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CERTIFICATE OF AMENDMENT

The undersigned, being the duly elected President of the VILLAS OF CROSS CREEK II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, does hereby certify that at the ANNUAL MEETING of the members held on March 13, 1997 where a quorum was present, after due notice, all resolutions set forth below were approved and adopted by the votes indicated for the purpose of amending and restating the DECLARATION OF CONDOMINIUM of the VILLAS OF CROSS CREEK II CONDOMINIUM, a Condominium, as originally recorded at Official Records Book 1883, Page 2974, et seq., Public Records of Lee County, Florida, and the Articles of Incorporation and Bylaws of the Association. Further, the Amended and Restated Articles of Incorporation required approval by the voting membership of the Association. The number of votes cast at the Annual Meeting was sufficient for approval of these Amended and Restated Articles of Incorporation of the Association.

1. The following resolution was approved by the concurrence of not less than sixty-six and two-thirds percent (66 2/3%) vote of the voting interests of the Association which was sufficient for approval of the Declaration.

RESOLVED: That the Declaration of Condominium of the VILLAS OF CROSS CREEK II CONDOMINIUM, a Condominium, be and is hereby amended and restated in its entirety, and Amended and Restated Declaration is adopted in the form attached hereto and made a part hereof; and

2. The following resolution was approved by the concurrence of not less than a majority of the Directors of the corporation and not less than a majority of the votes of the entire membership of the Association which was sufficient for approval of the Articles of the Corporation.

RESOLVED: That the Articles of Incorporation of this Association be and are hereby amended and restated in their entirety, and the Amended and Restated Articles of Incorporation are adopted in the form attached hereto, and made a part hereof.

3. The following resolution was approved by the concurrence of not less than a majority of the Directors of the corporation and not less than a majority of the votes of the entire membership of the Association which was sufficient for approval of the Bylaws.

RESOLVED: That the Bylaws of this corporation be and are hereby amended and restated in their entirety, and the Amended and Restated Bylaws are adopted in the form attached hereto, and made a part hereof.

4-1-97

Date

THE VILLAS OF CROSS CREEK II
CONDOMINIUM ASSOCIATION, INC.

Beverly Greene

Signature of Witness

By: Richard E. Collier

Richard E. Collier, President

Address: 17725 Cold Stream Dr., S.E.
FT. Myers, FL 33412

BEVERLY GREENE

Printed Name of Witness

(CORPORATE SEAL)

Valerie Gordon

Signature of Witness

Valerie Gordon

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of April, 1997, by Richard E. Collier, President of The VILLAS OF CROSS CREEK II CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the Association. He is personally known to me or has produced _____ (type of identification) as identification and who did (not) take an oath.

David J. Workman



"OFFICIAL SEAL"
David J. Workman
My Commission Expires 3/21/98
Commission #CC 357627

Printed Name:

Commission Number:

Commission Expiration:

(Seal)

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Prepared by:
 Richard E. Collier
 12725 Cold Stream Dr. S.E.
 Ft. Myers, FL 33912
 Eugene Buchheit
 12699 Cold Stream Dr. S.E.
 Ft. Myers, FL 33912

(NOTE: SUBSTANTIAL REWORDING OF
 DECLARATION OF CONDOMINIUM - SEE
 ORIGINALLY RECORDED DECLARATION
 OF CONDOMINIUM FOR ORIGINAL TEXT)

**AMENDED AND RESTATED
 DECLARATION OF CONDOMINIUM**

OF

THE VILLAS OF CROSS CREEK II CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Declaration of Condominium of the Villas of Cross Creek II Condominium (the "Condominium") is to that certain Declaration of Condominium as recorded at O. R. Book 1883, page 2974, Public Records of Lee County, Florida, and all amendments thereto. The original Declaration submitted the lands therein described to the condominium form of ownership, contained a survey of the lands therein described, and identified each unit in the Condominium. The original Declaration of Condominium, as it has previously been amended, is hereby further amended in part and restated in its entirety. Chapter 718, Florida Statutes, as the same may be amended from time to time (the "Florida Condominium Act"), is incorporated herein by reference and made a part hereof.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP** - This Amended and Restated Declaration of Condominium is made by Villas of Cross Creek II Condominium Association, Inc., a Florida corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration.
2. **NAME-NATURE OF DEVELOPMENT** - The Condominium consists of forty-four (44) single family units consisting of eight (8) buildings; 6 buildings containing (6) units each and (2) buildings containing (4) units each and associated improvements designated in the Site Plan in the originally recorded Declaration of Condominium. The Condominium is located at 12605-12817 Cold Stream Drive, S.E. in Cross Creek, Lee County, Florida.
3. **NAME-ASSOCIATION** - The name of the Condominium Association is the Villas of Cross Creek II Condominium Association, Inc. This Association is incorporated as a not for profit Florida corporation, having been incorporated in 1986.
4. **DEFINITIONS** - The terms used herein shall have the meanings stated in the Condominium Act (Chapter 718, Florida Statutes) and as follows unless the context otherwise requires:
 - 4.1. **ASSESSMENTS** - The share of the funds required for the payment of common expenses which from time to time is assessed against a unit owner.
 - 4.2. **ASSOCIATION** - The corporation responsible for the operation of the Condominium.
 - 4.3. **ASSOCIATION PROPERTY** - All property, real or personal, owned by the Association.
 - 4.4. **BOARD OF DIRECTORS** - The Board of Directors responsible for administration of the Association.

4.5. CHARGE OR SPECIAL CHARGE - An obligation of a unit owner to pay or reimburse money to the Association which cannot be secured as an assessment pursuant to Section 718.116, Florida Statutes, but which is secured by a common law lien on the unit and its appurtenances pursuant to this Declaration.

4.6. COMMON ELEMENTS - The portions of the property submitted to condominium ownership and not included in the units as defined in Section 718.108, Florida Statutes, including the land, all parts of the improvements (including landscaping) which are not included within the units, easements, equipment and certain personal property, installations for the furnishing of services to more than one unit, to the common elements, or to more than one limited common element, such as utility services, as defined with greater particularity in Section 5.4.1 hereof.

4.7. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be common expenses by this Declaration. Specifically, the expenses of providing cable television and other cable or SMATV (Satellite Master Antenna Television) delivered services to the Condominium under a bulk services contract or by the Association shall be a common expense unless Florida law provides otherwise.

4.8. COMMON SURPLUS - The excess of all receipts of the Association over the common expenses.

4.9. CONDOMINIUM DOCUMENTS - This Declaration and its attached exhibits which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights and the Master Declaration of Covenants, Conditions and Restrictions for Cross Creek of Fort Myers.

4.10. CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements which is appurtenant to the unit.

4.11. CONDOMINIUM PROPERTY - The lands and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.12. FAMILY - means one natural person or a group of two or more natural persons each of whom is related to each of the others by blood, marriage or adoption; or not more than two persons not so related, who reside together as a single housekeeping unit.

4.13. GUEST - means any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.

4.14. INSTITUTIONAL MORTGAGEE - means the mortgagee (or its assignee) of a first mortgage against a Condominium parcel, which mortgagee is a bank, savings and loan association, mortgage banker, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a first mortgage against a Condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

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4.15. LEASE - means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

4.16. LIMITED COMMON ELEMENTS - Those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.17. MASTER ASSOCIATION - means Cross Creek of Fort Myers Community Association, Inc., a not for profit corporation, responsible for the maintenance and preservation of values of the common properties, including but not limited to the golf course and clubhouse. All unit owners are mandatory members of the Master Association and subject to the Master Declaration of Covenants, Conditions and Restrictions for Cross Creek of Fort Myers.

4.18. OCCUPANT OR OCCUPY - when used in connection with a unit, means any person who is physically present in a unit on two or more consecutive days, including staying overnight.

4.19. OPERATION - The administration and management of the Condominium property.

4.20. PERSON - An individual, corporation, trust or other legal entity capable of holding title to real property.

4.21. RECREATIONAL LAND USE AGREEMENT - means the agreement for the sharing of certain recreational facilities between Cross Creek of Fort Myers Single Family Condominium II Association, Inc., and The Villas of Cross Creek II Condominium Association, Inc.

4.22. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and use of any gender shall be deemed to include all genders.

4.23. UNIT - A part of the Condominium property which is subject to exclusive ownership.

4.24. UNIT NUMBER - The number which is designated in Exhibit "B" to the originally recorded Declaration of Condominium, and which is used as the identification of a unit.

4.25. UNIT OWNER - The owner of a Condominium parcel.

4.26. VOTING INTEREST - means the voting rights distributed to the Association members pursuant to this Declaration.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1 REAL PROPERTY - Each unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of the Condominium documents and applicable laws.

5.2. BOUNDARIES - The boundaries of the units shall be as follows:

A. HORIZONTAL BOUNDARIES: The upper and lower boundaries of the units shall be:

i) **UPPER BOUNDARY** - The underside of the unfinished ceiling of the unit, extended to meet the vertical boundaries.

ii) **LOWER BOUNDARY** - The upperside of the unfinished surface of the floor of the unit extended to meet the vertical boundaries

B. VERTICAL BOUNDARIES: The vertical boundaries of the unit shall be the interior of the unfinished surfaces of the perimeter walls of the unit as shown on the original surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the buildings or common elements.

5.3. EXCLUSIVE USE - Each unit owner shall have the exclusive use of such owner's unit.

5.4. OWNERSHIP - The ownership of each unit shall carry with it, as appropriate, and whether or not separately described, all of the right, title and interest of the unit owner in the Condominium property which shall include but not be limited to:

5.4.1. COMMON ELEMENTS - The portion of the condominium property not included in the units as defined above, including:

- (a.) The land as legally described in the original Declaration of Condominium, as amended, on which the units and other Condominium property are located.
- (b.) All parts of the improvements which are not included within the units.
- (c.) Easements.
- (d.) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.
- (e.) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the Association, through its Board of Directors, on behalf of the members of the Association, without the necessity of any joinder by the members.

5.4.2. LIMITED COMMON ELEMENTS - The limited common elements as set out in the site plan of the originally recorded Declaration means and comprise that portion of the common elements reserved for the exclusive use of a particular unit or units, to the exclusion of other units. This shall include but not be limited to driveway, garage, front and back lanai, front sidewalk and front lawn, front gutters and downspouts, and front and rear screens. No owner of any unit shall have the right to use or enter upon or in any limited common element appurtenant to another unit.

The exclusive use of a limited common element is an appurtenance to the unit or units to which they are designated or assigned. The right of exclusive use to each limited common element passes with the unit, whether or not separately described, and cannot be separated from it.

5.4.3. ASSOCIATION MEMBERSHIP - Membership in the Association and an undivided share in the common surplus of the Association.

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5.4.4 EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time, and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

5.5. EASEMENTS - The following non-exclusive easements from the Association to (as applicable) each unit owner, to the Association, and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services, have previously been granted and created:

5.5.1. INGRESS AND EGRESS - Easements over the common areas for ingress and egress to units and public ways.

5.5.2. MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in the case of an emergency.

5.5.3. UTILITIES - Easements through the common areas, limited common elements, and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units, limited common elements, and the common elements.

5.5.4. GRANT OF UTILITY AND OTHER EASEMENTS - The Association has the power, without the joinder of any unit owner, to grant easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements or limited common elements as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units or limited common elements. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

5.5.5. PUBLIC SERVICES - Access to the property and to the units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

6. MAINTENANCE RESPONSIBILITY

6.1. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

6.2. BY THE ASSOCIATION - The Association shall maintain, repair and replace at the Association's expense, the common elements and limited common elements, (where maintenance, repair and replacement responsibility for limited common elements has not been delegated to the unit owners), and:

6.2.1. Such portions of the unit as contribute to the support of the building, including but not limited to, the boundary walls, front gutters and downspouts, roofs, concrete slabs and foundations, and columns, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services for any property to be maintained by the Association; and all such facilities contained within a unit which service other parts of the Condominium property other than the unit within which contained.

6.2.2. Provided that if the maintenance, repair or replacement of any of the above Association expense maintenance items, or of other units, shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees or guests, the unit owner shall be liable and the work shall be done by the Association or the damaged unit owner(s) at the expense of the responsible unit owner and, if done by the Association, the cost shall be secured as a charge.

6.2.3. All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

6.2.4. If the Association fails to maintain the common elements in accordance with its obligations, any unit owner or institutional first mortgagee may seek specific performance to compel the Association to do so.

6.2.5. Any owner who makes structural changes to the interior of a unit that results in structural failure of the unit or any portion thereof shall be responsible for the total cost of repair and replacement.

6.3. By The Unit Owner - The responsibility of the unit owner shall be as follows.

6.3.1. To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association, and pay for any utilities that are separately billed to his unit. The unit owner's responsibility specifically includes, but not limited to, all windows and screens and associated hardware, front and back, lanai screening, gutters and downspouts on back of unit, sliding glass doors, door frames, and associated hardware; exterior doors, (including garage doors), hurricane shutters; fixtures, including built-in cabinets; switches; valves; fan motors; all air conditioning and heating equipment; water heaters; ceiling fans; wiring; piping; driveways; sidewalks; and duct work serving only the particular unit, whether located inside or outside the unit, stoves, refrigerators, fans, and other appliances and equipment, and which may now or hereafter be situated in the unit.

6.3.2. A unit owner shall not paint, resurface, change or plant growing vegetation, or otherwise decorate or change the appearance of any portion of the improvements not within the interior walls of the unit and visible from the exterior, without the prior written approval of the Board of Directors.

6.3.3. No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto without the prior written approval of the Board of Directors. A unit owner desiring to make alterations shall provide plans and specifications to the Board, as well as any other information which the Board may reasonably require; and upon receipt of such information, the Board would render its decision within thirty (30) days, the failure of which would deem an approval. The entire expense and maintenance of all such approved or unapproved work, shall be borne by the unit owner. No owner shall do any work, or make any changes to any portion of the limited common elements, or common elements, including landscaping, without the prior written approval of the Board of Directors. Additionally, no changes shall be made which would jeopardize the safety or soundness of the improvements or impair any easements.

7. COMMON ELEMENTS

7.1. **SHARES OF OWNERSHIP.** The condominium contains forty-four (44) units. The owner of each unit shall own a one forty-fourth (1/44th) undivided share in the common elements. Each owner's percentage of sharing in common expenses and owning common surpluses is the same as the owner's share in the ownership of the common elements.

7.2. The maintenance and operation of the common elements shall be the responsibility of the Association. This shall include, but not limited to, lawns, sprinkler systems, perennial plants and trees that were originally planted by the developer or Association.

7.3. Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

7.4. Except as provided above as to changes made by an owner with Association approval, material alteration of, or substantial additions to, the common elements or Association property including the purchase, sale or exchange of real property by the Association, may be effectuated only by affirmative vote of thirty (30) voting members.

8. **FISCAL MANAGEMENT** - The fiscal management of the Association including such items as the budget, fiscal year, financial statements, assessments, and collection of assessments shall be as set forth in the Bylaws.

9. **ASSOCIATION** - The Administration of the Condominium by the Board of Directors and its powers and duties shall be as set forth in the Bylaws.

10. **INSURANCE** - In order to adequately protect the Association, the Association property and the Condominium property required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1 **DUTY AND AUTHORITY TO OBTAIN** - The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. The Board shall obtain a qualified estimate of the full replacement value of the buildings and other land improvements, including all units and all common elements, without deduction for depreciation, to determine the amount of insurance to be carried. The name of the insured shall be the Association and the unit owners and their mortgagees without naming them, as their interests shall appear. No unit owner shall allow anything to be done or kept in his unit or on the common elements which would increase insurance rates.

10.2 **BASIC INSURANCE** - The Association shall use its best efforts to obtain and maintain adequate replacement cost insurance covering all of the buildings, the common elements as well as all Association property, in an amount determined annually by the Board of Directors, such insurance to afford the following protection:

10.2.1. **PROPERTY** - Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract of insurance.

10.2.2. **LIABILITY** - Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

10.2.3. **AUTOMOBILE** - Automobile liability for bodily injury for all owner and/or non-owner motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors in connection with service on behalf of the Association.

10.2.4. **DIRECTORS' AND OFFICERS' LIABILITY** - The Association shall maintain Directors' and Officers' liability insurance in an amount deemed adequate by the Board.

10.2.5 **STATUTORY DISHONESTY BOND** - Minimum of \$50,000, or as required by law, per Director, Officer, employee or persons having access to Association funds.

10.2.6. OPTIONAL COVERAGE - The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and the unit owners.

10.3. DESCRIPTION OF COVERAGE - A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by unit owners upon request.

10.4. WAIVER OF SUBROGATION - If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

10.5. INSURANCE PROCEEDS - All insurance policies purchased solely by the Association shall be for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse the same in trust for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

10.5.1. COMMON ELEMENTS - Proceeds on account of damage to common elements shall be held according to the percentage share set forth elsewhere in this Declaration, the share of each unit owner being the same as his share in the common elements.

10.5.2. UNITS - Proceeds on account of units shall be held in the following undivided shares:

10.5.2.1. PARTIAL DESTRUCTION, WHEN THE BUILDINGS ARE TO BE RESTORED - For owners of all units, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

10.5.2.2. TOTAL DESTRUCTION, WHEN THE BUILDINGS ARE TO BE RESTORED - For owners of all units, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

10.6. MORTGAGEE - If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against units and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

10.7. DISTRIBUTION OF PROCEEDS - Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

10.7.1. COST OF RECONSTRUCTION OR REPAIR - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall become part of the common surplus.

10.8. FAILURE TO RECONSTRUCT OR REPAIR - If it is determined in the manner elsewhere provided in this Declaration that the damages for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the affected owners, remittances to unit owners and their mortgagees being payable jointly to them, the shares of each unit owner being the same as his share in the common elements. This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

10.9. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium property.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY - If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1. DAMAGE TO UNITS - Where loss or damage occurs within a single unit or units, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to the owner(s) of the damaged units in shares proportional to the amount of damage in each unit covered by the Association policy. The owners of damaged units shall be responsible for reconstruction and repair.

11.2. DAMAGE TO COMMON ELEMENTS - LESS THAN "VERY SUBSTANTIAL" - Where loss or damage occurs to the common elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for the repair and reconstruction of the common elements affected.

11.2.2. If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, and if other funds such as reserves are not available, levy a special assessment against all unit owners in proportion to their shares in the common elements. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for repair and restoration of the property.

11.3. "VERY SUBSTANTIAL" DAMAGE - As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby seventy-five percent (75%) or more of the total units are rendered uninhabitable. Should "very substantial" damage occur, the following procedures shall apply:

11.3.1 The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

11.3.2. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

11.3.3. If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the cost thereof so that no special assessment is required, then the Condominium property shall be restored or repaired unless seventy-five percent (75%) of the total voting interests of the Association vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of unit, in which case the Condominium shall be terminated.

11.3.4. If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then, unless seventy-five percent (75%) of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, the Condominium shall be terminated and the property removed from the provisions of the Condominium Act. If seventy-five percent (75%) of the total voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such repairs and restoration. The special assessment shall be added to the proceeds available for repair and restoration of the property.

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11.4. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all unit owners

11.5. **EQUITABLE RELIEF** - In the event of substantial damage to the Condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within twelve (12) months following the damage or destruction and is completed within a reasonable time thereafter absent extenuating circumstances beyond the control of the Association

11.6. **PLANS AND SPECIFICATIONS** - Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of seventy-five (75%) of the total voting interests of the Association

12. **USE RESTRICTIONS** - The use of the property of the Condominium shall be in accordance with the Rules and Regulations and the following provisions:

12.1. **LAWFUL USE** - No immoral, improper, offensive, or unlawful use shall be made of any unit or of the common elements, or of the limited common elements, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any unit shall permit or suffer anything to be done or kept in his unit, or on the common elements or on the limited common elements, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other owners or occupants of other units, or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit or which interferes with the peaceful possession and proper use of any other unit, or the common elements, or the limited common elements.

12.2. **REGULATIONS** - Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by a majority vote of the Board of Directors of the Association.

12.3. **USE OF UNITS** - Use of the units is restricted to single family residential purposes only. No commercial, professional or business use shall be permitted. No unit may be converted to time share use.

12.3.1. **VEHICLES** - No vehicle shall be prohibited when it can be and is confined to the garage. Golf carts, trucks, motorcycles, motor scooters, motor bikes and boats on trailers shall be garaged when not in use. Such vehicles shall not be parked in the driveway or on common elements overnight. Recreational vehicles (camping trailers, truck campers, all vans, utility vehicles, travel trailers, mobile homes, and all classes of motor homes) that cannot be garaged may be parked in an owner's driveway for periods not to exceed forty-eight (48) hours when such period is to be used for loading and preparation for a trip, or for unloading after use. Vehicles with a valid handicap sticker or plate may be exempt upon approval of the Board of Directors.

12.3.2. **PETS** - Dogs, cats or other pets shall be permitted in units and on the common or limited elements including birds, such as canaries or parakeets, and fish such as goldfish or tropical varieties, which may be kept in the owner's respective unit, provided, however, that no such pet shall be raised for commercial purposes. No unit owner shall keep more than one (1) dog, or cat in his unit and no pet shall weigh more than twenty-five (25) pounds when fully mature. Animals shall not be permitted to be a nuisance or be noisy and must be kept on a leash at all times when outside the owner's unit, and all defecations shall be immediately removed

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12.3.3. SIGNS - No signs shall be displayed on units with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size, unless authorized by the Board. All unauthorized signs shall be removed or discarded. Signs indicating that a unit is protected by a home security system are exempt from this provision. Other signs including pennants must conform to the Rules and Regulations adopted by the Board of Directors.

12.3.4. WIRE AND ANTENNAE - No wire, antennae, clothesline, garbage or refuse receptacles, or other equipment or structures shall be erected, constructed, or maintained on the exterior of the buildings or on or in any of the common elements, except upon the written consent of the Association's Board of Directors.

12.3.5. SALINE OR WATER SOFTENING SOLUTIONS - No saline or other regenerating solution from water softening equipment shall be discharged into any street, easement or in or on the common elements so as to harmfully affect any lawn or planting.

12.3.6. OBSTRUCTION OF TRAFFIC - No unit owner or occupant shall in any way obstruct the common way of ingress and egress to the other units or the common elements.

12.4. LEASING OF UNITS - Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any unit shall lease or rent his unit for a period of less than three (3) months, nor may a unit be leased more than twice during a twelve (12) month period, nor permit use of the same for transient hotel or commercial purposes or operate in a fashion required of a public lodging establishment. The first day of occupancy under the lease shall determine in which year the lease occurs. No subleasing or assignment of lease rights by the lessee shall be allowed.

12.4.1. OCCUPANCY DURING LEASE TERM - No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to six (6).

12.4.2. USE OF COMMON ELEMENTS AND ASSOCIATION PROPERTY - When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest. Nothing herein shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes, the Florida Residential Landlord Tenant Act.

12.4.3. REGULATION BY THE ASSOCIATION - All of the provisions of the Condominium documents and the rules and regulations adopted by the Board of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

12.5. MASTER ASSOCIATION - Membership in the Master Association is mandatory for unit owners. Unit owners are required to pay their share of the cost and expense of maintenance, management, upkeep, replacement and assessments under the Master Declaration of Covenants, Conditions and Restrictions for Cross Creek of Fort Myers. Each owner of a condominium unit in this condominium shall automatically become a member in the Cross Creek of Fort Myers Community Association, Inc., a not for profit corporation, which has been created to maintain certain Common Properties as defined in the Master Declaration of Covenants, Conditions and Restrictions as above referenced. All members are subject to, and shall abide by, the Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers. There is a lien or lien right against each unit to secure the payment of assessments or other exactions coming

due for the use, maintenance, upkeep, or repair of the recreational or commonly used facilities for both the Condominium Association and the Master Association. The unit owner's failure to make these payments may result in foreclosure of the lien.

12.6. RECREATIONAL LAND USE AGREEMENT - The recreation area consists of a swimming pool and bath house, and is located at 12670 Cold Stream Drive. There is a Recreational Land Use Agreement between Association and Cross Creek of Fort Myers Single Family II, for the purpose of sharing certain recreational facilities, common to the residents of both aforementioned associations. Each unit owner takes title subject to, and agrees to comply with, the terms and conditions of the Recreational Land Use Agreement. The Recreational Land Use Agreement is designated Exhibit "H" to the originally recorded Declaration of Condominium. The deed to the subject property is recorded at O.R. Book 1883, Page 3030-3048, Public Records of Lee County, Florida, and incorporated herein by reference and made a part thereof.

13. COMPLIANCE AND DEFAULT - Each owner and the Association shall be governed by and shall comply with the terms of the Condominium documents as they may be amended from time to time.

13.1. FAILURE TO COMPLY - Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by any unit owner. No litigation shall be initiated until such time as the matter has been submitted to non-binding arbitration pursuant to Section 718.1255, Florida Statutes, if applicable.

13.2. PREVAILING PARTY RECOVERY - In any such proceeding, including arbitration, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, including appeals.

13.3. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other infractions.

14. AMENDMENTS - Amendments to the Declaration shall be in accordance with the following:

14.1. PROCEDURE - An amendment may be proposed either by the Board of Directors or by the owner of ten percent (10%) of the units, and may be considered at any meeting of the owners, regular or special, of which due notice is given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in a recordable form signed by the President or Vice President of the Association, that it has been enacted by the affirmative vote of the required percent of the unit owners, and separate written joinder of mortgagees where required, and shall include the recording data identifying the location of the Declaration as originally recorded. The amendment shall become effective when recorded in the Public Records.

14.2. REGULAR AMENDMENTS - Amendments may be enacted by a favorable vote of thirty (30) members voting in person or by proxy

15. TERMINATION - The Condominium may be terminated in the following manner:

15.1. AGREEMENT - The Condominium may be terminated at any time by approval, in writing, of eighty percent (80%) of the voting interests of the Association.

15.2. VERY SUBSTANTIAL DAMAGE - If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 11.3 and it is not decided as therein provided that it will be reconstructed or repaired, the Condominium form of ownership will thereby terminate without agreement.

15.3. GENERAL PROVISIONS - Upon termination, the former unit owners shall become the owners, as tenants in common, of all Condominium and Association property and the assets of the Association. The shares of such tenants in common shall be the same as were their percentage shares of the common elements immediately prior to such termination. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Lee County, Florida

15.4. NEW CONDOMINIUM - The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

15.5. PARTITION; SALE - Following termination, the Condominium and Association property may be partitioned and sold upon the application of any unit owner. If following a termination, the owners of seventy-five percent (75%) of the total voting interests of the Association determine to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

15.6. LAST BOARD - The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

15.7. PROVISIONS SURVIVE TERMINATION - The provisions of this Section 15 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

16. RIGHTS OF MORTGAGEES

16.1. EXCUSAL OF PRIOR ASSESSMENTS - A first mortgagee who acquires title to the unit by foreclosure or a deed in lieu of foreclosure, and who named the Association as a defendant in the foreclosure action, is liable for the unpaid assessment that become due prior to the mortgagee's receipt of the deed; however, the mortgagee's liability is limited to assessments accruing within the six month period immediately preceding such mortgagee taking title to the unit or one percent (1%) of the original mortgage debt, whichever is less. If the first mortgagee does not name the Association as a defendant in the foreclosure action, said first mortgagee shall be liable for all unpaid assessments accruing prior to the mortgagee's receipt of the deed.

16.2. REQUESTS FOR INFORMATION - Upon receipt by the Association from any institutional mortgagee, guarantor or insurer of a copy of the mortgage held by such institutional mortgagee, guarantor or insurer on a unit, together with written request therefor from such institutional mortgagee or an insurer of guarantor of such first mortgage specifying the address to which the following items are to be sent, the Association shall timely send to such institutional mortgagee, insurer or guarantor the following, and for which the Association may charge a reasonable fee:

16.2.1. FINANCIAL STATEMENT - A copy of a financial statement of the Association for the prior fiscal year;

16.2.2. INSURANCE TERMINATION - Written notice of the cancellation or termination by the Association of any policies of insurance covering the Association common elements or any improvements thereon, or any fidelity bonds of the Association;

16.2.3. **DAMAGE TO CONDOMINIUM PROPERTY** - Written notice of any damage or destruction to the improvements located on the Association common elements which affects a material portion of the project or the unit securing its mortgage.

16.2.4. **CONDEMNATION** - Written notice of condemnation or eminent domain proceeding affecting a material portion of the project or the unit securing its mortgage.

16.2.5. **DELINQUENT OWNERS** - Written notice of failure by an owner owing a unit encumbered by a first mortgage held by such institutional mortgage to pay any assessments where such failure or delinquency has continued for a period of sixty (60) days.

16.2.6 **FAILURE TO NOTIFY** - The failure of the Association to send any such information or notice to any such institutional mortgagees shall have no effect on any meeting, act, or thing which was to have been the subject of such notice nor affect the validity thereof.

17. **ENFORCEMENT OF ASSESSMENT LIENS** - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and pursuant to Section 718.116, Florida Statutes. During occupancy, if so ordered by the Court, the owner shall be required to pay a reasonable rental, and the Association shall be entitled to the appointment of a receiver to collect it, and the Association shall have all the powers provided under the Florida Condominium Act, and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

18. **CREATION AND ENFORCEMENT OF CHARGE LIENS** - The Association shall have a non-statutory common law lien upon the Condominium parcels to secure payment to the Association by unit owners of all charges, costs and expenses for which they are liable to the Association and which cannot be secured as assessments, regular or special, under Section 718.116, Florida Statutes. The lien may be foreclosed in the same fashion as a mortgage on real property, shall bear interest at the highest lawful (currently 18% per annum) rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

19. **ASSOCIATION MEMBERS** - The qualification of members and the manner of their admission shall be as follows:

19.1. **ALL OWNERS OF UNITS** shall be members of the Association, and no other persons or entities shall be entitled to membership.

19.2. **MEMBERSHIP IN THE ASSOCIATION** shall be established by the recording in the Public Records of Lee County, a deed or other instrument establishing a change of record title to a unit in the Condominium; the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the approval requirements contained in this Declaration of Condominium and the Bylaws must have been met before a person's membership commences.

20. **CONDEMNATION:**

20.1. **DEPOSIT OF AWARDS WITH ASSOCIATION** - The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

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20.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM - Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

20.3. DISBURSEMENT OF FUNDS - If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments shall be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium shall be reduced, the owners of condemned units, if any, shall be made whole, and any property damaged by the taking shall be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

20.4. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

20.5. UNITS REDUCED BUT TENANTABLE - If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

20.5.1. RESTORATION OF UNIT - The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

20.5.2. DISTRIBUTION OF SURPLUS - The balance of the award, if any, shall be distributed to the Association as common surplus.

20.6. UNIT MADE UNTENANTABLE - If the taking is of any entire unit, or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

20.6.1 PAYMENT OF AWARD - The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).

20.6.2. ADDITION TO COMMON ELEMENTS - If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

20.7. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be equal to the number of such units remaining.

20.8. ARBITRATION - If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal according to the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. (Member, Appraisal Institute) appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

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20.9. TAKING OF COMMON ELEMENTS - Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

20.10. AMENDMENT OF DECLARATION - The changes in units, in the common elements and in the ownership of the common elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that needs to be approved by seventy-five percent (75%) of all voting interests of the Association.

21. VOTING - Each unit shall have one full indivisible vote in all matters

22. CONFLICTS - If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Master Declaration of the Cross Creek Community Association, the Master Declaration shall control. If there is a conflict between this Declaration and the Articles of Incorporation and the Condominium's Bylaws, the Declaration shall control.

23. SEVERABILITY - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

24. INTERPRETATION - The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

25. EFFECTIVE DATE - This amended and Restated Declaration of Condominium shall not become effective until same is recorded in the Public Records of Lee County, Florida.

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 14 day of March, 1997.

WITNESSES:

Beverly Greene
Signature of Witness

Beverly Greene
Printed Name of Witness

Valerie Gooden
Signature of Witness

Valerie Gooden
Printed Name of Witness

Attest:

Janet Prior
Janet Prior, Secretary

The Villas of Cross Creek II
Condominium Association, Inc.

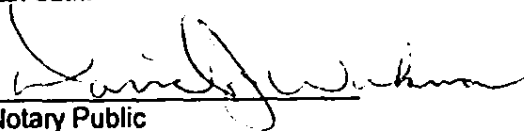
By: Richard E. Collier
Richard E. Collier, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14 day of MARCH, 1997, by Richard E. Collier, President of The Villas of Cross Creek II Condominium Association, Inc. a Florida Corporation not for profit, on behalf of the Corporation. He is personally known to me or has produced FL DL (type of identification) and he did (did not) take an oath.

C46074525210



Notary Public
Printed Name:
Commission No:
(Seal)

My Commission Expires: _____

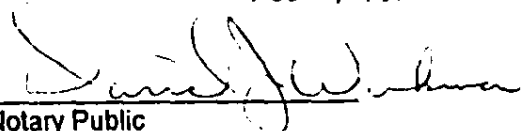


"OFFICIAL SEAL"
David J. Workman
My Commission Expires 3/21/98
Commission #CC 357627

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14 day of MARCH, 1997, by Janet Prior, Secretary of The Villas of Cross Creek II Condominium Association, Inc. a Florida Corporation not for profit, on behalf of the Corporation. She is personally known to me or has produced FL DL (type of identification) and he did (did not) take an oath.

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Notary Public
Printed Name:
Commission No:
(Seal)

My Commission Expires: _____



"OFFICIAL SEAL"
David J. Workman
My Commission Expires 3/21/98
Commission #CC 357627

(Note: Substantial Rewording of Articles of Incorporation - See Original Articles of Incorporation For Original Text)

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
THE VILLAS OF CROSS CREEK II
CONDOMINIUM ASSOCIATION, INC.

Pursuant to section 617.1007 Florida Statutes, the Articles of Incorporation of The Villas of Cross Creek II Condominium Association, Inc. a Florida corporation not for profit, originally filed on April 28, 1986, as recorded at O. R. Book 1883, pages 3017 - 3019, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to section 617.1007, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as hereto amended and the provisions of these Amended and Restated Articles of Incorporation other than the inclusion of amendments adopted pursuant to Section 617.1007 and the omission of matters of historical interest. Further, these Amended and Restated Articles were adopted by the voting members at the Annual Meeting of the Association on March 13, 1997, and that the votes cast were sufficient for approval of these amendments. The Amended and Restated Articles of Incorporation of Villas of Cross Creek II Condominium Association, Inc., shall henceforth be as follows. Chapter 718, Florida Statutes, as the same may be amended from time to time (the "Florida Condominium Act"), is incorporated herein by reference and made a part hereof.

ARTICLE I
NAME

The name of this corporation shall be: The Villas of Cross Creek II Condominium Association, Inc.

ARTICLE II
PURPOSES

The purpose for which this corporation is organized is to provide an entity for the maintenance, operation, and management of The Villas of Cross Creek II Condominium Association, Inc.

ARTICLE III
QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title to a Condominium unit in the Condominium and who has designated a voting member by filing a voting certificate with the Association shall, by virtue of such acts, be a member of this Corporation. No other persons shall be members.

ARTICLE IV
TERM OF EXISTENCE

The term for which this Corporation is to exist shall be perpetual, unless sooner dissolved pursuant to the provisions of Chapter 617, Florida Statutes.

ARTICLE V
DIRECTORS AND OFFICERS

The affairs of this corporation shall be managed by a governing Board of five (5), each of whom shall be members of the Association and who shall be elected on the date of the Annual Meeting of the Corporation in accordance with the provisions set forth in the Bylaws. The officers shall be: a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other assistant officers as the Directors shall decide. Such officers shall be elected by the Board of Directors. Directors may elect officers by secret ballot. The officers and members of the Board shall perform such duties, hold office for such terms, and take office at such times as shall be provided by the Bylaws of the Corporation.

ARTICLE VI
OFFICERS OF THE ASSOCIATION

The names of the Officers of the Association when the Amended and Restated Articles were approved are:

Richard E. Collier, President	12725 Cold Stream Dr., Ft. Myers, FL 33912
Eugene Buchheit, Vice President	12699 Cold Stream Dr., Ft. Myers, FL 33912
James Hague, Treasurer	12703 Cold Stream Dr., Ft. Myers, FL 33912
Janet Prior, Secretary	12699 Cold Stream Dr., Ft. Myers, FL 33912
William Rosseau, Director-At-Large	12675 Cold Stream Dr., Ft. Myers, FL 33912

ARTICLE VII
PRINCIPAL OFFICE AND REGISTERED AGENT

The principal office of this corporation shall be located at c/o Paragon Property Management, 6371-2 Arc Way, Ft. Myers, FL 33912-1358, and the registered agent at that address is Mrs. Beverly Greene, Vice President of Paragon Property Management.

Mrs. Greene is currently serving as the registered agent of the Corporation.

ARTICLE VIII
BYLAWS

The Bylaws of this Corporation may be made, altered, amended or repealed as provided for in the Bylaws.

ARTICLE IX
AMENDMENT OF ARTICLES OF INCORPORATION

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An amendment may be proposed by either the Board of Directors or by ten percent (10%) of the voting interests.

The amendment must be approved by not less than a majority of the Board of Directors and a majority of the voting interests of the membership of the Association at an annual or special meeting at which a quorum is established by those present in person or by proxy.

ARTICLE X
INITIAL INCORPORATOR

The original incorporator for the corporation was Tim Ireland of First Cape Realty, Inc.

Signed this 14 day of MARCH, 1997

ATTEST:

Janet Prior
Janet Prior, Secretary

The Villas of Cross Creek II
Condominium Association, Inc.

By

Richard E. Collier
Richard E. Collier, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14 day of MARCH, 1997, by Richard E. Collier, President of the Villas of Cross Creek II Condominium Association, Inc., a Florida corporation not for profit, on behalf of the Corporation. He is personally known to me or has produced FL DL C46074525210 (type of identification) as identification and he did (did not) take an oath.

David J. Workman
Notary Public

Printed Name
Commission No

My Commission Expires

(Seal)



"OFFICIAL SEAL"
David J. Workman
My Commission Expires 3/21/98
Commission #CC 357627

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14 day of MARCH, 1997, by Janet Prior, Secretary of the Villas of Cross Creek II Condominium Association, Inc., a Florida corporation not for profit, on behalf of the Corporation. She is personally known to me or has produced FL DL P666137245820 (type of identification) as identification and she did (did not) take an oath.

David J. Workman
Notary Public

Printed Name
Commission No

My Commission Expires

(Seal)



"OFFICIAL SEAL"
David J. Workman
My Commission Expires 3/21/98
Commission #CC 357627

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(NOTE: SUBSTANTIAL REWORDING OF BYLAWS - SEE ORIGINAL BYLAWS FOR ORIGINAL TEXT)

AMENDED AND RESTATED BYLAWS

OF

THE VILLAS OF CROSS CREEK II
CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY - These Amended and Restated Bylaws of the Villas of Cross Creek II Condominium Association, Inc., a Florida corporation not for profit (the "Association"), are to the Bylaws as recorded at O. R. Book 1883, Page 3020, Public Records of Lee County, Florida, and all amendments thereto, and are attached to the Amended and Restated Declaration of Condominium of The Villas of Cross Creek II Condominium (the "Condominium"). The Association has been formed for the purpose of administering the Condominium which is located in Lee County, Florida. Chapter 718, Florida Statutes, as the same may be amended from time to time (the "Florida Condominium Act"), is incorporated herein by reference and made a part thereof.

1.1. OFFICE - The office of the Association shall be at the Condominium or such other location within the county as may from time to time be determined by the Board of Directors.

1.2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

1.3. SEAL - The seal of the association shall bear the Abbreviated name of the Association, the words "Florida" and "not for profit", and the year established, 1986.

2. MEMBERS' MEETINGS

2.1. ANNUAL MEETINGS - Annual members' meetings shall be held at a date, time and place as may be determined by the Board of Directors, for electing Directors and transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEETINGS - Special members' meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from (10%) of the Association voting interests. Members' Meetings to recall a member or members of the Board of Directors may be called upon petition to the Board of Directors by ten percent (10%) of the Association voting interests.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of members' meetings, including the annual meeting, shall be sent to each owner by United States mail, unless waived in writing, at least fourteen (14) days prior to the meeting, provided however, that any members' meeting at which one or more Directors are elected shall be noticed as provided for in Section 2.4 below. An officer of the Association shall execute an affidavit of the mailing which shall be retained in the official records of the Association as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property for at least fourteen (14) continuous days to the annual meeting. The Board, upon notice to unit owners, shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of unit owners' meetings shall be posted.

2.4. BOARD ELECTION MEETINGS - NOTICE AND PROCEDURE - The regular election shall occur on the date of the annual meeting.

2.4.1. Pursuant to the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes, and to the extent that such rules are applicable at the time, the Association shall, before a scheduled election, mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each member entitled to vote, a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors shall give written notice of his/her candidacy to the Secretary of the Association. All other election procedures shall be in compliance with the adopted rules of the Division, if applicable.

2.4.2. A voting machine may also be used by those attending the meeting in person, and a unit owner who needs assistance in voting due to blindness, disability or inability to read or write, may obtain assistance but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.

2.4.3. No quorum requirement for an election exists. However, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. Elections shall be decided by a plurality of those votes cast. Cumulative voting is prohibited. Notwithstanding the provisions of this Section, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

2.5. **NOTICE - OWNERS' BUDGET MEETING** - Notice of a special meeting called by the Board upon a written petition of ten percent (10%) of the owners because of a budget exceeding 115 percent of that of the preceding year requires at least ten (10) day's written notice to each unit owner. The special meeting shall be held not later than thirty (30) days after the delivery of the petition to the Board. At the said special meeting unit owners may consider and enact a revised annual budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

2.6. **NOTICES - ANNUAL AND SPECIAL** - All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting and shall incorporate an identification of agenda items.

2.7. **QUORUM** - A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may, by Chapter 718, Florida Statutes, or the documents, require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes, or the documents shall govern.

2.8. **OWNER PARTICIPATION** - Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Board of Directors may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Any unit owner may

tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the Board of Directors and the Division of Florida Land Sales, Condominiums and Mobile Homes

2.9. INDIVISIBLE VOTE AND VOTING CERTIFICATES - Each unit shall have one indivisible vote. The right to vote shall be determined by the acquisition of fee title to a residential unit in the Condominium and the designation of one of the unit owners as the voting member by filing a voting certificate with the Association. Each unit shall designate a voting member including a unit jointly owned by a husband and wife. If a voting certificate is not on file, the vote of the owner will not be considered in determining the requirement for a quorum, nor for any other purpose.

2.10. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Secretary before or at the time of voter registration immediately preceding the meeting. Proxies shall be given only to other members of the Association and no more than three (3) proxies shall be given to any individual member. If a member receives more than three (3) proxies, he shall assign the excess proxies to another member who has less than three (3) proxies. Except as specifically otherwise provided herein, unit owners may not vote by general proxy but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 718, Florida Statutes, requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.

2.11. NO QUORUM - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.12. ORDER OF BUSINESS - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be as follows:

- (a) Election of a Chairman of the meeting, unless the President or Vice President of the Association is present when he (or she) shall preside.
- (b) Proof of notice of meeting or waiver of notice
- (c) Calling of the roll and certifying of proxies
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of Officers and Directors
- (f) Reports of Committees.
- (g) Announcement of the result of the election of Directors
- (h) Unfinished business. (List items)
- (i) New business. (List items)
- (j) Adjournment.

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3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS. The affairs of the Association shall be governed by the Board of Directors. The number of Directors which shall constitute the whole Board shall be five (5). Directors shall be members. The Directors shall be elected at the annual meeting and each Director shall be elected to serve for a three (3) year term. Two (2) Directors are to be elected in each of two (2) consecutive years, and one (1) Director is to be elected in the third year. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled by a majority of the voting interests in the manner provided in Chapter 718, Florida Statutes.

3.2. BOARD VACANCIES - Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment to complete the term by a majority vote of the remaining Directors including a vacancy as a result of a recall if less than a majority or more of the Board members are removed. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes. The filling of vacancies shall be in compliance with the provisions of the Florida Administrative Code. Any seat held by a Director who ceases to be an owner shall automatically become vacant.

3.3. ORGANIZATIONAL MEETING - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.4. REGULAR MEETINGS - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless noticed previously, shall be given to each Director personally or by mail, telephone or facsimile at least three (3) days prior to the day named for such meeting.

3.5. SPECIAL MEETINGS - Special meetings of the Directors may be called by the President and shall be called by the Secretary at the written request of any two (2) Directors. Not less than three (3) day's notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting.

3.6. NOTICE TO OWNERS - Notice of meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours in advance for the attention of unit owners, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be notified and ratified at the next regular meeting of the Board. Meetings at which a regular assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the unit owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be by an affidavit executed by the person providing the notice and filed in the official records of the Association. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted.

3.7. OWNER PARTICIPATION - Meetings of the Board of Directors, and any committee thereof at which a quorum of the members of that committee are present, shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration and manner of unit owner statements. Unit owners shall have the right to tape record or videotape the meetings of the Board of Directors, subject to reasonable rules adopted by the Division.

3.8. BOARD MEETINGS, QUORUM AND VOTING - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings except that officers may be elected by secret ballot, and a vote or abstention for each member present shall be recorded in the minutes. If at any meeting of the Board there is less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.9. PRESIDING OFFICER - The presiding officer at Directors' meetings shall be the President if such an officer has been elected; and, if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.10. DIRECTOR COMPENSATION - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following:

- 4.1.** To adopt budgets and make and collect assessments against owners to defray the costs of the Association.
- 4.2.** To use the proceeds of assessments in the exercise of its powers and duties.
- 4.3.** To maintain, repair, replace, and operate the Condominium property.
- 4.4.** To enact rules and regulations concerning the use of the common elements and the units, subject to any limitations contained in the Declaration of Condominium.
- 4.5.** To reconstruct and repair the Condominium property after casualty.
- 4.6.** To approve or disapprove proposed transactions in the manner provided by the Declaration of Condominium.
- 4.7.** To enforce by legal means the provisions of applicable laws and the condominium documents.
- 4.8.** To contract for management of the Condominium.

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4.9. To carry insurance for the protection of the unit owners and the Association

4.10. To pay the cost of all utility services rendered to the Condominium and not billed to owners of individual units

4.11. To employ personnel and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association

4.12. To bring and defend suits, make and execute contracts, deeds, mortgages, leases and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property and to grant easements and licenses over the Condominium property necessary or desirable for proper operation of the Condominium.

4.13. **CONTRACTS FOR PRODUCTS AND SERVICES** - All contracts for the purchase, lease or renting of materials or equipment or for services, or any contract that is not to be fully performed within one (1) year, shall be in writing. As to any such contract which requires payment exceeding five percent (5%) of the total annual budget of the Association, including reserves, except for contracts with employees of the Association, attorneys, accountants, architects, engineers, and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County. The Association need not accept the lowest bid. The Association may opt out of this provision if thirty (30) of the unit owners vote to do so.

4.14. **FINES** - The Directors may, pursuant to Section 718.303, Florida Statutes, impose fines not to exceed \$100.00, for failure to comply with the provisions of the Condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00.

4.15. The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days and said notice shall include

1. A statement of the date, time and place of the hearing.
2. A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, or rules and regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association

The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.

4.16. The party against whom the fine or sanction may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

4.17. **COMMITTEES** - The Board may establish executive committees from time to time where allowed to do so as authorized by law and as it may be amended from time to time or to delegate matters to agents or managing agent of the Association. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget have the right to hold closed meeting and are exempt from F.S. 112 (2) (c).

4.18. **HURRICANE SHUTTERS** - The Board of Directors shall adopt hurricane shutter specifications for each building within the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building

code requirements. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

5. OFFICERS

5.1. EXECUTIVE OFFICERS - The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors and who may be removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except the President.

5.2. PRESIDENT - The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. VICE PRESIDENT - The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. SECRETARY - The Secretary shall keep the minutes of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5. TREASURER - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. EMPLOYEES' COMPENSATION - The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association provided any applicable laws are adhered to.

5.7. INDEMNIFICATION - Every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, mediation, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, officer, or committee member admits or is adjudged guilty of gross negligence, willful malfeasance, misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to, and not exclusive of, any and all rights of indemnification to which such Director, officer or committee member may be entitled by common law or statute.

5.8. DELEGATION - To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

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6. **MINUTES AND INSPECTION OF RECORDS** - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days. All Association official records, as defined in Section 718.111(1), Florida Statutes, shall be available for inspection by unit owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The records of the Association shall be made available to a unit owner within five (5) days after receipt of written request by the Board or its designee. Compliance with this provision may be made by having a copy of the official records of the Association available for inspection or copying on the Condominium property or Association property.

7. **FISCAL MANAGEMENT** - The Association fiscal management shall be in accordance with the following provisions:

7.1. **BUDGET** - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Association including insurance and management fees, if any, and which shall include reserves for capital expenditures and deferred maintenance which may later be waived by the owners. Reserve funds, and any accrued interest on the funds, shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. The budget shall contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year upon proper notice to the members.

7.2. **MAILING** - A copy of the proposed annual budget shall be mailed to the unit owners not less than fourteen (14) days prior to the meeting of the Directors at which the budget shall be adopted together with a notice of the meeting.

7.3. **ASSESSMENTS** - Assessments for recurring common expenses shall be established for the following calendar year annually in advance. The shares of the unit owners of the common expenses shall be made payable in twelve (12) equal monthly installments in advance or, at the discretion of the board, in four (4) quarterly installments in advance. Payment shall be due on the first day of each month, or each quarter, and shall become delinquent ten (10) days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is recorded and may include the amounts due for the remainder of the fiscal year for which the claim of lien was recorded in the Public Records.

7.4. **SPECIAL ASSESSMENTS AND CHARGES** - Assessments and charges for common expenses which are not provided for and funded in the budget shall be made upon approval of the Board of Directors. The time of payment shall be determined by the Board.

7.5. **ASSESSMENT ROLL** - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

7.6. **LIABILITY FOR ASSESSMENTS AND CHARGES** - A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the

assessments are made. Where an institutional mortgagee holding a first mortgage of record obtains title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee and its successors and assigns is liable for the unpaid assessments that become due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgage be liable for more than six (6) months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less.

7.7. LIENS FOR ASSESSMENTS - The unpaid portion of an assessment, including any accelerated assessment which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Section 718.116, Florida Statutes.

7.8. UNPAID CHARGES - Unpaid charges which are due together with costs, interest and reasonable attorney's fees, including appeals for collection, shall be the basis for an action at law by the Association against the unit owner.

7.9. COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS - Assessments paid on or before ten (10) days after the date due shall not bear interest or bear a late charge. The Board shall have the right to charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late. If a Claim of Lien is filed the Board may assess interest and late charges at the highest lawful rate from the date due until paid. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees and then to the assessment payment first due.

7.10. COLLECTION - SUIT - The Association, at its option, may enforce collection of delinquent assessments by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association shall mail by certified mail to the unit owner a written notice of its intention to foreclose the assessment lien thirty (30) days before commencing foreclosure, unless Notice of Contest of Lien has been filed.

7.11. ACCOUNTS - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12. ASSOCIATION DEPOSITORY - The Association shall maintain its funds in such financial institutions authorized to do business in Florida as shall be designated from time to time by the Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.13. COMMINGLING OF FUNDS PROHIBITED - All funds shall be maintained separately in the Association's name. In addition, reserve funds shall be maintained separately from operating funds in a reserve fund account. No manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes.

7.14. **FINANCIAL REPORTS** - A complete financial report of actual receipts and expenditure of the Association shall be made annually. A copy of the report shall be furnished to each member and the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation, within sixty (60) days after the end of the year

7.15. **FIDELITY BONDING** - The Association shall obtain and maintain adequate fidelity bonding for all persons who control or disburse funds of the Association in accordance with the Florida Statutes, as amended from time to time. However, in the case of a person providing management services to the Association and required to be licensed pursuant to Section 468.432, Florida Statutes, the cost of bonding may be reimbursed by the Association; all such persons providing management services to an Association shall provide the Association with a certificate of insurance evidencing compliance with this paragraph

8. **PARLIAMENTARY RULES** - A parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation or Bylaws of the Association or with the laws of the State of Florida

9. **BYLAW AMENDMENTS** - Amendment to the Bylaws shall be adopted in the following manner.

9.1. **NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which or by which a proposed amendment is considered.

9.2. **PROPOSAL OF AMENDMENTS** - An amendment may be proposed by either a majority of the Directors or by ten percent (10%) of the voting interests.

9.3. **ADOPTION OF AMENDMENTS** - A resolution adopting a proposed amendment to the Bylaws of the Association must be approved by the concurrence of not less than a majority of the Directors of the corporation and not less than a majority of the votes of the entire membership of the Association.

9.4. **EFFECTIVE DATE** - An amendment when adopted shall become effective only after being recorded in the Public Records.

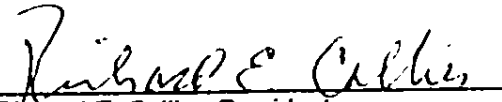
9.5. **AUTOMATIC AMENDMENT** - These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Articles of Incorporation, or the Condominium Act, as amended from time to time.

9.6. **PROPOSED AMENDMENT FORMAT** - Proposal to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ____ FOR PRESENT TEXT."

10. **MANDATORY ARBITRATION OF DISPUTES** - If unresolved, disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation. The prevailing party may be awarded the costs of the arbitration, reasonable attorney's fees, or both, in an amount determined in the discretion of the arbitrator.

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The foregoing were adopted as the Amended and Restated Bylaws of the Villas of Cross Creek II Condominium Association, Inc., on this 14 day of March, 1997


Richard E. Collier, President

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