

BY-LAWS

OF

THE CROSSINGS OF BOYNTON BEACH CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation Not For Profit

1. GENERAL

a. Identity. These are the By-Laws of THE CROSSINGS OF BOYNTON BEACH CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the office of the Secretary of State. The corporation has been organized for the purpose of administering THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, located upon lands in Palm Beach County, Florida.

b. Office. The office of the Association shall be at Federal Highway and N.E. 22nd Avenue, Boynton Beach, Florida 33435, or such other place as the Board of Directors may determine from time to time.

c. Fiscal Year. The fiscal year of the corporation shall be the calendar year.

d. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Seal" and the year of incorporation.

2. MEMBERS.

a. Qualification. The members of the Association shall consist of all of the record owners of condominium parcels of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM.

b. Change of Membership. After receiving the approval of the Association as required by the Declaration, change of membership in the Association shall be established by recording in the Public Records, a deed or other instrument establishing a record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument. The owner designated by such instrument thereby shall become a member of the Association; and the membership of the prior owner thereby shall terminate.

c. Voting Rights. The members of Association shall be entitled to cast one vote for each apartment owned by them.

d. Designation of Voting Representative. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change of the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

(e) Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the applicable Declaration or these By-Laws.

(f) Restraint upon Assignment of Shares in Assets. The share 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 his apartment.

3. MEMBERS' MEETINGS.

a. Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association at 7:30 P.M. Eastern Standard Time, on the second Wednesday of March of each year for the purpose of electing directors and for the transaction of such other business authorized to be transacted by the members. If the day fixed for the annual meeting shall be a legal holiday, the meeting shall be held at the same hour on the next succeeding business day which is not a holiday. The annual meeting may be waived by unanimous agreement, in writing, of the members.

b. Special Members' Meetings. Special members' meetings may be called by the President, the Board of Directors or members entitled to cast seventy-five percent (75%) of the votes of the entire membership. In addition, two special meetings may be called pursuant to Section 718.112 (2) (f) and 2 (g) upon the Petition of 10% of the members.

c. Notice of all Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by obtaining the post office certificate of mailing. Notice of meeting may be waived before or after meetings. In addition, said written notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting.

d. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the applicable Declaration or these By-Laws. 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 member for the purpose of determining a quorum.

e. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before appointed time of the meeting or any adjournment thereof.

f. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

g. Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of Officers.
- (5) Reports of committees.
- (6) Election of Directors.
- (7) Unfinished business.
- (8) New business.

B4071 P1233

(9) Adjournment.

h. Proviso. Provided, however, that until the Developer has completed and sold all of the apartments in THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM, or until the Developer (or Developer's Successor) terminates its control of the condominium, whichever shall first occur, the proceedings of all meetings of the members of the Association shall be subject to approval of the Developer (or Developer's Successor). In the event of a conflict between the Proviso and any validly held special Members' meetings called pursuant to Section 718.112 (2) (f) and 2 (g), said special members' meetings shall be effective whether or not approved by DEVELOPER.

4. BOARD OF DIRECTORS.

a. Membership. The affairs of the Association shall be managed by a Board of Directors.

(1) The number of directors shall never be less than three (3). The number of Directors may vary from year to year based on the action of the members, however, unless the members shall determine otherwise, the number shall be equal to three (3).

(2) Each director shall be a person entitled to cast a vote in the Association.

b. Nominations. A nominating committee of five (5) members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting.

(1) The nominating committee shall nominate the number of candidates equal to the number of directors to be elected.

(2) Additional nominations may be made from the floor of the meeting, but each such nomination shall specify whether the person nominated shall stand for election.

c. Election. Election of directors shall be conducted in the following manner:

(1) Election of directors shall be held at the annual members' meeting.

(2) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast. There shall be no cumulative voting.

d. Removal of Directors. Any directors may be removed by concurrence of a majority vote or agreement in writing by a majority of all members of the Association. Removal may be with cause or without cause.

e. Vacancies. All vacancies between annual meetings of members shall be filled by the remaining directors provided.

f. Proviso. Notwithstanding Section 4, Developer (or Developer's Successor) shall designate and control the initial Directors and fill vacancies on the initial Board of Directors. Directors need not be unit owners; however, transfer of control shall take place as follows:

(1) When unit owners other than the Developer own 15 percent or more of the units in the condominium (all phases), the unit owners other than the Developer shall be entitled to elect one-third of the members of the board of directors of the Association. Unit owners other than the Developer are entitled to elect a majority of the members of the board of directors of an Association:

(a) Three years after 50 percent of the units (all phases) have been conveyed to the purchasers.

(b) Three months after 90 percent of the units (all phases) have been conveyed to the purchasers.

B4071 P1234

(c) When all the units (all phases) have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the board of directors of the association as long as the Developer holds for sale in the ordinary course of business at least five percent of the units ultimately to be operated by the Association.

(2) Within 60 days after the unit owners other than the Developer are entitled to elect a member or members of the board of administration of the Association, the Association shall call, and give not less than thirty (30) days or more than 40 days notice of, a meeting of the unit owners to elect the members of the board of directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

(3) If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Assessment of the Developer as a unit owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

(4) Prior to, or not more than sixty (60) days after, the time that unit owners other than the Developer elect a majority of the members of the board of administration of the Association, and the unit owners shall accept control.

5. POWERS AND DUTIES OF BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, the Declaration, the Articles of Incorporation and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors, or employees, subject only to approval by apartment owners when such approval is specifically required. The powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration and these By-Laws:

a. Assessments. To make and collect assessments against members to defray the costs and expenses of the condominium properties and the share of the Master Association's costs and expenses allocable to this Condominium Unit Owners.

b. Disbursements. To use the proceeds of assessments in the exercise of its powers and duties.

c. Maintenance. To maintain, repair, replace and operate the condominium properties.

d. Insurance. To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.

e. Reconstruction. To reconstruct improvements after casualty and further improve the condominium properties.

f. Regulation. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration. Rules and regulations of the Association, until amended, shall be as set forth in Schedule "A" attached hereto.

B4071 P1235

g. Approval. To approve or disapprove the transfer, mortgage and ownership of apartments in the manner provided by the Declaration.

h. Management Contract. To contract for management of THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the applicable Declaration or these By-Laws to have approval of the board of directors or the membership of the Association or the owners within the condominium.

i. Acquire Interests. To acquire and enter into agreement whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

j. Enforcement. To enforce by legal means the provisions of the Condominium Act, the applicable Declaration, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in the Condominium.

k. Purchase Apartments. To purchase apartments in the condominium, subject to the provisions of the applicable Declaration.

6. OFFICERS.

a. Officers and Election. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer and Secretary (Assistant Secretary, optional), all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person who may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

b. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of an association, 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 serve as chairman of all board and members' meetings.

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

d. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. 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 an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

e. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. 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. Compensation. The compensation of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Developer shall receive any compensation for his services as such.

g. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel 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, or any settlement thereof, 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 a settlement, the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the applicable Declarations shall be supplemented by the following provisions:

a. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(1) Current Expenses. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to reserves.

(2) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(3) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

b. Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and may provide funds for the foregoing reserves.

c. Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the 1st day of each month until charged by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the 1st day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the board of directors. Until the first annual assessment shall be determined by the board of directors of the association, assessments shall be as estimated by the Developer.

d. Depository. The depository of the Association will be such banks and/or savings and loan associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such amounts shall be only by checks signed by such persons as authorized by the directors. Provided, however, that the provisions of a management agreement between the Association and a manager with respect to depositories shall supersede the provisions hereof.

B4071 P-1237

e. Fidelity Bonds. Fidelity bonds shall be required on all officers or directors who control or disperse funds of the Association. The premiums on such bonds shall be paid by the Association. Provided, if Section 718.407 (2)(a) Florida Statutes as amended from time to time shall not require fidelity bonds, the same may be waived by affirmative vote of the Board of Directors.

8. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these By-Laws:

9. AMENDMENT. The By-Laws may be amended in the manner set forth in the Declaration.

10. DEFINITIONS.

a. The definitions contained in the Condominium Act are hereby adopted to the extent that such definitions are applicable to these By-Laws.

b. The term "Developer" means SPH ASSOCIATES, a general partnership, their successors and assigns.

c. The term "THE CROSSINGS OF BOYNTON BEACH, A CONDOMINIUM" means the condominium described herein.

d. The term "association" means THE CROSSINGS OF BOYNTON BEACH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

11. FINANCIAL INFORMATION. The officers shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws or other rules of the condominium and the books, records and financial statements of the Association. "Available" means available for inspection, upon reasonable request during normal business hours. Further, any holder of a first mortgage on a unit shall be entitled upon prior written request, to a copy of the Association's Financial Statements for the immediately preceding fiscal year.

12. LENDER'S NOTICES. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder or insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

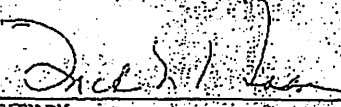
(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject first to a first mortgage held, insured or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

This provision is given to benefit the requests by mortgage holders, insurer or guarantor, only, and failure to give said notice shall not be a defense as to the unit owner.

The foregoing were adopted as the By-Laws of THE CROSSINGS OF BOYNTON
BEACH 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
OCT. 1, 1983.


SECRETARY

-B-6-

B4071 P1239

SCHEDULE "A" TO BY-LAWS OF
THE CROSSINGS OF BOYNTON BEACH CONDOMINIUM ASSOCIATION, INC.
BEING ITS INITIAL RULES AND REGULATIONS

1. The sidewalks, entrances, halls, corridors and stairways of apartment buildings shall not be obstructed or used for any other purpose than ingress to and egress from apartment units, without prior written consent of the Association if such notice is provided for in the Declaration.

2. No articles shall be placed in or on any of the corridors, walls or stairways in any building nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors of an apartment building; except if prior written consent of the Association is given, if such consent is provided for in the Declaration.

3. Children shall not be permitted to play in the walks, corridors, or stairways of any apartment building.

4. None of the common elements of the Condominium shall be decorated or furnished by any apartment owner or resident, except if the Declaration specifically grants the Association the right to authorize same, and if so, only if such written consent is given by the Association.

5. Apartment owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, subject to the provisions of the Declaration of Condominium.

6. No apartment owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11 P.M. and the following 8 A.M. if the same shall disturb or annoy the other occupants of the building.

7. All garbage and refuse are to be deposited only in the facilities provided in each apartment building for that purpose.

8. Cooking shall be permitted in a private courtyard, balcony or terrace of an apartment, provided the same shall not disturb neighbors.

9. All doors leading from the apartment to common elements shall be closed at all times except when in actual use for ingress and egress to and from common elements.

10. The Manager (or agent of the Association) shall at all times have a passkey to each apartment. No apartment owner shall alter any lock nor install any new lock on any doors leading to his apartment without the consent of the Manager and if such consent is given, the Manager shall be provided with a key.

11. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall be used for the purpose of parking fourwheeled motor vehicles originally manufactured as passenger, small pick up trucks and vans no larger than a passenger car. They shall not be used for the storage of boats, inoperative automobiles, recreation vehicles, campers, or any purpose whatever other than parking facilities, as aforesaid. An apartment owner may not lease or assign his automobile parking space except in conjunction with a lease of his apartment, which lease has been approved in accordance with the provisions of the applicable Declaration of Condominium.

12. Complaints regarding the service of the Condominium shall be made in writing to the Board of Directors (or to the Manager, if any).

B4071 P1240

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13. Apartment owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, equipment rooms, or power rooms of any building.

14. There shall not be kept in any apartment any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

15. The use of recreational facilities to the extent they are built and available for use shall at all times be subject to such rules and regulations as the Board of Directors may establish and those of any umbrella subdivision association in which the Association participates.

16. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of the Association. Payments of regular assessments are due on the first day of each month and if delinquent, are subject to charges, as provided in the Declaration. Such charges may not be waived by the Manager or Association.

17. No apartment owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association nor shall he attempt to send any of such employees upon private business of such apartment owner or resident.

18. No outdoor television or radio antennas shall be permitted, except within specific consent of the Association, which consent may be arbitrarily withheld.

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

**PROPOSED AMENDMENT TO THE BY-LAWS OF
THE CROSSINGS OF BOYNTON BEACH CONDOMINIUM ASSOCIATION, INC.**

The original By-Laws of The Crossings of Boynton Beach Condominium Association, Inc., were recorded in Book 4071, Page 1231 of the Public Records of Palm Beach County, Florida.

Words added are underlined; words deleted are ~~stricken~~:

Item 1. A new paragraph (3) is added to Article 4.a of the By-Laws as follows:

(3) Each nominee for a director position shall be current in payment of assessments by the time the ballot is mailed or the person's name shall not be included on the ballot. Any director who is delinquent in payment of assessments shall be deemed suspended from their director position until such time as the person pays all assessments, interest, late charges and attorney's fees owing to the Association.