

EXHIBIT "G"
TO
DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
CROSS CREEK LAKE ESTATES,
A SUBDIVISION

BYLAWS
OF
CROSS CREEK LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC.

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BYLAWS
OF
CROSS CREEK LAKE ESTATES
PROPERTY OWNERS' ASSOCIATION, INC.

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TABLE OF CONTENTS

<u>Article Description</u>	<u>Page</u>
I. Definitions	
Section 1. Definitions.....	1
II. Location and Powers	
Section 1. Principal Office.....	2
Section 2. Association Powers.....	2
III. Membership	
Section 1. Membership.....	4
Section 2. Payment of Assessments.....	4
Section 3. Recording Meetings.....	4
Section 4. Right to Assemble.....	4
IV. Board of Directors	
Section 1. Directors.....	4
Section 2. Removal of Director.....	4
Section 3. Organization Meeting.....	4
Section 4. Meetings.....	5
Section 5. Notice of Board Meetings.....	5
Section 6. Voting; Quorum.....	5
Section 7. Member Participation.....	5
Section 8. Minutes.....	5
Section 9. Resignation.....	5
Section 10. Committees.....	6
Section 11. Association Funds.....	6
V. Officers	
Section 1. Officers.....	6
Section 2. President.....	6
Section 3. Vice President.....	7

Section 4. Chairman at Meetings In Absence of President or
 Vice President 7
 Section 5. Secretary..... 7
 Section 6. Treasurer 7

VI. Meetings of Members

Section 1. Annual Meetings..... 7
 Section 2. Special Meetings..... 7
 Section 3. Notice of Meeting 8
 Section 4. Quorum 8
 Section 5. Proxies 8
 Section 6. Parliamentary Rules 8
 Section 7. Waiver of Notice..... 8
 Section 8. Minutes 8
 Section 9. Right to Attend and Speak9

VII. Books, Papers and Budget

Section 1. Documents Available to Members..... 9
 Section 2. Fiscal Year 9
 Section 3. Depositories 9
 Section 4. Records 9
 Section 5. Annual Statement.....11
 Section 6. Insurance11
 Section 7. Seal.....11
 Section 8. Budget11

VIII. Transition of Control.....11

IX. Amendments

Section 1. Amendments12
 Section 2. Conflict12

X. Rules of Construction

Section 1. Severability12
 Section 2. Gender and Number12
 Section 3. Headings and Subtitles.....13

BYLAWS
OF
CROSS CREEK LAKE ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

A Corporation Not for Profit Under the Laws of the State of Florida

ARTICLE I
DEFINITIONS

Section 1. Definitions. The following words when used in these Bylaws (unless the context shall prohibit) shall have the following meanings:

(a) "Assessment" means and refers to a share of the funds required for payment of the expenses of the Association, which funds shall be assessed against a Lot Owner from time to time.

(b) "Association" means and refers to the Cross Creek Lake Estates Property Owners' Association, Inc., a Florida not-for-profit corporation.

(c) "Declaration" means and refers to the Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates, a subdivision as recorded in the Public Records of Indian River County, Florida, and as the same may be amended from time to time.

(d) "Developer" means and refers to Cross Creek Lake Estates, Inc., a Florida Corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned by written instrument recorded in the Public Records of Indian River County, Florida. The Developer may assign only a portion of its rights, hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment of its rights, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. A lot purchaser, lot owner or a lot mortgagee shall not be deemed to be the Developer by the mere act of purchase or mortgage of a lot.

(e) "Entitled to Vote" means and refers to that lot owner entitled to a vote for a lot at an Association meeting. The votes shall include all Class A and Class B members in the aggregate. If more than one person or legal entity shall own a lot, the owners thereof shall determine among themselves who shall be the member entitled to vote. Said determination shall be manifested upon a voting certificate, signed by all owners of said lot, and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein, all lot owners whether entitled to vote or not are assured of all other privileges, rights, and obligations of Association membership and shall be members of the Association.

(f) "Lot" means and refers to any lot on a Plat (excluding Tracts) of portions of the Property, or by any other recorded plat to be subject to this Declaration (and to the extent the Developer is not the owner thereof, then designated by the Developer joined by the owner thereof), any lot shown upon any resubdivision of any such Plat, and any other property hereafter declared as

a lot by the Developer and thereby made subject to the Declaration. To the extent the Developer is not the owner thereof, then such declaration shall be made by the Developer joined by the owner thereof.

(g) "Member" means and refers to all those owners who are members of the Association as provided in the Declaration.

(h) "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the property, but excluding anyone having an interest in a lot as security for the performance of an obligation. Owner shall include Developer as to each and every lot owned by Developer.

(i) "Plat" means and refers to any plat of Cross Creek Lake Estates, a subdivision, recorded or to be recorded in the Public Records of Indian River County, Florida, together with any plat of additional land made subject to the Declaration and to the jurisdiction of the Association.

(j) "Property" means and refers to the real property described in the Declaration, and such additions thereto, as are now or hereafter made subject to the Declaration and to the jurisdiction of the Association.

ARTICLE II

LOCATION AND POWERS

Section 1. Principle Office. Until changed by vote of the Association Board of Directors, the principle office of the Association shall be located at 10729 U.S. Highway 1, Sebastian, FL 32958.

Section 2. Association Powers. The Association shall have all powers granted to it by law, the Declaration, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors, unless the exercise thereof is otherwise restricted by the aforesaid Declaration, the Articles of Incorporation, these Bylaws, or by law. The aforementioned powers of the Association shall include, but not be limited to the following:

(a) All of the powers specifically provided for in the aforesaid Declaration and Chapters 617 and 720, Florida Statutes, as the same may be amended from time to time;

(b) The power to levy and collect assessments or fees of all kinds as provided in the Articles of Incorporation, these Bylaws, and the Declaration;

(c) The power to expend monies collected for the purpose of paying the expenses of the Association;

(d) The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common areas;

(e) The power to purchase liability and casualty insurance, including the power to insure and keep insured any buildings or improvements on the common areas;

- (f) The power to employ the personnel required for the maintenance, repair, replacement, operation and management of the common areas and the Association;
- (g) The power to pay utility bills for utilities serving the common areas;
- (h) The power to contract for the management of the common areas and the Association; Contracts for over one (1) year must be in writing;
- (i) The power to make reasonable rules and regulations applicable to any or all of the property, to amend the rules and regulations from time to time, and to see that all members are notified of such changes in the rules and regulations as many be enacted;
- (j) The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration, and the rules and regulations duly promulgated by the Association;
- (k) The power to collect delinquent assessments or fees by suit or otherwise, to abate nuisances, and enjoin or seek damages from lot owners for violation of the provisions of the Declaration;
- (l) The power to pay all taxes and assessments which are liens against the common areas or other property owned by the Association, as the case may be, and to assess the same against the members and their lots;
- (m) The power to select depositories for the Association funds, to determine the manner of receiving, depositing and disbursing Association funds, and to determine the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these Bylaws;
- (n) The power to possess, enjoin and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property;
- (o) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration;
- (p) The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Association owned property and common areas. The power to hire and discharge managing agents, and other employees, agents, and independent contractors, including but not limited to attorneys, engineers, architects, surveyors and other professionals to carry out the provisions of the Declaration, the Articles of Incorporation and these Bylaws. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent;

(q) The Association shall accept jurisdiction over, and have the powers and duties imposed with respect to any lands subject to the Declaration, and any additional lands which may hereafter be subjected to the jurisdiction of the Association by any amendment to the Declaration.

ARTICLE III
MEMBERSHIP

Section 1. Membership. Membership of the Association is as set forth in Article III of the Articles of Incorporation of the Association.

Section 2. Payment of Assessments. The rights of membership are subject to the payment of regular and special assessments levied by the Association, the obligation of which assessments are imposed against each owner of, and becomes a lien upon, that portion of the property against which such assessments are made as provided in the Declaration.

Section 3. Recording Meetings. Any Lot Owner may tape record or videotape meetings of the Board of Directors and meetings of Members. The Board of Directors may adopt reasonable rules governing the taping of all meetings.

Section 4. Right to Assemble. The Members shall have the right to peacefully assemble on the common areas and the right to invite public officials or candidates for public office to appear and speak in common areas, subject to reasonable rules and regulations regarding the use of the common areas.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Directors. The Directors of the Association shall be elected at the annual meeting of the members, except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all members entitled to vote who are either present in person or by proxy.

Any member who is not delinquent for ninety (90) days or more on the assessments or a fine may nominate himself or herself to serve as a Director. Any election dispute must be submitted to binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. The Directors shall serve without compensation except as provided in Chapter 720 Homeowners' Associations, Florida Statutes.

Section 2. Removal of Director. Any Director may be removed from office at any time with or without cause by the affirmative majority vote of the Association members entitled to vote.

Section 3. Organizational Meeting. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of members; provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at the time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of the Board so elected, stating the time, place and object of such meeting.

Section 4. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular meetings of the Board of Directors may be held at any place or places within Indian River County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Indian River County, Florida, and at any time.

Section 5. Notice of Board Meetings.

(a) Notice to Directors. No notice to Board members shall be required for regularly scheduled meetings of the Board of Directors. For Board meetings that are not regularly scheduled at least two (2) days prior notice describing the date, time and place of the meeting, and in the case of a special meeting, the purpose(s) of the meeting, shall be given to the Board members by first-class mail, personal delivery, telegram or electronic transmission.

(b) Notice to Members. Except in case of an emergency, at least forty-eight (48) hours notice shall be required to be given of any special or regular meeting of the Board of Directors to the general Association membership by posting a copy of the proposed agenda, date, time, and place of the meeting in a conspicuous place on the property. Alternatively, if notice is not posted, notice of each meeting must be mailed and delivered to each member at least seven (7) days before a meeting. Notice of any Board meeting at which assessments are to be considered shall include a statement that Assessments shall be considered and a statement of the nature of said assessments. Fourteen (14) days notice shall be given to the members of any Board meeting at which assessments or changes in rules and regulations governing the use of parcels in the community will be considered.

Section 6. Voting; Quorum. A quorum of a Board of Directors shall consist of a majority of the required number of directors. Directors may not vote by proxy or secret ballot, except secret ballots may be used to elect officers.

Section 7. Member Participation. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. All members may attend any meeting of the Board of Directors, except for meetings between the Board and its attorney, with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney-client privilege.

Section 8. Minutes. Minutes shall be kept of all meetings of the Association Board of Directors, and the minutes shall be available for inspection by members or their authorized representatives at reasonable times. Minutes shall be kept in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each director present at the meeting must be recorded in the minutes. The Association shall retain said minutes for at least seven (7) years.

Section 9. Resignation. Except as otherwise specified in the Articles of Incorporation, Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies; provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and

new directors are elected. After two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

Section 10. Committees. The Board of Directors may establish any committee it deems appropriate, including a committee to review the qualifications of building contractors to construct homes within the property. A committee exercising some authority of the Board of Directors shall include at least two members of the Board and a committee authorized to spend association funds or to approve architectural decisions shall follow the same notice, quorum and voting requirements as the Board of Directors, shall be open to members of the association and may not vote by proxy or secret ballot. Committees shall conduct their meetings (regular or special), in accordance with the same notice, quorum (majority of committee Members), voting and minutes of meeting requirements as those set forth herein for the Board of Directors. Advisory committees shall follow the same notice, quorum and voting requirements as the Board of Directors.

Section 11. Association Funds. All Association funds held by the Developer shall be maintained separately in the Association's name. The Developer shall not commingle any Association funds with its funds. Reserve and operating funds of the Association shall not be commingled prior to turnover except that the Association may jointly invest reserve funds; provided that, such jointly invested funds shall be accounted for separately. Association funds may not be used by the Developer to defend a civil or criminal action, administrative proceeding, or arbitration proceeding that has been filed against the Developer or directors appointed to the Association Board by the Developer, including when the subject of the action or proceeding concerns operation of the Association, while Developer-controlled.

ARTICLE V

OFFICERS

Section 1. Officers. There shall be a President, at least one Vice President, and a Secretary-Treasurer. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board. The officers shall serve without compensation except as provided in Chapter 720 Homeowners' Associations, Florida Statutes.

Section 2. President. The President shall:

- (a) Act as presiding officer at all meeting of the members of the Association and of the Board of Directors;
- (b) Call special meetings of the Board of Directors and of members;
- (c) Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons;
- (d) Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out; and
- (e) Appoint committees and have an ex-officio membership status on all committees, and

render an annual report at the annual meeting of members.

Section 3. Vice President. The Vice President shall:

- (a) Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent;
- (b) Perform other acts and duties required of the President, in the absence of the President;
- (c) Perform such other duties as may be required by the Board; and
- (d) Sign checks on behalf of the Association in the absence of the President.

Section 4. Chairman at Meetings In Absence of President or Vice President. Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

Section 5. Secretary. The Secretary shall:

- (a) Attend all regular and special meetings of the members of the Association and of the Board of Directors and maintain all records and minutes of proceedings thereof or cause the same to be done;
- (b) Have custody of the corporate seal and affix same when necessary or required; and
- (c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notices of meetings, keep membership books.

Section 6. Treasurer. The Treasurer shall:

- (a) Have custody of all property of the Association, including funds, securities, and evidences of indebtedness;
- (b) Keep the books of the Association in accordance with good accounting practices;
- (c) Provide for collection of assessments; and
- (d) Perform all other duties incident to the office of Treasurer.

The duties of the Treasurer may be fulfilled by an assistant treasure appointed by the Treasurer.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the members shall be held in the month of July in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the members entitled to vote who have a right to vote 30% of all the votes of the entire membership, including Class A and Class B members in the aggregate. All business conducted at a special meeting shall be limited to the purposes described in the notice of the

meeting.

Section 3. Notice of Meetings. Notice of a meeting of the members shall include a copy of the proposed agenda, date, time, and place of the meeting. Said notice shall be given to the Members Entitled to Vote at least fourteen (14) days in advance of the meeting by mail, personal delivery, or electronic notice. Mailed notice shall be by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his/her address with the Secretary, and notices of meetings shall be mailed to her/him at such address. A notice shall set forth the general nature of the business to be transacted and for special meetings, shall set forth the purpose or purposes for which the meeting is called. Notice shall be effective when sent. An affidavit executed by the person providing the notice must be filed with the records of the association as evidence that the notice was given as required.

Section 4. Quorum. The presence in person or by general or limited proxy at the meeting of members entitled to vote 30% of the votes of the membership, including all Class A and Class B members in the aggregate, shall constitute a quorum for any action governed by these Bylaws.

Section 5. Proxies. Proxies must be in writing, dated, state the date, time and place of the meeting for which it was given and must be signed by all record owners of a lot or the person designated in a voting certificate signed by all such owners as the person authorized to cast the vote attributable to such lot.

Any proxy must be filed with the Secretary before the appointed time of each meeting, and such proxy will be valid only for the particular meeting designated in the proxy and as may be lawfully adjourned and reconvened from time to time. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and every proxy shall be revocable, at any time, at the pleasure of the member exercising it. The proxy may be any individual that the member entitled to vote desires to designate whether a member of the Association or not. Proxies may be used to form a quorum. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

Section 6. Parliamentary Rules. Meetings shall be governed by Roberts Rules of Order (latest edition). The individual designated by these Bylaws to preside at a meeting and who is present at that membership meeting or Board of Directors meeting, may select another individual to chair the meeting in that individual's place. The individual asked to chair the meeting may be a member or non-member of the Association. During such time period as the Developer shall control by power of appointment a majority of the Board of Directors, the chairman of any meeting of the Board of Directors or general members may adjourn said meeting upon said chairman's own motion and without a vote of the members entitled to vote or the Directors, as the case may be.

Section 7. Waiver of Notice. Nothing herein shall be construed to prevent a member from waiving notice of a meeting or acting by written agreement without a meeting, on any matter concerning operation of the Association and common areas, and such waiver and action by written agreement are hereby expressly permitted.

Section 8. Minutes. Minutes shall be kept of all meetings of the Association, and the minutes shall be available for inspection by members or their authorized representatives at reasonable times. The Association shall retain said minutes for at least seven (7) years.

Section 9. Right to Attend and Speak. Members shall have the right to attend all meetings of the member and to speak at such meetings regarding all items opened for discussion or included on the agenda for at least 3 minutes on any item, provided that the member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of member statements. Members shall have the right to tape meetings.

ARTICLE VII

BOOKS, PAPERS AND BUDGET

Section 1. Documents Available to Members. The official records of the Association must be open to inspection during normal business hours and available for photocopying by the members or their authorized agents within ten (10) business days after receipt of written request for access. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. If the Association has a photocopy machine available where the records are maintained, it must provide Lot Owners with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association may charge up to fifty cents (\$.50) per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor or association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them. Notwithstanding the above certain Association records are not accessible to Member Lot Owners as provided in Chapter 720 Homeowners' Association, Florida Statutes.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on January 1 of each year; provided, however, that the Board of Directors may adopt a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

Section 3. Depositories. The funds of the Association shall be deposited in a savings and loan association or bank(s) in Indian River County, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and the funds shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

Section 4. Records. The Association shall maintain the following official records of the Association:

- (a) Copies of plans, specifications, permits and warranties, related to improvements constructed on any common areas or other property the Association is obligated to maintain, repair or replace;

- (b) A copy of the By-laws and each amendment thereto;
- (c) A certified copy of the Articles of Incorporation of the Association and all amendments thereto;
- (d) A copy of the Declaration and each amendment thereto.
- (e) A copy of then current rules of the Association;
- (f) Book of minutes of the Association Membership meeting and Board of Directors meetings, which shall be retained for at least 7 years;
- (g) Current roster of all Members, their mailing addresses, parcel identification and telephone number, if known. The Association shall also maintain electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission; provided that such electronic mailing information shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices;
- (h) All current insurance policies or copies thereof, which shall be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. All bids received by the Association for work to be performed must be maintained for a period of 1 year.
- (j) The Association financial and accounting records of the Association kept according to good accounting practices. All financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include:
 - (1) Accurate, itemized and detailed records of all receipts and expenditures.
 - (2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - (3) All tax returns, financial statements, and financial reports of the Association.
 - (4) Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in F.S. §720.401(1).

(l) All other records of the Association not specifically included in the foregoing, which relate to the operation of the Association.

(m) All other records required as provided in Chapter 720 Homeowners' Association, Florida Statutes.

Section 5. Annual Statement. The Board of Directors shall present at each annual meeting of the members, a full and clear statement of the business and condition of the Association. This statement shall include the annual financial report of actual receipts and expenditures.

Section 6. Insurance. The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration.

Section 7. Seal. The seal for this corporation shall have on it, the name of this corporation, the year of incorporation, and words "Florida Not for Profit Corporation" or words of similar effect.

Section 8. Budget. The Board of Directors shall prepare the annual budget that sets out the annual operating expenses. The budget shall be prepared in accordance with the requirements of Chapter 720 Homeowners' Associations, Florida Statutes.

ARTICLE VIII

TRANSITION OF CONTROL

At the time the Members are entitled to elect at least a majority of the Board of Directors of the Association, the Developer shall, at the Developer's expense, within no more than 90 days deliver the following documents to the Board:

- (a) All deeds to common area (property) owned by the Association.
- (b) The original of the Association's Declaration.
- (c) A certified copy of the Articles of Incorporation of the Association.
- (d) A copy of the Bylaws.
- (e) The minute books, including all minutes.
- (f) The books and records of the Association.
- (g) Policies, rules, and regulations, if any, which have been adopted.
- (h) Resignations of Directors who are required to resign because the Developer is required to relinquish control of the Association.
- (i) The financial records of the Association from the date of incorporation through the date of turnover.
- (j) All Association funds and control thereof.

- (k) All tangible property of the Association.
- (l) A copy of all contracts which may be in force with the Association as one of the parties.
- (m) A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others in the current employ of the Association.
- (n) Any and all insurance policies in effect.
- (o) Any permits issued to the Association by governmental entities.
- (p) Any and all warranties in effect.
- (q) A roster of current Owners and their addresses and telephone numbers and section and lot numbers.
- (r) Employment and service contracts in effect.
- (s) All other contracts in effect to which the Association is a party.
- (t) All other documents required by Chapter 720 Homeowners' Association, Florida Statutes.

ARTICLE IX
AMENDMENTS

Section 1. Amendments. These Bylaws may be amended, at a regular or special meeting of the members, by 66-2/3% of the votes of members entitled to vote present and voting in person or by limited proxy; provided that the notice to the members of the meeting discloses the information that the amendment of the Bylaws is to be considered. However, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law. Any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration.

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

ARTICLE X
RULES OF CONSTRUCTION

Section 1. Severability. The invalidity in whole or in part of any Article, section, subsection, sentence, clause, phrase, word or other provision of these Bylaws, shall not affect the remaining portions thereof, and the remaining portions thereof shall be read, as if said invalid, illegal, or unenforceable provision had never been part of these Bylaws.

Section 2. Gender and Number. As used herein, all singular words include the plural, and all plural words include the singular. The use of the feminine, masculine, or neuter gender includes all genders.

Section 3. Headings and Subtitles. All subtitles and section headings used herein are for administrative purposes only and shall not be used for substantive and interpretative purposes.

I HEREBY CERTIFY that the foregoing Bylaws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 5th day of April, 2013.

CROSS CREEK LAKE ESTATES
PROPERTY OWNERS' ASSOCIATION,
INC., a Florida Not-For-Profit Corporation

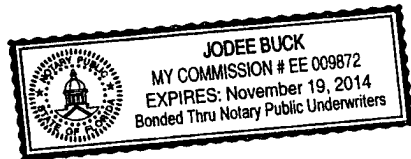
By: *Henry Andrew Fischer*
Henry Andrew Fischer, its President

“SEAL”

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of April, 2013, by Henry Andrew Fischer, as President of the Cross Creek Lake Estates Property Owners' Association, Inc., a Florida-Not-For-Profit Corporation, on behalf of the corporation. He is personally known to me.

SEAL



Jodee L. Buck
Notary Public, State of Florida

Print Name: Jodee L. Buck

My Commission Number is: EE009872

My Commission Expires: 11-19-14