

# The Meadows of Crystal Lake Covenants Revised April 2024

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
AND  
TITLE AND SITE PLAN OF  
THE MEADOWS OF CYSTAL LAKE – PHASE I

THIS DECLARATION made this 19<sup>th</sup> day of April 1978 by THE MEADOWS OF CRYSTAL LAKE, INC., a Florida corporation, with offices at 2601 East Oakland Park Boulevard, Fort Lauderdale, Florida 33306 (hereinafter the “COMPANY”),

W I T N E S S E T H:

WHEREAS, the COMPANY is the owner of certain lands in Deerfield Beach, Broward County, Florida, as more particularly described in Exhibit “A” attached hereto (hereinafter the “PROPERTY”); and,

WHEREAS, it is the intent of the COMPANY to develop on the PROPERTY a planned community of single family residences, in accordance with the Site Plan attached hereto and made a part hereof as Exhibit “B”, and to provide for the maintenance and other services set forth hereinafter as well as certain recreational amenities to serve the residents thereof; and

WHEREAS, to accomplish the foregoing and other purposes more particularly set forth hereinafter, it is the COMPANY’s intention that the PROPERTY and the use thereof shall be made subject to certain uniform covenants, conditions and restrictions.

NOW, THEREFORE, the COMPANY declares that the PROPERTY is held and shall be conveyed subject to:

A. The following covenants, conditions and restrictions which shall run with the land for a period of forty (40) years from the date hereof, after which time they shall be automatically extended for successive periods of (10) years each unless an instrument signed by the then owners of three-fourths (3/4) of all of the Homesites shown on the aforesaid Site Plan (and including those to be included in the second phase as provided by Section XII hereinafter), agreeing to change such covenants, conditions and restrictions in whole or in part, shall have been recorded; and

B. The easements referred to in Section II hereof which shall be perpetual in duration.

## I. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation and the By-Laws of the Association of The Meadows of Crystal Lake, Inc., a Florida corporation not for profit, shall have the meanings stated, unless the context otherwise requires:

A. "Assessment" shall mean a share of the funds required and which are to be assessed against a Homesite and the owner thereof for the payment of the costs incurred by the Association, as hereinafter defined, for the operation, maintenance and protection of the Association Areas, recreation facilities, residences, Homesites, easements for ingress and egress, utilities and other purposes and all other areas subject to the control and administration of the Association.

B. "Association" shall mean and refer to the Association of The Meadows of Crystal Lake, Inc., a Florida corporation not-for-profit, and any of its successors and assigns. The Association, at all times, shall be governed by the provisions of Chapter 617 and 720, Fla. Stat., and all other provisions of Florida law, as same may be amended from time to time.

C. "Board" shall mean the Board of Directors of the Association.

D. "By-Laws" shall mean the By-Laws of the Association of the Meadows of Crystal Lake, Inc., established for the government of the Association.

E. "Association Areas" shall mean all that certain real property owned by the Association and held for the benefit, use and enjoyment of the members of the Association, and shall include all of the property described in Exhibit "A" hereinafter, excepting the Homesites designed as lot numbers one (1) through sixty-two (62) and one hundred sixty-five (165) through one hundred sixty-eight (168), as set forth in Exhibit "B" hereto (which shall be the exclusive property of the purchasers thereof), as well as any additions thereto, particularly the second phase as provided by Section XII hereinafter.

F. "Common Expenses" shall mean the expenses to be borne by each Homesite and the owner thereof and shall be computed as a unit share of the total number of Homesites located on the PROPERTY and the residential units in the second phase as provided by Section XII hereinafter; i.e., point two seven three three (.2733%) percent, based upon three hundred eighty-nine (387) Homesites. This percentage assumes that there will be a minimum of two hundred (200) ownerships of units, however denominated, in the second phase and if there are more, the percentage stated herein shall be decreased based upon the ratio that the actual final number of units in both phases bears to one hundred (100%)

percent. However, in the event that a second phase is not developed or shall be developed to include less than two hundred (200) units, at the sole discretion of the COMPANY as hereinafter provided in Section XII of this Declaration, the lands described in Exhibit "C" hereof shall nevertheless be as liable for their fair share of Common Expenses as though such second phase were developed with two hundred (200) units. For these purposes and in such event, such fair share shall be deemed to be fifty-four point six four five (54.645%) percent of the total of Common Expenses.

G. "Common Surplus" shall mean the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues or any other sums of money received by the Association over and above the amount of the Common Expenses, and shall be owned by each of the Homesite owners in the same proportion as Common Expenses.

H. "Declaration" shall mean this document.

I. "Homesite" shall mean the building lot or area of ground on which a residence is contained or is intended to be contained as set forth in Exhibit "B" as lot numbers one (1) through one hundred sixty-two (162) and one hundred sixty-five (165) though one hundred sixty-eight (168).

J. "Residence" shall mean both the single-family dwelling to be constructed on any particular Homesite and the area of ground encompassed by such residence, and the boundaries of which are outlined in Exhibit "B" hereof as Homesite lot numbers one (1) through one hundred sixty-two (162) and one hundred sixty-five (165) though one hundred sixty-eight (168).

K. "Institutional Lender" shall mean a bank, savings and loan association, a pension trust, real estate investment trust or other private or governmental institution which is regularly engaged in the business of mortgage financing, or a subsidiary or designee of any of the foregoing, owning a mortgage on one (1) or more Homesites or any of the foregoing which acquires a mortgage by assignment or through mesne assignments from a non-institutional lender.

L. "Member" shall mean the purchaser from the COMPANY of a Homesite and the grantee of such purchaser and the heirs, executors and assigns thereof, each of whom shall automatically become a member of the Association, entitled to one (1) vote in the affairs thereof; this term shall also include all like persons in the second phase as provided in Section XII hereinafter, as well as the COMPANY to the extent that it owns Homesites or building lots either in the PROPERTY or the second phase.

## II. EASEMENTS

A. Perpetual easements are hereby reserved for the benefit of the Homesites, the Association, the COMPANY and any institutional lender (and/or any governmental, private or quasi-governmental entity or agencies supplying the facilities and services described herein) for the installation, construction, reconstruction, maintenance, repair, operation and inspection of any and all utilities, inclusive of electric, gas, cable television, telephone, potable water, lighting, streets, side-walks, drainage and sewer, and the hook-up thereof to the Homesites. Such easements are reserved in general across, through, over and under the PROPERTY, including all of the Association Areas, further reserving to the COMPANY and any institutional lender, their successors and assigns, a perpetual right of ingress and egress to and from the aforesaid easements and a right-of-way for the purpose of installations of any and all such facilities and for the reconstruction, maintenance, repair and inspection thereof, including the reading of any meters appurtenant to such facilities.

B. The Association Areas are further subject to a perpetual non-exclusive easement in favor of all of the Homesites and the owners thereof for ingress and egress to and from the Homesites, across and through the streets, roads, walkways and sidewalks located on the PROPERTY and for the general reasonable enjoyment of all residents in the PROPERTY and their guests and invitees, as well as the heirs, successors and assignees thereof, as well as an easement and right of enjoyment in and to all recreation areas and the facilities contained therein, as originally constructed or installed by the COMPANY or subsequent thereto, which right and easement shall be appurtenant to the ownership of a Homesite whether in the PROPERTY or in the, second phase as hereinafter described in section XII.

C. A further easement shall exist across the Association Areas in favor of each and every Homesite caused by encroachments or overhangs of buildings, walls, roofs, or driveways whether as part of the original construction plans prepared by the COMPANY or as a result of minor inaccuracies in building or rebuilding, all of which encroachments or overhangs shall be permitted to remain undisturbed.

## III. HOMESITE OWNERS' RIGHTS

The owner of a Homesite shall be entitled to the exclusive use and possession thereof. Additionally, such owner shall have the right to use of the Association Areas in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Homesites and, subject always to the right of the Association to enter for

maintenance purposes and other proper and legal purposes of the Association, including correction of any undesirable, unhealthful or unaesthetic appearance suffered or caused by the owner of a Homesite, and subject always to the easements set forth in Section II hereinabove, there is hereby granted, as an appurtenance to run with the title to each and every Homesite, a right or license to the owner of such Homesite of exclusive use of all of the Association Areas abutting the Homesite on all four (4) sides thereof to ~~a depth of five (5) feet from the outbounds of~~ beyond such Homesite for the purpose of portable barbeques, landscaping and recreational activity, provided always that such uses and activities are not deemed by the Board, in its sole discretion, to be a nuisance to other Homesite owners.

#### IV. ASSOCIATION MEMBERSHIP

Each and every owner of record of a Homesite shall be a member of the Association and entitled to one (1) vote in the affairs thereof.

A. Membership shall be appurtenant to and may not be separated from ownership of any Homesite. Transfer of such ownership, either by deed or by operation of law, shall terminate the membership of the former owner and vest such membership in the transferee.

#### V. COMMON EXPENSES

Common Expenses are those for which the Homesite owners are liable to the Association, including without limitation:

A. Taxes, insurance and expenses of administration, maintenance, operation and repair, replacement or betterment of the Association Areas and all real and personal property owned by the Association including recreation areas and facilities.

B. Management and administration of the Association, including but not limited to compensation paid by the Association to managers, accountants, attorneys, clerical and maintenance help and all other consultants or employees.

C. Expenses incurred pursuant to this Declaration and any other valid charges or expenses against the PROPERTY as a whole.

D. Expenses declared to be Common Expenses by the provisions of this Declaration or of the By-Laws of the Association or any and all other instruments, documents and undertakings of the Association which are in

furtherance of the reasonable and necessary activities of The Meadows of Crystal Lake, including the second phase thereof.

E. Any other expenses designated as, or reasonably inferred to be, Common Expenses by this Declaration and other pertinent documents, and those expenses designated as Common Expenses from time to time by the governing body of the Association.

F. The costs and fees for the Association to provide cable television and internet services to the residents of the Meadows of Crystal Lake, Phases I and II, pursuant to a bulk contract between the Association and the cable television and internet provider. The cost and fees for the Association to provide bulk television and internet services to the residents of the Meadows of Crystal Lake, Phases I and II, pursuant to a master antenna system or master satellite dish system.

## VI. RESPONSIBILITIES OF THE ASSOCIATION

The Association shall maintain, repair and replace, at the Association's expense:

A. Landscaping. The Association shall maintain and care for all landscaped areas within the PROPERTY including the Association Areas, recreation area and Homesites and shall be responsible for all lawns, trees and shrubbery. The owner of each individual Homesite shall be responsible, except for certain trees as set forth below, for maintaining the Association Areas abutting his Homesite on all four (4) sides thereof to a depth of five (5) feet from the outbounds of his Homesite which areas are referenced in Article III hereof. The owner of each individual Homesite shall also be responsible, except for certain trees as set forth below, for maintaining any plantings which were installed by him or any prior owners of his Homesite on the Association Areas beyond this five (5) foot area that form the outbounds of his Homesite, which plantings can only be installed with the prior written consent of the Board of Directors. Notwithstanding anything in this Declaration to the contrary, the Association shall be responsible for maintaining all trees in the community, except for fruit trees. Maintenance of fruit trees shall be the responsibility of the Homesite Owner.

B. Streets, Roads, Driveways, Sidewalks and Paths. The Association shall maintain and repair any and all streets, roads, driveways, sidewalks and paths throughout the PROPERTY, unless and until such areas or any of them shall have been accepted for dedication by the governmental authorities having jurisdiction.

C. Recreation Area. The Association shall maintain, repair, replace and improve the recreation area, including the lake referred to in Section

XIV, or any other areas of water, and any improvements thereon and any and all facilities thereof, including, but not limited to, those initially provided by the COMPANY.

D. Insurance. The Association shall obtain and maintain in full force and effect adequate liability, casualty and all other reasonably required insurance in such amounts as the Board may determine from time to time.

E. Architectural Review. The Association shall review plans and specifications for all modifications and all construction and reconstruction to the exterior of residences, except that this provision shall not apply to those residences constructed by the COMPANY.

F. Painting. The Association shall paint the exterior of any and all residences, as and when deemed necessary by the Board, provided however, that at least two (2) weeks notice of such intention is given to the affected Homesite owner.

G. Rules and Regulations. The Board may from time to time adopt, or amend previously adopted, rules and regulations governing the operation, use, maintenance, management and control of the Association Areas and governing and restricting the use and maintenance of the Homesites and improvements thereon. Copies of such rules and regulations shall be furnished to each Homesite owner and shall be in reasonable exercise of the powers and activity of the Association based upon the overall concepts and provisions of this Declaration.

H. Collection of Assessments. The Association shall assess and collect such assessments for expenses and maintenance from owners in their proportionate share as set forth in this Declaration,

I. The Property. The Association shall be responsible for real and personal property taxes assessed against Association Areas, including recreation areas and personal property owned by and/or under the administration of the Association.

J. Title to Association Areas. The Association shall be the record title owner of all of the Association Areas and the recreation area of all lands under water and shall keep such title free and clear of all adverse claims, liens and encumbrances, excepting always those which are placed by reason of mortgage loans, if any, made pursuant to powers given under the Articles of Incorporation or the By-Laws. Nevertheless, the COMPANY may retain fee title to the Association Areas until such time as, in its sole determination, shall be appropriate for the conveyance thereof, provided always, and the COMPANY hereby covenants for itself, its successors and assigns, that conveyance to the Association in fee simple free of mortgages or other liens and encumbrances other than those contemplated hereby and to be reasonably inferred here from, current taxes and governmental



statutes, ordinances and requirements shall be accomplished no later than June 30, 1981.

K. Bulk Television and Internet Services. The Association by and through its Board of Directors may enter into a bulk contract for provision of cable television and/or internet services to all the residents of the Meadows of Crystal Lake, Phases I and II. The Association, by and through its Board of Directors may enter into a contract to provide or may otherwise provide bulk television and/or internet services to all the residents of the Meadows of Crystal Lake, Phases I and II pursuant to a master antenna system or master satellite dish system. The costs and fees for the provision of such bulk cable and bulk television and/or internet services shall be included as Annual Assessments assessed against the Homesite. The Association shall have all the rights provided in Article VII I of this Declaration to impose and collect such costs and fees as assessments against all the Homesites.

#### VII. RESPONSIBILITIES OF THE HOMESITE OWNER

A. To keep and maintain his Residence and its equipment and appurtenances in good order, condition and repair and to perform promptly all maintenance and repair work necessary to keep his residence in a good state of repair and in conformity with the aesthetic standards required by the Association.

B. To obtain the prior written consent of the Association before undertaking any modifications or improvements, changes, construction or reconstruction of any kind in any areas for which the Association has maintenance responsibility, or for modification, improvements, changes, construction or reconstruction to the residence as constructed by the COMPANY on the Homesite.

C. To promptly pay when due his proportionate share of any and all expenses and assessments of the Association.

D. To comply with the rules and regulations as promulgated by the Association pursuant to its By-Laws.

#### VIII. ASSESSMENTS AND LIENS

A. Annual Assessments. The Common Expenses set forth in Section V hereof shall be fixed and determined from time to time by the Board which shall determine the sum or sums necessary and adequate to pay the expenses of the Association. The Annual Assessment therefor shall be determined by the Board based upon an estimated annual budget which shall be prepared thirty (30) days prior to the fiscal year of the Association. Such fiscal year shall begin on the first day of the month following the date that this Declaration is recorded among the Public Records of Broward County, Florida. Assessments shall be payable monthly, bi-monthly or quarterly, in advance, as the Board may

determine and unless otherwise ordered by the Board, shall be due in advance on the first day of the applicable month. Each Homesite owner shall become liable for its share of Association or Common Expenses from and after the first day of the month following the date of the deed of conveyance pertaining to such Homesite from the COMPANY to its initial grantee.

B. Specific Homesite Use Assessment. The Association, by and through its Board of Directors, may from time to time make a Specific Homesite Use Assessment applicable to a particular Homesite, whether improved or unimproved, and without respect to other Homesites within the PROPERTY, when it appears to a majority of the Board that the costs of maintenance, repair, replacement and/or protection of such Homesite is in excess of that generally required of other Homesites within the PROPERTY.

C. Lien for Assessment. The Association shall have a lien on each Homesite for any unpaid assessments, together with interest thereon, against the owner of such Homesite, together with a lien on all personal property located upon said Homesite, except that such liens shall be subordinate to any permanent first mortgage of record of a recognized bank, savings and loan association or other lending institution. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the filing and enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens and encumbrances which may be required to be advanced by the Association in order to preserve and protect such liens shall be payable by the Homesite owner and secured by such liens. The Association's liens shall also include those sums advanced on behalf of each Homesite owner in payment of his obligation for use charges and operation costs elsewhere referred to as Common Expenses.

D. Subordination. The lien for assessments provided for herein shall be superior to all other liens, except tax liens and institutional first mortgages as aforesaid. Nevertheless, Homesites encumbered by such mortgage are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such Homesite pursuant to a decree or judgment of foreclosure or conveyance in lieu thereof shall be free and clear of such liens (without discharge of the underlying debt) which are chargeable to the former unit owner as a result of assessments which became due prior to acquisition of title as a result of such foreclosure, or conveyance in lieu thereof, unless a claim of lien has been recorded prior to the recordation of such foreclosed mortgage. A first mortgagee acquiring title to a Homesite as a result of foreclosure or otherwise may not, during its period of ownership thereof, be excused from the payment of Common Expenses coming due during the period of such ownership. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public Records after

may be assigned, hypothecated or transferred in any manner except as an appurtenance to his Homesite.

D. Membership. The record owners of Homesites in the PROPERTY and in the second phase as provided by Section XII, hereinafter shall be members of the Association and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to or fee interest in a Homesite, whether by conveyance, devise, judicial decree or otherwise subject to the provisions of this Declaration, and by the recordation among the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the Homesite affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner shall be terminated.

E. Voting. On all matters to which the membership shall be entitled to vote, there shall be only one (1) vote for each Homesite.

## X. RESTRICTIVE COVENANTS

### A. Uses and Structures.

1. No structure shall be erected, altered, placed or permitted to remain on any Homesite other than a detached single-family dwelling not exceeding two (2) stories in height and a private attached garage or carport for not more than two (2) cars. No motor vehicle other than a private passenger type shall be garaged or stored in any garage or carport or on any Homesite.

2. No Residence or any part thereof shall be used for any purpose except as a private dwelling for one (1) single family. No business or trade of any kind or noxious or offensive activity shall be carried on upon any Homesite, within or without the Residence; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Except for a reasonable period during actual construction of a Residence, no trailer, tent, shack or other such temporary structure shall be erected or used on any Homesite; in no event shall such temporary structure be used as living quarters. For purposes of this Section, "single family" shall mean and refer to either a single person occupying a Homesite or two (2) or more persons related by blood, marriage, adoption or domestic partnership occupying a Homesite and living together and maintaining a common household. Notwithstanding the foregoing,

the Board may from time to time modify the foregoing definition of what includes a "single family."

B. Architectural Control.

1. No structure shall be erected, altered, placed or permitted to remain nor shall construction commence on any Homesite until the design, construction specifications and a plan showing the location of the structure have been approved in writing by the Board as to quality, design and materials, harmony with existing structures, and as to location with respect to topography and finished grade elevation. In the event that the Board fails to approve or disapprove any design, location, the kinds of material to be used in a building or any other function required by these covenants to be performed by it sixty (60) days after receipt of a written request so to do, then such approval of the Board shall not be required. In no event will the Board's approval be unreasonably withheld nor will any charge be made therefor.

2. All alterations to an owner's Homesite shall be completed within six (6) months from commencement of construction unless such owner requests and receives the prior written approval of the Board for an extension of time.

3. Anything herein contained shall not be deemed to apply to the COMPANY in any of its planning, construction or sales and marketing activities, which are specifically excepted therefrom.

C. Residence Size. The size of all residences, subsequent to the original construction by the COMPANY, shall remain as originally built; in no event may any such reconstruction exceed the outbounds of the Homesites as set forth on Exhibit "B" hereof nor may any such reconstruction have a ground floor, exclusive of open porches, garages and/or carports, of less than One Thousand Fifty (1,050) square feet.

D. Antennas and Towers. No radio, television or similar antenna or tower shall be erected, placed, or maintained on any Homesite or attached to any Residence without the prior written approval of the Board. Owners may install a satellite dish not exceeding one meter (39.37") in diameter upon their Homesite or attached to their Residence only in accordance with the following requirements, and such additional rules and regulations as the Board may from time to time adopt. To ensure the safety of owners, all installations must be undertaken by a licensed installer and in such a manner so as to comply with all applicable county and municipal codes at the time of installation. All such dishes must be securely fastened so as to prevent lift or detachment from high winds, and shall be placed in such a manner as to limit, as much as possible, its visibility from the outside

the Homesite or Residence without unreasonably increasing the cost of the installation, maintenance or utility of the satellite dish, or precluding reception of an acceptable quality signal. Owners undertaking such installation shall be responsible for any damage to the common areas and/or Association property, including, but not limited to, incidental or consequential damage, resulting from the installation of the dish and upon its removal. Any such cost or expense incurred by the Association as result of the installation and/or removal of a satellite dish, including, but not limited to, repairs to the common areas or Association property, shall be an individual special assessment against the subject owner and Homesite, collectible in the same manner as any other assessment hereunder.

E. Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Homesite nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Homesite. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Homesite.

F. Animals. No dogs, cats, reptiles, livestock or animals of any kind shall be raised, bred or kept on any Homesite, except that birds, fish and other similar small common household pet may be kept on any Homesite. Any bird, fish or other similar small common household pet shall not be allowed to constitute a nuisance. Any such pet that, in the sole discretion of the Board of Directors, is deemed to constitute a nuisance, may be required to be removed from the property on a permanent basis.

G. Fences and Hedges. No fence, wall or hedge which separates the Homesites shall be permitted in connection with the use or occupancy of any Homesite, without the prior written approval of the Board.

H. Garbage and Rubbish. Garbage or rubbish shall not be dumped or burned or allowed to remain on any Homesite except that garbage, rubbish or other debris, properly contained in a metal or plastic receptable, may be placed outside the residence for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times, such receptacles shall be placed at the side of the Residence in between the Homesites

I. Signs. No billboards, signboards or advertising devices shall be maintained on any Homesite except with the prior written approval of the Board. The Board of Directors may adopt Rules and Regulations from time to time concerning signs, including, without limitation, the permissible size of signs. "For

Sale” signs, or any other signs advertising a Homesite for sale, may only be displayed from Friday at 5:00 p.m. to Sunday at 5:00 p.m.

J. Age Limitation on Permanent Residents. In order to preserve the intent to develop the PROPERTY as an adult-oriented community and to further assure the welfare and full enjoyment of adults, senior citizens and retirees, no one shall be permitted to reside on the PROPERTY under the age of eighteen (18) years. This provision is not meant to prohibit or inhibit transient guests and invitees, provided that such persons may not reasonably be construed to be residents. They will be deemed to be residents if they remain on the PROPERTY for a total of more than one (1) month in any given twelve (12) month period.

#### XI. MAINTENANCE OF THE COMMUNITY

In order to maintain a community of congenial adults who are financially responsible and thus to protect the value of the Homesites, the transfer thereof by any owner shall be subject to the following requirements:

##### A. Transfer Subject to Approval.

1. Sale. No owner may dispose of a Homesite or any interest therein by sale without approval of the Association pursuant to this Article XI.

2. Lease-No Homesite Owner shall be entitled to lease or rent his or her Unit or a portion of his or her Unit, which includes a prohibition on an Owner listing his or her Unit on, or leasing his or her Unit through any website (including, without limitation, AirBnB, VRBO, or HomeAway), print, or online publication advertising the Owner’s Unit for a short term, “hotel-like” rental.

3. Gift. If any Homesite owner shall acquire title by gift, the continuance of such ownership shall be subject to the approval of the Association.

4. Devise or Inheritance. If any owner shall acquire title by devise or inheritance, the continuance of such ownership shall be subject to the approval of the Association.

5. Other Transfers. If any owner shall acquire a title by any manner not heretofore covered by the foregoing, the continuance of such ownership shall be subject to the approval of the Association.

6. No owner may transfer a Homesite or any interest therein to a Business Partnership or a Corporation by sale, or gift. This provision is subject to the exceptions set forth in Article XI.D.1.

B. Approval by the Association. Approval of the Association required for the transfer of ownership of Homesites shall be obtained in the following manner:

1. Notice to Association.

(a) Sale. An owner intending to make a bona fide sale of his Homesite or of any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser, an executed copy of the proposed sales contract and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the owner's option may include a demand that the Association furnish a purchaser for the Homesite if the proposed purchaser is not approved.

(b) Gift; Devise; Inheritance; Other Transfers. An owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquisition of his title, together with such other information as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(c) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Homesite, the Association at its election and without notice may approve or disapprove the transaction of ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(d) Costs. The owner who is required to give notice to the Association of a transfer of a Homesite shall pay a reasonable fee to the Association in an amount determined by the Regulations to cover the costs incident to the determination of approval. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the Homesite owner liable for the payment.

2. Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.

(b) Gift; Devise; Inheritance; Other Transfers. If the Homesite owner giving notice has acquired his title by gift, devise, inheritance or in any other manner not approved by the Association, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of such ownership of such Homesite. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the Homesite owner and shall be recorded in the Public Records of Broward County, Florida at the owner's expense.

(c) Gift; Devise; Inheritance; Other Transfers. If the Homesite giving notice has acquire his title by gift, devise, inheritance or by other manner not approved by the Association, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of such ownership of such Homesite. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the Homesite owner and shall be recorded in the Public Records of Broward County, Florida at the owner's expense.

3. Approval of Corporate Owner or Purchaser. Inasmuch as the PROPERTY may be used only for residential purposes and a corporation cannot occupy a Homesite for such use, if the Homesite owner or purchaser of a Homesite is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the Homesite be also approved by the Association.

C. Disapproval by the Association. If the Association shall disapprove a transfer of ownership as described above, the matter shall be disposed of as follows:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Homesite owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the owner must sell the Homesite upon the following terms:

(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Homesite; and a judgment of specific performance of the sale upon the



award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash or upon terms approved by the seller.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten days after the termination of the sale price if such is by arbitration, whichever is the later.

(d) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon the demand of the Homesite owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.

2. Gifts; Devise; Inheritance; other transfers. If the owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt from the owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the owner an agreement to purchase by a purchaser, approved by the Association who will purchase and to whom the owner must sell the Homesite upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of such agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Homesite; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash or upon terms approved by the seller.

(c) The sale shall be closed within ten (10) days following the determination of the sale price.

(d) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the Homesite owner.

D. Exceptions.

1. The foregoing provisions of this Declaration entitled "Maintenance of the Community" shall not apply to a transfer to or purchase by an Institutional Lender which acquires its title as the result of owning a mortgage upon the Homesite concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquired the title to a Homesite at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

E. Unauthorized Transaction. Any sale, or mortgage ~~or lease~~ which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

F. Disapproval for Good Cause. Notwithstanding the foregoing, the Association shall not be required to provide an alternate purchaser pursuant to Section C above where the Association disapproves of a proposed purchaser(s) or transferee(s) for failure to qualify for membership in the Association, which shall include, but not be limited to, the following reasons:

(1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for membership based on the restrictions on occupancy set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time, such that the proposed occupants would automatically be in violation of the governing documents by virtue of moving into the property; or

(2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons; or a felony involving or concerning moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section

102 of the Controlled Substances Act (21 U.S.C. 802); or has been convicted of any other felony within the ten (10) years preceding the date of application; or

(3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or

(4) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Homesite prior to the approval by the Association as provided for herein; or

(5) The person(s) seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Homesite; or

(6) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Article XI; or

(7) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association.

(8) No sale or transfer of title will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Homesite Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Homesite is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder. Notwithstanding the foregoing, the Association shall have the authority to approve a sale where the Association is given assurances that any monetary obligations owed to the Association will be paid in full at closing.

G. Guest Occupancy. Guest Occupancy. Notwithstanding anything to the contrary contained herein or the rules and regulations of the Association, guests shall be permitted to occupy a Homesite for no more than thirty (30) cumulative days in any twelve (12) month period. Written notice of guest occupancy must be received by the Board from the owner within the time frame as adopted by the Board from time to time, prior to any such occupancy. Any further occupancy in excess of the thirty (30) cumulative days shall require the written approval of the Board for continued occupancy, including, without limitation, the submission of a completed application for occupancy and payment of an application fee in such amount as the Board may determine from time to time, not to exceed the highest amount allowed under the law, as it may be amended from time to time. "Guests" shall include any person present in any Homesite or any portion of Association property other than the owner. The Association shall have the right and the authority to act as agent of the owner to

evict any guest upon default by such guest in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and applicable Association Rules and Regulations, as any of them may be amended from time to time, or other applicable provisions of any agreement, document, or instrument governing the Homesite or Association property. The costs associated with any action to evict the guest, including attorney's fees, will be the personal obligation of the owner and shall be an individual special assessment against the Homesite, collectible in the same fashion as any other assessment, as provided hereunder.

## XII. SECOND PHASE

The PROPERTY and the facilities appurtenant thereto are the first phase of a possible two-phase community to be developed by the COMPANY, without, however, imposing upon the COMPANY any obligation to construct such second phase. The second phase, if any, will be built within the outbounds of the area described in Exhibit "C" attached hereto and made a part hereof. If, as and when such second phase is constructed, it will share with the residents and the Homesite owners of the first phase, the use of the recreation facilities located on the PROPERTY and all Association Areas and the easements set forth in Section II hereof, provided, however, that such second phase shall consist of no less than two hundred (200), nor more than two hundred ninety-four (294), residential units. In order that there may be unity of policy, procedure, management, purposes and sharing of expenses common to all Homesites in both phases, both such phases shall be operated by the Association.

The share of the second phase, or of residential units contained therein, for Common Expenses, as more particularly computed in Section I. F. hereinabove and Section XIII hereinbelow, shall be chargeable as a lien or liens against such residential units when and if the second phase is constructed, or against all of the lands described in Exhibit "C" if the second phase is not constructed; provided always, that if the second phase is not constructed, the maximum liability of the then owner of the lands described in Exhibit "C" for Common Expenses, and the amount of the maximum lien therefor, shall be fifty-four point six four five (54.645%) percent of the total of Common Expenses.

Common surplus shall be handled in the same manner as Common Expenses for the purpose of determining the fair share thereof to ensure to each owner of a residential unit in the second phase if it is constructed. If the second phase is not constructed, the then owner of the lands described in Exhibit "C" shall be entitled to fifty-four point six four five (54.645%) percent of the total of Common Surplus.

### XIII. SHARING OF COMMON EXPENSES

The maintenance, management and operation of both the first phase contemplated hereby and the second phase as provided by Section XII hereinabove are declared to be of one interest and concern to Homesite owners within both, and there shall be one (1) budget established by the Association for the maintenance of both such phases; each resident and homesite owner in each phase shall be responsible for his percentage share of such common budget. Since the first phase shall consist of one hundred sixty-six (166) Homesites and the second phase, if constructed, shall consist of a number of Homesites or units not to exceed two hundred ninety-four (294), the final share of any Homesite for Common Expenses and Common Surplus shall be that percentage determined by the final number of residential units or Homesites within both phases, if, as and when the second phase is constructed, all as more particularly set forth in Section I.F. and Section XII hereinabove, and as illustrated below:

A. The maximum share of any Homesite shall be point two seven three three two-phase (.2733%) percent, in the event that the second phase is not constructed, and the balance of the Common Expenses in that event; i.e., fifty-four point six four five (54.645%) percent thereof, shall be borne by the then owner of the lands in Exhibit "C".

B. If the second phase is constructed, and the ownership of residential units therein, however denominated, are no more than two hundred (200), the percentage share of each Homesite shall remain the same as above provided, and the share of said residential units in the second phase shall be equal thereto.

C. If the second phase is constructed, and the ownership of residential units therein, however denominated, is more than two hundred (200), up to the maximum permitted in Section XII above, the percentage share of each Homesite shall be as provided by section I.F., and the share of residential units in the second phase, however denominated, shall be equal thereto.

The foregoing percentages as finally computed shall also determine each Homesite Owner's share in the Common Surplus of the Association and share of ownership of Association Areas and other property in the event that there shall be a dissolution and winding-up of the Association, with the balance going to the second phase, as provided in Section XII hereinabove. The allocation of the annual budget to the first and second phases shall be made solely by the Association in accordance with the foregoing and, as such, shall be final and binding upon the Homesite owners in both phases, their grantees, heirs, successors and assigns and their creditors, including Institutional Lenders.

#### XIV. THE LAKE

Attached hereto and made a part hereof as Exhibit "D" is a legal description of all of the lands encompassed by and co-terminus with the existing lake. These lands shall be deemed to be Association Area and shall be conveyed to the Association in accordance with the provisions of Section VI. J. hereinabove. Such conveyance is intended to be, and the deed will so provide, for the use of the owners of Homesites as defined herein, as well as the owners of homesites, lots, parcels or rights of perpetual use, however denominated, in the second phase. Maintenance and operation of the lake described in Exhibit "D" shall be the obligation of the Association and part of the Common Expenses thereof.

#### XV. AMENDMENTS

Except as expressly provided for hereinafter in this Section XV, the covenants, conditions, reservations and restrictions of this Declaration may be amended from time to time, at any regular or special meeting of the Homesite owners called in accordance with the Bylaws of The Association of The Meadows of Crystal Lake, Inc., by the affirmative vote of the owners of not less than a majority of the Homesites present in person or by proxy at such meeting; provided however, that until the COMPANY has completed all of the contemplated improvements and closed the sales of all residences within the PROPERTY, no amendment(s) to this Declaration shall be effective, unless joined in by the COMPANY. It is further provided that in order to be effective, any amendment to this Declaration must be recorded among the Public Records of Broward County, Florida.

Notwithstanding anything herein to the contrary, the COMPANY reserves the right to alter and amend this Declaration as it deems necessary, and the COMPANY shall not require or need the joinder of Homesite owners prior to the time the COMPANY conveys the last Homesite or relinquishes such right to the Association.

The COMPANY may supplement or amend this Declaration for the purpose of annexing or adding the second phase as provided in Section XII hereinabove by recording an amended or supplemental Declaration among the Public Records of Broward County, Florida. Additionally, further lands may be annexed or added to the PROPERTY with the consent of sixty (60%) percent of the Homesite owners.

For all purposes of this Section, "Homesite Owners " shall be deemed to include the owners of residential units, however denominated, in the second phase. Amendment at the sole option of the COMPANY for annexing or adding the second phase as provided in Section XII shall also include a determination of the final share percentage of Common Expense or Common Surplus as therein and elsewhere provided, which shall be binding upon all owners of Homesites or

residential units in both the first phase and the second phase, however denominated, or of Association Areas, including the lake.

No amendment shall be adopted that shall impair the validity or priority of any mortgage without the written consent thereto of the mortgagee so affected.

#### XVI. VIOLATIONS

Violation of any covenant or restriction may be remedied by the COMPANY, and the expense thereof shall be chargeable to the then owner of the Homesite and be payable upon demand. The foregoing shall be an alternative, or in addition, to the enforcement provisions of Section XV hereinbelow.

#### XVII. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity, or by the levying of fines and/or suspension of Association Area and Recreation Area use rights as set forth in the By-Laws of the Association, brought by the COMPANY, its successors or by the owner of any Homesite in either the first phase, or by the Association, against any person or persons violating or attempting to violate any covenants or to recover damages or both.

#### XVIII. SEVERABILITY

Invalidation of any of the aforesaid covenants and restrictions by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.