

29.00

67

DECLARATION

OF

RESTRICTIONS

RIVER CROSSING UNIT 4

10	1247	01-09-87	2103
10	CASH TOTAL	1	29.00

RIVER CROSSING DEVELOPMENT CO., INC., a Florida Corporation, hereinafter referred to as the Developer, does hereby declare that the following constitute the restrictions for all lots in RIVER CROSSING UNIT 4, as per plat recorded in Plat book 25, Pages 12 and 13, of the Public Records of Pasco County, Florida.

The following restrictions are now being recorded by developer as covenants running with the land. These have been made up for the protection, pleasure and enjoyment of all property owners in RIVER CROSSING UNIT 4. All purchasers of lots affected hereby are subject to these restrictions.

The restrictions, covenants, easements, conditions and charges affect all lots in RIVER CROSSING UNIT 4, as per plat recorded in Plat Book 25, Pages 12 and 13, of the Public Records of Pasco County, Florida.

1. No more than one (1) dwelling shall be placed on any lot herein.

2. Lots, except as hereinafter set forth, shall be used for residential purposes only.

3. No business of any kind will be permitted on any of said lots, except personal services where the business conducted on the premises is limited to conferences only. This restriction shall not apply to model homes or sales offices maintained in connection therewith.

4. The Developer reserves the right to nullify restrictions on any lots which are to be used for a community purpose or well site.

5. All buildings shall be reasonably maintained and shall be kept painted or plastered to maintain a nice appearance of the subdivision.

6. All property owners are required to keep their property clean, mowed when weeds are high, and free of all unsightly structures or debris. The Developer, or its assigns, shall have the right at any time to clean up any lots so that this restriction is complied with and make a reasonable charge for such services to the owners, and if the owner refuses to pay, to file a lien therefor, pursuant to the mechanic's lien law of the State of Florida.

7. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish, or other discarded matter upon the premises must be placed in the rear of the premises and not displayed in the front of any lot or parcel, unless buried, except on regular days for the collection of trash, garbage and rubbish, as may be provided by any sanitary service.

8. No fences shall be erected or maintained on any lot or lots which shall be in excess of five (5) feet in height, except hedges or shrubbery, which shall not exceed an average height of five (5) feet. Said fences shall conform and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in all respects to be of pleasing appearance.

Return to: River Crossing Development Co. Inc.
 6709 Ridge Road, Suite 300
 Fort Rucker, AL 36568
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9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding or any portion of same shall be parked or used on any lot any time as a residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the above described lots except temporary buildings used during the construction and promotion of houses and sales of the lots hereinabove described.
11. No trucks, trailers, recreational vehicles, commercial vehicles, or boats shall be allowed to be parked on the street or on any of these lots either temporarily or permanently. The term "recreational vehicle" shall not include vans used for personal use. The term "truck" shall not include pick-up trucks up to 3/4 ton gross vehicle weight. Recreational vehicles may be parked for not more than seven (7) days in any calendar quarter.
12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that these restrictions shall not apply to signs used by a builder to advertise the property during the promotion and construction of the houses and sales of the lots hereinafter described.
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
14. All household pets must be kept on the owner's land or on leashes, the number of household pets to be no more than three.
15. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
16. No water well shall be drilled, maintained or used on this property, except a well to be used for irrigation purposes only; and not for use in the house, and said wells are not to be connected with the central water system.
17. All grantees, heirs, successors, legal representatives, and assigns taking any lot or lots shall be subject to these covenants and charges.
18. If any covenants herein are breached by the owner, his assigns, tenants, or agents, the Developer, or its assigns, or other owners may bring such action as may be necessary to enforce these covenants; the losing party to pay all costs thereof, including all attorney fees.
19. The failure of any land owner to enforce any restrictions, condition, covenant or agreement herein contained, shall be in no event deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.
20. Enforcements of these covenants shall be by proceedings at law or in equity against any person or persons

violating or attempting to violate any covenants either to restrain violations or to recover damages.

21. It shall be lawful for any person or persons owning any real property herein described and situated in the development or subdivision to prosecute any proceedings at law or in equity against the person or either to prevent him or them from so doing or to recover damages or other dues for such violation.

22. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. The owners shall be under no duty, either expressed or implied, to enforce the foregoing restrictions, but shall have the right to enforce said restrictions should they so elect.

24. The foregoing restrictions shall run with the land and are imposed on and intended to benefit and burden every parcel of land in said subdivision.

25. Where the word "Developer" is used herein, it is construed that same means Developer, or its lawful assignees, beneficiaries of a trust, or their assigns, heirs, personal representatives and assigns.

26. All grantees, heirs, successors, legal representatives or assigns taking any lot or lots shall purchase and take such lots subject to these covenants.

27. The Developer shall have the right to modify or amend these restrictions without limitation.

28. All homes constructed in the subdivision shall have the entire front and back yards of the home sodded with Argentine Bahia Sod, and there shall be no gravel front yard unless same is approved in writing by the Developer. The Developer shall approve all plans for the construction of homes prior to commencement of construction. All homes shall have a minimum of 900 square feet of living area, and no homes shall be constructed with carports.

29. There shall be a minimum setback for all structures as follows:

(a) There shall be a twenty foot setback from the front lot line to the building or any supporting structures.

(b) The side lot line setback shall be seven and one-half feet from any structure.

(c) The setback from the rear of the lot shall be fifteen feet, and in no case shall any structure be built on a utility or drainage easement.

(d) Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty feet unless that side faces a street that other homes front on. Then, in that event, the side yard setback shall not be less than the front setback of the house next to it on that street.

In any event, all structures must meet the minimum setback requirements of the Pasco County Zoning Ordinance.

O.R. 1571 PG 0266

30. There shall be constructed in the front of each and every lot a sidewalk which shall meet the specifications outlined by the Developer. All doublefront lots shall have sidewalks on both the front and the rear of said lots, pursuant to the Pasco County regulations.

31. No above-the-ground swimming pools shall be installed on any of the lots in said subdivision. No laundry shall be dried on any permanent clothes lines and temporary or portable clothes lines shall be removed and stored at least nightly and at any time when not in use.

32. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2025, A.D., at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed that it is to the best interests of the subdivision that changes be made, in which cases, such changes shall then be evidenced.

33. ASSOCIATION: There shall be a homeowners' association to be known as RIVER CROSSING HOMEOWNERS ASSOCIATION, INC.

(1) "Homeowners association" shall mean and refer to the River Crossing Homeowners Association, Inc., its successors and assigns.

(2) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(3) "Properties" shall mean and refer to that certain real property hereinabove described, and shall refer to such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

(4) "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the respective owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is set forth and described as follows:

TRACTS A and B, RIVER CROSSING, Unit J, as shown in Plat Book 24, Page 120&121 Public Records of Pasco County, Florida.

(5) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the properties, with the exception of the Common Area.

(6) "Declarant" shall mean and refer to River Crossing Development Co., Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

34. PROPERTY RIGHTS:

A. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(1) The right of the Association to dedicate or transfer all or any part of their Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

B. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

35. MEMBERSHIP AND VOTING RIGHTS:

A. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

B. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot then owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. Class B member(s) shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(1) when the total voter outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(2) on January 1st, 1988.

36. COVENANT FOR MAINTENANCE ASSESSMENTS:

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the applicable Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment came due.

B. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for this improvement and maintenance of the Common Areas. The Association shall be responsible for

the maintenance of all drainage areas and drainage easements as indicated on the plat.

C. MAXIMUM ANNUAL ASSESSMENT:

(a) Until January 1 of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and no/100 (\$120.00) Dollars per Lot.

(b) From and after January 1 of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased more than 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, required for maintaining Common Area.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon their Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

E. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS C AND D.

Written notice of any meeting called for the purpose of taking any action authorized under Sections C and D shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all votes of each class of membership shall constitute a quorum.

F. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

G. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Areas, provided however, that, for a period of two (2) years after such commencement date, the Developer shall have the option to either pay the annual assessment for each lot then owned by the Developer or to collect and receive the annual assessments from all other lot owners and to perform or pay for all maintenance and related expenses of the association at Developer's expense. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot within their area at least thirty (30) days in advance of each annual assessment

period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate on a lot is binding upon the Association as of the date of its issuance.

H. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

I. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the said RIVER CROSSING DEVELOPMENT CO., INC., a Florida Corporation, has caused these presents to be signed in its name by its President and its corporate seal to be affixed, attested to by its Secretary, this 8th day of January, 1987.

WITNESSES:

RIVER CROSSING DEVELOPMENT CO., INC.

Karen A. Smith
Margaret A. ...

By: *Richard G. Deeb*
RICHARD G. DEEB,
President

Attest: *Alex R. Deeb*
ALEX R. DEEB, Secretary

FLORIDA
JAN 9 6 56 PM '87
RIVER CROSSING DEVELOPMENT CO., INC.

CORPORATE SEAL:

STATE OF FLORIDA

COUNTY OF PASCO

I HEREBY CERTIFY that on this 8th day of January, 1987 before me personally appeared RICHARD G. DEEB, President and ALEX R. DEEB, Secretary, respectively, of RIVER CROSSING DEVELOPMENT CO., INC., a Florida Corporation, to me known to be the persons described in and who executed the above to be their free act and deed as such officers, for the uses and purposes therein mentioned; that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Port Richey, in the County of Pasco and State of Florida, the day and year last aforesaid.

Margaret A. ...
Notary Public

My Commission Expires: 9-15-87

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 15 1987
BONDED THRU GENERAL INSURANCE UND

O.R. 1571 PG 0270



2001176390
Rcpt: 551766 Rec: 10.50
DS: 0.00 IT: 0.00
12/18/01 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
12/18/01 03:14pm 1 of 2
OR BK 4805 PG 1539

R

NSec/riverassignment
Prepared by and return to:
DONALD R. PEYTON, ESQ.
7317 Little Road
New Port Richey, FL 34654

ASSIGNMENT

Assignor, RIVER CROSSING DEVELOPMENT CO., INC., ("Developer") hereby assigns to Assignee, RIVER CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, all the rights of Developer, including, without limitation, the right of enforcement, without relinquishing such rights, so that both Assignor and Assignee jointly and separately have such rights, as set forth in the following instruments, namely:

1. "DECLARATION OF RESTRICTIONS RIVER CROSSING UNITS ONE AND TWO" as recorded in Official Records Book 1532, beginning at Page 651, Public Records of Pasco County, Florida.
2. "AMENDED DECLARATION OF RESTRICTIONS RIVER CROSSING UNITS I AND II" as recorded in Official Records Book 1557, beginning at Page 895, Public Records of Pasco County, Florida.
3. "DECLARATION OF RESTRICTIONS RIVER CROSSING UNIT III" as recorded in Official Records Book 1571, beginning at Page 239, Public Records of Pasco County, Florida.
4. "DECLARATION OF RESTRICTIONS RIVER CROSSING UNIT IV" as recorded in Official Records Book 1571, beginning at Page 264, Public Records of Pasco County, Florida.
5. "DECLARATION OF RESTRICTIONS RIVER CROSSING UNIT V" as recorded in Official Records Book 1555, beginning at Page 1793, Public Records of Pasco County, Florida.
6. "DECLARATION OF RESTRICTIONS OF RIVER CROSSING UNIT VI" as recorded in Official Records Book 1581, beginning at Page 1656, Public Records of Pasco County, Florida.
7. "DECLARATION OF RESTRICTIONS OF RIVER CROSSING UNIT VII" as recorded in Official Records Book 1601, beginning at Page 190, Public Records of Pasco County, Florida.
8. "DECLARATION OF RESTRICTIONS OF RIVER CROSSING UNIT VIII" as recorded in Official Records Book 1601, beginning at Page 187, Public Records of Pasco

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County, Florida.

9. "DECLARATION OF RESTRICTIONS OF RIVER CROSSING UNIT IX" as recorded in Official Records Book 1600, beginning at Page 930, Public Records of Pasco County, Florida.

10. "DECLARATION OF RESTRICTIONS OF RIVER CROSSING UNIT TEN" as recorded in Official Records Book 1651, beginning at Page 511, Public Records of Pasco County, Florida.

Signed this December 10th, 2001.

Signed, sealed and delivered
In the presence of:

RIVER CROSSING DEVELOPMENT
COMPANY, INC.

sign *Dorothea R Caruso*
print name DOROTHEA R CARUSO

by: *Alex R Deeb*
ALEX R. DEEB, President

(CORPORATE SEAL)

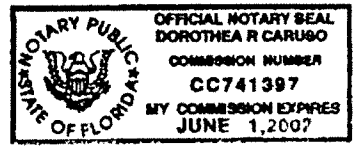
sign *Carol A Beard*
print name Carol A. Beard



STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this December 10th, 2001, by ALEX R. DEEB as president of River Crossing Development Company, Inc, a Florida corporation, who is personally known to me.

Dorothea R Caruso
Notary Public



**CERTIFICATE OF AUTHENTICITY
AS TO THE ARTICLES OF INCORPORATION AND BY-LAWS
OF
RIVER CROSSING HOMEOWNER'S ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that the attached Exhibit "1" constitutes a true and correct copy of the Articles of Incorporation of River Crossing Homeowner's Association, Inc., and the attached Exhibit "2" constitutes a true and correct copy of the By-Laws of River Crossing Homeowner's Association, Inc., and any amendment to same.

RIVER CROSSING HOMEOWNER'S ASSOCIATION, INC. is the Homeowners Association organized for the purpose of administering a development known as River Crossing in Pasco County, Florida, in accordance with that certain Declaration of Restrictions for River Crossing Units One and Two, recorded in O.R. Book 1532, Page 651 et seq. and amended in O.R. Book 1557, Page 895 et seq.; Declaration of Restrictions for River Crossing Unit III, recorded in O.R. Book 1571, Page 239 et seq.; Declaration of Restrictions for River Crossing Unit IV, recorded in O.R. Book 1571, Page 264 et seq.; Declaration of Restrictions for River Crossing Unit V, recorded in O.R. Book 1555, Page 1793 et seq.; Declaration of Restrictions for River Crossing Unit VI, recorded in O.R. Book 1581, Page 1656 et seq.; Declaration of Restrictions for River Crossing Unit VII, recorded in O.R. Book 1601, Page 190 et seq.; Declaration of Restrictions for River Crossing Unit VIII, recorded in O.R. Book 1601, Page 187 et seq.; Declaration of Restrictions for River Crossing Unit IX, recorded in O.R. Book 1600, Page 930 et seq.; and Declaration of Restrictions for River Crossing Unit X, recorded in O.R. Book 1651, Page 511 et seq., all of the Public Records of Pasco County, Florida, as same may have been supplemented, amended and/or restated from time to time.

IN WITNESS WHEREOF, _____, as President, and _____, as Secretary, of RIVER CROSSING HOMEOWNER'S ASSOCIATION, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this _____ day of _____, 2018.

Two Witnesses as to President

RIVER CROSSING HOMEOWNER'S
ASSOCIATION, INC.

Witness No. 1 Signature

By: _____
_____, as President

Witness No. 1 Printed Name

Attest:

Witness No. 2 Signature

_____, as Secretary

Witness No. 2 Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

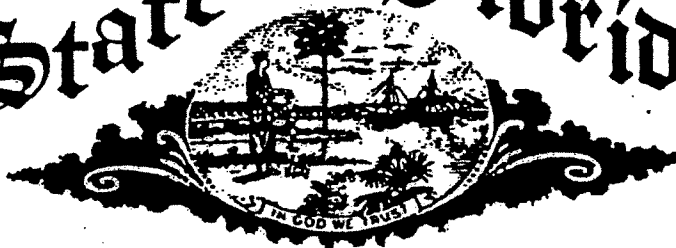
BEFORE ME, the undersigned authority, personally appeared _____ and _____, to me known to be the President and Secretary, respectively, of RIVER CROSSING HOMEOWNER'S ASSOCIATION, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, 2018.

My Commission Expires:

Notary Public, State of Florida

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of RIVER CROSSING HOMEOWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on July 25, 1986.

The charter number for this corporation is N16033.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
25th day of July, 1986.



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

WP-104 CER-101

ARTICLES OF INCORPORATION

OF

RIVER CROSSING HOMEOWNERS ASSOCIATION, INC.

FILED
JUL 25 10 29 AM '96
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE i

The name of the corporation (hereinafter called the Association) is RIVER CROSSING HOMEOWNERS ASSOCIATION, INC.

ARTICLE ii

The specific primary purposes for which the Association is formed are to provide for maintenance, preservation, and architectural control of the residence lots and Common Areas within a certain tract of real property as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, which will be subdivided into a subdivision to be known as RIVER CROSSING; and to promote the health, safety and welfare of the residents within the above described subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have power to:

(a) Perform all of the duties and obligations of the Association as set forth in a certain Declaration of Covenants, Conditions, and Restrictions (the Declaration) applicable to the subdivision of RIVER CROSSING to be recorded in the public records of Pasco County, Florida;

(b) Affix, levy, and collect, and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) Borrow money and, subject to the consent by vote or written instrument of two-thirds of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedication, sale, or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes;

(g) Have and exercise any and all powers, rights, and privileges that a nonprofit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall, be perpetual.

ARTICLE V

The name and residence address of each subscriber is:

<u>Name</u>	<u>Address</u>
ALEX R. DEEB	6709 Ridge Road, Suite 300 Port Richey, Florida 33568

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors, a President and Vice-President, who shall at all times be members of the Board of Directors, and a Secretary and Treasurer. Such officers shall be elected or appointed at the first meeting of the Board of Directors following each annual meeting of members.

The names of the officers who are to serve until the first election or appointment are:

<u>Name</u>	<u>Office</u>
RICHARD G. DEEB	President
THOMAS P. DEEB	Vice-President
ALEX R. DEEB	Secretary/Treasurer

ARTICLE VII

The number of persons constituting the first Board of Directors of the Association shall be three (3), and the names and addresses of the persons who shall serve as directors until the first election are:

<u>Name</u>	<u>Address</u>
RICHARD G. DEEB	6709 Ridge Road, Suite 300 Port Richey, Florida 33568
THOMAS P. DEEB	same as above
ALEX R. DEEB	same as above

ARTICLE VIII

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds of each class of members existing at the time of and present at such meeting except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of each class of members existing at the time of, and present at such meeting, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while a class B membership exists.

ARTICLE X

The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of Declarant, as such term is defined in the Declaration, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such person shall be members. The vote for such lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned by Class A members.


Class B. The Class B member shall be the Declarant, as such term is defined in the Declaration, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

ARTICLE XI

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned

to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

Executed at Port Richey, Florida, on this 24th day of July, 1986.




ALEX R. DEEB

STATE OF FLORIDA

COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ALEX R. DEEB, to me known to be the person described in and who executed the foregoing instrument for purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this 24th day of July, 1986.



Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 15 1987
BONDED THRU GENERAL INSURANCE UND

CERTIFICATE DESIGNATING REGISTERED OFFICE
AND REGISTERED AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

1. RIVER CROSSING HOMEOWNERS ASSOCIATION, INC., desiring to organize under and in accordance with laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation, at Suite 300, 6709 Ridge Road, Port Richey, Florida 33568, has named ALEX R. DEEB, whose business office is located at 6709 Ridge Road, Suite 300, Port Richey, Florida 33568, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been designated as the Registered Agent for RIVER CROSSING HOMEOWNERS ASSOCIATION, INC., I hereby accept the designation and agree to act as the Registered Agent of said corporation.

By: 

ALEX R. DEEB

Dated: July 24, 1986

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL "B"

All of Tracts 62, 63 and 64 of the Tampa-Tarpon Springs Land Company Subdivision of Section 1, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records of Pasco County, Florida; ALSO a portion of Tract 21, and all of Tracts 22, 23, 24, 29, 30, 31 and 32 of said Tampa-Tarpon Springs Land Company Subdivision of Section 12, Township 26 South, Range 16 East; AND ALSO a portion of Tracts 4, 9, 10 and 11 and all of Tract 12 of the Port Richey Land Company Subdivision of Section 11, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 60 and 61 of the Public Records of Pasco County, Florida; AND ALSO that portion of Tract 54 of said Port Richey Land Company Subdivision of Section 2, Township 26 South, Range 16 East lying East of the centerline of the Pithlachascotee River; AND ALSO a portion of Tracts 35 and 37 of said Tampa-Tarpon Springs Land Company Subdivision of said Section 11; all being further described as follows:

Commence at the Southwest corner of said Section 12; thence run along the South boundary line of the Southwest 1/4 of said Section 12, South 89° 51' 59" East, a distance of 60.01 feet to the Easterly right-of-way line of Little Road as described in Official Record Book 888, Pages 1739, 1740 and 1741 of the Public Records of Pasco County, Florida; thence along the Easterly right-of-way line of said Little Road, the following courses and distances: 2,262.37 feet along the arc of a curve to the left, said curve having a radius of 2,060.26 feet and a chord of 2,150.41 feet which bears North 30° 47' 37" West; North 62° 15' 06" West, 331.76 feet to a point on said right-of-way for a POINT OF BEGINNING; thence continue along the Easterly right-of-way line of said Little Road; North 62° 15' 06" West, a distance of 120.00 feet; thence North 27° 44' 54" East, a distance of 177.98 feet; thence a distance of 319.07 feet along the arc of a curve to the right, said curve having a radius of 790.00 feet and a chord of 316.91 feet which bears North 39° 19' 08" East; thence North 50° 53' 22" East, a distance of 161.06 feet; thence a distance of 361.13 feet along the arc of a curve to the left, said curve having a radius of 460.00 feet and a chord of 351.93 feet which bears North 28° 23' 55" East; thence North 05° 54' 29" East, a distance of 370.61 feet; thence a distance of 660.12 feet along the arc of a curve to the right, said curve having a radius of 840.00 feet and a chord of 643.27 feet which bears North 28° 25' 16" East; thence due North a distance of 489.84 feet to a point on the North boundary line of said Tract 4; thence along the North boundary line of said Tract 4, South 89° 25' 05" East, a distance of 650.00 feet to the Southwest corner of said Tract 23; thence along the West boundary line of said Tract 23, North 06° 30' 26" West; a distance of 1010.47 feet to the Northwest corner of said Section 12, the same being the Southeast corner of said Section 2; thence along the South boundary line of said Section 2, North 89° 31' 16" West, a distance of 289.23 feet to the centerline of the Pithlachascotee River; thence meander the centerline of the Pithlachascotee River the following courses and distances: North 00° 24' 48"

feet to the southwest corner of said Tract 12; thence being the Southeast corner of said Tract 12; thence along the South boundary line of said Tracts 12, 11 and 10, North 89° 15' 55" West, a distance of 1,125.27 feet; thence North 50° 10' 35" West, a distance of 38.42 feet; thence a distance of 251.12 feet along the arc of a curve to the right, said curve having a radius of 540.00 feet and a chord of 248.86 feet which bears South 37° 34' 02" West; thence South 50° 53' 22" West, a distance of 105.60 feet; thence a distance of 274.64 feet along the arc of a curve to the left, said curve having a radius of 680.00 feet and a chord of 272.78 feet which bears South 39° 19' 08" West; thence South 27° 44' 54" West, a distance of 201.37 feet to the POINT OF BEGINNING.

This legal description is based on the Tract boundaries along the Port Richey Land Company road rights-of-way and the Tampa-Tarpon Springs Land Company road rights-of-way being the same as the 1/4-section boundaries adjacent to said Tracts and the acreage noted hereon includes the area within said road rights-of-way, measured to said 1/4-section boundaries.

The above described parcel contains 144.888 acres, more or less.

LGL10/010.13

East, 17.71 feet; North 05° 30' 05" West, 71.02 feet;
 North 41° 47' 39" West, 11.18 feet; North 30° 56' 15"
 West, 33.24 feet; North 00° 45' 10" West, 24.00 feet;
 North 09° 09' 02" East, 12.00 feet; North 20° 08' 49"
 East, 10.77 feet; North 53° 15' 30" East, 15.30 feet;
 North 39° 39' 28" East, 25.02 feet; North 47° 31' 14"
 East, 41.19 feet; North 22° 09' 50" East, 14.77 feet;
 North 41° 47' 03" East, 8.16 feet; North 80° 21' 41"
 East, 5.10 feet; South 72° 17' 19" East, 6.40 feet;
 North 14° 35' 21" East, 8.60 feet; South 75° 57' 23"
 East, 12.21 feet; North 73° 37' 31" East 25.08 feet;
 North 65° 14' 15" East, 15.03 feet; North 54° 35' 28"
 East, 28.19 feet; North 07° 04' 35" West, 10.44 feet;
 North 23° 46' 32" West, 10.00 feet; North 40° 28' 30"
 West, 10.44 feet; North 65° 45' 46" West, 13.45 feet;
 North 50° 20' 27" West, 11.18 feet; North 26° 14' 12"
 West, 12.53 feet; North 80° 43' 34" West, 30.15 feet;
 South 83° 05' 54" West, 27.53 feet; North 45° 58' 23"
 West, 26.20 feet; North 49° 55' 54" East, 27.54 feet;
 North 48° 40' 51" East, 24.09 feet; North 69° 36' 03"
 East, 9.85 feet; South 81° 14' 32" East, 11.05 feet;
 South 68° 00' 07" East, 15.81 feet; South 73° 58' 59"
 East, 49.93 feet; South 34° 00' 08" East, 26.93 feet;
 South 47° 35' 58" East, 60.61 feet; North 75° 47' 40"
 East, 7.55 feet; North 32° 26' 18" East, 6.47 feet;
 North 43° 52' 57" East, 17.72 feet; North 03° 57' 43"
 East, 18.03 feet; North 48° 57' 43" East, 20.40 feet;
 South 60° 11' 37" East, 19.72 feet; South 69° 32' 01"
 East, 15.62 feet; South 77° 44' 27" East, 13.45 feet;
 North 71° 34' 55" East, 8.74 feet to the West boundary
 line of said Tract 62; thence along the West boundary
 line of said Tract 62, North 00° 05' 27" East, a
 distance of 42.44 feet to the centerline of said
 Pithlachascotee River; thence along the centerline of
 said Pithlachascotee River the following courses and
 distances: North 39° 55' 00" West, 2.66 feet; North
 71° 16' 58" West, 13.00 feet; North 45° 28' 59" West,
 18.03 feet; North 48° 39' 46" West, 13.00 feet; North
 65° 03' 08" West, 17.72 feet; North 48° 39' 46" West,
 6.64 feet; North 64° 26' 32" West, 9.25 feet; North
 87° 12' 05" West, 10.77 feet; South 72° 36' 46" West,
 13.45 feet; North 76° 42' 36" West, 15.30 feet; North
 29° 08' 46" West, 18.60 feet; North 46° 57' 54" West,
 15.81 feet; North 65° 24' 00" West, 9.54 feet; North
 14° 32' 05" West, 24.50 feet; North 60° 57' 36" East,
 26.08 feet; South 63° 04' 00" East, 24.56 feet; South
 87° 12' 05" East, 21.54 feet; South 79° 26' 11" East,
 20.62 feet; North 58° 14' 17" East, 36.54 feet; South
 79° 48' 56" East, 8.94 feet; North 87° 06' 54" East,
 13.80 feet to the West boundary line of said Tract 62;
 thence along the West boundary line of said Tract 62,
 North 00° 05' 27" East, a distance of 490.92 feet to
 the Northwest corner of said Tract 62; thence along the
 North boundary line of said Tracts 62, 63 and 64, South
 89° 48' 52" East, a distance of 1,319.22 feet to the
 Northeast corner of said Tract 64; thence along the
 East boundary line of said Tract 64, South 00° 02' 26"
 East, a distance of 990.05 feet to the Northeast corner
 of said Tract 21; thence along the East boundary line
 of said Tract 21, South 03° 08' 48" East, a distance
 of 191.88 feet; thence South 56° 16' 57" West, a
 distance of 247.99 feet; thence South 13° 42' 00"
 West, a distance of 67.04 feet; thence South 14° 51'
 29" East, a distance of 133.81 feet; thence South 45°
 51' 24" East, a distance of 100.40 feet; thence South
 54° 12' 35" East, a distance of 102.84 feet; thence
 South 33° 52' 16" East, a distance of 112.92 feet to
 the East boundary line of said Tract 21; thence along
 the East boundary line of said Tracts 21, 24, 29 and
 32, South 03° 08' 48" East, a distance of 1,923.77
 feet to the Southeast corner of said Tract 32; thence
 along the South boundary line of said Tracts 32, 31 and

BY - LAWS
OF
RIVER CROSSING HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

The name of the corporation is RIVER CROSSING HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not for profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6709 Ridge Road, Suite 300, Port Richey, Florida, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Defined terms in the Declaration of Covenants and Restrictions referred to in the Articles of Incorporation of this Association (hereinafter referred to as the "Declaration") are herein used as therein defined.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. This first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same house

on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of the members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepared, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the members' address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration, or these By-Laws. If, however, such quorum shall not be present

or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

* Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. (In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.)

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of

vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. As such election the members or their proxies may cast, in respect to each vacancy, as many votes as they re entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place or hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the common Area and Recreation Facility, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Recreational Facility of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) accept such other functions or duties with respect to the Properties, including Architectural Control, in addition to the maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

(g) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

X (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

~~10~~ Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any

later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

* Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

* Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLES IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, and a Nominating Committee. In addition, the Board

of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made and are the personal obligation of the member.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RIVER CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, 1986.

ARTICLE XIII

CORPORATE SEAL

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

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

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of RIVER CROSSING HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 30th day of July, 1986.


RICHARD G. DEEB


THOMAS P. DEEB


ALEX R. DEEB


CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the RIVER CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30th day of July, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30th day of July, 1986.


Secretary

STATE OF FLORIDA

COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, the undersigned authority, the following named persons, to wit: RICHARD G. DEEB, THOMAS P. DEEB and ALEX R. DEEB, all to me well known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purpose therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal on this 30th day of July,
1986.

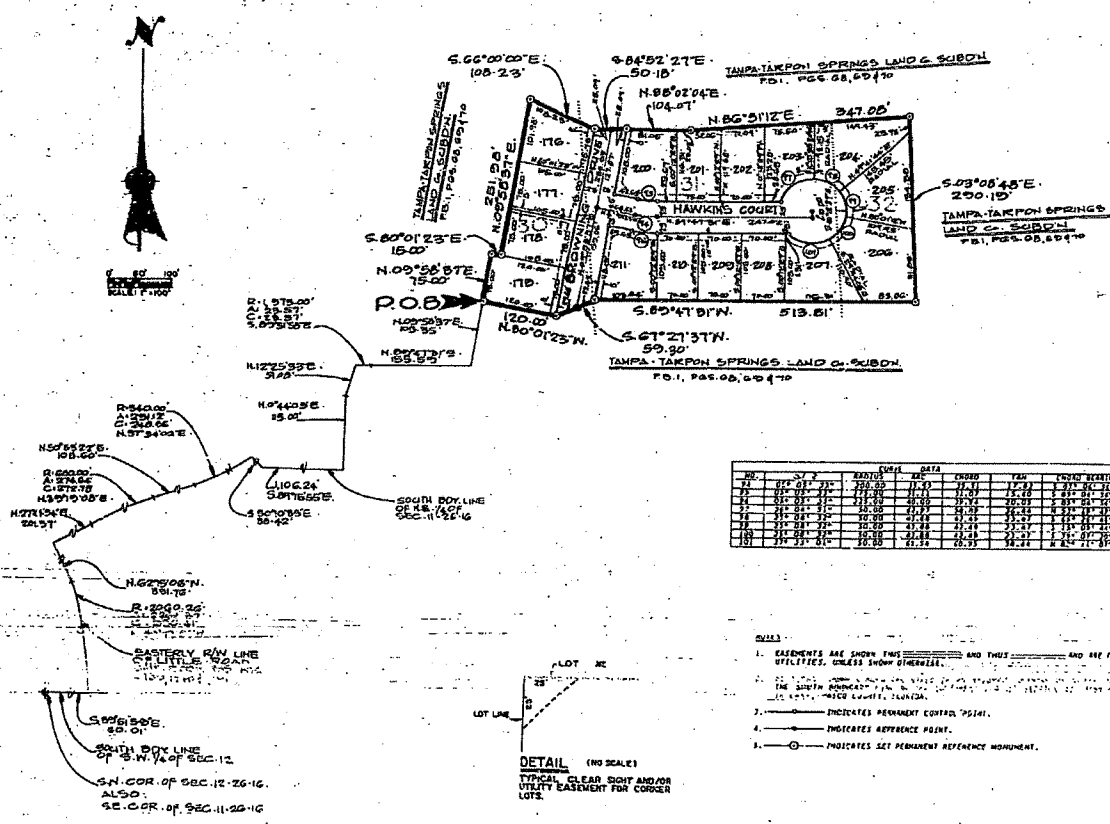
Royce H. Sudek
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT. 15 1987.
BONDED THRU GENERAL INSURANCE UNIC.

RIVER CROSSING UNIT 4

A REPLAT OF A PORTION OF TRACTS 30, 31 AND 32 OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 16 EAST, AS SHOWN ON THE PLAT OF THE TAMPA TARPOON SPRINGS LAND COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGES 68, 69 AND 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



**LEGAL DESCRIPTIONS
RIVER CROSSING UNITS 1 - 10**

UNIT 4
BALKE DAVID A. and LAURA A. Lot 208, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
BRADY, LISA M. Lot 179, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
McGILLIS, MICHAEL T. Lot 209, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
NIFOROS, PHILLIP C. and MARION A. Lot 211, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
OLEN, FREDERICK W. and MELISSA A. Lot 205, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
PROCTER, TIMOTHY EDWARD and JILL MELANIE Lot 206, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
PROGRESS RESIDENTIAL 2016-2 BORROWER, LLC Lot 202, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
PROGRESS RESIDENTIAL BORROWER 1, LLC Lot 176, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
PROGRESS RESIDENTIAL BORROWER 5, LLC. Lot 210, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
RAO, EDWARD A. Lot 200, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
RICHARDSON, IRA L. and DOROTHY Lot 201, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
SEEBECH, GAYLE E. Lot 177, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
SMITH, SONYA M. and KEVIN L. Lot 204, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
SPARR, JACK and DIANE Lot 207, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
VITALE, DOMENICO and IUVINA Lot 203, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.
WILSON, MELYNDA L. Lot 178, RIVER CROSSING UNIT 4, According to the Plat thereof as recorded in Plat Book 25, Page(s) 12 and 13, of the Public Records of Pasco County, Florida.