

THE CROSSINGS
LANDOWNERS ASSOCIATION, INC.

ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The SUBDIVISION may be used for single family dwellings and two (2) family dwellings, and for no other purposes. No business buildings may be erected on said lands and no business may be conducted on any part thereof, no shall any building or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, the SUBDIVIDER, its successors or assigns shall ow any LOT in the SUBDIVISION, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize LOTS for a sales office or models so long as said persons or entities own any LOT SUBDIVISION.
2. SIZE OF DWELLING UNITS. All single family dwelling units erected or constructed on ant LOT shall have a minimum square footage based on the applicable zoning for such LOT as follows:

<u>ZONING</u>	<u>MINIMUM SQUARE FEET</u>
R-1-B	1,500
R-1-C	1,250
R-2-A	950

A multiple family building shall mean buildings in which one (1) single family dwelling unit is fully attached or partially attached to another single family dwelling unit or in which separate buildings are contained within one (1) LOT under a zoning classification allowing for same-such as patio, cluster or "zero lot line" homes. No building shall be erected over a height of thirty-five (35) feet.

3. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind, including additional, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, colors, location and plot plan thereof, in detail and to scale, shall have been submitted to and approved by the SUBDIVIDER, in writing, before and construction has begun. Failure to submit the plans, specifications, colors, location and plot plan, in detail and to scale, or failure to acquire the approval of the SUBDIVIDER shall be deemed a material breach of this Restriction. The SUBDIVIDER shall then have

the right to proceed in the courts to compel a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any build or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Coral Springs Building Department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. The SUBDIVIDER will not assume any responsibility in this regard before, during or after construction on any of the LOTS in this SUBDIVISION. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the SUBDIVIDER before plan approval will be given. No exterior colors on any building or structure on any LOT shall be permitted that, in the sole judgment of SUBDIVIDER, would be inharmonious or discordant, or incongruous for the SUBDIVISION. The SUBDIVIDER may partially assign the rights contained in this Paragraph 3 with respect to particular LOTS.

No structure of any kind of what is commonly known as "factory built", "modular" or "mobile home" type construction shall be erected in the SUBDIVISION without written permission of the SUBDIVIDER. OWNER must submit to SUBDIVIDER full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by SUBDIVIDER, SUBDIVIDER shall not assume any liability for any loss that might be sustained by OWNER.

Pitched roofs shall have a minimum pitch of 2-1/2:12 and shall be constructed of flat or barrel cement tile, hand sawn or split cedar shakes, asphalt shingles, slate, copper, a stepped Bermuda type roof of poured light-weight aggregate concrete, all as defined by common usage in Broward County, Florida. In the event that some new, attractive material for roofing surfaces is discovered, or invented, the SUBDIVIDER may, in its sole discretion, approve the use of such new materials.

Flat roofs may be utilized, provided that the flat roof area does not comprise over forty percent (40%) of the total roof area. Such flat roofs are to be located to the rear of the dwelling. Notwithstanding the above, a mansard roof or a flat roof locate elsewhere than to the rear of the building shall be permissible if approved in writing by the SUBDIVIDER. All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms are to be located to the rear of the building except that storage rooms or areas may be placed elsewhere when used as part of the architectural design to connect two (2) separate dwelling areas. Refusal of approval of plans and specifications, location and plot plan, by the SUBDIVIDER may be based on any

grounds, including purely aesthetic grounds, in the sole and absolute discretion of the SUBDIVIDER.

The plans and specifications shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs on the LOT. The Determination of whether adequate provision of landscaping shall be at the sole discretion of the SUBDIVIDER. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. The location and type of mailbox must conform to all government regulations and must be maintained in good condition.

All areas not covered by buildings, structures or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting lakes or canals. No stone, gravel or paving of any type shall be used as a lawn unless approved as part of the landscaping plan.

4. GARAGES, CARPORTS AND STORAGE AREA. No garage shall be erected which is separate from the main building and no unenclosed storage area shall be erected. No enclosed storage area shall be erected which is separate from the building. All single family and two (2) family residences shall have a garage or garages providing parking for at least two (2) cars. However, it may be permissible, at the sole discretion of the SUBDIVIDER, to have side entry carports with enclosed storage areas on two family residences only.
5. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than six feet above the ground level of adjoining property (except for walls not exceeding eight feet above ground level when such wall or fence connects two dwelling units as a part of the architectural design of such dwellings) and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six feet without written approval by SUBDIVIDER. No wall or fence shall be constructed on any LOT until its height, type, design, composition and location shall have been approved, in writing, by SUBDIVIDER. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to heights shall have resolved by SUBDIVIDER, whose decision shall be final.
6. ANTENNAS No outside antennas, antenna poles, antenna masts, electronic devices or antenna towers shall be permitted.
7. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted unless

approved, in writing by SUBDIVIDER. The SUBDIVIDER may, upon request of the owner, permit a temporary construction facility during construction, and its size, appearance, and temporary construction facility during construction, and its size, appearance, and temporary location on the property must be approved by SUBDIVIDER, in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by the SUBDIVIDER, in writing.

8. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR-CONDITIONERS. All garbage and trash containers, air-conditioning units, oil tanks, bottled gas tanks, and all permanently fixed swimming pool equipment and housing, must be underground or placed in walled-in or landscaped areas so that they shall be substantially concealed or obscured from any eye-level elevation on any street or adjacent property, and adequate landscaping shall be installed and maintained by the owner.
9. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed.
10. METHOD OF DETERMINING SQUARE FOOTAGE AREA. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.
11. SIGNS. No signs shall be erected or displayed on any LOT or on any structure unless the placement and character, form, size and time or placement of such sign be first approved, in writing, by SUBDIVIDER. No free standing signs shall be permitted unless approved, in writing, by SUBDIVIDER. Said signs must also conform with local regulatory ordinances.
12. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush or other unsightly growths or objects then the SUBDIVIDER may, after notice as provided below, enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The property, buildings, improvements, landscaping and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the property, buildings, structures, improvements, landscaping and appurtenances to the

satisfaction of the SUBDIVIDER and upon the OWNER'S failure to make such corrections within thirty days of written notice by the SUBDIVIDER, the SUBDIVIDER may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the owner. The SUBDIVIDER may require the owner to deposit with the SUBDIVIDER the estimated cost thereof as determined by the SUBDIVIDER. If any OWNER fails to make payment within thirty days after requested to do so by the SUBDIVIDER, the payment requested shall be a lien on the land.

13. MAINTENANCE OF EASEMENT PARCEL. The association shall have all responsibility and obligations in any way related to the EASEMENT PARCEL and its maintenance and/or improvement as well as the exercise of any licenses, rights and benefits attendant upon or included in such EASEMENT PARCEL such as, but not limited to, the preservation of retention lakes thereon and other related drainage facilities for the purposes of allowing drainage from the lands comprising the SUBDIVISION into the EASEMENT PARCEL. The obligation with respect to the EASEMENT PARCEL shall commence upon the conveyance of the EASEMENT PARCEL or any portion thereof from the DEVELOPMENT CO. to the ASSOCIATION. However, the ASSOCIATION reserves the right, and DEVELOPMENT CO. grants said right, for the ASSOCIATION to undertake the responsibility and obligation for all portions of the EASEMENT PARCEL whether or not entirely conveyed to the ASSOCIATION if it is deemed appropriate by the ASSOCIATION in order to provide drainage for any portion of the SUBDIVISION lands.

14. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the SUBDIVISION and the surrounding area, and in order to maintain and/or improve the EASEMENT PARCEL, as well as in the interest of public health and sanitation, each LOT within the SUBDIVISION is hereby subject to annual assessments, together with the interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made, after the recording of a Claim of Lien for said assessment pursuant to the procedures hereinafter provided. Each such assessment, together with interest thereon and costs of collection, as hereinafter provided, shall also be the personal obligation of the person who was the OWNER of the LOT at the time when the assessment fell due. The annual assessment may be adjusted from year to year by the ASSOCIATION, as the needs of the ASSOCIATION may require. All assessments, both regular and special, by the ASSOCIATION may require. All assessments, both regular and special, by the ASSOCIATION shall be against all LOTS subject to its jurisdiction equally and therefore, each LOT (and its OWNER or OWNERS) within the SUBDIVISION shall pay the same amount assessed against each other LOT within the subdivision.

15. EFFECT OF NON-PAYMENT OF ASSESSMENT. If the assessments herein provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest at the highest legal rate from the date due and costs of collection, including reasonable attorneys' fees, be a charge on the land upon the recordation of a Claim of Lien and shall be a continuing Lien upon the LOT against which each such assessment is made and shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives and assigns with the personal obligation of the then OWNER remaining his personal obligation as set forth in Paragraph 14 hereof. Said Claim of Lien may be foreclosed by the ASSOCIATION in the same manner as a mortgage, or the ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the Assessment. When the mortgagee of a first mortgage of record or other purchaser of a LOT obtains title to the LOT as a result of a foreclosure of the first mortgage or as a result of a deed in lieu of foreclosure, such party acquiring title and its successors and assigns shall not be liable for the share of assessments chargeable to the previous LOT OWNER which became due prior to such acquisition of title unless the Claim of Lien was recorded prior to the recording of the aforesaid mortgage.
16. NOTICES TO SUBDIVIDER. Notices to SUBDIVIDER, or request or approval of plans, specifications and location of building or signs, shall be in writing and delivered or mailed to SUBDIVIDER at its principle place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by SUBDIVIDER. No request shall be deemed granted or approval deemed given unless in writing signed by SUBDIVIDER.
17. NOTICE TO OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or if not shown thereon, to the address of the OWNER at the address shown on the deed as recorded in the Public Records of Broward County, Florida.
18. TRUCKS, COMMERCIAL VEHICLES, MOBILE HOMES, BOATS CAMPERS, AND TRAILERS. No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, campers or mobile homes shall be permitted to park on or near the property at any time unless kept fully enclosed inside the building. None of the aforementioned shall be used

as a domicile or a residence, either permanent or temporary.

19. NO SUBDIVISION. None of the LOTS in the SUBDIVISION shall be divided nor sold except as a whole, without the written approval of the SUBDIVIDER.
20. CONDOMINIUM. No restriction herein contained shall be construed as in any manner limiting or preventing any lot and the improvements thereon from being submitted to a plan of condominium ownership for any lot and the improvements thereon from being submitted to a plan of condominium ownership for any lot covered hereby, shall not be construed as constituting a subdivision of any lot in the subdivision.
21. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the property, those easements shown upon any Plats of this SUBDIVISION presently or hereafter recorded, each being herein designated "Utility Easement", and there is also hereby reserved easements and rights of way for constructing anchor guys for electric and telephone poles, as shown on such plats of this SUBDIVISION and there is hereby further reserved for a term of twenty years from the date of this instrument by the SUBDIVIDER, its successors and assigns, full free right and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines and such other further public service facilities as SUBDIVIDER may deem necessary along, through, in, over and under a strip of land on each LOT not more than six feet in width, as measured at right angles from any LOT lines. Said easement shall follow the perimeter of the LOT lines. The SUBDIVIDER will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty years.
22. NON-LIABILITY OF SUBDIVIDER. The SUBDIVIDER herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.
23. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this paragraph 23 shall be decided by SUBDIVIDER, whose decision shall be final.

24. FILLING IN. No LOT shall be increased in size by filling in the water on which it abuts, and the slope of the canal and lake banks shall be maintained by OWNER.
25. OWNER COMPLIANCE. The covenants, restrictions and servitude imposed by the Declaration of Restrictions shall apply not only to OWNERS, but also to any person, or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission of invitation of the OWNER or his tenants, expressed or implied.
Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of the SUBDIVIDER of enforcement of these restrictions, and in additional, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees and invitees of his tenants at any time.
26. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER or the ASSOCIATION or the OWNERS for a period of sixty years from the date these restrictions are recorded, after which time the said restrictions will be automatically extended for successive periods of ten years until an instrument signed by two-thirds of the then OWNERS of the LOTS has been recorded agreeing to terminate shall be effective unless made and recorded three years in advance of the effective date of such termination, and unless written notice of the proposed termination is sent to every OWNER of a LOT at least ninety days in advance of any action taken.
27. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER may, in its sole discretion, revise, modify, amend and add to (collectively termed "power of amendment") this Amended Declaration of Restrictions, or any part thereof so long as the SUBDIVIDER holds Title to any LOT affected by this Declaration. This power of amendment, however, shall be limited to such revision, modification, amendments and additions of the terms hereof as shall not impair or substantially or materially change the general and uniform plan of development originally set forth herein. Further, after the SUBDIVIDER no longer owns any LOT affected by this Declaration or with the SUBDIVIDER'S consent, this power of amendment may be exercised by OWNER'S holding not less than two-thirds vote of the membership in the ASSOCIATION.
28. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any

person or persons violating or attempting to violate any covenants or restrictions either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorney's fees, which fees shall include those incurred by reason of any appellate proceedings, incurred in the enforcement of these covenants, restrictions or liens shall be paid by OWNER. Failure by the SUBDIVIDER to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver for the right to do so thereafter.

29. SEVERABILITY CLAUSE. Invalidation of any of these restrictions in whole or in part, by a court of competent jurisdiction, shall not effect any of the other restrictions.
30. SUBDIVIDER'S RIGHTS. After the SUBDIVIDER or any of its assignees no longer owns any LOT within the SUBDIVISION, all rights of the SUBDIVIDER as contained within this Declaration shall automatically inure to the benefit of the ASSOCIATION. Thereafter, the word ASSOCIATION shall be substituted for the word SUBDIVIDER in all those provisions of these restrictions which grant a continuing or future right. In addition, the ASSOCIATION shall immediately be entitled to the rights of the SUBDIVIDER as they pertain to particular individual LOTS within this SUBDIVISION as and when a particular LOT is in fact fully constructed for residential purposes and a Certificate of Occupancy has been issued by the property governmental authorities. After the time of Certification of Occupancy the ASSOCIATION shall be entitled to exercise all rights of the SUBDIVIDER with respect to that particular LOT.