

DECLARATION OF CONDOMINIUM

FOR

CROSS CREEK A CONDOMINIUM

MADE March 25, 1980, by CROW CROSS CREEK, a Florida general partnership, (the "Developer"), the owner of fee simple title to the land described herein, and in and by which Developer makes the following declarations:

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to the condominium form of ownership and use the land described in Article III hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1980, as amended to the date hereof (the "Condominium Act").

II. NAME AND ADDRESS.

The name by which this condominium is to be identified is CROSS CREEK A CONDOMINIUM, sometimes herein called the "Condominium". The street address is 1500 North Congress Avenue, West Palm Beach, Florida 33401.

III. THE LAND.

The land submitted to Condominium (the "Land") is situated in Palm Beach County, Florida, and is described as:

A certain parcel of land in Block 11, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 28, page 240, Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Beginning at the Southwest corner of said Block 11, run thence North 1°11'51"E along the West line of Block 11 a distance of 430.09 feet; thence East a distance of 406.25 feet to the beginning of a curve concave to the Northwest having a radius of 15.00 feet and a central angle of 39°30'00"; thence Easterly along the arc of said curve a distance of 10.34 feet to the end of said curve; thence North 50°30'00" East a distance of 416.39 feet, more or less, to a point in the Westerly right-of-way line of Congress Avenue, said right-of-way being in the arc of a curve concave to the Northeast having a radius of 1735.99 feet and whose local tangent passing through said point bears South 51°48'11" East; thence Southerly along the said Westerly right-of-way of Congress Ave. and through a central angle of 11°31'29" a distance of 46.20 feet; thence South 50°30'00" West a distance of 416.41 feet to the beginning of a curve concave to the Southeast, having a radius of 15.00 feet and a central angle of 50°30'00", thence Southerly along the arc of said curve a distance of 13.22 feet to the end of said curve; thence South a distance of 50.78 feet to the beginning of a curve concave to the Northeast, having a radius of 15.00 feet and a central angle of 90°00'00", thence Southerly and Easterly along the arc of said curve a distance of 23.56 feet

1500

1500

265.60

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This Instrument Was Prepared By:

H. WILLIAM WALKER, JR.

MERSON, SAWYER, JOHNSTON, DUNWODY & COLE

1500 SOUTHEAST FIRST NATIONAL BANK BUILDING

MIAMI, FLORIDA 33131

to the end of said curve; thence East a distance of 781.51 feet to the beginning of a curve concave to the Northwest having a radius of 15.00 feet and a central angle of 147°00'00"; thence Easterly and Northerly along the arc of said curve a distance of 38.49 feet to the end of said curve and a point in the Westerly right-of-way of Congress Avenue; thence South 57°00'00" East along the said Westerly right-of-way line of Congress Avenue a distance of 96.54 feet; thence West a distance of 368.65 feet; thence South a distance of 303.00 feet to the South line of said Block 11, thence west a distance of 972.99 feet, more or less to the Point of Beginning.

A survey of the Land is annexed hereto and made a part hereof as Exhibit "B".

IV. DESCRIPTION OF CONDOMINIUM PROPERTY.

The description of the improvements comprising part of the condominium property, consisting of two hundred twenty-five (225) apartment units located in fifteen (15) buildings, including an identification of each "Unit" (as defined in the Condominium Act and herein) by number, constituting a graphic description of the building in which Units are located, is annexed hereto and made a part hereof, as Exhibit "C". Exhibit "B", consisting of the land survey, and Exhibit "C", consisting of a description of the improvements thereon, together with this Declaration, identify the "Common Elements", "Limited Common Elements", each Unit (as those terms are defined herein), and their relative locations and approximate dimensions. A plot (site) plan of the improvements is annexed hereto and made a part hereof as Exhibit "B". The improvements are further described as:

A. Residential Building.

The residential improvements include fifteen (15) buildings numbered two (2) through sixteen (16). Building 2 contains thirty (30) units, Buildings 3, 5, 6, 9, 11 and 15 each contain sixteen (16) units, Buildings 4, 7, 10 and 13 each contain eight (8) units, Building 8 contains thirty-five (35) units, Building 12 contains twenty-four (24) units and Buildings 14 and 16 each contain four (4) units. In addition, Building 8 contains one laundry room. All of the residential buildings contain units, common elements and limited common elements, as those terms are defined herein.

B. Other Improvements.

In addition to the residential buildings situated thereon, the condominium property also includes improvements, other than residential buildings, consisting of a one-story recreation building (designated as Building 1), a one-story laundry building (designated as Building 17), and outside parking areas, walks, a swimming pool and pool equipment, landscaping and all underground structures and improvements which are not part of or located within residential buildings, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

V. DEFINITION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium will consist of "Units", "Common Elements" and "Limited Common Elements", as those terms are herein defined.

A. Units

The term "Units", as used herein, shall mean and comprise the two hundred twenty-five (225) separate dwellings in the Condominium which are located and individually described in Exhibit "C" hereto, excluding, however: (1) all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural element of each Unit; and (2) all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions; and (3) all pipes, ducts, vents, wires, conduits and other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical partition of a Unit, for the furnishing of utility services, heating and cooling and/or ventilation to Units, Common Elements and/or Limited Common Elements. All glass and other transparent or translucent material, insect screens and screening in windows and doors and the materials covering other openings in the exterior of a Unit, and the air conditioning and ventilating equipment exclusively serving a Unit, shall be construed to be within the boundaries or limits of the Unit exclusively served by such windows, doors and other openings and air conditioning and ventilating equipment.

B. Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property of the Condominium except Units including, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium; and (6) the riparian and/or littoral right appertaining to the Land, if any.

C. Limited Common Elements.

"Limited Common Elements", as the term is used herein, shall mean and comprise the common elements which are reserved herein, or assigned or granted separately herefrom, for the use of a certain unit or units to the exclusion of other units, including, with respect to each unit in the Condominium, the concrete terrace, patio, entry, balcony, canopy and other equipment and/or fixtures, if any, attached, affixed or contiguous to the exterior of and serving only that unit.

VI. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title, to each Unit the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the "Common Surplus" (as that term is elsewhere herein defined). The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is

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that proportion of the total set forth, as a fraction, in the schedule which is annexed hereto and made a part hereof as Exhibit "A", and

B. The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements; and

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "C" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time; and

D. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(1) The furnishing and maintenance of public utility services to all parts of the real property of the Condominium over, across, in and through the Land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium; and

(3) Recreational purposes, in and to the recreation building, swimming pool and related fixtures and equipment; and

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

F. An exclusive easement for the use of the area of Land and air space occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on the Condominium building (as shown as Exhibit "C"), which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies; and

G. The right to membership in the "Association" (elsewhere herein defined), upon the terms and conditions set forth elsewhere herein.

VII. COMMON EXPENSES AND COMMON SURPLUS.

The term "Common Expenses", as used herein, shall mean all expenses for which all the owners of Units in the Condominium (except the Association) shall be liable to the Association. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association, including, without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units (except the Association) shall share the Common Expenses and shall own the Common Surplus in the proportions or percentages set forth in the schedule annexed hereto and made a part hereof as Exhibit "A".

VIII. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be appurtenant, and pass with title, to each Unit one (1) vote as a member of the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

IX. NAME OF ASSOCIATION.

The entity responsible for the operation of the Condominium shall be CROSS CREEK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), a copy of the Articles of Incorporation of which is annexed hereto and made a part hereof as Exhibit "D". Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall administer and manage the Condominium Property; provided that, the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.

X. BY-LAWS OF ASSOCIATION.

A copy of the By-Laws of the Association is annexed hereto and made a part hereof as Exhibit "E".

XI. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice.

Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

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B. Proposal.

Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(2) Discriminate against any Unit owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment, or

(3) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgement of the Amendment, or

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(4) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment. No amendment to this Declaration shall make any change in Article XIII hereof, entitled "Insurance", nor in Article XIV hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all liens on Units shall join in the execution and acknowledgment of the amendment.

D. Effective Date and Recording Evidence of Amendment.

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the Public Records of Palm Beach County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of Palm Beach County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

E. Amendment to Correct Error or Omission.

Notwithstanding any provision to the contrary set forth herein or in the Articles or By-Laws of the Association, Developer may, without joinder or consent of the Association or any Unit owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of owners, lienors or mortgagees.

XII. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit owners located or situated within the Condominium shall be as follows:

A. Units.

Each Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein or exclusively serving the same (not including, however, Limited Common Elements), shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof. All maintenance, repairs and/or replacements for which Unit owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit owners for maintenance,

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repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Common Elements.

The Association shall be responsible for, and shall assess against and collect from the owners of all Units in the Condominium, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of the owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

C. Limited Common Elements.

The Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, all of those Common Elements designated elsewhere herein as Limited Common Elements; provided that, the cost of the same shall be borne by the owner(s) of the Unit(s) to which said Limited Common Elements are appurtenant.

XIII. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees, provided that a certificate evidencing a mortgage endorsement shall be issued to the mortgagee of each Unit. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses; provided, that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance.

Casualty insurance covering all of the buildings and other improvements of the Condominium, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and
- (b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and
- (c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including, without limitation, hired automobile, non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability, endorsements to cover liability of all Unit owners as a group to each Unit owner; and
- (d) Workmen's compensation insurance to meet the requirements of law;
- (e) Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage loans to be made upon Units.

C. Optional Coverage.

The Association may purchase and carry such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit owners as Common Expenses.

E. Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is

hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee.

The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the need for the same to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

(1) Qualifications, Rights and Duties.

The Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and Mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit

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and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners as a Common Expense.

(2) Units.

The proceeds paid to the Insurance Trustee for loss of or damage to the building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the

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Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units.

I. Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Building.

If a residential building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total Destruction of Building.

If the residential buildings of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, none of the buildings and none of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(2) Damage to and Destruction of Part of Buildings.

If some, but not all, of the residential buildings are damaged and/or destroyed and one or more of the Units remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that each building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or

replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed, provided, that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit owners, then such Unit owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit owners, shall be disbursed toward payment of such costs in the following manner:

(1) Association.

If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than five thousand dollars (\$5,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit owners, shall be paid by the Insurance Trustee to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly.

(b) Association - Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the

payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

XV. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

A. Units.

Each of the Units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

C. Nuisances.

No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property.

D. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

E. Leasing.

After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased, provided that occupancy is only by the lessee and his family, servants and guests.

F. Minors.

Children shall be closely supervised at all times by an adult to insure that they do not become a nuisance to other residents of the Condominium.

G. Pets.

No animals of any kind shall be kept under any circumstances whatsoever in any Unit, or allowed upon the Condominium property, except by prior written consent of the Board of Directors of the Association. Such consent, if given, shall be revocable by the Board of Directors at any time, and shall automatically expire upon the death or other disposition of the pet as to which such prior written consent is given. No guest, lessee or invitee shall bring any animal whatsoever upon the Condominium property. Pets shall never be allowed to run freely upon any of the Condominium property except within a Unit, and when outside of a Unit shall be leashed and in the company of an individual willing and able fully to control it. Any owner maintaining a pet upon the Condominium property, or whose guests, lessees or invitees bring any animal upon the Condominium property, shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association.

H. Regulations.

Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by not less than three-fourths (3/4) of the members of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

I. Proviso.

Provided, however, that until Developer has completed and sold all of the Units, neither Unit owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Condominium property and the display of signs.

XVI. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and to protect the value of Units, the transfer of title to or possession of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale.

No Unit owner may dispose of a Unit or any interest therein by sale without approval of the Association.

(2) Lease.

No Unit owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association.

(3) Gift, Devise, Inheritance of Other Transfers

If any Unit owner shall acquire his title by gift, devise, inheritance or other manner, the continuance of his ownership shall be subject to the approval of the Association.

B. Approval by Association.

The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale.

A Unit owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit owner's option, may include a demand by the Unit owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease.

A Unit owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(c) Gift, Devise or Inheritance; Other Transfers.

A Unit owner who has acquired his title by gift, devise, inheritance or

in any other manner not heretofore considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Owner's title.

(d) Failure to Give Notice.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of Approval.

(a) Sale.

If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

(b) Lease.

If the proposed transaction is a lease, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in non-recordable form and shall be delivered to the lessee.

(c) Gift, Devise or Inheritance; Other Transfers.

If the Unit owner giving notice has acquired his title by gift, devise, inheritance or other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit

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Owner's ownership of the Unit. If approved, the approval shall be upon such terms and conditions (pertaining to the Primary Occupant of the Unit and the voting of Association membership appurtenant to the Unit) as the Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner and shall be recorded in the Public Records of Palm Beach County, Florida.

- (3) Approval of Corporate or Fiduciary Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the Primary Occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of a Unit shall also be conditioned upon approval of the Primary Occupant by the Association. Any change in the Primary Occupant of a Unit shall be considered a transfer of title to the Unit which shall be subject to the provisions of this Article XVI.

C. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

- (1) Sale:

If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit, upon the following terms:

- (a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.
- (d) If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease.

If the proposed transaction is a lease, and if the notice of lease given by the Unit owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit owner an agreement to lease by the Association, or a lessee approved by the Association, who will lease and to whom the Unit owner must lease the Unit, upon the following terms:

- (a) The rental to be paid by the lessee, to be identified in the Agreement, shall be that stated in the disapproved lease.
- (b) The rental shall be paid in cash.
- (c) The lease term, and the other conditions and terms of the lease, shall be those stated in the disapproved lease.
- (d) If the Association shall fail to provide a Lessee upon the demand of the Unit owner in the manner provided, or if a Lessee furnished by the Association shall default in his agreement to lease, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.
- (3) Gifts, Devise or Inheritance; Other Transfers.

If the Unit owner, giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then, within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association or by the Association, who will purchase the Unit and to whom the Unit owner must sell the Unit upon the following terms:

- (1) The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery from or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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- (2) The purchase price shall be paid in cash.
- (3) The sale shall be closed within ten (10) days following the determination of the sale price.
- (4) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Purchaser.
- (5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Unit owner.

D. Mortgage.

No Unit owner may mortgage his Unit nor any interest therein without the approval of the Association except to an "Institutional Lender", which term shall mean and include banks, life insurance companies, Federal or State Savings and Loan Associations, and Real Estate Investment Trusts. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions.

The foregoing provisions of this Article shall not apply to a purchase or transfer by an Institutional Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Further, the provisions of this Article shall not apply to the acquisition of title to a Unit through devise or inheritance by any person who is a natural child or surviving spouse of the immediately preceding owner of the Unit. The provisions of this Article XVI shall not apply to sales, leases, mortgages or other conveyances by the Developer.

F. Unauthorized Transactions.

Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association:

G. Notice of Lien or Suit.

- (1) Notice of Lien.

A Unit owner shall give notice to the Association of every lien upon his Unit other than for

permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(2) Notice of Suit.

A Unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given with five (5) days after the Unit owner receives knowledge thereof.

(3) Failure to Comply.

Failure to comply with this Article XVI(G) will not affect the validity of any judicial sale.

XVII. COMPLIANCE AND DEFAULT.

Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit owner to comply therewith shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

B. Costs and Attorney's Fees.

In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

C. No Waiver of Rights.

The failure of the Association or any Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XVIII. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

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A. Determination of Assessments.

Assessments by the Association against each owner of a Unit and his Unit shall be the fractional share of the total assessments to be made against all owners of Units and their Units as is set forth in the Schedule annexed hereto and made a part hereof as Exhibit "A". Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Time for Payment.

The assessment levied against the owner of each Unit and his Unit shall be payable in annual, quarterly, monthly, or such other installments and at such time as shall from time to time be fixed by the Board.

C. Annual Budget.

The Board shall, in accordance with the By-Laws of the Association, establish an Annual Budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit owner, and the assessment for the year shall be based upon such Budget. Failure to deliver a copy of the Budget to a Unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. Reserve Fund.

The Board, in establishing each annual budget, if and to the extent required by law, shall include therein a sum to be collected and maintained as reserve fund for the replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units.

E. General Operating Reserve.

The Board, when establishing each annual budget, may when deemed necessary or desirable, and shall at least to the extent from time to time required by law, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor, except as required by law, shall not exceed

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twenty-five percent (25%) of the current annual assessment levied against the owners of all Units. Upon accrual in the operating reserve of an amount equal to twenty-five percent (25%) of the current annual assessment, unless and except to the extent required by law no further payments shall be collected from the owners of Units as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event, the annual assessment against each owner and/or Unit shall be increased to restore the operating reserve to an amount which will equal twenty-five percent (25%) of the current annual amount of said assessment.

F. Use of Association Funds.

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and By-Laws and as the monies for annual assessments are paid to Association by any Unit owner, the same may be co-mingled with monies paid to the Association by the other owners of Units. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

G. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the highest rate permitted by law until the same, and all interest due thereon, has been paid in full.

H. Personal Liability of Unit Owner.

The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

I. Liability not subject to Waiver.

No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

J. Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) assessments levied against the Unit and the owner(s) thereof, and (2) interest, if any, which may become due on

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delinquent assessments owing to Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Palm Beach County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable type of Units in the City of West Palm Beach, Florida. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose.

K. Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien.

L. Effect of Foreclosure or Judicial Sale.

In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed

and paid by all owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

M. Effect of Voluntary Transfer.

When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it be foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

XIX. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

XX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

A. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which have been approved by the owner of Units to which seventy-five percent (75%) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses.

B. Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors of the Association may adopt and approve a model, style and color of storm shutter as a standard storm shutter for use in the Condominium. Such storm shutter shall be of the type and design which is affixed directly over a door or window opening. No storm shutter except of the standard model, color and style adopted by the Board of Directors shall be used in or upon the Condominium. The periods of use of storm shutters shall be subject to regulation by the Board of Directors of the Condominium. Further, the Board of Directors may adopt and approve standard plans and specifications for screening balconies, and Unit owners may so screen their balconies provided that they adhere in every respect to such plans and specifications.

XXI. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction.

In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement.

The Condominium may be terminated at any time by the approval in writing of all of the owners of Units in the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment.

The purchase price shall be paid in cash.

(4) Closing.

The sale shall be closed within ten (10) days following the determination of the sale price.

C. Certificate.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

D. Shares of Owners After Termination.

After termination of the Condominium the Unit owners shall own the Condominium Property and all assets of the

B3262 P1839

Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to the termination as set forth in Exhibit "A" hereto.

E. Amendment.

This Article XXI shall not be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

XXII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of such unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

XXIII. MISCELLANEOUS.

A. Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium.

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership.

D. Parties Bound.

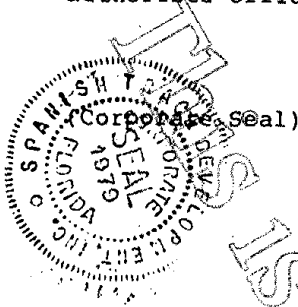
The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns,

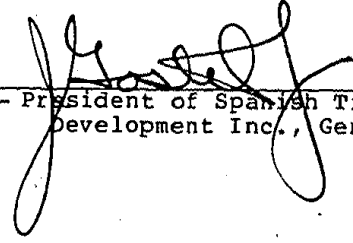
B3262 P1840

and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officers on the date set forth above.

CROW CROSS CREEK



By: 
Vice-President of Spanish Trace,
Development Inc., General Partner

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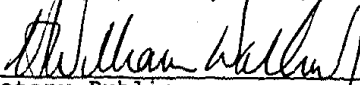
B3262 P1841

STATE OF FLORIDA
COUNTY OF DADE

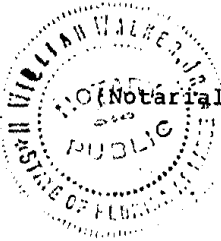
BEFORE ME, the undersigned authority, personally
appeared J. Gossett, Jr.

, to me known to be the Vice -
President of SPANISH TRACE DEVELOPMENT, INC., a Florida
corporation, General Partner of Crow Cross Creek, a Florida
general partnership, and who acknowledged before me that he
did, as such officer, execute the foregoing Declaration of
Condominium as the act and deed of said corporation as General
Partner and on behalf of the Partnership and that the same was
executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal on this the 25th day of March, 1980.



Notary Public,
State of Florida at Large
My commission expires: March 22, 1984



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EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM
FOR
CROSS CREEK, A CONDOMINIUM
PERCENTAGE OF OWNERSHIP OF
COMMON ELEMENTS

EXHIBIT "A" CONSISTS
OF 2 PAGES

B3262 P1843

Cross Creek Condominium

Percentage of Ownership

A-1	.4987	A-31	.3859	A-61	.5789	A-206	.3116
A-2	.4987	A-32	.3859	A-62	.5789	A-207	.3116
A-3	.3859	A-33	.3859	A-63	.5789	A-208	.3116
A-4	.3859	A-34	.3859	A-64	.5789	A-209	.3116
A-5	.4987	A-35	.4987	A-101	.3116	A-210	.3116
A-6	.4987	A-36	.4987	A-102	.3116	A-211	.3116
A-7	.3859	A-37	.3859	A-103	.3116	A-212	.3116
A-8	.3859	A-38	.3859	A-104	.3116	A-213	.3116
A-9	.3859	A-39	.4987	A-105	.3116	A-214	.3116
A-10	.3859	A-40	.4987	A-106	.3116	A-215	.3116
A-11	.4987	A-41	.4987	A-107	.3116	A-216	.3116
A-12	.4987	A-42	.4987	A-108	.3116	A-217	.3116
A-13	.3859	A-43	.3859	A-109	.3116	A-218	.3116
A-14	.3859	A-44	.3859	A-110	.3116	A-219	.3116
A-15	.4987	A-45	.4987	A-112	.3116	A-220	.3116
A-16	.4987	A-46	.4987	A-113	.3116	A-221	.3116
A-17	.5789	A-47	.3859	A-114	.3116	A-222	.3116
A-18	.5789	A-48	.3859	A-115	.3116	A-301	.3116
A-19	.5789	A-49	.3859	A-116	.3116	A-302	.3116
A-20	.5789	A-50	.3859	A-117	.3116	A-303	.3116
A-21	.5789	A-51	.4987	A-118	.3116	A-304	.3116
A-22	.5789	A-52	.4987	A-119	.3116	A-305	.3116
A-23	.5789	A-53	.3859	A-120	.3116	A-306	.3116
A-24	.5789	A-54	.3859	A-121	.3116	A-307	.3116
A-25	.4987	A-55	.4987	A-122	.3116	A-308	.3116
A-26	.4987	A-56	.4987	A-201	.3116	A-309	.3116
A-27	.3859	A-57	.5789	A-202	.3116	A-310	.3116
A-28	.3859	A-58	.5789	A-203	.3116	A-311	.3116
A-29	.4987	A-59	.5789	A-204	.3116	A-312	.3116
A-30	.4987	A-60	.5789	A-205	.3116	A-313	.3116

B3262 P1844

A-314	.3116	B-22	.4987	B-52	.5789	C-18	.3859
A-315	.3116	B-23	.3859	B-53	.3859	C-19	.5789
A-316	.3116	B-24	.3859	B-54	.3859	C-20	.5789
A-317	.3116	B-25	.3859	B-55	.5789	C-21	.6857
A-318	.3116	B-26	.3859	B-56	.5789	C-22	.6857
A-319	.3116	B-27	.3859	B-57	.5789	C-23	.6857
A-320	.3116	B-28	.3859	B-58	.5789	C-24	.6857
A-321	.3116	B-29	.3859	B-59	.5789	C-25	.7272
A-322	.3116	B-30	.3859	B-60	.5789	C-26	.7272
B-1	.5789	B-31	.3859	B-61	.5789	C-27	.7272
B-2	.5789	B-32	.3859	B-62	.5789	C-28	.7272
B-3	.3859	B-33	.3859	B-63	.5789	C-29	.7272
B-4	.3859	B-34	.3859	B-64	.5789	C-30	.7272
B-5	.5789	B-35	.4987	C-1	.6856	C-31	.7272
B-6	.5789	B-36	.4987	C-2	.6856	C-32	.7272
B-7	.3859	B-37	.3859	C-3	.6856		100.00%
B-8	.3859	B-38	.3859	C-4	.6856		
B-9	.3859	B-39	.4987	C-5	.5789		
B-10	.3859	B-40	.4987	C-6	.5789		
B-11	.5789	B-41	.5789	C-7	.3859		
B-12	.5789	B-42	.5789	C-8	.3859		
B-13	.3859	B-43	.3859	C-9	.5789		
B-14	.3859	B-44	.3859	C-10	.5789		
B-15	.5789	B-45	.3859	C-11	.3859		
B-16	.5789	B-46	.3859	C-12	.3859		
B-17	.4987	B-47	.5789	C-13	.3859		
B-18	.4987	B-48	.5789	C-14	.3859		
B-19	.3859	B-49	.3859	C-15	.5789		
B-20	.3859	B-50	.3859	C-16	.5789		
B-21	.4987	B-51	.5789	C-17	.3859		

B3262 P1845

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EXHIBIT "B"
TO
DECLARATION OF CONDOMINIUM
FOR
CROSS CREEK, A CONDOMINIUM
SURVEY AND SITE PLAN

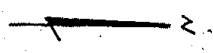
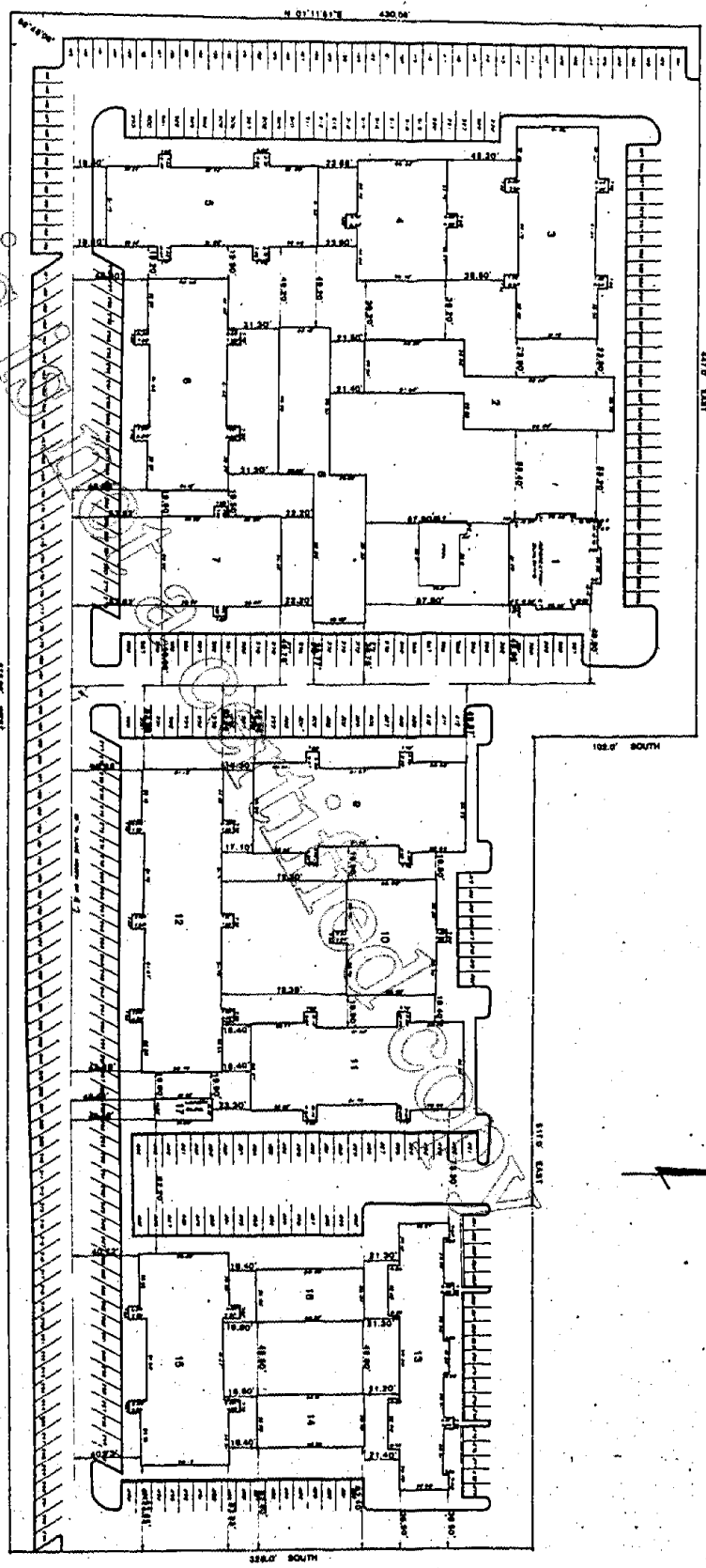
EXHIBIT "B" CONSISTS
OF 2 PAGES

B3262 P1846

B3262 P1848

		FOR : CROW - TERWILLIGER CO.	POST, BUCKLEY, SCHUB & JERNIGAN, INC. <small>CONSULTING ENGINEERS AND PLANNERS</small>	DECLARATION OF CONDOMINIUM OF "CROSS CREEK"	SURVEY, FLOOR PLAN AND GENERAL DESCRIPTION OF EXHIBIT - (A)	NO. _____ DATE _____	090-22380 1977 PART 2 OF 3
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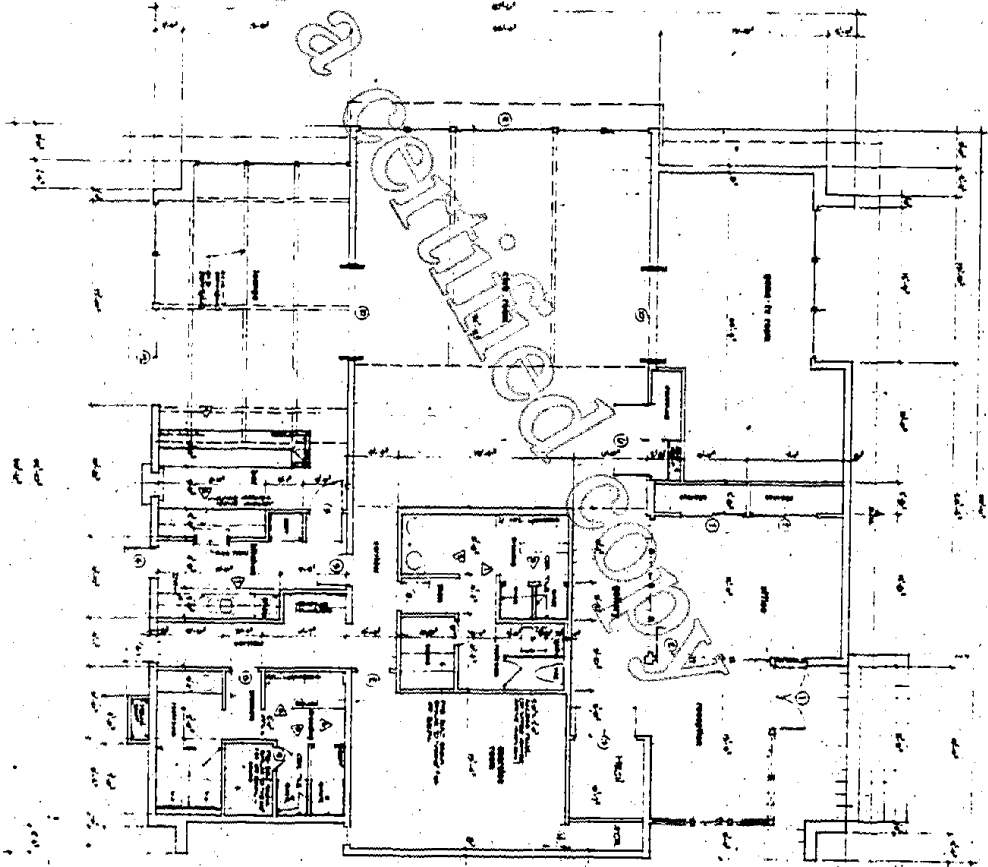
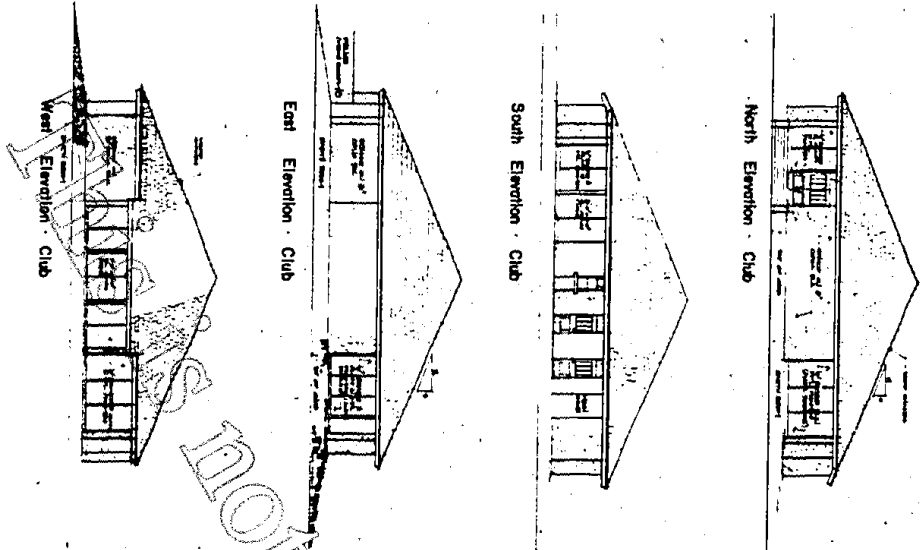
EXHIBIT "C"
TO
DECLARATION OF CONDOMINIUM
FOR
CROSS CREEK, A CONDOMINIUM

GRAPHIC DESCRIPTION
OF
IMPROVEMENTS

EXHIBIT "C" CONSISTS
OF 29 PAGES

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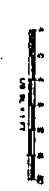
DATE	BY	FOR:	P B POST BECKETT, SCORR & JENNIGAN, INC. CONSULTING ENGINEERS AND PLANNERS	DECLARATION OF CONDOMINIUM OF "CROSS CREEK"	UNIT, LOT PLAN AND DRAINING AND ASSIGNMENT EXHIBIT - (C)	NO.	DATE	REVISION
1/22	...	CROW - TERWILLIGER CO.				1		



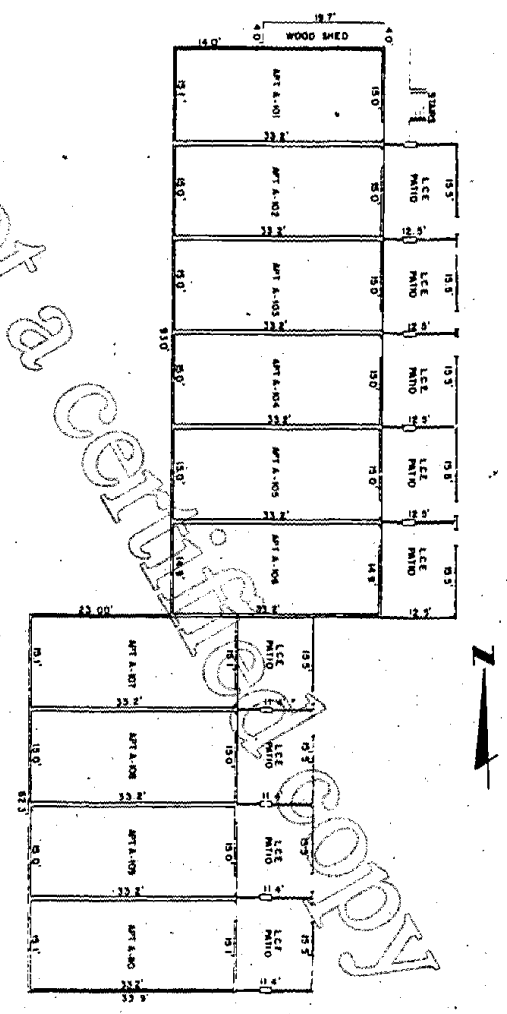
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DATE 2/27/01	BY GH	FOR: CROW - TERWILLIGER CO.	P B S J	POST, BUCKLEY, SCHUH & JENNIGAN, INC. CONSULTING ENGINEERING AND PLANNING	DECLARATION OF CONDOMINIUM OF "CROSS CREEK"	UNIT, FLOOR PLAN AND GRADING EXHIBIT - (1)	NO.	DATE	BY	NO.	DATE	BY
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








CROSS CREEK BLDG. NO. 2 FIRST FLOOR



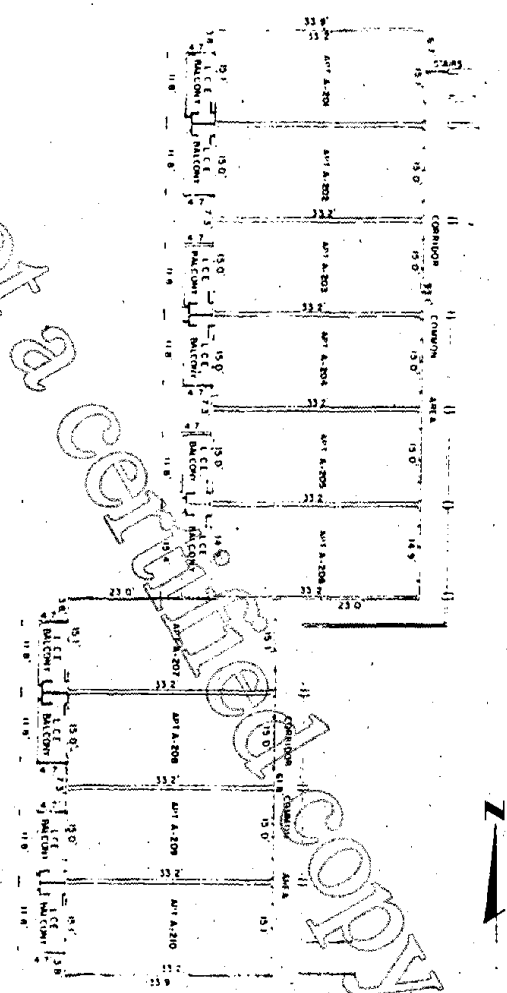
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DATE 2/27/01
BY GH

											
22		22		22		22		22		22	
FOR : CROW - JERWILLIGER CO.		P L B 		POST, BUCKLEY SCHUB & JERNIGAN, INC. CONSULTING ENGINEERS AND PLANNERS		DECLARATION OF CONDOMINIUM "CROSS CREEK"		SUBJECT: FLOOR PLAN AND DIMENSIONS AND IMPROVEMENTS EXHIBIT - (C)		09023100 JAN 11/12 6' 37"	

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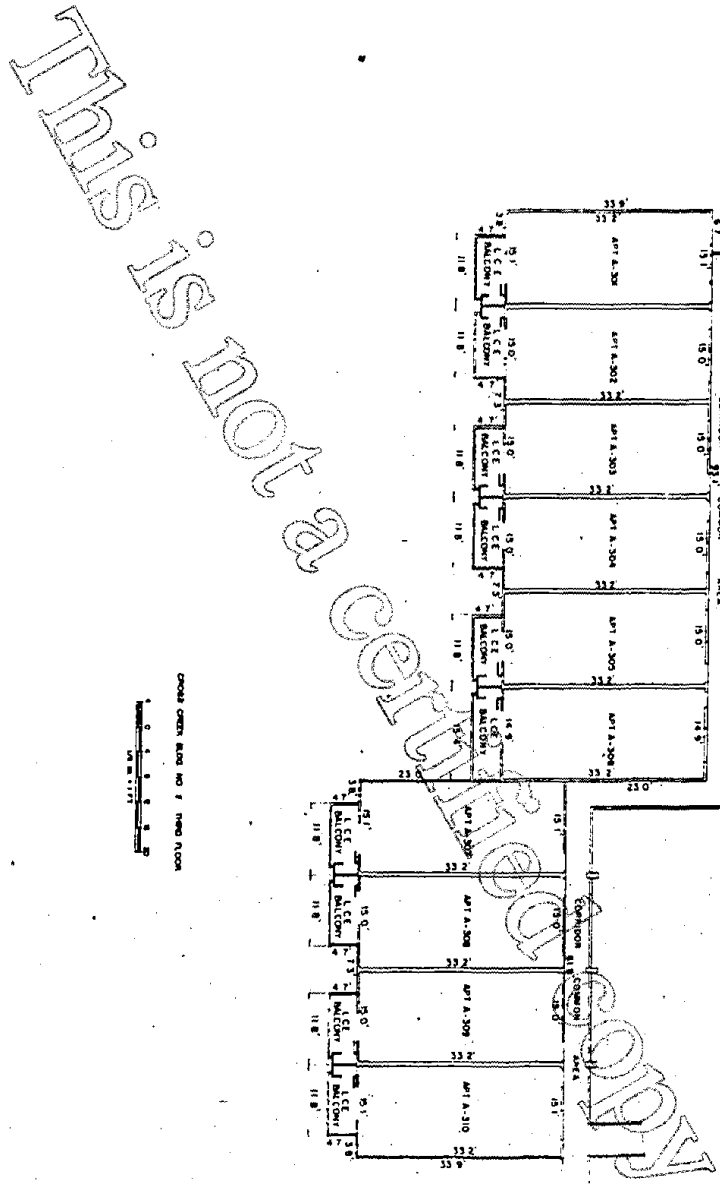
CROSS CREEK ROAD, NO. 2 SECOND FLOOR



B3262 P1853

B3262 P1854

ZZ <small>CONTRACT NO.</small> <small>DATE</small>		FOR: CROW - TERWILLIGER CO.	P B <small>POST</small> <small>BUCKLEY</small> <small>SCHUB</small> <small>A</small> <small>JENNIGAN</small> <small>INC.</small> <small>CONSULTING ENGINEERS AND PLANNERS</small>	DECLARATION OF CONDOMINIUM OF "CROSS CREEK"	SERVIT FOR RAIN <small>REPRODUCTION</small> <small>EXHIBIT - (C)</small>	<small>NO.</small> <small>DATE</small> <small>REVISED</small>	<small>PREPARED</small> <small>DATE</small> <small>BY</small>	<small>DATE</small> <small>BY</small>	<small>DATE</small> <small>BY</small>	<small>DATE</small> <small>BY</small>	<small>DATE</small> <small>BY</small>
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B3262 P1855

DATE: 08/23/97
 BY: JLS
 TITLE: 8/97

NO. DATE REVISION

UNIT / FLOOR PLAN
 DESCRIPTION OF
 DIMENSIONS
 EXHIBIT - (C)

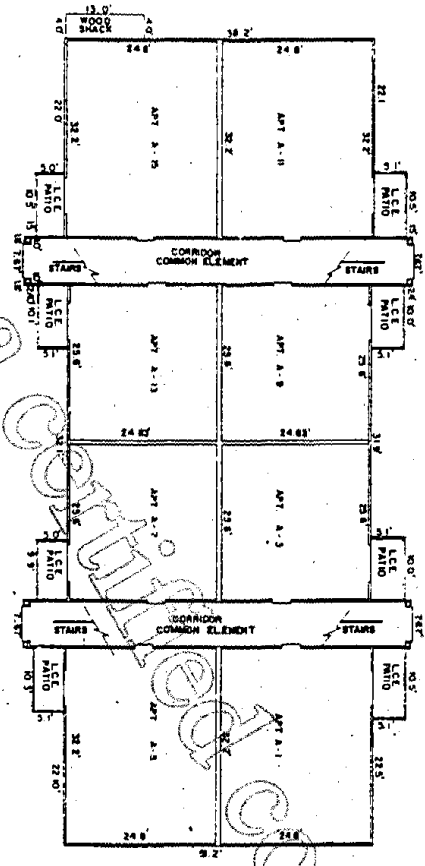
DECLARATION OF CONDOMINIUM
 "CROSS CREEK"

P B POST, BOCKLEY, SCHUH & JERNIGAN, INC.
 CONSULTING ENGINEER AND PLANNERS

FOR: CROW - TERWILLIGER CO.

DATE: 08/23/97
 BY: JLS
 TITLE: 8/97

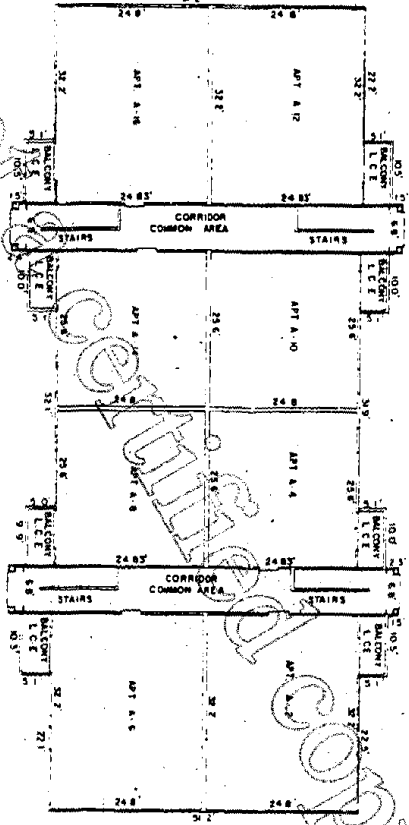
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CROSS CREEK BLDG NO 3 FIRST FLOOR

22 22	FOR: CROW - TERWILLIGER CO.	P B S J POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS AND ARCHITECTS	DECLARATION OF CONDOMINIUM "CROSS CREEK"	SURVEY, NOT PLAN AND DRAINAGE INFORMATION EXHIBIT - (C)	000 21200 UNIT 9 of 31
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CROSS CREEK BLVD NO 3 SECOND FLOOR

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UNIT NOT RAN AND DRAWING NOT REVISIONED EXHIBIT - (C)

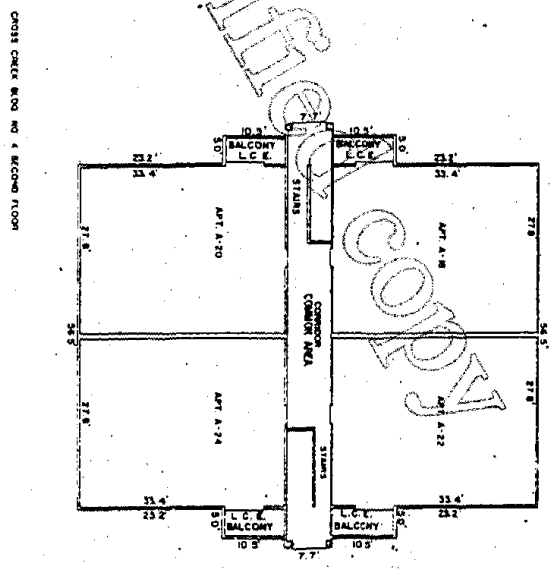
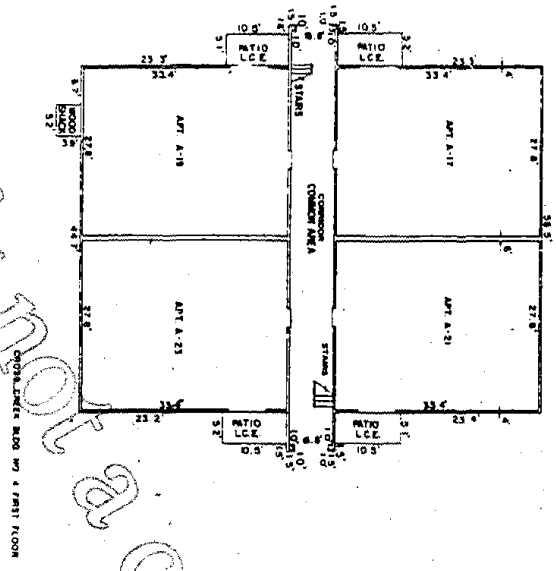
DECLARATION OF CONDOMINIUM OF "CROSS CREEK"

P B POST, BECKETT, SCHUB & JERNIGAN, INC.
 CONSULTING ENGINEERS AND ARCHITECTS

FOR: CROW - TERWILLIGER CO.

22

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B3262 P1858

090-22206
JUL 18 1997

NO DATE

UNIT PLAN AND ZONING HISTORY OF EXHIBIT - (C)

DECLARATION OF CONDOMINIUM OF "CROSS CREEK"

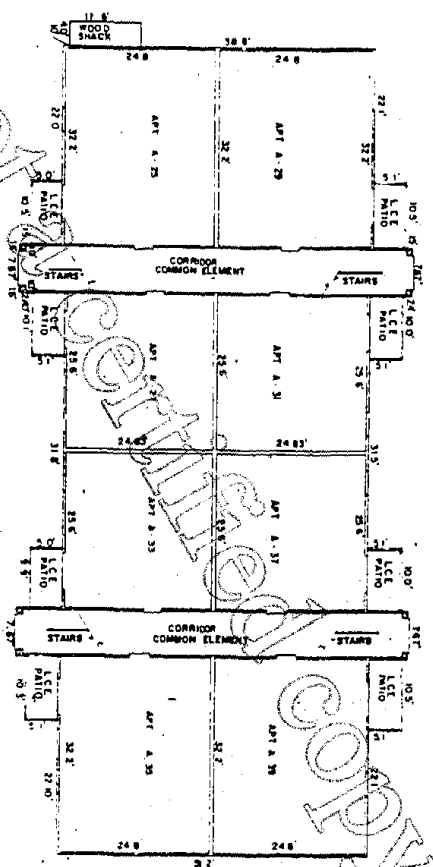
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CONSULTING ENGINEERS AND PLANNERS

FOR: CROW - TERWILLIGER CO.

DATE: 7/18/97

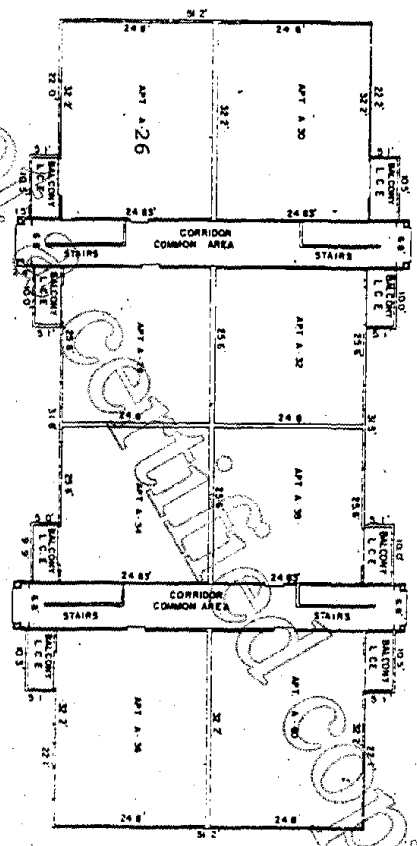
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CROSS CREEK WOOD NO. 3 FIRST FLOOR



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CROSS CREEK BLDG NO 3 SECOND FLOOR



B2262 P1859

Project No. 100-2180
Date 08/25/97

FOR:
CROW - TERWILLIGER CO.

P B
S J
POST BUCKLEY SCHUB & JERNIGAN, INC.
CONSULTING ENGINEERS AND ARCHITECTS

DECLARATION OF CONDOMINIUM
OF
"CROSS CREEK"

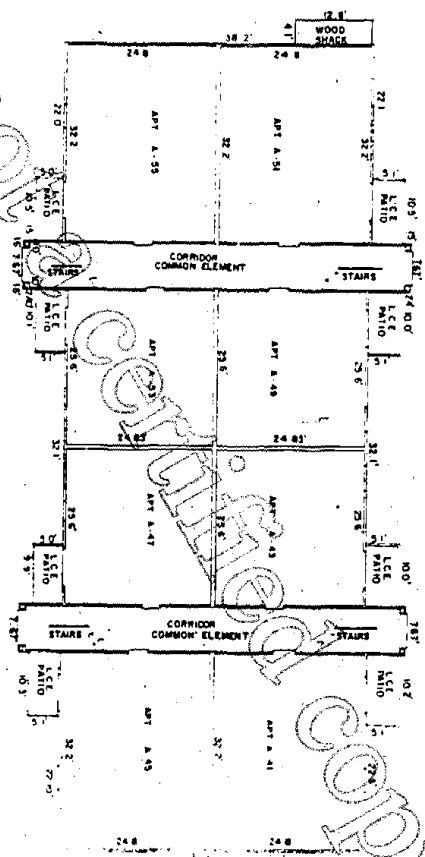
UNIT, FLOOR PLAN
AND DRAWING
IMPROVEMENTS
EXHIBIT - C

NO DATE REVISION

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DATE 08/25/97
BY SJC

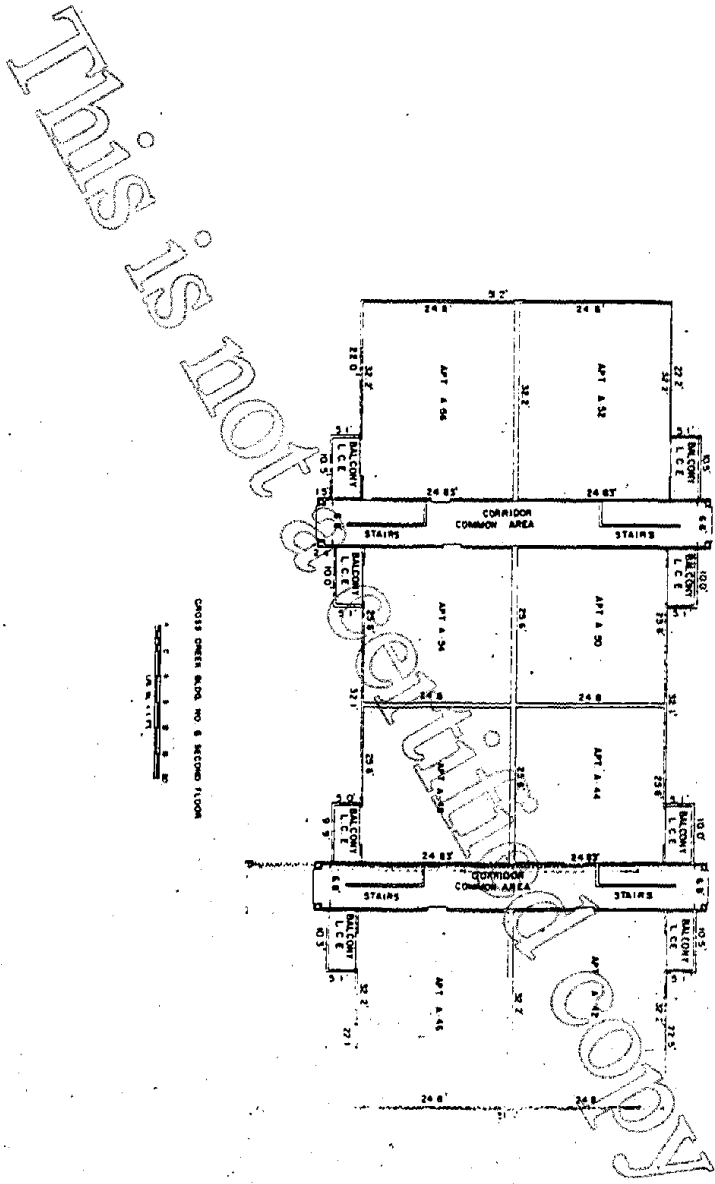
83262 P1860

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CROSS CREEK, BLDG. NO. 8, FIRST FLOOR

FOR: CROW - TERWILIGER CO.		P/B POST BOCKLEY SCHEIDT & JERRIGAN, INC. <small>CONSULTING ENGINEERS AND ARCHITECTS</small>		DECLARATION OF CONDOMINIUM OF "CROSS CREEK"		SIGNED, FIDELIUM AND DATED THIS 11th DAY OF APRIL 1981 EXHIBIT - C1		NO. DATE REVIEWED		PREPARED DATE 11/81	
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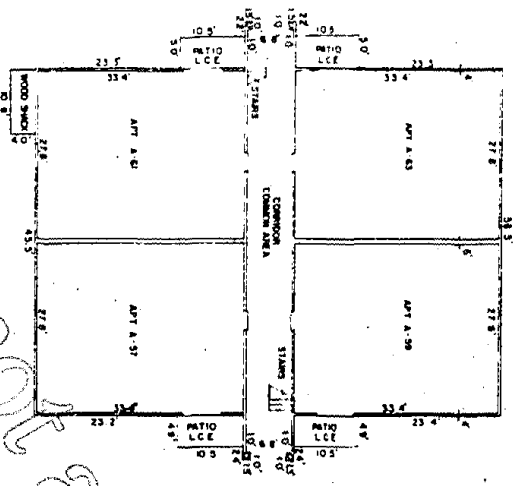
CROSS CREEK CONDO. NO. 8 SECOND FLOOR

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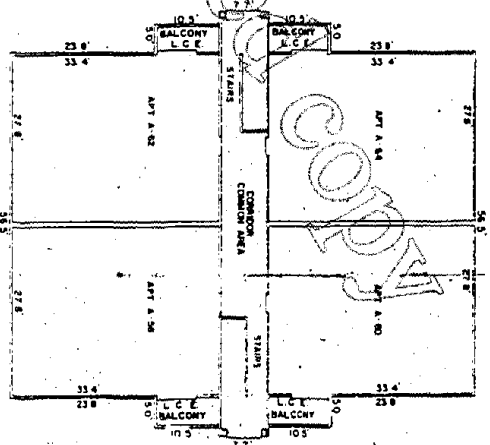
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PLAN NO. B2 DATE 1/17/88		FOR: CROW - TERWILLIGER CO.		P. B. POST, BUCKLEY, SCHUH & JENNIGAN, INC. CONSULTING ENGINEERING AND PLANNERS		DECLARATION OF CONDOMINIUM "CROSS CREEK"		SURVEY, FLOOR PLAN AND DIMENSIONS EXHIBIT - (1)		NO. 1 DATE 1/17/88		NO. 1 DATE 1/17/88	
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APPT. CHECK BOOK NO. 1 SECOND FLOOR



Project No. **22**
 Date **11/10/07**
 Scale **1/8" = 1'-0"**

FOR : **CREW - TERWILLIGER CO.**

T B
 S J
POST, BUCKLEY SCHEU & JENNIFER INC.
 CONSULTING ENGINEERS AND PLANNERS

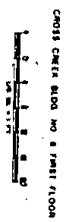
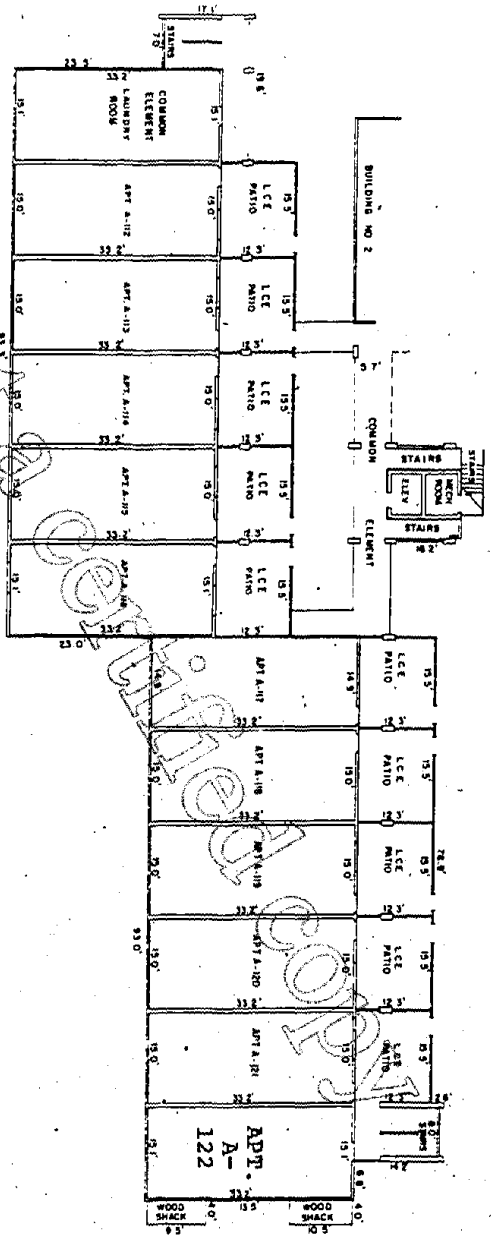
DECLARATION OF CONDOMINIUM
 OF
 "CROSS CREEK"

OWNER'S NOT MEAN
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NO.	DATE	REVISION

PREPARED BY
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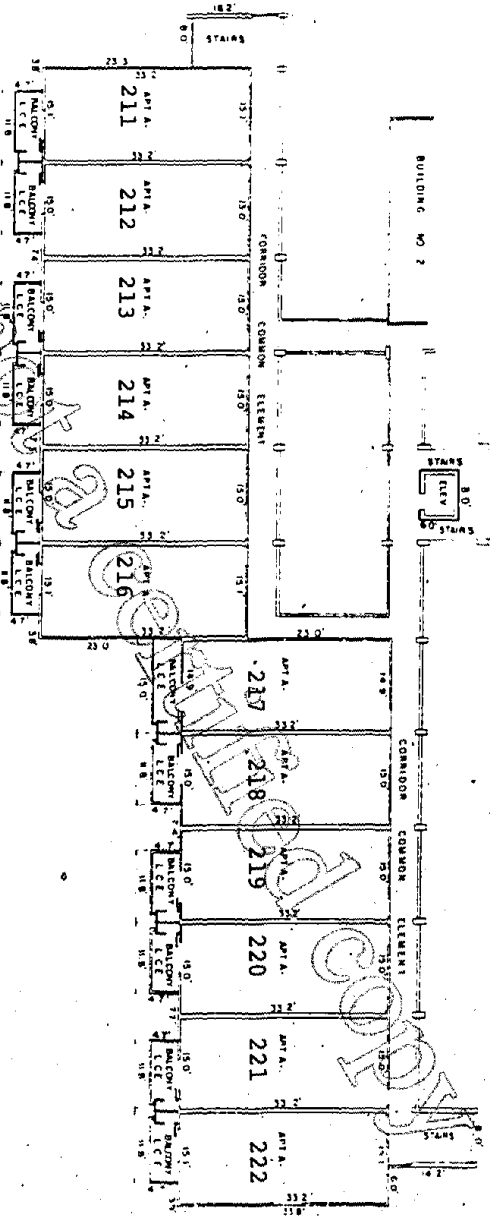
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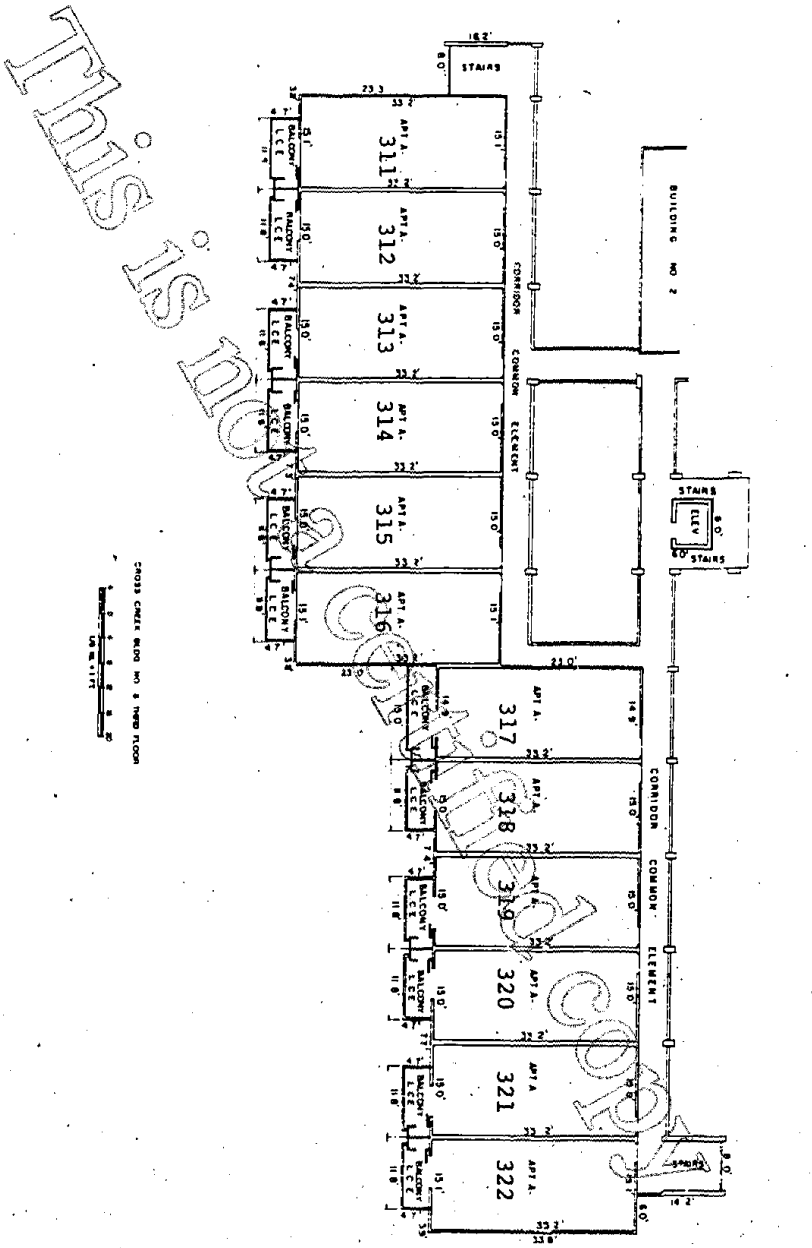
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22 22 22	FOR: CROW - JERWILIGER CO.	P B S J	POST, BRUCKLEY SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS AND ARCHITECTS	DECLARATION OF CONDOMINIUM OF "CROSS CREEK"	SURVEY, FLOOR PLAN AND DEADING DISPOSITION EXHIBIT - (C)	NO. DATE 1 1981 2 1981 3 1981 4 1981 5 1981 6 1981 7 1981 8 1981 9 1981 10 1981 11 1981 12 1981	98-111-06 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981
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CROSS CREEK BLDG. NO. 2 SECOND FLOOR



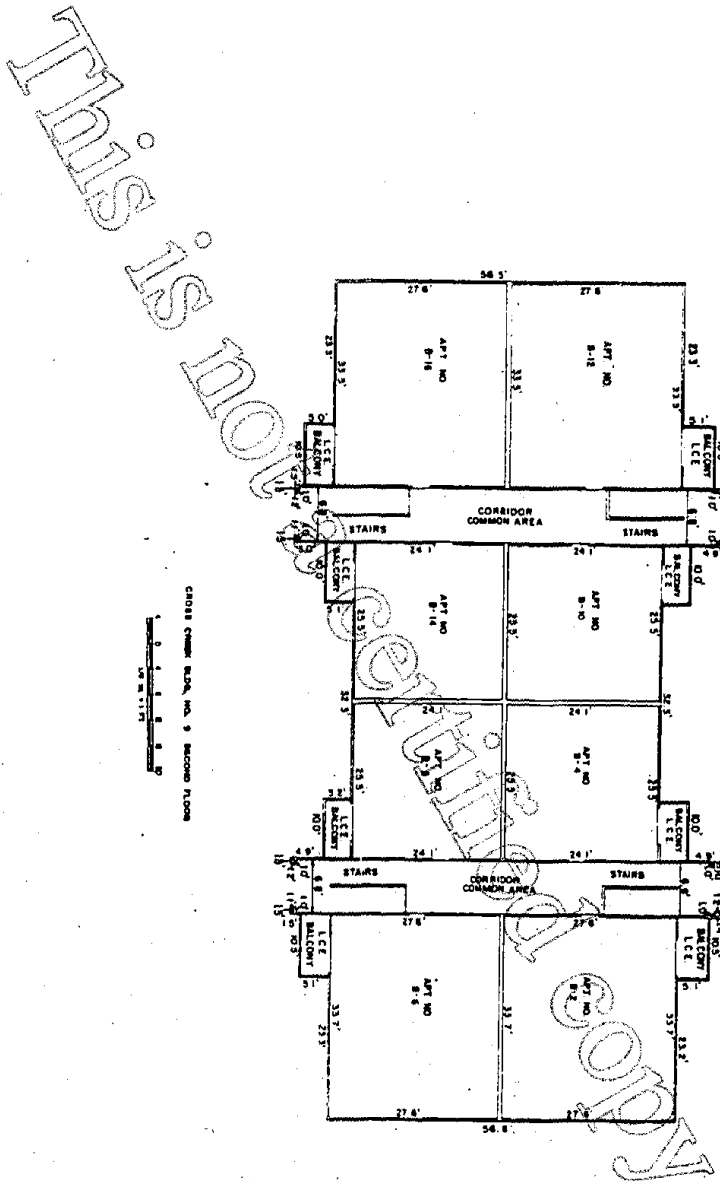


CROSS CHECK REG. NO. 8 NEW YORK
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E.C. 17-18 17-18	FOR: CROW - TERWILLIGER CO.	P.B. S.J. POST, BOCKLEY SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS AND PLUMBERS	DECLARATION OF CONDOMINIUM "CROSS CHECK"	SURVEY, FOOT PATH AND GROUND IMPROVEMENTS EXHIBIT - (C)	NO. DATE	006-22260 JAN 1972 180 37
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Title EE	Date _____	FOR: CROW - TERWILLIGER CO.	Declaration of Condominium "CROSS CREEK"	SHEET, NOT PLAN AND GRAPHIC REPRESENTATION EXHIBIT - (C)	NO. _____ DATE _____	SPECIFICATIONS UNIT # 20237
Project P B	Consultant S J	POST, BOCKLEY, SCHUB & JERNIGAN, INC. CONSULTING ENGINEERS AND PLANNERS				



B3262 P1867

Project Name	AP
Project No.	
Sheet No.	

FOR :
CROW - TERWILLIGER CO.



P B
S J
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
CONSULTING ENGINEERS AND ARCHITECTS

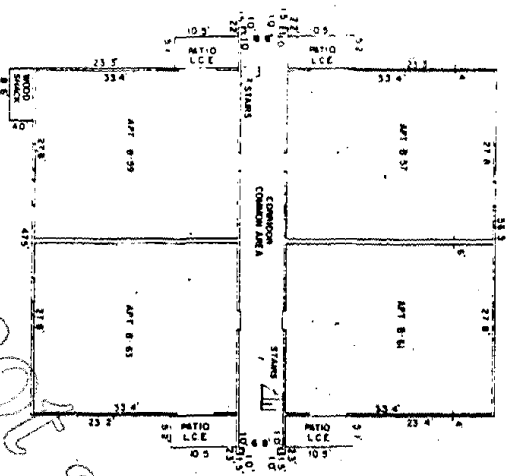
DECLARATION OF CONDOMINIUM
OF
"CROSS CREEK"

SUBJECT FIRST PLAN
AND SECOND
SECTION OF
EXHIBIT - (C)

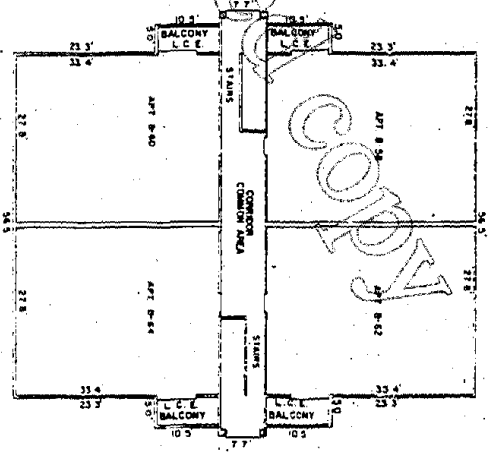
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CROSS CREEK ROAD NO. D FIRST FLOOR

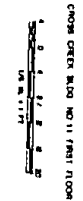
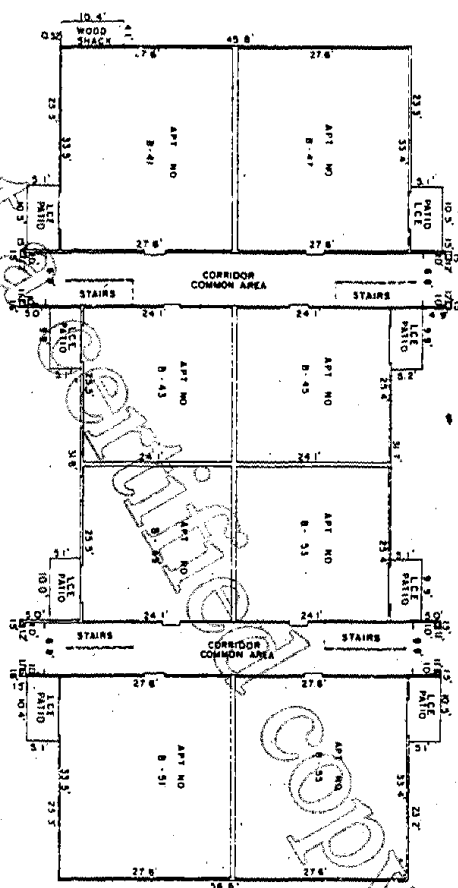


CROSS CREEK ROAD NO. D SECOND FLOOR



FOR: CROW - TERWILIGER CO.		DECLARATION OF CONDOMINIUM "CROSS CREEK"		SURVEY, FLOOR PLAN AND GRAPHS PREPARED BY: POST, BUCKLEY SCHUH & JERNIGAN, INC.	
DATE: 10/27/87		NO.: 27		DATE: 10/27/87	
BY: [Signature]		DATE: 10/27/87		BY: [Signature]	

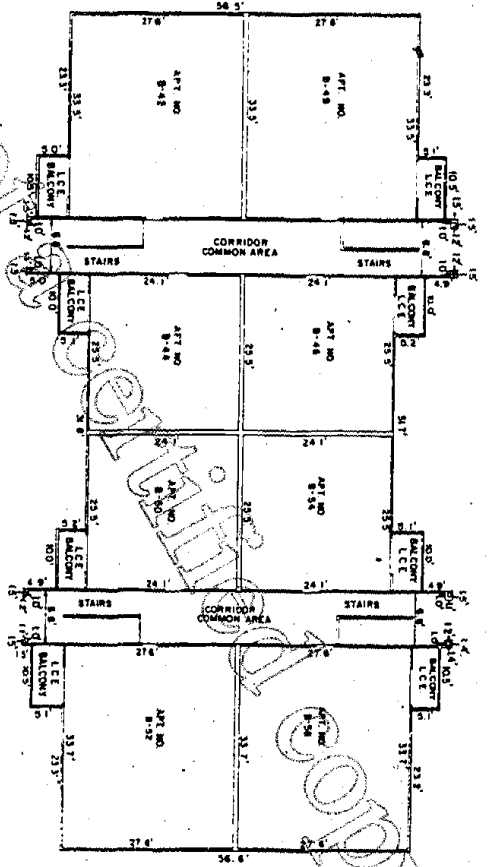
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	FOR: CROW - TERWILLIGER CO.	DECLARATION OF CONDOMINIUM "CROSS CREEK"	SHEET, FLOOR PLAN AND GRADING INFORMATION EXHIBIT - (C)	NO. _____ DATE _____	NO. _____ DATE _____
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UNSAT. FLOOR PLAN
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 IMPROVEMENT
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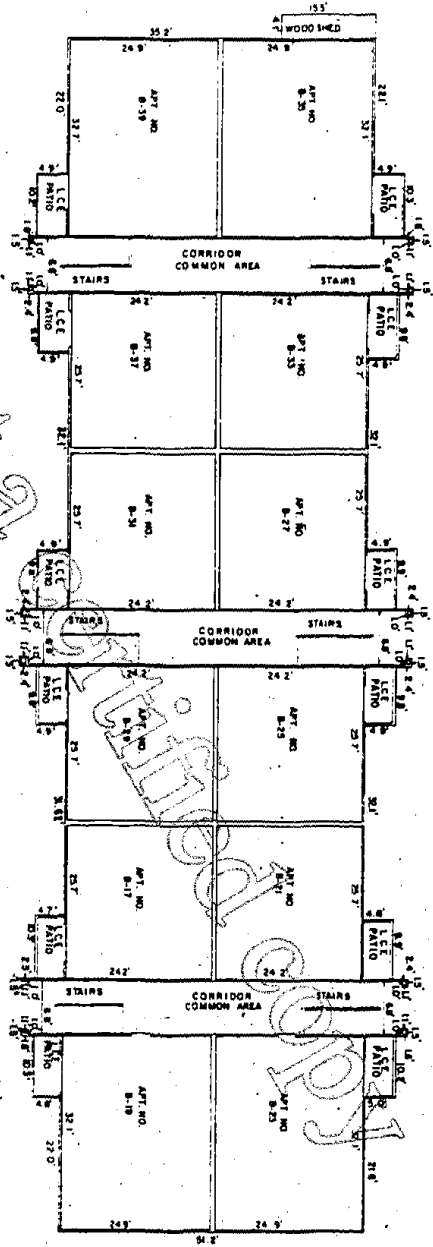
DECLARATION OF CONDOMINIUM
 OF
 "CROSS CREEK"


P B POST, BUCKLEY, SCHUH & JERNIGAN, INC.
 CONSULTING ENGINEERS AND PLANNERS

FOR:
 CROW - TERWILLIGER CO.

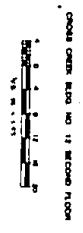
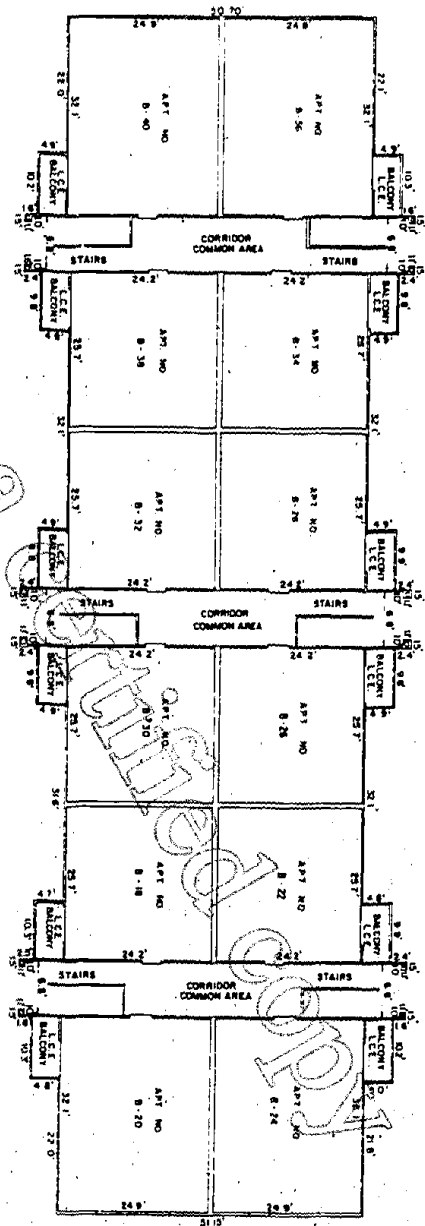
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		FOR: CROW - HERWILGER CO.	P B S J	POST, BOCKLEY SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS AND PLANNERS	DECLARATION OF CONDOMINIUM OF "CROSS CREEK"	SURVEY, NOT PLAN AND DRAWING IMPROVEMENT EXHIBIT - (A)	NO. DATE SECTION	506-222-00 1/27/77 1/27/77
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FOR:
CROW - TERWILLIGER CO.

P B
S J
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
CONSULTING ENGINEERS AND PLANNERS

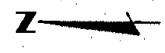
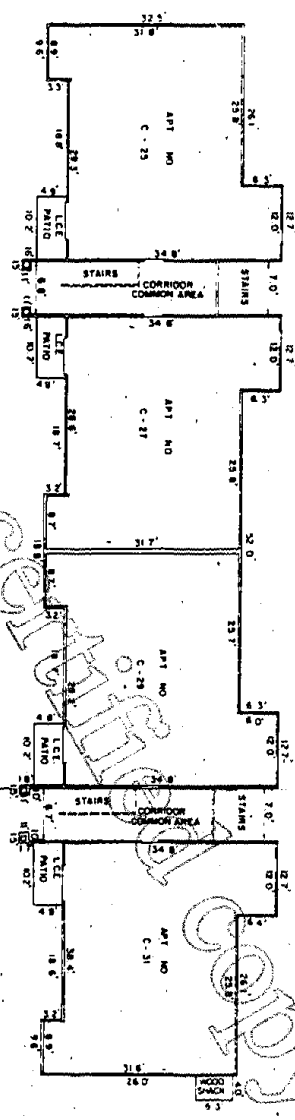
DECLARATION OF CONDOMINIUM
"CROSS CREEK"

UNIT FLOOR PLAN
AND QUANTIFICATION OF
EXHIBIT - (C)

NO.	DATE	REVISION

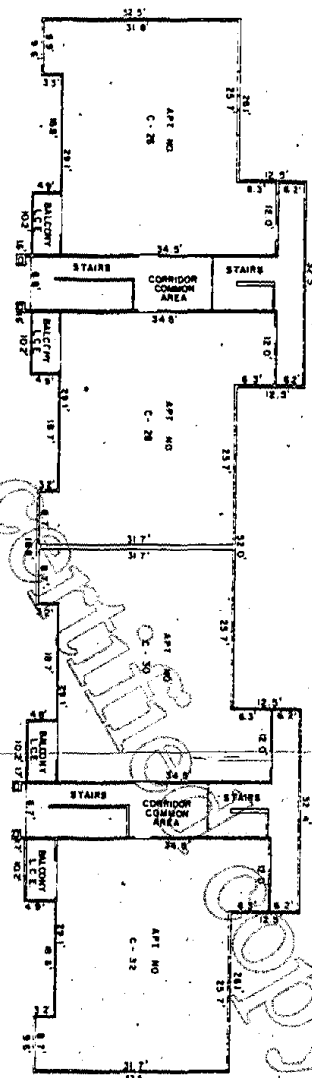
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22 22	FOR: CROW - TERWILIGER CO.	P B S J POST BECKETT, SCHUB & JENNIGAN, INC. CONSULTING ENGINEERS AND PLANNERS	DECLARATION OF CONDOMINIUM "CROSS CREEK"	UNIT FLOOR PLAN AND SEPARATE MESSAGE EXHIBIT - (C)	DATE: _____ REVISION: _____
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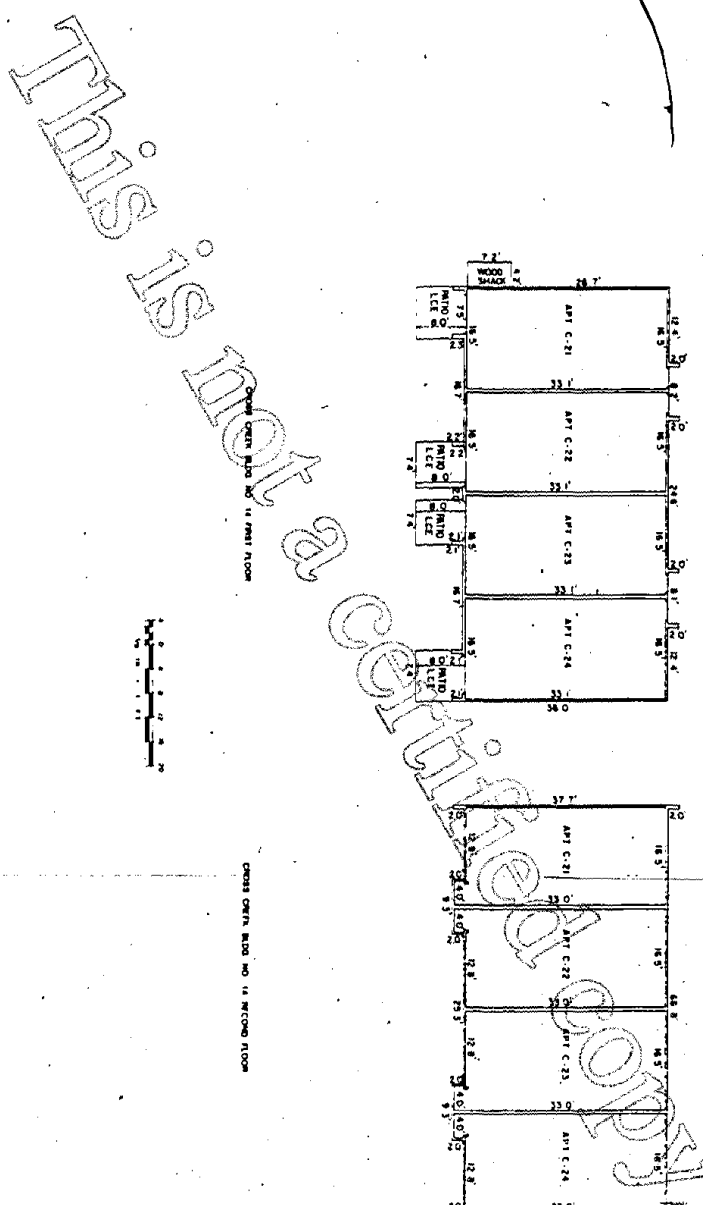
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CROSS CREEK BLDG NO 12 SECOND FLOOR

B3282 P1874

FOR: CROW - TERWILLIGER CO.	P B POST, BUCKLEY, SCHUB & JENNIGAN, INC. CONSULTING ENGINEERS AND PLUMBERS	DECLARATION OF CONDOMINIUM "CROSS CREEK"	SUBMIT FLOOR PLAN AND GARAGE RETROFIT EXHIBIT - (6)	NO. DATE REVIEWER
2006.12.18 2007.01.27				



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EXHIBIT "D"
TO
DECLARATION OF CONDOMINIUM
FOR
CROSS CREEK, A CONDOMINIUM

ARTICLES OF INCORPORATION
OF ASSOCIATION

EXHIBIT "D" CONSISTS
OF 8 PAGES

B3262 P1878

ARTICLES OF INCORPORATION

OF

CROSS CREEK CONDOMINIUM

ASSOCIATION, INC.

A Corporation Not For Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

CROSS CREEK CONDOMINIUM ASSOCIATION, INC. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of CROSS CREEK A CONDOMINIUM (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land; situated in Palm Beach County, Florida, described as:

A certain parcel of land in Block 11, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 28, page 240, Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Beginning at the Southwest corner of said Block 11, run thence North $1^{\circ}11'51''$ E along the West line of Block 11 a distance of 430.09 feet; thence East a distance of 406.25 feet to the beginning of a curve concave to the Northwest having a radius of 15.00 feet and a central angle of $39^{\circ}30'00''$; thence Easterly along the arc of said curve a distance of 10.34 feet to the end of said curve; thence North $50^{\circ}30'00''$ East a distance of 416.39 feet, more or less, to a point in the Westerly right-of-way line of Congress Avenue, said right-of-way being in the arc of a curve concave to the Northeast having a radius of 1735.99 feet and whose local tangent passing through said point bears South $51^{\circ}48'11''$ East; thence Southerly along the said Westerly right-of-way of Congress Ave. and through a central angle of $11^{\circ}31'29''$ a distance of 46.20 feet; thence South $50^{\circ}30'00''$ West a distance of 416.41 feet to the beginning of a curve concave to the Southeast; having a radius of 15.00 feet and a central angle of $50^{\circ}30'00''$, thence Southerly along the arc of said curve a distance of 13.22 feet to the end of said curve; thence South a distance of 50.78 feet to the beginning of a curve concave to the Northeast, having a radius of 15.00 feet and a central angle of $90^{\circ}00'00''$, thence southerly and easterly along the arc of said curve a distance of 23.56 feet

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to the end of said curve; thence East a distance of 781.51 feet to the beginning of a curve concave to the Northwest having a radius of 15.00 feet and a central angle of 147°00'00"; thence Easterly and Northerly along the arc of said curve a distance of 38.49 feet to the end of said curve and a point in the Westerly right-of-way of Congress Avenue; thence South 57°00'00" East along the said Westerly right-of-way line of Congress Avenue a distance of 96.54 feet; thence West a distance of 368.65 feet; thence South a distance of 303.00 feet to the South line of said Block 11, thence west a distance of 972.99 feet, more or less to the Point of Beginning,

and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Palm Beach County, Florida, when the Land, and the improvements now constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms are defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium which may from time to time be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

IV.

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

A. The record owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and 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 Unit; 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 Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided by the By-Laws.

E. Until such time as the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Palm Beach County, Florida, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located in Florida, but the Association may maintain offices 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.

VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, 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 a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VIII.

The number of members on the first Board of Directors shall be three. The number of members of succeeding Boards of Directors shall be five, or as otherwise provided for from time to time by the By-Laws, and they shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. At least a majority of the members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers or employees of a corporate member of the Association.

When (but not before) Unit owners other than CROW CROSS CREEK (the "Developer"), a Florida general partnership, own fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, a majority of the members of the Board of Directors three years after sales by the Developer have been closed of fifty percent (50%), but less than ninety percent (90%), of the Units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed, and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members of the Board of Directors which Unit owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least twelve (12) Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Association. After Unit

owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer.

IX.

The Board of Directors shall elect and may by majority vote separate or remove from office President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, 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.

X.

The names and addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office until the annual meeting of the Association in the year 1981, and thereafter until their successors are selected and have qualified, are as follows:

J. Ronald Terwilliger	Cosmopolitan North, Suite 210. 6135 Barfield Road Atlanta, Georgia 30328
J. Gostel, Jr.	Cosmopolitan North, Suite 210 6135 Barfield Road Atlanta, Georgia 30328
David J. Elwell	Cosmopolitan North, Suite 210 6135 Barfield Road Atlanta, Georgia 30328

XI.

The Subscribers to these Articles of Incorporation are the persons herein 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 X hereof.

XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

President	-	J. Ronald Terwilliger
Vice President and Asst. Secretary-		J. Gostel, Jr.
Secretary and Treasurer	-	David J. Elwell

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the Subscribers to these Articles of Incorporation at a meeting at which a majority of the Subscribers is present, and, thereafter, the By-Laws may be amended, altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association at a duly called and held meeting thereof.

XIV.

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 hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or 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 or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, 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 or amendments 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 United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than twenty-three (23) Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to

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file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this day of , 1980.

J. Ronald Terwilliger

J. Gostel, Jr.

David J. Elwell

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This is not a certified copy

EXHIBIT "E"
TO
DECLARATION OF CONDOMINIUM
FOR
CROSS CREEK, A CONDOMINIUM

BY-LAWS OF ASSOCIATION

EXHIBIT "E" CONSISTS
OF 12 PAGES

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BY-LAWS
OF
CROSS CREEK CONDOMINIUM ASSOCIATION, INC.
A Corporation Not For Profit

I. IDENTIFY.

A. These are the By-Laws of CROSS CREEK CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on _____ . The Association has been organized for the purpose of administering the operation and management of CROSS CREEK A CONDOMINIUM (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Palm Beach County, Florida, described as:

A certain parcel of land in Block 11, FLAMING WATERS COUNTRY CLUB, according to the plat thereof recorded in Plat Book 28, page 240, Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Beginning at the Southwest corner of said Block 11, run thence North $1^{\circ}11'51''$ E along the West line of Block 11 a distance of 430.09 feet; thence East a distance of 406.25 feet to the beginning of a curve concave to the Northwest having a radius of 15.00 feet and a central angle of $39^{\circ}30'00''$; thence Easterly along the arc of said curve a distance of 10.34 feet to the end of said curve; thence North $50^{\circ}30'00''$ East a distance of 416.39 feet, more or less, to a point in the Westerly right-of-way line of Congress Avenue, said right-of-way being in the arc of a curve concave to the Northeast having a radius of 1735.99 feet and whose local tangent passing through said point bears South $51^{\circ}48'11''$ East; thence Southerly along the said Westerly right-of-way of Congress Ave. and through a central angle of $11^{\circ}31'29''$ a distance of 46.20 feet; thence South $50^{\circ}30'00''$ West a distance of 416.41 feet to the beginning of a curve concave to the Southeast, having a radius of 15.00 feet and a central angle of $50^{\circ}30'00''$; thence Southerly along the arc of said curve a distance of 13.22 feet to the end of said curve; thence South a distance of 50.78 feet to the beginning of a curve concave to the Northeast, having a radius of 15.00 feet and a central angle of $90^{\circ}00'00''$; thence Southerly and Easterly along the arc of said curve a distance of 23.56 feet to the end of said curve; thence East a distance of 781.51 feet to the beginning of a curve concave to the Northwest having a radius of 15.00 feet and a central angle of $147^{\circ}00'00''$; thence Easterly and Northerly along the arc of said curve a distance of 38.49 feet to the end of said curve and a point in the Westerly right-of-way of Congress Avenue; thence South $57^{\circ}00'00''$ East along the said Westerly right-of-way line of Congress Avenue a distance of 96.54 feet; thence West a distance of 368.65 feet; thence South a distance of 303.00 feet to the

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South line of said Block 11, thence west a distance of 972.99 feet, more or less to the Point of Beginning.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium (the "Declaration") which will be recorded in the Public Records of Palm Beach County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at 1500 North Congress Avenue West Palm Beach, Florida 33401 or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), 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 natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary

Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit 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.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in West Palm Beach, Florida as may be specified in the notice of the meeting, at 10:00 A.M. on the second Wednesday in March of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding regular business day.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units.

C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Each notice of a regular or the annual meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting. If any meeting of Members cannot be held because a Quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

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D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

IV. BOARD OF DIRECTORS.

A. The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles; succeeding Boards of Directors shall consist of five (5) persons. At least the majority of each succeeding Board of Directors shall be Members of the Association, or shall be authorized representatives, officers or employees of a corporate Member of the Association. When Unit owners other than CROW CROSS CREEK, (the "Developer"), a Florida general partnership but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. The Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of the By-Laws, not less than nor more than a majority of the members of the Board of Directors, three (3) years after sales by the Developer have been closed on fifty percent (50%) but less than ninety percent (90%) of the Units that ultimately will be operated by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect in the manner provided in Paragraph B, Article IV of these By-Laws the members of the Board of Directors which other Unit owners are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium; and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the

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ordinary course of business at least twelve (12) Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of a written waiver; and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit owner.

B. Directors shall be elected in the following manner:

- (1) Commencing with the election of the first Board to succeed the Board comprised of the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.
- (2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a plurality of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.
- (3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.
- (4) If, at the time of the first annual meeting of members, Unit owners other than the Developer are entitled to elect some or all of the Directors, the terms of office of not more than three such Directors receiving the highest plurality of votes shall be two years, and the terms of office of the remaining Director or Directors elected by the next highest plurality of votes shall be one year. If, at the time of the first annual meeting of members, Developer is entitled to designate some or all Directors, Developer shall have the right to designate for two year terms that number of Directors which, together with the Directors elected by other Unit owners, if any, total three Directors. The remaining Director or Directors designated

by the Developer shall have terms of office of one (1) year; the intention being that terms of office of Directors be staggered after the first annual meeting, with up to three Directors elected by Unit owners other than the Developer to serve the initial two year terms. Thereafter, as many Directors shall be elected, or designated by the Developer as the case may be, for two year terms, as there are regular terms of office of Directors expiring at such times. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

(5) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.

- (6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in building of the Condominium at least forty-eight (48) hours prior to said meeting, unless an emergency exists which prevents the giving of such notice.

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than

three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram; which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) hours prior to said meeting unless an emergency exists which prevents the giving of such notice.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, 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.

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

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

- (1) Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, and to use the proceeds of assessments in the exercise of the powers and duties of the Association;
- (2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;
- (3) Repair and reconstruct improvements after casualty;
- (4) Make and amend regulations governing the use of the property, real and personal, in the Condominium; provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

- This is No. 1000
- (5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association are and shall be authorized to approve (but not disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;
 - (6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;
 - (7) Enter into contract with any person, firm or entity for the operation, maintenance or repair of the condominium property; provided that, any such contract shall not be in conflict with the powers and duties of the association or the rights of unit owners as provided in the Condominium Act, and the Articles or Bylaws of the Association;
 - (8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;
 - (9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;
 - (10) Carry insurance for the protection of the members and the Association against casualty and liability;
 - (11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units;
 - (12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

J. The first Board of Directors of the Association shall be comprised of the three (3) subscribers to the Articles, who shall serve until their successors are designated by Developer or elected at the annual meeting of the Members in the year 1981. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors may be removed from office in the manner provided by law for the removal of directors of Florida corporations not for profit.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

VI. OFFICERS.

A. 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. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary properly to manage the affairs of the Association. Officers may be removed from office by the Board.

B. 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, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the

Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

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

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, 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 the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements; wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, 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 Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before November 1 of the year prior to the year for which the budget is made. 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 precedent to the effectiveness of the budget and assessments levied 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.

C. A copy of the proposed annual budget of the Association shall be mailed to the Unit 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 Unit owners. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting Unit 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 two-thirds (2/3) of the whole number of votes of all Unit owners. The Board may in any event first propose a budget to the Unit 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 Unit owners, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof.

D. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation for reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or in respect of anticipated expenses by 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 Condominium property. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of the whole number of votes of all Unit owners.

E. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. Unit owners shall be liable to pay assessments not less often than quarterly. 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.

F. All sums collected by the Association from all assessments against all Units in the Condominiums may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.

G. 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. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

H. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

I. Fidelity bonds may be required by the Board from all officers, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

VIII. PARLIAMENTARY RULES.

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

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth, provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant and a copy of such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of CROSS CREEK CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the day of, 1980.

Dated:

, Secretary

APPROVED:

, President

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RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

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