

T H E C R O S S I N G S

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS

This volume is Part 1 of the Offering Circular for the Single Family Homes. Part 2 is the volume entitled "Documents for Recreation Facilities and Other Common Areas".

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

for

THE CROSSINGS

Section One, Plat Book 103, Page 70
Section Two, Plat Book 103, Page 73
Section Three, Plat Book 103, Page 81

THIS DECLARATION is made this _____ day of _____, 1976, by ARVIDA CORPORATION, a Delaware corporation authorized to transact business in Florida, hereinafter called "Developer," who declares that the real property described below which is now owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, sometimes referred to as "covenants and restrictions," hereinafter set forth:

All of the lots and tracts of THE CROSSINGS SECTION ONE, according to the plat thereof recorded in Plat Book 103, page 70, of the Public Records of Dade County, Florida;

All of the lots and tracts of THE CROSSINGS SECTION TWO, according to the plat thereof recorded in Plat Book 103, Page 73, of the Public Records of Dade County, Florida;

All of the lots and tracts of THE CROSSINGS SECTION THREE, according to the plat thereof recorded in Plat Book 103, Page 81, of the Public Records of Dade County, Florida.

ARTICLE I

Residential Area Covenants

Section 1. Use Restriction. Each and all lots within the subject property, and all lots replatted or enlarged or recreated by the shifting of the location of side property lines, are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on one lot. Buildings accessory to the use of one-family living may be erected provided they do not furnish accommodations for an additional family. A construction shed and related facilities may be placed on a lot and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or mobile homes or tents or shacks or barns may be placed on a lot. Temporary uses for model homes, sales display, parking lots, sales offices, and other offices, or any one or combination thereof, shall be permitted until permanent cessation of such uses takes place.

Section 2. Dwelling Size. The floor area of a residence shall not be less than 1,500 square feet. In computing square footage, the formula shall be as follows:

Basic living area:	full value
Garages and roofed patios:	50%

The Architectural Control Board shall have the power to formulate additional values.

intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to building location has been granted by the authority to do so under said Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to building location shall constitute an amendment to this paragraph. For the purpose of these covenants, corner lots shall be deemed to front on the street where lot has the shortest dimension, or as otherwise designated by the Architectural Control Board.

Section 4. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet; provided, that a dwelling may be constructed on any lot as shown on the plats described above. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to lot area and width has been granted by the authority designated to do so under the Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to lot area and width shall constitute an amendment to this paragraph.

Section 5. Sight Distance at Intersections. No structure, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines extended and a line connecting them at points 25 feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such

~~distances unless the foliage line is maintained at~~

sufficient height to prevent obstructions of such sight-lines.

Section 6. Clothes Lines. No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any lot between the two side lines of the dwelling thereon as extended to the front lot line.

Section 7. Chain-Link Fences. No Chain-Link Fences shall be permitted on any lot that abuts S. W. 104th Street or S. W. 134th Avenue, Dade County, Florida.

Section 8. Easements. Easements for installation and maintenance of utilities and for installation and maintenance of drainage facilities are reserved as shown on the recorded plats. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage

easements; provided, however, fences that otherwise comply with these restrictions and having Architectural Control Board approval may be constructed within such easements. Except for areas covered by greenway easements, the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for installations for which a public authority or utility company is responsible. General Waterworks Corporation, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits, under and through the utility easements as shown on the plats. Developer, its successors and assigns, shall have exclusively a perpetual easement for the installation and maintenance of cable and community antennae radio and television lines. Any damage caused to pavement, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subject properties, whether in street rights of ways or utility easements, shall be installed and maintained underground.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 10. Temporary Structures. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by Developer, its successors and assigns, to advertise the property during the construction and sales period.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within the subject property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 13. Livestock and Poultry. 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 purpose or in excessive numbers.

Section 14. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot; provided that a central sewage disposal system serving the property is available for immediate and continuing use.

Section 15. Water Supply. No individual water supply system shall be permitted on any lot, except for use in air conditioners, swimming pools, sprinkler systems; provided that a central water supply system is available for immediate and continuing use.

Section 16. Architectural Control. No building, wall or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Board. Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, other structure or improvement, and any change in the finished ground elevation, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board is composed of:

Hector Valdivia,
Jeanne B. Delaney, and
Richard Schutz

and the address of said Board is in care of Arvida Corporation, Suite 201, 9200 South Dadeland Boulevard, Miami, Florida 33156. A majority of the Board may take any action the Board is empowered to take, and may designate a representative to act for it. In the event of death, disability, or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within fifteen (15) days after receipt of the same, or else the request shall be deemed approved.

Section 17. Commercial Trucks, Trailers, and Boats. No trucks or commercial vehicles, home trailers, motor homes, campers, boats, boat trailers, or trailers of every other description shall be permitted to be parked or stored in the backyards of lots that abut S. W. 104th Street or S. W. 134th Avenue, Dade County, Florida.

Section 18. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited or kept on any lot except in a walled-in area; provided, however, that the requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 19. Care and Appearance of Premises. The structures and grounds on each lot shall be maintained in a neat and attractive manner. Upon the owner's failure so to do, Developer may, at its option, after giving the owner ten (10) days written notice sent to his last known address, have the grass, weeds, and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any lot, and re-sod any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Developer may, at its option, after giving the owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of such lot shall reimburse the Developer for the cost of any work as above required, and to secure such reimbursement, the Developer shall have a lien upon such lot enforceable as herein provided. Upon performing the work herein provided, the Developer shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said lien shall bear interest at ten percent (10%) per annum from the date of recording said notice of lien, and attorneys' fees for the preparation and recording of such lien, and in any action to enforce payment Developer shall be entitled to recover costs and attorneys' fees. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided. The Developer's rights and powers under this Section may be assigned by Developer to The Crossings Homeowners' Association, Inc., a Florida nonprofit corporation, which is to be incorporated (the "Overall Association"), or to an incorporated voluntary homeowners' association membership in which is open to Owners of Lots subject to these covenants and restrictions.

Section 20. Canal Front Lots. As to all of the lots which have a boundary contiguous to Canal C-100 or to the canal on the west side of The Crossings Section One, the following additional restrictions shall be applicable:

(a) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of the canals, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Board as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this

instrument to authorize the Board in its sole discretion to approve or disapprove any such boathouse, dock, wharf, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, or other structure on the waterfront. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. Any approval by the Architectural Control Board shall be subject to any and all governmental approvals and permits that may be required.

(b) The Overall Association is responsible for the maintenance of the canal shoreline and canal easement area in accordance with the provisions of the Homeowners' Association Covenants establishing the Overall Association.

(c) Shoreline contours of said canals and the lots above or below water and any retaining walls that may be installed by Developer may not be changed without the written approval of the Architectural Control Board. No lot shall be increased in size by filling in the waters upon which it abuts.

Section 21. Telephone, Electric Underground Service. All buildings on all lots must be served underground by telephone and electric power services from easement areas into the buildings.

Section 22. Drainage. No changes in elevations of any lot shall be made which will cause undue hardship to adjoining property in connection with surface water drainage.

Section 23. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls unless the location, method of installation, appearance, and desirability per se has been approved by the Architectural Control Board. It is the intention of this provision to authorize the Board in its sole discretion to approve or disapprove any such air conditioning unit on purely aesthetic grounds or any other grounds or for the reason that there should be no such unit in such location. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

Section 24. Exterior Antennas. No exterior antennas shall be permitted on any Lot or improvement thereon provides that Developer shall have the right to install community radio and television lines.

ARTICLE II

Rules and Regulations

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board of Directors of the Overall Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for action which may include,

without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Overall Association shall have the right to suspend voting rights and use of Access and Common Areas the maintenance for which is the responsibility of the Overall Association.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Overall Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, or employees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Overall Association shall notify the owner of the infraction or infractions. Included in the notice shall be date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty (ies) should not be imposed.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting.

(c) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

- (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
- (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
- (3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Overall Association.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Overall Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Overall Association may otherwise be entitled to recover by law from such Owner.

ARTICLE III

General Provisions

Section 1. Term. These covenants and restrictions are to run with the title to land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of a majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceedings in court against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. The covenants may be enforced by Developer, or its successor, or by any owner of a lot within The Crossings Sections One, Two, Three, Four or Five, or any other section platted in the future, and The Crossings Homeowners' Association, Inc., a Florida nonprofit corporation, which is to be incorporated.

Section 3. Severability. 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.

Section 4. Amendment. The provisions of this Declaration may from time to time be modified, amended, derogated, or added to upon execution and recordation of a recorded instrument, by any one of the following means: (1) by Developer, for so long as it holds title to any lot affected by this Declaration; (2) by owners of not less than two-thirds (2/3) of the lots affected by this Declaration, provided that so long as the Developer is the owner of any lot affected by this Declaration, the Developer's consent must be obtained; or (3) by the Architectural Control Board, provided that so long as the Developer is the owner of any lot affected by this Declaration the Developer's consent must be obtained.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records.

Section 6. Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the Homeowners' Association Covenants being recorded by Developer affecting the subject property and other sections of The Crossings.

EXECUTED as of the date first above written.

Signed in the presence of: ARVIDA CORPORATION

By _____
Vice President

Attest: _____
Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, this _____ day of _____, 1976, by SANFORD B. MIOT, Vice President, and CHARLES L. DEAN, Assistant Secretary, of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

Notary Public, State of Florida at Large

My commission expires:

THE CROSSINGS HOMEOWNERS ASSOCIATION, INC.

ESTIMATED 1979 BUDGET

TOTAL

INCOME

Assessments \$ 118,059

EXPENSES

Salary plus benefits	\$ 61,035
Landscape maintenance	70,500
Electric	28,900
Office expense	2,400
Management fees	13,481
Meeting expense	1,200
Fertilizer	5,000
Fees and permits	100
Supplies and tools, etc.	4,800
Insurance	5,100
Miscellaneous	1,200
Pool chemicals & maintenance supplies	7,200
Water	1,800
Telephone	900
Parties/newsletters	4,000
Legal and audit	<u>3,000</u>
Total Expenses	\$ <u>210,616</u>

EXCESS OF EXPENSES OVER INCOME \$ (92,557)

(SEE ADDITIONAL BUDGET INFORMATION)

The Crossings Homeowners Association monthly cost per unit will be \$8.25 until the first phase of the recreation complex is open at which time the monthly cost will be increased to approximately \$18.00 per month.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

Prepared October, 1978

CORPORATE ACTION BY DIRECTORS

The undersigned, being all of the Directors of the Crossings Homeowners Association, Inc. (the "Association"), a Corporation not for profit organized and existing under the laws of the State of Florida, do hereby unanimously agree, consent to and adopt the following Corporate Action:

1. Each of the undersigned do hereby waiver all formal requirements, including the necessity for holding a formal meeting, and any requirement that notice of such meeting be given.

2. The following amendment to the Corporate Action dated the 28th day of June, 1978, is hereby adopted and shall apply to all those who have purchased Estate Homes (single family residences) prior to the date of this amendment:

Recreational vehicles, boats and boat trailers, purchased prior to the 28th day of February, 1979, will be allowed to be stored on the Estate Homes property, but must be stored according to the Dade County Ordinance on the lots of the Estate Homes (single family residences) of those homeowners who purchased their property prior to the 28th day of February, 1979 (copy of Ordinance attached).

Further, proof of purchase and registration of said recreational vehicles, boats and boat trailers must be supplied to the Association.

3. The Corporate Action contained herein shall be effective

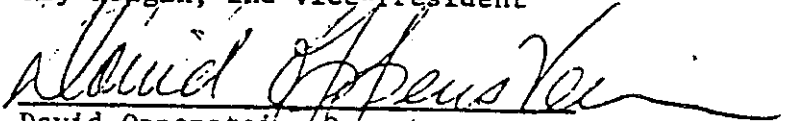
as of the 28th day of February, 1979.

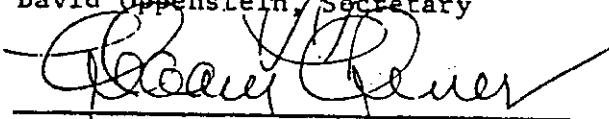
IN WITNESS WHEREOF, the undersigned Directors have each executed the foregoing Corporate Action for the purpose of giving consent thereto.


Sandy B. Miot, President

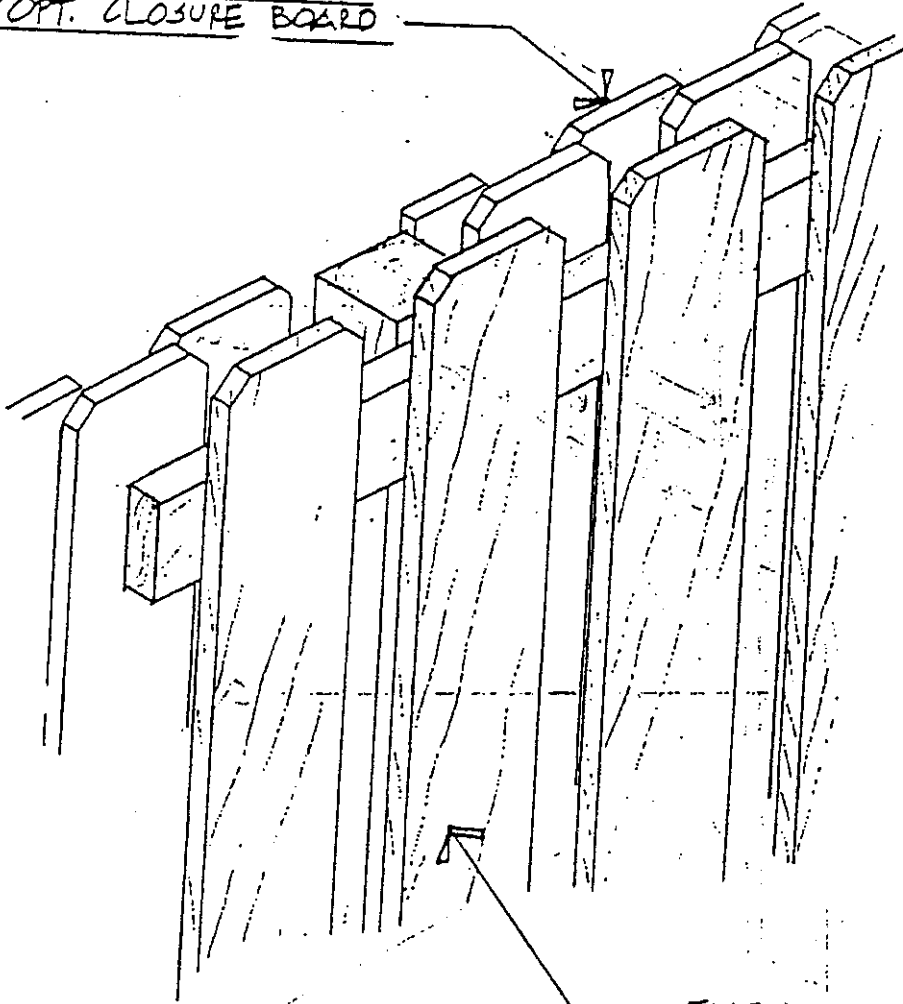

William Ross, 1st Vice-President


Ray Reagan, 2nd Vice-President


David Oppenstein, Secretary

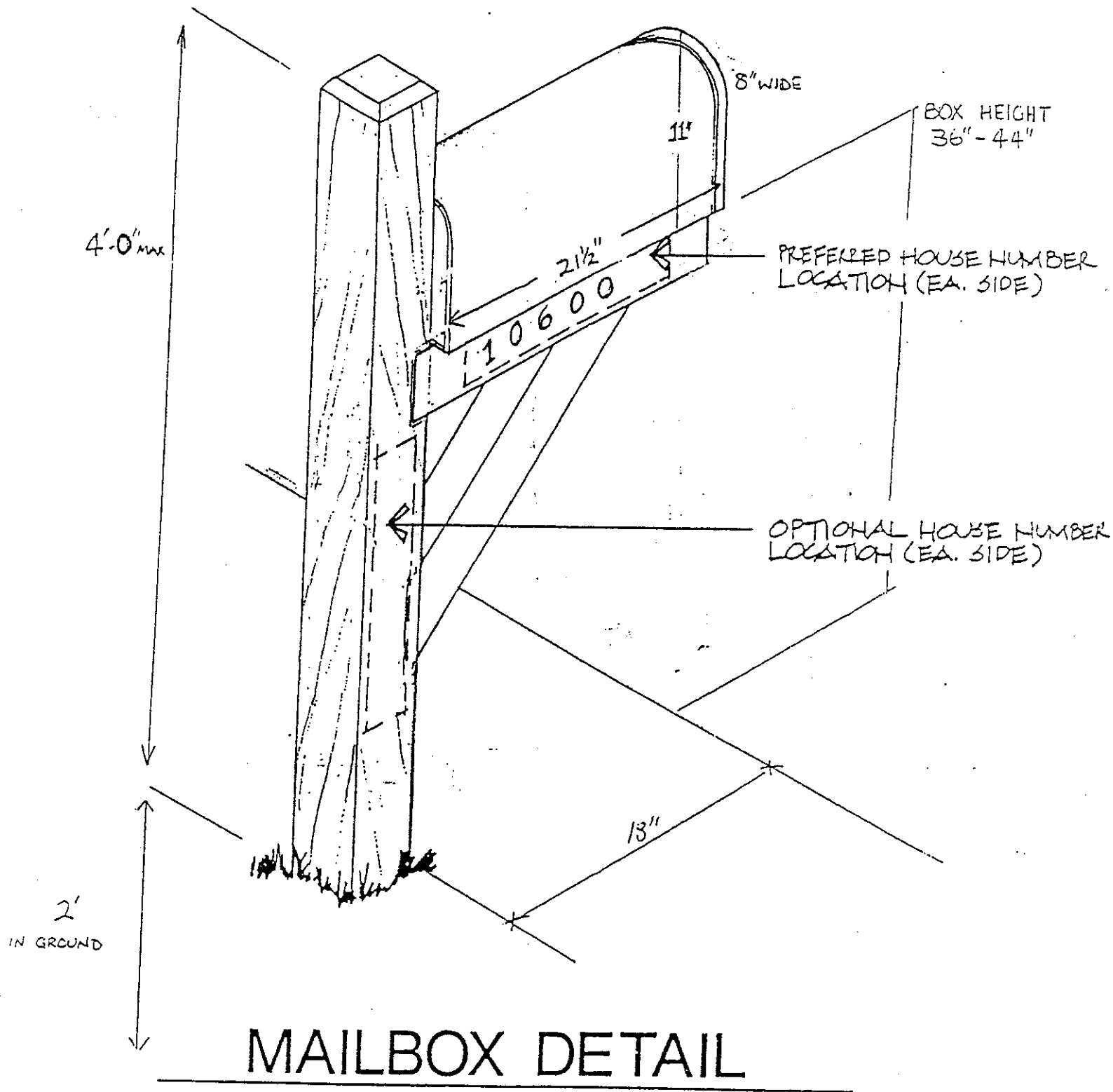

William Wiener, Treasurer

YARD SIDE ELEVATION
W/OPT. CLOSURE BOARD



EXTERIOR SIDE (STREET)
ELEVATION

FENCE DETAIL



**THE CROSSINGS ESTATE HOMES
ARCHITECTURAL & AESTHETIC REGULATIONS**

Updated 9/16/09

GENERAL GUIDELINES

1. ALL EXTERIOR ALTERATIONS, MAINTENANCE, RENOVATION, AND REMODELING MUST MEET CURRENT MIAMI-DADE COUNTY CODE AND PERMITTING REQUIREMENTS, AND BE APPROVED IN ADVANCE BY THE CROSSINGS' ESTATE HOMES ARCHITECTURAL COMMITTEE AND ADHERE TO THE FOLLOWING GUIDELINES OR BE SUBJECT TO DEMOLITION AND OR RESTORATION AT THE HOMEOWNER'S EXPENSE. ALL PROPOSALS MUST BE IN WRITING AND ACCOMPANIED BY SCHEMATICS AND OR SAMPLES WHICH MUST BE SENT TO THE ESTATE HOMES ARCHITECTURAL COMMITTEE C/O THE CROSSINGS CLUBHOUSE, 11578 S.W. 132 AVENUE, MIAMI, FLORIDA, 33186, OR MAY BE HAND DELIVERED TO THE OFFICE AT THE SAME ADDRESS. PLEASE REVIEW THE CROSSING'S ESTATE HOMES DOCUMENTS FOR ARTICULATION OF THE ARCHITECTURAL COMMITTEE'S AUTHORITY.
2. If required, the Architectural Committee may issue conditional approval to proceed with your project with final approval pending receipt of plans, specifications, review of a site plan, and samples and renderings prepared by a certified architect. All exterior alterations, maintenance, renovation, remodeling and new construction must meet The Crossings Estate Homes Architectural Guidelines outlined in this document or be subject to demolition and or restoration at the homeowner's expense. All exterior maintenance, renovation, remodeling and new construction must meet current Miami Dade County Code specifications or will be subject to required demolition and restoration at the homeowner's expense. A copy of the Miami Dade County Certificate of Completion, provided after final building approval (if required) must be filed with the Crossings.
3. From the date that your request is received and deemed complete, the Architectural Committee may take up to fifteen (15) days to issue a decision.
4. All exterior landscaping plans must be submitted and approved in advance before planting.
5. All approvals require the homeowner and/or the contractor to file a Notice of Commencement with the Miami-Dade County Department of Building & Zoning (if required) and that all appropriate permits will be obtained and pass a final inspection by Miami-Dade County. Failure to comply with any or all of the above as indicated will result in the cancellation of approval.

SANCTIONS

In addition to a requirement that homeowners restore their properties to conform with these regulations, sanctions may include warnings, fines and liens initiated by the Estate Homes Architectural Committee to assure Estate homeowners are in compliance with community standards.

ESTATE HOMES ARCHITECTURAL GUIDELINES ARE SUBJECT TO REVISION AT ANY TIME. HOMEOWNERS MUST EXERCISE RESPONSIBLE JUDGEMENT, AND SEEK PRIOR APPROVAL FOR ALL MODIFICATIONS TO THEIR PROPERTIES.

PLEASE CONTACT US AT (305) 387-0436 IF YOU HAVE ANY FURTHER QUESTIONS.

ROOFING GUIDELINES

1. Roof replacements, additions and or upgrades are considered maintenance and therefore the homeowner must follow the procedures outlined under General Guidelines for approval.
2. Shingles must be earth tone colors and must coordinate with the color scheme of the home.
3. Tile, metal and cement roofs are not permitted.
4. Shingles made of asphalt or like material may be smooth (three tab) or textured (dimensional) in appearance.
5. The metal flashing must be painted the same color as the trim around the entire home.

PAINTING GUIDELINES

1. Exterior painting of the house stucco and or trim is considered maintenance and therefore the homeowner must follow the procedures outlined under General Guidelines for approval.
2. Paint colors must coordinate with the roof shingles in order to be approved. Two similar but contrasting colors must be chosen for the stucco and trim. Approved color families are earth tones.

By definition; Earth tone is a color scheme that draws from a color palette of browns, tan, grays, greens, whites and some reds. The colors in an earth tone scheme are muted and flat in an emulation of natural colors found in dirt, moss, trees and rocks. Many earth tones originate from clay earth pigments, such as umber, ochre and sienna.

3. Pastels and primary colors are not permitted.
4. Paint must be flat or low luster.
5. Entry doors may be painted a contrasting earth tone color with prior approval.
6. Wood entry doors, if not painted, must be finished naturally or stained with prior approval.
7. Entry doors with glass panels are also permitted but must be submitted and approved prior to installation.
8. Garage doors should be painted, preferably, to match the approved stucco color, but may be painted to match the approved trim color. Garage door replacements may be with or without windows along the top panel. A pictorial sample of the door must be attached to the homeowner's written request for approval before installation.
9. Wood garage doors may be painted a contrasting earth tone color finished naturally, or stained with prior approval.
10. Light posts must be painted to match the darker of the two shades approved for the home. White, black, or verdigris finish for light posts and light fixtures is permitted with prior approval.

PAINTING GUIDELINES: FENCES

1. Painting of the exterior of the fence on the front and sides is considered maintenance and therefore the homeowner must follow the procedures outlined under General Guidelines for approval.
2. Exterior fence is to be painted or stained the same as the darker color approved for the home; however, it may be painted the same as the lighter color. The color for the interior of the fence is the homeowner's choice. However the entire fence must be uniformly painted in one of the colors approved for the home. **Exception:** Any exterior portion of the fence that is visible only to the adjoining home may be painted in that home's approved color scheme.
3. The exterior of rear fences bordering 134th Avenue, 137th Avenue, and 104th Street must be painted "**Richard's Olympic Oxford Brown**".

FENCE CONSTRUCTION

1. Fence replacements, additions and or upgrades are considered maintenance and therefore the homeowner must follow the procedures outlined under (General Guidelines) for approval.
2. **FENCES MUST BE CONSTRUCTED IN 6' SHADOWBOX STYLE**, with dog-ear type slats. All slats must be 6" wide regardless of style. Construction may be either open or closed shadow box style. Closed shadow box style is constructed by installing additional slats to the **interior of the fence** for privacy purposes. (See the attached illustration for specifications)
3. The finished edge of the fence must face the street and/or the common areas **with posts facing to the inside of the property**. Fence posts installed to the outside view of the property are not permitted.
4. A copy of the survey for the property must be attached to the homeowner's written request to install a new fence and/or replace an existing fence in order to indicate the exact location of the fence.
5. Requests to add and/or replace fencing abutting a neighbor's property must be accompanied by the neighbor's written consent.
6. Chain link fences are not permitted.

HURRICANE/STORM SHUTTERS - SUBMITTAL REQUIREMENTS

1. Addition of hurricane/storm shutters to a dwelling is considered an alteration and therefore, the homeowner must follow the procedures outlined under General Guidelines for approval.
2. The homeowners written request for approval to install any type of hurricane/storm shutters must be submitted with the following, **which is required in order to receive approval:**
 - a. A COPY OF THE CONTRACTOR'S PROPOSAL PROVIDING THE INTENT TO SECURE A PERMIT.
 - b. A COPY OF THE FLOOR PLAN OR SURVEY IDENTIFYING ALL OPENINGS TO BE COVERED AS WINDOWS, DOORS, OR SLIDING GLASS DOORS.
 - c. A COPY OF THE PRODUCT APPROVAL ISSUED BY MIAMI-DADE COUNTY.

BAHAMA SHUTTERS ARE NOT PERMITTED

REQUIREMENTS FOR REMOVABLE PANELS WITH PERMANENT TRACKS

1. Permanently installed tracks must be painted the color of the surface to which they are attached.
2. The panels may be any color because they may only be placed in the tracks during hurricane watch or warning conditions of an approaching storm and must be removed immediately when a storm has passed and electricity has been restored.
3. The tracks must be installed so that no more than 3 inches of building stucco (wall) or wood trim is exposed to view from the edge of the track to the edge of the window and/or sliding glass door opening. However, Miami Dade County current building codes will take precedence.

REQUIREMENTS FOR ACCORDION SHUTTERS

1. Accordions must be the same color as the surface to which they are attached, or may be a color that will coordinate with the approved paint colors for the home. However Accordion color may also be that of the window system they cover.
2. The shutter size must closely match the dimensions of the window and/or sliding glass door opening's so that not more than 3 inches of building stucco (wall) or wood trim is exposed to view between the window or sliding glass door opening edge and the inside shutter frame edge. However Miami Dade County current building codes will take precedence.
3. All accordions must be center opening so that when in the open position the panels divide equally on both sides.
4. Accordions may be in the closed position only during hurricane watch or warning conditions of an approaching storm and must be reopened immediately when a storm has passed and electricity is restored.

REQUIREMENTS FOR REMOVABLE PANELS WITH DIRECT MOUNTS

1. Keyhole washers must be painted the same color as the surface to which they are installed.
2. The panels may be any color because they may only be placed in position during hurricane watch or warning conditions of an approaching storm, and must be removed immediately when the storm has passed and electricity has been restored.

MAIL BOXES

1. Mail Box replacement, and or upgrades is considered maintenance and therefore the homeowner must follow the procedures outlined under General Guidelines for approval.
2. Black, metal or plastic boxes meeting Postal Service specifications for largest rural style, (U.S. No. T2 size or no. 1 and 1/2 rural mail box) are approved for use.
3. Posts must adhere to the attached schematic illustration and must be placed at least 18" from the road.
4. Mailbox, posts and supports must be painted to match one of the two color shades approved for the home.
5. House address numbers must be placed horizontally on each side of the post under the box as shown on the attached illustration. Placing address numbers vertically on the post is acceptable, but not preferred.
6. Numbers shall measure 2" - 4", and be either black or white, whichever is the greatest contrast.

DRIVEWAYS

1. Addition or modification to a driveway is considered an alteration and therefore the homeowner must follow the procedures outlined under General Guidelines for approval.
2. Driveways may be brick, patterned or smooth concrete.
3. Driveways may not extend past the outside vertical house line. Driveways, including circulars may not within its perimeters be wider than that which can accommodate two full size passenger automobiles parked side by side.
4. Free standing driveways on the opposite side of the garage or those attached to a circular driveway providing an entrance to the side or rear of the property are not permitted. Strip pathways for side entrance access may be excepted provided they are not used as additional parking.

MISCELLANEOUS

1. **Satellite dishes.** Before installing satellite dishes, homeowners are responsible to submit a satellite installation form to identify the type of dish, its location, and to ensure a proper and safe installation. Dishes may not be larger than 18" in diameter and can not be placed on the front of the house. The satellite form is available at the clubhouse. However FCC rules and regulation will take precedence over any disputed area.
2. **Garbage containers and recycling bins** must be stored within the home, behind the fence or within the rear of the property but at all times out of view from the street. Storing of garbage containers and recycling bins in front of the property or on the common areas is not permitted.
3. **Boats** may not be stored in front of Estate Homes. They may only be parked and or stored behind approved fencing. Also, boats may be parked within the fenced yard at The Crossings' Clubhouse for a fee.
4. **Awnings** of any specification are not permitted.
5. **Decorative and/or protective ironwork** coverings for windows, doors, and sliding glass doors are not permitted.
6. **Vehicles** may not be parked on the front lawn or across the sidewalk and should not be parked in the street because this may prevent emergency vehicles from gaining access in the event of an emergency. Vehicles are permitted to park on the swale area, which is the grassy area between the sidewalk and the street. All vehicles parked on the property must have a current registration, license plate and be in operating condition.
7. **Commercial vehicles** may not be parked overnight in the front, side or back of Estate Homes.
8. **Sheds** may be no larger than 6' under the eave and may not exceed 8' at the roof ridge. Homeowners must provide written consent from their surrounding neighbors before receiving approval from the Association. Sheds must be painted the same as the colors approved for the home.
9. **Pool and Patio Enclosures** may be bronze, black or white aluminum with charcoal screening.
10. **Signs** of any description may not be posted on trees, street sign poles, mail boxes/mailbox posts or street lights. A standard "FOR SALE" sign, conforming to commercial standards may be displayed in the front yard. A sign may be displayed, endorsing a qualified candidate running for Public Office, during the appropriate election cycle.
11. **Flags** are not permitted, except the official flag of the United States or the official flag of the State of Florida, United States Army, Navy, Air Force, Marines or Coast Guard or a POW-MIA flag. Flag protocol suggests that the flag be removed at night. Holiday, school or sports banners/pennants may be hung during the appropriate season. All such banners must be maintained in good condition.
12. **SWALE AREA** Estate Home must maintain their yard, as well as the swale area, which is the grassy area between the sidewalk and the street. Homeowners are responsible to mow, edge, weed and trim every three weeks during the dry season and every two weeks during the rainy season. If shrubbery or trees are planted, they must not obstruct the sight lines of any vehicles.

