (illegible) or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property, walks or common fences and driveways, or the upkeep of lawns and plantings in THE CROSSINGS;

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

(e) use hazard insurance proceeds for losses to any CROSSINGS common property for other than the repair, replacement or reconstruction of such common property.

First mortgagees of THE CROSSINGS units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any CROSSINGS common property and may pay overdue premiums on hazard insurance policies, or secure a new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Any first mortgagee who obtains title to a townhouse unit in The Crossings pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such townhouse unit's unpaid dues, assessments or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

No provision of THE CROSSINGS constituent documents gives a CROSSINGS unit owner, or any other party, priority over any rights of the first mortgagee of a unit in THE CROSSINGS pursuant to its mortgage in the case of a distribution to such CROSSINGS unit owner of insurance proceeds or condemnation awards for losses to or a taking of THE CROSSINGS common property.

A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual unit Borrower of any obligation under this Declaration which is not cured within sixty (60) days.

ARTICLE XXV

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial, financially responsible residents, with the objective of protecting the value of the Lots and Townhouses, inhibiting transiency, and facilitating the development of a stable, quiet community and piece of mind for all residents, the leasing and transfer of the ownership of a Lot and Townhouse, shall be subject to the following provisions, which provisions each Owner of a Townhouse agrees to observe.

A. Leasing of Townhouses. An Owner may lease only his entire Lot and Townhouse, and then only in accordance with this Section, after receiving the approval of the Association.

- 1) Notice by the Owner. An Owner intending to lease his Lot and Townhouse shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) business days prior to the proposed transaction, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, application fee and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.

- 2) Approval. After the required notice and all information, application fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within ten (10) business days. If the Board neither approves or disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.
- 3) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
 - (a) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
 - (b) The Owner has a history of leasing his/her Townhouse to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Townhouse;
 - (c) The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
 - (d) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with this Declaration and/or Rules and Regulations of the Association.
 - (e) The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
 - (f) The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
 - (g) The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for this Declaration and/or Rules and Regulations of the Association;

(h) The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required application fee is not paid; or the Owner fails to give proper notice of his intention to lease his Townhouse to the Board of Directors.

Notice of disapproval shall be sent via certified mail or delivered in writing to the Owner.

- 4) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.
- 5) Limitations. All leases shall be for a term of not less than six (6) months and no more than twelve (12) months. Any lease renewal requires approval of the Association as described herein. No rooms may be rented and no transient tenants may be accommodated. Occupancy of the Townhouse shall be only by the tenant and members of his or her or their family and occasional social guests.

Not more than two (2) persons over the age of eighteen (18) years shall be tenants within any Townhouse nor shall the total number of adult and minor tenants within any Townhouse be more than five (5).

B. Transfer of Ownership of Townhouses.

1) Transfers Subject to this Section B

(a) Sale or Gift. No Owner may dispose of a Lot and Townhouse or any interest therein by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(b) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Lot and Townhouse shall be subject to the approval of the Board of Directors.

(c) Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (a) or (b), his right to occupy or use the Lot and Townhouse shall be subject to the approval of the Board of Directors (that person having no right to

occupy or use the Lot and Townhouse before being approved by the Board of Directors) under the procedures outlined below.

2) Notice to Association

(a) Sale or gift. An Owner intending to make a sale or gift of his Lot and Townhouse or any interest in the Lot and Townhouse shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) business days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, application fee and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser(s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.

(b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

(c) Demand. With the notice required in sub-section 2(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Lot and Townhouse determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of notice.

(d) Failure to give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Lot and Townhouse, or making a gift of the Lot and Townhouse, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

3) Approval. Within ten (10) business days of receipt of the required notice, application fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a

transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this fifteen (15) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

4) Disapproval

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (i) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (iii) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with this Declaration and/or the Rules and Regulations of the Association.
- (iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;
- (v) The person seeking approval or intended occupants have evidenced an attitude of disregard for this Declaration and/or Rules and Regulations of the Association, by his conduct in this community as a tenant, Owner or occupant of a Townhouse, or such attitude at the personal appearance before the Board or its designee; or
- (vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.

(b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section B(2)(c) above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Lot and Townhouse upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state certified real estate appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(c) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

ARTICLE XXVI **Future Commercial Area**

The real property designated for Commercial Use or Future Commercial Area on the Plat of THE CROSSINGS or within the above described Planned Unit Development Zoning Agreement has been specifically excluded from the operation and effect of this Declaration.

Neither the Association nor any Owner shall have any right, title or interest in, nor any responsibility for, the operation, maintenance, service or repair of the Future Commercial Area nor any improvements thereto or constructed thereon.

ARTICLE XXVII
Miscellaneous Provisions

(a) Invalidation of any provision hereof by Judgment or Court Order shall not affect any other provisions, all of which shall remain in full force and effect.

(b) The Protective Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the affirmative vote of not less than 66-2/3% of those members present and voting either in person or by proxy, at a duly called meeting of the members. No amendment shall serve to defeat any rights which may have already accrued prior to the effective date of the amendment.

(c) In addition to the rights and remedies granted to the Association or any Owner by virtue of any other Article of this Declaration, each Owner, by acceptance of any Deed to any Lot and Townhouse which is a part of the Property described herein and subject to this Declaration, does hereby irrevocably consent and grant to the Association, acting by or through its authorized agents or representatives, the right and license to peacefully enter upon his Lot for the purpose of correcting any conditions which may be in violation of this Declaration and specifically to effect compliance with any provisions of any Article hereof.

(d) Any amendment to these Protective Covenants, Conditions and Restrictions which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the South Florida Water Management District, said approval not to be unreasonably withheld.

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for The Crossings has been approved by at least sixty-six and two-thirds (66-2/3rds) of those members present and voting either in person or by proxy at a duly convened meeting of the members on June 19, 2007, which vote was sufficient for approval.

The undersigned, The Crossings Home Owners Association, Inc., of Martin County hereby consents to the terms and conditions contained in the foregoing Amended and Restated Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this day of July 20, 2007.

WITNESSES:

THE CROSSINGS HOME OWNERS ASSOCIATION, INC. OF MARTIN COUNTY

Jerald B. Zalk
Printed Name #1: Jerald B. Zalk

By: Linda C. Smyth
Linda C. Smyth, Its President

Marilyn Tagliarini
Printed Name #2: Marilyn Tagliarini

Jerald B. Zalk
Printed Name #1: Jerald B. Zalk

By: Andrew Puglisi
Andrew Puglisi, Its Secretary

Marilyn Tagliarini
Printed Name #2: Marilyn Tagliarini

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on July 20, 2007, by Linda C. Smyth as President of The Crossings Home Owners Association, Inc. of Martin County [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal  JERALD B. ZALBEN
MY COMMISSION # DD 630666
EXPIRES: April 28, 2011
Bonded Thru Budget Notary Services

Jerald B. Zalk
Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on July 20, 2007, by Andrew Puglisi as Secretary of The Crossings Home Owners Association, Inc. of Martin County [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal  JERALD B. ZALBEN
MY COMMISSION # DD 630666
EXPIRES: April 28, 2011
Bonded Thru Budget Notary Services

Jerald B. Zalk
Notary Public

**AMENDED AND RESTATED
BY-LAWS
OF
THE CROSSINGS HOME OWNERS ASSOCIATION, INC. OF MARTIN COUNTY**

A Corporation Not For Profit

The purpose of the following Amended and Restated Bylaws of The Crossings Home Owners Association, Inc. of Martin County is to continue the purposes set forth in the Bylaws recorded in Martin County, Florida at Official Records Book 924, Page 1662, et. seq.

ARTICLE I

NAME OF THE CORPORATION

The name of the corporation is THE CROSSINGS HOME OWNERS ASSOCIATION, INC. of Martin County, (the "Association"). The principal office of the corporation shall be located at Palm City, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors. The seal of the Association shall bear the name of the Association, the words "Florida Corporation Not For Profit" and the year of incorporation.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE CROSSINGS HOME OWNERS ASSOCIATION, INC. OF MARTIN COUNTY, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Protective Covenants, Conditions and Restrictions covering all of the Crossings, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners as described in that certain agreement above referenced.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot and Townhouse which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Articles of Incorporation" shall mean and refer to the enabling Articles of Incorporation of The Crossings Home Owners Association, Inc. of Martin County as same has been amended and filed with the Secretary of the State of Florida.

Section 7. 8. "Declaration" shall mean and refer to the Declaration of Protective Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Martin County, Florida, as amended from time to time.

Section 8. 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting: The annual meeting of the members shall be held on a day and time during the month of May as designated by the Board of Directors.

(a) The order of business at annual meetings and, as far as practical, at other meetings of members, shall be:

- (1) Calling of roll,
- (2) Certifying of proxies,
- (3) Proof of notice of meeting or waiver of notice,
- (4) Reading or waiver of reading of previous minutes,
- (5) Reports of officers,
- (6) Reports of committees,
- (7) Appointment by Chairman of Election Inspectors,
- (8) Election of Directors,
- (9) Unfinished business,
- (10) New business, and
- (11) Adjournment.

Section 2. Special Meetings: Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of the members who are entitled to vote two-thirds (2/3) of all the votes.

Section 3. Notice of Meetings: Written notice of each meeting of the members 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 prior to 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 purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in case of a special meeting the purpose of the meeting.

Notwithstanding the above, in the event emergency repairs are required to the Common Area, as determined by the Board of Directors, the Board may assess up to a maximum of \$500.00 per Lot and Townhouse per year without the necessity of a meeting to approve said expenditures.

Section 4. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast thirty percent (30%) of the votes of membership shall constitute a quorum for any action. 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 the announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, signed by the voting member granting the proxy, and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his right, title and interest in his Lot and Townhouse, but shall otherwise be valid until the voting member granting the proxy shall otherwise notify, in writing, the Secretary.

Section 6.7. Chairman of Meetings: At meetings of members, the Chairman of the Board of Directors, or in his absence, the President, shall preside, or in the absence of both, the members present shall select a Chairman of the Meetings.

ARTICLE IV

VOTING OF MEMBERSHIP

Section 1. Voting Rights: The Owner or Owners of a Lot and Townhouse shall be entitled to one (1) vote for each Lot and Townhouse thereon owned. The vote of the Owner(s) of a Lot and Townhouse owned by more than one (1) natural person, as tenants-in-common, joint tenants, a partnership, or any other entity shall be cast or otherwise exercised by one (1) natural person designated by the Owner(s) of such Lot and Townhouse. In each instance where title to a Lot and Townhouse is proposed to be conveyed or is otherwise to become vested in more than one (1) natural person, a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective Owner(s) shall by written instrument acceptable to the Association, designate one (1) natural person as authorized to cast the vote for said Lot and Townhouse. The instrument designating the person authorized to vote shall be filed with the Secretary of the Association, and the person so designated shall be and remain authorized to vote as to that Lot and Townhouse until such designation has been revoked by written instrument executed by the Owner(s) of the Lot and Townhouse or

by lawful conveyance of the Lot and Townhouse. Such person shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the Owner(s) of such Lot and Townhouse at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act. Failure to cast a Lot or Townhouse vote or to otherwise file a proxy as herein provided prior to any meeting shall result in that vote for said Lot and Townhouse not being considered in determining whether a quorum is present.

Evidence of the approval or disapproval of the Owner(s) of a Lot and Townhouse upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who had cast the vote of such Owner(s) if in an Association meeting.

Section 2. Number of Votes: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by a written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, requires a different vote, in which case such express provisions shall govern and control the decision of such question.

Whenever the vote of members at a meeting is required or permitted by a provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 3. Suspension of Voting Rights: No member shall be entitled to vote if there is any assessment, whether regular or special, levied by the Board of Directors, which is more than ninety (90) days in arrears at the time a particular vote is taken, and that member shall not be counted in determining whether a quorum is present.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number: The affairs of this Association shall be managed by a Board of between five and seven Directors, who shall be members of the Association.

Section 2. Term of Office: At the annual meeting, the members shall elect, by a majority of votes, five to seven directors for a term of one year.

Section 3. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the

remaining members of the Board and shall serve for the unexpired term of his predecessor.

No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

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.

Section 6. Election of Directors: All members of the Board of Directors shall be elected, by a majority of the votes cast at the annual meeting of the members. In the election of Directors, there shall be appurtenant to each Lot and Townhouse as many votes for Directors as there are Directors to be elected; provided, however, that no member or Owner of any Lot and Townhouse situated thereon may cast more than one (1) vote for any person nominated as a Director, it being the intent hereof that such vote be noncumulative.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. First Meeting: The organization meeting of a newly elected or designated Board of Directors shall be held immediately following the adjournment of the membership meeting at which they were elected; and no further notice of the organizational meeting shall be necessary, provided, that a quorum shall be present.

Section 2. Regular Meetings: Regular meetings of the Board of Directors shall be held without notice to the Directors, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 3. 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, provided, however, each Director may waive in writing said notice.

Section 4. Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act and/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 except as may be specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration. If any

meeting of the Board of Directors cannot be held because a quorum is not present, or because the greater percentage of the Directors required by a particular provision of the Articles of Incorporation, these By-Laws or the Declaration is not present, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 5. Presiding Officer: The presiding officer of meetings of the Board of Directors shall be the Chairman of the Board, if such officer has been elected or, if not, the President of this Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

Section 6. Order of Business: The order of business at all meetings of Board of Directors shall be as follows:

- (a) Roll call,
- (b) Reading of minutes at the last meeting,
- (c) Consideration of communications,
- (d) Resignation and elections,
- (e) Reports of officers and employees,
- (f) Reports of committees,
- (g) Unfinished business,
- (h) Original resolutions and new business, and
- (i) Adjournment.

Section 7. Open Meetings. All meetings of the Board of Directors shall be open to all members, except for meetings between the Board and its attorney.

Section 8. Posted Notice. Notices of all Board Meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency as provided by Florida Statute §720.303(2)(2005), as amended from time to time. Notwithstanding the foregoing, written notice of any Board Meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered, must be mailed or delivered to the members and posted conspicuously on the property at least fourteen (14) days before the meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: All of the above powers and duties of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in

accordance with the Articles of Incorporation, these By-Laws and the Declaration, and shall include, but without limitation, the right, power and authority to:

(a) Adopt and publish rules and regulations governing the use of the townhomes within the Properties, the Common Areas and facilities, and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof; provided that same are not in conflict with the use of such property under the terms of the Articles of Incorporation and the Declaration;

(b) Suspend the voting rights and right to use of recreational facilities of a member during any period in which such member shall be in default in excess of ninety (90) days in the payment of any assessment levied by the Association. The right to use of recreational facilities may also be suspended after notice and hearing for a period not to exceed the total of sixty (60) days for infraction of published rules and regulations.

(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) Employ a manager, an independent contractor, or such other employees as it deems necessary, and 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 two-thirds (2/3rds) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association and see to it that their duties and properly performed;

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

(1) Fix the amount of the annual assessment against each Lot and Townhouse at least thirty (30) days in advance of each annual assessment period;

(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

(d) Issue, or cause an appropriate secretarial 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 for the issuance of such

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 property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) Cause the Common Area and improvements thereon and streets therein to be maintained and administered their proper use.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, Vice President, a Secretary and Treasurer and such other officers as the Board may from time to time by resolution create. The same person may be elected to fill the offices of Secretary and Treasurer. No officer shall receive compensation for his services as such.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term: The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

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

Section 5. Resignation and Removal: Any officer may be removed with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignations 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.

It shall be mandatory that any officer will be removed by the Board if he continues in default of any payment assessed by the Board, whether regular or special, for a period exceeding thirty (30) days after its due date.

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

Section 7. Multiple Officers: The officers of the Secretary and Treasurer may be held by the same person. 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 be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, and to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board of Directors and shall see that all orders and resolutions of the Board are implemented; he shall have such additional powers as the Board may designate.

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

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board 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 Board and the membership; 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.

The Secretary shall make the minutes book available for inspection by Owners or their authorized representatives and Board members at any reasonable time and the Association shall retain all minutes for a period of not less than seven (7) years.

An Assistant Secretary may be appointed to perform the duties of the Secretary when the Secretary is absent.

(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; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of the fiscal year and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings, and deliver a copy of same to each member.

The Treasurer may be required to give the Association a bond in a sum and with one or more surety satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

ARTICLE IX

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and the Articles of Incorporation shall be supplemented by the following provisions:

Section 1. Fiscal Year: The fiscal year shall be the same as the calendar year.

Section 2. Assessment Roll: The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot and Townhouse situated thereon. Such account shall designate the name and mailing address of the Owner(s) and mortgagee(s) (if known) of each such Lot and Townhouse, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment. The Association shall maintain accounting records according to generally accepted principles of accounting consistently applied, which shall be open to inspection by Owners or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Owners or their authorized representatives.

Section 3. Signatures: All checks or demands for money and notes of the Association shall be signed by any two (2) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may permit only one (1) signature of any such officers.

Section 4. Budget: The Board shall adopt, for, and in advance of each calendar, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of all common expenses, which shall include, without limitation to, the costs of operating and maintaining the Common Area, wages and salaries of Association employees, management, legal and accounting fees, office supplies, utilities services not metered or charged separately to Lots and Townhouses, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Owner(s) of each

Lot and Townhouse and the due date(s) and amounts of installments thereof. Unless changed by the Board, the fiscal year of the Association shall be the calendar year. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

A copy of the proposed annual budget of the Association shall be mailed to the Owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to Owners. If a budget is adopted by the Board which requires assessment of the Owners in any budget year exceeding 125% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Owners, a special meeting of the Owners shall be held upon not less than ten (10) days written notice to each Owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting Owners may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors. Any such revision of the budget or recall of any and all members of the Board shall require a vote of not less than a majority of the whole number of votes of all Owners. The Board may, in any event, first propose a budget to the Owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Owners, either at such meeting or by writing, such budget shall not thereafter be re-examined by the Owners in the manner hereinabove set forth nor shall any or all members of the Board be recalled under the terms thereof.

In determining whether assessments exceed 125% of similar assessments in the prior budget year, there shall be excluded in the computation any reasonable reserves made by the Board in respect of repair and replacement of and to the Common Area and improvements thereon and streets therein, or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Common Area.

Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Owner. Assessments shall be made against Owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles of Incorporation. Owners shall be liable to pay assessments not more often than monthly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

Section 5. Bank: The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawals of monies from such bank(s) shall be only by checks signed by such person(s) as are designated by the Board.

Section 6. Accounting: The Association shall prepare an annual financial report in accordance with Florida Statute §720.303(7)(2005) as amended from time to time.

Section 7. Reserve Fund: The Board shall have the right to assess Owners to establish a reserve of deposited funds for the future replacement of or additions to the Common Area and such reserve funds shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section 8. Assessments: All Assessments shall be paid timely to the Association. Assessments shall be made against Owners not less frequently than quarterly in advance, no less than as required to provide funds in advance for payment of all the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

Section 9. Major Expenditures: Notwithstanding anything else in these By-Laws, the Articles of Incorporation or the Declaration which authorizes expenditures, no expenditure for the improvement of the Common Area exceeding Seven Thousand, Five Hundred and No/100 Dollars (\$7,500.00) per annum shall be made without the approval of Members owning a majority of the Lots and Townhouses thereon situated except for the repair or maintenance of the Properties.

Section 10. Commingling Assessments: All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Directors. All assessments shall be applied as provided herein and in the Declaration.

Section 11. Bonding: The Treasurer and all Officers and Directors who are authorized to sign checks, and all Officers, Directors and Employees of the Association, and any contractor handling or responsible for Association funds may be bonded in such amount as may be determined by the Board. The premiums on such bonds shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signatory or a bank account or other depository account.

ARTICLE X

DEFAULT

Section 1. Cause of Action for Non-Payment: In the event an Owner does not pay any sum, charge or Assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board, may enforce its

lien for Assessments or take such other action to recover the sum, charge or Assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

Section 2. Foreclosure: If the Association becomes the owner of a Lot and Townhouse situated thereon by reason of foreclosure, it shall offer said Lot and Townhouse for sale and, at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonably attorneys' fees, and any and all expenses incurred in the resale of the Lot and Townhouse which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Lot and Townhouse. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Owner.

Section 3. Owners' Covenants: Each Owner, for himself, his heirs, successors and assigns, has the obligation and undertakes to do the following:

(a) Adhere to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Owners to give the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Owners, and to preserve each Owner's right to enjoy his Lot and Townhouse thereon situated free from unreasonable restraint and nuisance.

(b) Promptly pay any and all Assessments levied against him by the Association.

(c) Not to use or permit the use of his Lot and Townhouse for any purpose other than as permitted by the Declaration and in conformity with the Articles of Incorporation of the Association.

(d) Conform to and abide by the By-Laws and Rules and Regulations of the Association in regard to the use of his Lot and Townhouse and Common Area which may be adopted in writing from time to time by the Board of the Association or its designee.

(e) Provide, in writing, a mailing address to the Association, if different from the Lot and Townhouse address, which address shall be used by the Association wherever notice is required to be given.

(f) Pay all ad valorem taxes to the respective taxing authorities having jurisdiction for separate assessments against his Lot and Townhouse.

ARTICLE XI

AMENDMENT

These By-Laws may be amended by affirmative vote of not less than sixty six and two-thirds percent (66-2/3rds%) of the Members present and voting either in person or by proxy, at a duly called meeting of the members. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

Amendments to these By-Laws may be proposed by the Board acting upon vote of the majority of the Directors or by Members owning two-thirds (2/3rds) of the Lots and Townhouse thereon situated within the Properties.

ARTICLE XII

MISCELLANEOUS

Section 1. Singular-Plural: Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, or feminine ~~or neuter~~, singular or plural, wherever the context so requires.

Section 2. Unenforceability: Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

Section 3. Conduct of Proceedings: Roberts' Rules of Order (latest addition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

ARTICLE XIII

APPLICABILITY OF BY-LAWS

The provisions of these By-Laws are applicable to the Properties and are subject to the provisions of the Articles of Incorporation. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith. All Members of the Association and their invitees, including, but without limitation thereto, all present or future Owners and tenants of Townhouse units on any Lot and other persons using the Properties or any of the facilities thereon in any manner, are subject to these By-Laws, the Articles of Incorporation and the Declaration and these By-Laws shall be deemed to apply to any other real or personal property that may hereafter come within the jurisdiction of the Association in accordance with the Articles of Incorporation and the Declaration.

WE HEREBY CERTIFY that the foregoing Amended and Restated By-Laws of The Crossings Home Owners Association, Inc. of Martin County were approved by the Board of Directors and by two-thirds (2/3rds) of the members at a meeting of the members on June 19, 2007.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this day of July 20, 2007.

WITNESSES:

THE CROSSINGS HOME OWNERS ASSOCIATION, INC. OF MARTIN COUNTY

Jerald B. Zalben
Printed Name: Jerald B. Zalben

By: Linda C. Smyth
Linda C. Smyth, President

Jerald B. Zalben
Printed Name: Jerald B. Zalben

By: Andrew Puglisi
Andrew Puglisi, Secretary

Andrew Puglisi
Printed Name: Andrew Puglisi

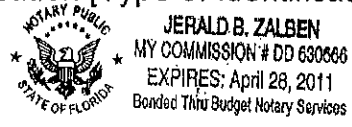
Andrew Puglisi
Printed Name: Andrew Puglisi

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on July 20, 2007, by Linda C. Smyth, as President of The Crossings Home Owners Association, Inc. of Martin County [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Jerald B. Zalben
Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on July 20, 2007 by Andrew Puglisi, as Secretary of The Crossings Home Owners Association, Inc., of Martin County [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Jerald B. Zalben
Notary Public

ARTICLES OF INCORPORATION

OF

THE CROSSINGS HOME OWNERS ASSOCIATION, INC. OF MARTIN COUNTY

A Corporation Not For Profit

FILED

DEC 31 4 57 PM '81

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby associate ourselves for the purpose of forming a corporation not for profit pursuant to and in accordance with the laws of the State of Florida, and for the purposes and with the powers hereinafter specified; and, to that end, we hereby set forth these Articles of Incorporation ("these Articles"), to wit:

Article I

Name

The name of this corporation shall be: THE CROSSINGS HOME OWNERS ASSOCIATION, INC. OF MARTIN COUNTY

Article II

Purpose

The purposes and objects of the Association shall initially be to administer the operation and management of and to promote the health, safety and welfare of the residents within THE CROSSINGS, a townhouse development ("the Project"), to be constructed upon real property situated in Martin County, Florida, described as follows ("the Properties"):

THE CROSSINGS, a Planned Unit Development, according to the Plat thereof recorded in Plat Book 8, Page 71, and subject to the terms and conditions of that certain Planned Unit Development Zoning Agreement dated May 19, 1980, and recorded in Official Records Book 496, Page 1115, all being in the Public Records of Martin County, Florida.

LESS AND EXCEPT any portion of the real property designated for commercial use or future commercial area on the above-described Plat or within the above-described Planned Unit Development Zoning Agreement.

The Association shall be conducted as a non-profit organization for the benefit of its members.

Article III

Powers

The Association shall have the following powers:

(1) To carry out the purposes of these Articles by administering the operation and management of the Properties and to perform the acts and duties incident to the operation and management of same in accordance with the provisions of these Articles, the By-Laws which will be adopted by the Association and the Declaration of Protective Covenants, Conditions and Restrictions, as may be amended from time to time ("the Declaration") to be recorded in the Public Records of Martin County, Florida;

(2) To acquire, own, operate, encumber, lease, manage, sell, convey, dedicate to public use, exchange, maintain, repair, improve, reconstruct and in any other manner and in every respect deal with and administer the Properties in accordance with the Declaration, whether realty or personalty, and any such

other property as becomes or may be a part of the Properties and to perform all acts and duties deemed necessary and desirable to implement and effectuate the purposes of the Association including, but without limitation thereto, the power, authority and right to:

(a) Make and establish reasonable rules and regulations governing use of the townhouses within the Properties, and use of the townhouses within the Properties and use of the Common Area, as such terms are defined in the Declaration; establish the By-Laws for the operation of the Common Areas; and, generally, provide for the administration of the Association;

(b) Fix and levy assessments against members of the Association to defray the common expenses as provided in the Declaration and the By-Laws and collect and enforce payment by any lawful means;

(c) Acquire, own, hold, operate, lease, encumber, sell, convey, exchange, manage and otherwise deal with the Properties as may be necessary or convenient in accomplishing the purposes set forth in the Declaration;

(d) Maintain, repair, replace, operate and manage the Properties, including the right to reconstruct improvements after casualty and further to improve and add to the Properties;

(e) Contract for the management of the Properties and, in connection therewith, delegate any and all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the By-Laws;

(f) Enforce the provisions of these Articles, the Declaration, the By-Laws and all rules and regulations which may from time to time be established governing use of the Properties on any portion of it;

(g) Exercise, undertake, and accomplish all the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration;

(h) Borrow money and with the assent of two-thirds (2/3) of its members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless evidenced by an instrument executed by two-thirds (2/3) of its members, which instrument shall be recorded, provided, however, that the Association shall be bound by the terms and conditions of that certain Planned Unit Development Zoning Agreement dated May 19, 1980 and recorded in Official Records Book 496, Page 1115, with respect to the conveyance and dedication of the water system to Martin County, a political subdivision of the State of Florida;

(j) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, however, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of its members. The Association shall have all powers and duties herein delineated with respect to any property annexed as it has with respect to the Properties specifically defined herein.

(3) To have all of the common law powers and privileges and all of the powers and privileges authorized under the laws of the State of Florida granted to corporations not for profit and all powers and privileges afforded to the Association by the Declaration, these Articles, the By-Laws of the Association, and the Condominium Act.

Article IV

Membership

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

(1) The record owners of all townhouses within the Properties, including contract sellers, shall be members of the Association, and no other person or entities, including those holding an interest as security for the performance of

an obligation, shall be entitled to membership.

(2) Membership is automatically established by the acquisition of fee title to a townhouse in the Properties, or by acquisition of a fee ownership interest therein, whether it is by a voluntary conveyance or by operation of law. The membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such townhouse; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more townhouses at any time while such person or entity shall retain fee title to or a fee ownership interest in any townhouse.

(3) On all matters on which the membership shall be entitled to vote, there shall be only one vote for each townhouse, which vote may be exercised or cast by the owner(s) of each townhouse as will be provided for in the By-Laws. Should any member own more than one townhouse, such member shall be entitled to exercise or cast one vote for each such townhouse in the manner provided in the By-Laws.

(4) Until such time as the Developer, as defined in the Declaration, has conveyed title to ninety (90) townhouses within the Properties herein defined or until the third (3rd) anniversary of the filing of these Articles with the Secretary of State of Florida or until the Developer voluntarily relinquishes control of the Association, whichever first occurs, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

(5) Membership certificates are not required and will not be issued.

Article V

Existence

The Association shall have perpetual existence.

Article VI

Principal Office

The principal office of the Association shall be located within THE CROSSINGS, a Planned Unit Development, in Martin County, Florida, but the Association may maintain an office and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

Article VII

Administration of Association Affairs

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President(s), Secretary and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ two (2) managing agent(s), agency, and/or other managerial and supervisory personnel or entity to administer and assist in the administration of the operation and management of the Properties and the affairs of the Association, and any and all such person(s) and/or entity(ies) may be so employed without regard to whether any such person(s) or entity(ies) is a member of the Association or a Director or officer of the Association.

The following persons shall constitute the initial officers of the Association, and they shall continue to serve as such officers until removed by the Board of Directors:

<u>Name</u>	<u>Office</u>
John A. Darlson	President
Florence E. Darlson	Vice President
Judith L. Bond	Secretary/Treasurer

Article VIII

Board of Directors

(1) The affairs and property of the Association shall be managed and governed by a Board of Directors ("the Board"). The Board shall initially be composed of three persons ("Directors") and shall continue to be composed of three Directors until such time as the Developer, as described in the Declaration, has conveyed title to ninety (90) townhouses within the Properties herein defined or until the third (3rd) anniversary of the filing of these Articles with the Secretary of State of Florida or until the Developer voluntarily relinquishes control of the Association, whichever first occurs. The number of Directors of succeeding Boards shall be from five to seven, the actual number to be determined by a majority vote of members present at a duly called meeting of the Association where a quorum is present.

(2) The initial Directors, named below in paragraph (4) of this Article, shall serve until the first election of a Director or Directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one year, and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term.

(3) All officers shall be elected by the Board of Directors at the regular annual meeting of the Board, all in accordance with the By-Laws. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

(4) The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board at the first regular meeting of the membership:

<u>Name</u>	<u>Residence Address</u>
John A. Darlson	1520 S.W. Pendarvis Court Palm City, Florida 33490
Florence E. Darlson	Apt. K-21 1330 N.E. 14th Court Jensen Beach, Florida 33457
Judith L. Bond	9437 South A-1-A, #6A Jensen Beach, Florida 33457

Article IX

By-Laws

(1) The original By-Laws of the Association shall be adopted by a majority vote of the Subscribers, referenced below in Article XII, to these Articles, at a meeting at which a majority of the Subscribers is present; and, thereafter, the By-Laws may be amended or rescinded only by affirmative vote of a majority of the votes entitled to be cast by members of the Association.

(2) No amendment to the By-Laws shall be passed which would change the rights and privileges of the Developer, without the Developer's written approval, unless Developer shall have divested itself of title to all property within the Properties.

(3) No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

Article X

Amendments to These Articles

(1) An amendment or amendments to these Articles may be proposed by the Board acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the townhouses in the Project whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by the Board or the members, such proposed amendment or amendments shall be transmitted to the President of the Association or to the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment(s), and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment(s) in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the U. S. Mail, addressed to the member at his post office address as it appears on the records of the Association, with postage prepaid.

(2) Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during, or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such member.

(3) At the meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than seventy-five (75%) percent of the townhouses in the Properties in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of the State of Florida.

(4) Notwithstanding the foregoing provisions of this Article X, no amendment to these articles which shall abridge, amend, or alter the right of Developer to designate and select members of the Board, as provided above in Article VIII, may be adopted or become effective without the prior written consent of Developer.

Article XI

Dissolution

The Association may be dissolved in accordance with the Florida Statutes upon written assent of the members owning not less than seventy-five (75%) percent of the townhouses in the Properties.

Article XII

Indemnification

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification shall be in addition to and not exclusive of all of the rights to which such Director or officer may be entitled.

Article XIII

Transactions in Which Directors or Officers Are Interested

No contract or other transaction between the Corporation and any other corporation, association, person or firm, in the absence of fraud, shall be invalid, void or voidable because one or more Directors or Officers of the Corporation shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. A Director of the Corporation may vote on any contract or other transaction between the Corporation and any subsidiary, controlled, affiliated or other corporation, association or firm, without regard to the fact that he is also a director or officer of such subsidiary, controlled, affiliated or other corporation, association or firm, and the presence at any meeting of the Board of Directors of any such Director may be counted in order to determine the presence of a quorum.

Article XIV

Subscribers

The Subscribers to these Articles are the persons herein above named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers, and their respective residence addresses, are set forth in Article VIII hereof.

Article XV

Registered Agent

JOHN A. DARLSON, 959 South Federal Highway, Stuart, Florida 33494, shall be the Registered Agent for the corporation. He has so consented to said appointment below.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 28th day of December, 1981.

JOHN A. DARLSON

Florence E. Darlson
FLORENCE E. DARLSON

Judith L. Bond
JUDITH L. BOND

JOHN A. DARLSON

For consent as Registered Agent

STATE OF FLORIDA
COUNTY OF MARTIN

Before me personally appeared JOHN A. DARLSON, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 3rd day of February, 1981.

Notary Public
My Commission Expires: 12-26-82

STATE OF FLORIDA
COUNTY OF MARTIN

Before me personally appeared FLORENCE E. DARLSON, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15 day of December, 1981.

[Signature]
Notary Public

My Commission expires: 12-26-82

STATE OF FLORIDA
COUNTY OF MARTIN

Before me personally appeared JUDITH L. BOND, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15 day of December, 1981.

[Signature]
Notary Public

My Commission expires: 12-26-82