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REC-2034 276

**DECLARATION OF CONDOMINIUM  
OF  
CRYSTAL LAKE 1021 CONDOMINIUM**

**CRYSTAL LAKE APARTMENTS, INC.**, a Florida corporation, herein after referred to as Developer, hereby declares that it has fee simple title of record to the land hereinafter described and further states and declares:

1. Submission Statement. The land hereinafter described is hereby declared to be condominium property and is hereby submitted to condominium ownership, pursuant to the provisions of the 1961 Florida Condominium Act.

2. Name. The name by which this condominium is to be identified is "CRYSTAL LAKE 1021 CONDOMINIUM".

3. Legal Description. The legal description of the land included in said condominium is as follows:

Lots Four, Five and Six of Block Two, CRYSTAL LAKE 1ST SECTION, according to the Plat thereof, recorded in Plat Book 58, page 39, of the Public Records of Broward County, Florida.

4. Identification of Units. The condominium has forty-two (42) Units which are identified and referred to herein and in the Exhibits attached hereto and made a part hereof by the Arabic numerals and letters 101-A, 102-B, 103-C, 104-A, 105-A, 106-A, 107-A, 108-A, 109-A, 110-A, 111-A, 112-C, 114-B, 115-A, 201-A, 202-B, 203-C, 204-A, 205-A, 206-A, 207-A, 208-B, 209-A, 210-A, 211-A, 212-C, 214-B, 215-A, 301-A, 302-B, 303-C, 304-A, 305-A, 306-A, 307-A, 308-B, 309-A, 310-A, 311-A, 312-C, 314-B, 315-A. Each Unit consists of an apartment, screened porch, and parking area, and any reference herein to a Unit shall be deemed to include the apartment, screened porch, and parking area bearing the same number and letter.

5. Survey, Plot Plan and Graphic Description of Improvements.

A. There is being recorded simultaneously herewith a survey and plot plan of the above described property, marked Exhibits A-1 and A-2 and incorporated herein by reference showing and identifying thereon the Common Elements and each Unit and their relative locations and approximate dimensions.

B. There is being recorded simultaneously herewith building and floor plans containing a graphic description of the improvements made to the condominium property, marked Exhibits B-1 through B-9 inclusive, which are incorporated herein by reference. All of the aforesaid Exhibits have been certified to by Arnold J. Waldsmith, a surveyor authorized to practice in the State of Florida, and such certification is made pursuant to the requirements of Section 8(1)(e) of the 1961 Florida Condominium Act.

6. Undivided Shares.

A. Each Unit shall have as an appurtenance thereto an undivided share of the Common Elements according to the following percentages:

Unit Number	Undivided Percentage of Common Elements
<u>First Floor</u>	
101-A	2.17
102-B	2.70
103-C	2.94
104-A	2.17
105-A	2.17

20

REV 2004 FILE 277

<u>Unit Number</u>	<u>Undivided Percentage of Common Elements</u>
<u>First Floor</u>	
106-A	2.17
107-A	2.17
108-A	2.17
109-A	2.17
110-A	2.17
111-A	2.17
112-C	2.94
114-B	2.70
115-A	2.17
<u>Second Floor</u>	
201-A	2.17
202-B	2.70
203-C	2.94
204-A	2.17
205-A	2.17
206-A	2.17
207-A	2.17
208-B	2.70
209-A	2.17
210-A	2.17
211-A	2.17
212-C	2.94
214-B	2.70
215-A	2.17
<u>Third Floor</u>	
301-A	2.17
302-B	2.70
303-C	2.94
304-A	2.17
305-A	2.17
306-A	2.17
307-A	2.17
308-B	2.70
309-A	2.17
310-A	2.17
311-A	2.17
312-C	2.94
314-B	2.70
315-A	2.17
<b>Total</b>	<b>100.00%</b>

D. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements in this condominium, which right shall be shared with all other Unit Owners and the Crystal Lake 1621 Association, Inc., (hereinafter referred to as Association), and shall have appurtenant thereto the interest of each Unit owner in the funds and assets held by the Association. The share of an owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his interest in a condominium parcel.

7. Sharing Common Expenses and Surplus. The common expenses shall be shared and the ownership of common surplus shall be in proportion to each Unit Owner's percentage of ownership of the Common Elements as set forth hereinbefore.

RFE 2004 PAGE 278

**8. Voting Rights of Owners of Units.**

A. Owners of a fee simple interest in each Unit shall collectively be entitled to one vote and the person entitled to cast such vote shall be determined as follows:

(1) A statement must be filed with the Secretary of the Association in writing signed under oath by members with an interest in a Unit and shall state:

(a) The respective percentage interest of every person (as recorded in the Public Records of Broward County, Florida) owning a vested present interest in the fee title of the Unit in which the affiant owns an interest.

(b) Which one of the owners of the Unit in which the affiant owns an interest is to represent all of the owners of that Unit at membership meetings and/or to cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a Unit shall be known as the Voting Owner and shall be the only owner owning an interest in that Unit eligible to cast the vote for said Unit. The person designated as the Voting Owner may continue to cast the binding vote for all owners owning an interest in the Unit in which he owns an interest until such time as another person is properly designated as the Voting Owner by those members owning the majority interest by a similar written statement filed with the Secretary.

B. There shall not be more than forty-two (42) Voting Owners at any one time and each may cast one vote. A corporation or any individual with an interest in more than one Unit may be designated the Voting Owner for such Unit in which he owns an interest. Failure by members of a Unit to file such statement under oath with the Secretary prior to a properly held vote or election will result in depriving the owners with an interest in such Unit of a vote on such occasion.

**9. Method of Amendment of Declaration.**

A. An amendment to change any condominium parcel, or a condominium Unit's proportionate share of the common expenses or common surplus, or the voting rights pertinent to any Unit, shall not be valid unless all of the record owners thereof and all the record owners of any first mortgage liens thereon and the Developer, in the event it retains any mortgage lien thereon, shall join in the execution of the amendment prior to recording thereof.

B. All other modifications or amendments of this Declaration may be made by an instrument executed and recorded by all of the owners of at least seventy-five (75%) percent of the Units, and by all owners and holders of first mortgage liens on any Units and the Developer, in the event it retains any mortgage lien on any Unit.

10. **By-Laws.** The operation of the condominium property shall be governed by the By-Laws, copy of which is annexed to this Declaration, made a part hereof and marked Exhibit C.

**11. Association.**

A. The operation of the condominium will be by Crystal Lake 1821 Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida (herein referred to as Association).

BEE2034 nu 279

B. The Developer and all persons hereafter owning a vested present interest in any one of the Units and which interest is evidenced by the recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association, and their memberships shall automatically terminate when they no longer own such interest.

#### 12. Common Elements.

A. The Common Elements include all of the premises hereinbefore described, and all improvements therein and thereon not included within any of the Units.

B. This condominium does not contain any Limited Common Elements.

#### 13. Lien and Penalty Interest.

A. The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the Unit owner of such Condominium Parcel and reasonable attorney's fees incurred by the Association incident to the collection of assessments or enforcement of such lien.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of eight percent (8%) per annum until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

#### 14. Severability.

A. If any of the provisions of this Declaration or the Exhibits thereto, or deed of conveyance of a Condominium Parcel by the Developer, or any paragraph, sentence, clause, phrase or word therein, or the application thereof, is held invalid, the remainder of this Declaration, the Exhibits thereto, and the provisions of such conveyance shall not be affected thereby.

B. This Declaration, the By-Laws, and the Exhibits thereto are made and executed by the Developer according to and pursuant to the provisions of the 1963 Florida Condominium Act, but in the event any provision, sentence, word, phrase, section or clause of said Act is for any reason declared by a Court decision to be invalid and as a consequence thereof the validity of any provision, word, phrase, paragraph or sentence of this Declaration shall be questioned by anyone, then such questioned provision, word, phrase, paragraph or sentence shall be deemed to be valid and in full force and effect to the extent permitted under other Florida Statutes and the Common Law in effect in the State of Florida.

#### 15. Interpretation.

A. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular, and the singular shall include the plural.

B. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association according to the provisions hereof whether or not that person participates in the Association as a member.

C. The provisions of this Declaration shall be interpreted in accordance with the definitions and provisions of the 1963 Florida Condominium Act.

OFF 2034 PAGE 260

**16. Prohibition of Further Subdivision.** The space within any of the Units and Common Elements shall not be further subdivided. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument, and the interest in the Common Elements appurtenant thereto.

**17. Easements for Encroachments.** All the condominium property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

**18. Obligations of Members.** Every owner of an interest in one of the Units shall (in addition to other obligations and duties set out herein):

A. Promptly pay the assessments levied by the Association.

B. Maintain in good condition and repair his Unit (except as otherwise provided herein) and all interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the Unit and Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered in his Unit. Said Unit shall be maintained in accordance with the Exhibits attached hereto, except for changes or alterations approved in writing by the Association.

C. Not use or permit the use of his Unit for any purpose other than as a single family residence and maintain his Unit in a clean and sanitary manner.

D. Not make or cause to be made any structural addition or alteration to his Unit or to the Common Elements without prior written consent of the Association and all mortgages holding a mortgage on his Unit.

E. Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

F. Conform to and abide by the By-Laws and uniform Rules and Regulations in regard to the use of Units and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

G. Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building or parking area whether within a Unit or part of the Common Elements.

H. Allow the officers of the Association, or their agents, to enter any Unit at any reasonable time for the purpose of determining compliance with the Declaration, the By-Laws, and the Rules and Regulations of the Association.

I. Show no sign, advertisement or notice of any type on the Common Elements or his Unit and erect no exterior antennas and aerials except as provided under uniform Regulations promulgated by the Association.

REV. 2004 PAGE 281

J. Make no repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Board of Directors of the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the owners of the Unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the Common Elements.

K. Be liable for the expense of any maintenance, repair or replacement to any portion of the condominium property rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances.

L. Not use or permit the use of the parking area portion of his Unit for any purpose other than for the parking of vehicles.

#### 19. Destruction of Improvements and Insurance.

A. The Association shall purchase and obtain the following insurance:

- (1) Fire and extended coverage insurance insuring all of the insurable improvements erected within the condominium property for the full insurable value.
- (2) Public Liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages and with cross liability endorsement to cover liabilities of the Unit owners as individuals or as a group to other Unit owners.
- (3) Such other insurance deemed desirable by the Board of Directors of the Association.

The premiums for all such insurance shall be assessed against the owners of each Unit as part of the annual assessment. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Insurance Trustee, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Insurance Trustee. The Deerfield Beach Bank and Trust Company of Deerfield Beach, Florida, is hereby appointed Insurance Trustee, which bank is referred to hereinafter as the Insurance Trustee, or Trustee. The Association shall have the right, from time to time, to change the Insurance Trustee to another trust company authorized to conduct business in the State of Florida. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected, a reasonable fee for its service as Trustee. The Association is hereby irrevocably appointed agent for each owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds.

OFF 2034 PAGE 282

B. The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it and shall hold such proceeds in trust for the Association, Unit Owners and mortgagees under the following terms:

- (1) In the event a loss occurs to any improvement within any of the Units alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the owners of the Units damaged and their mortgagees, if any, as their interests may appear and it shall be the duty of these owners to use such proceeds to effect necessary repairs to their Units. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Units or Common Elements, or both.
- (2) In the event that a loss of \$3,000, or less occurs to improvements within one or more Units and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association, provided the Trustee first obtains the written approval of all first mortgagees holding mortgages encumbering the Units. Upon receipt of such proceeds, the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds shall be apportioned to repair improvements within owner's Units in proportion to the loss sustained to improvements within said Units, as estimated by the insurance carrier, and the owners owning interest in Units containing damaged improvements shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their Units.
- (3) In the event all first mortgagees do not agree to the payment of the proceeds as provided in the preceding paragraph, or in the event the damage exceeds \$3,000, then the Insurance Trustee shall hold all insurance proceeds in Trust and shall disburse same as follows:
  - (a) In the event any first mortgagee demands application of insurance proceeds to the payment of its loan, the Trustee shall divide the insurance proceeds into shares proportionate to the assessment percentages and shall promptly pay each share jointly to the owners and mortgagees of each Unit, in making distribution to Unit owners and their mortgagees,

DEC 2034 PAGE 283

the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the Unit owners and their respective mortgagees, if any.

- (b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and within the Units, and provided all mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the Trustee shall disburse the insurance proceeds and other funds held in Trust in accordance with the progress payments contained in the construction contract between the Association and the contractor.
- (c) In the event mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements and within the Units, a membership meeting of the Association shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each Unit and the owners thereof to obtain the necessary funds to repair and restore the improvements within the Common Elements and the Units. In the event the majority of the Voting Owners vote in favor of the special assessments, the Association shall immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event the majority of the Voting Owners are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with paragraph 19 B (3) (a) above, and the condominium shall be terminated as hereinafter provided.
- (4) In the event, after complete repair and reconstruction and after the Insurance Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with paragraph 19 B (3) (a) above.
- (5) All covenants contained herein for the benefit of any mortgagee of a Unit may be enforced by such mortgagee.

#### 20. Common Expenses and Assessments.

A. The common expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, and any other expense designated or inferred to



REC-2034 284

be a common expense in this Declaration or in the By-Laws attached hereto.

B. The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year and such budgets shall project the anticipated common expenses for the ensuing year.

C. After adoption of a budget and determination of the annual assessment against Unit Owners in accordance with the shares of the common expenses heretofore set forth, the Association shall assess such sums by promptly notifying all owners by delivering or mailing notice thereof to the Voting Owner representing each Unit, at such owner's most recent address as shown by the books and records of the Association. One-quarter (1/4) of the annual assessment shall be due and payable in advance to the Association on the first day of January, April, July and October, regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal special assessments against each Unit, if necessary, to cover additional common expenses and shall have power to levy other special assessments as provided herein, which may or may not be equal per Unit.

D. The record owners of each Unit shall be personally liable, jointly and severally to the Association, for the payment of special as well as regular assessments made by the Association and for all costs for collecting delinquent assessments. In the event assessments against a Unit Owner are not paid within sixty (60) days after their due date, the Association shall have the right to shut off all utilities servicing such Unit until such time as the assessments are paid, or until completion of foreclosure on a Unit by a first mortgagee.

E. The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposits shall be proportionate to each Unit's interest in the Common Elements.

F. The Board of Directors of the Association shall provide for the preparation of a financial and operating statement and present same at least annually to each of the members. Any member, at his cost, may at any time cause an audit to be made of the Association's records and books by a Certified Public Accountant.

21. Termination. In addition to the method of termination provided in the Condominium Act, after thirty (30) years from the date hereof, all the owners of at least seventy-five percent (75%) of the Units may remove the condominium property from the provisions of the condominium law by an instrument to that effect, duly recorded, provided that the holders of all first mortgage liens affecting any of the condominium parcels consent thereto or agree, by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property, except where there has been no destruction of improvements. In the event of any termination, the Directors of the Association shall then proceed to liquidate and dissolve the Association and distribute any surplus. Where more than one person has an interest in a Unit, the Association may elect to pay the share of the surplus for said Unit jointly to the various owners of the Unit.

80

OFF 2004 REC 265

22. Remedies for Violation. Each Unit Owner shall be governed by and shall comply with the Florida Condominium Act, this Declaration, the By-Laws, and the Rules and Regulations of the Association, as they may exist from time to time. Failure to so comply shall entitle the Association or any Unit Owner or any mortgagee holding a mortgage encumbering any Unit, to recover sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved Unit Owner, or by such mortgagee. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Declaration shall not bar their subsequent enforcement. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

23. Maintenance.

A. In the event owners of a Unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, or in the event any owner, his guests, employees, agents or lessees cause any damage to any Unit or to the Common Elements, the Association shall have the right to levy at any time a special assessment against the owners of such Unit for the necessary sums to put the improvements within the Common Elements or a Unit in good condition and repair or to remove any unauthorized structural addition or alteration.

B. It shall be the duty of the Association to provide through its agents and employees for the maintenance, repair and replacement of all exterior doors, windows, screens, exterior surfaces of the building, screened porches and parking areas, whether part of the Common Elements or part of a Unit. In the event of emergency repairs needed to the Common Elements, utilities, or the exterior surface of any Unit, the owner of an interest in any Unit affected may give the Association twenty-four (24) hours notice to repair same, and if it is not done, said Owner may proceed to contract in his own name to make such repair, and the Association shall be obligated to reimburse said Owner for the reasonable value of the repairs which were necessary and for which the Association has financial responsibility.

C. The Association shall have the right to have its employees and agents enter any Unit at any time to do such work as deemed necessary by the Board of Directors or officers of the Association to enforce compliance with the provisions hereof, and such entry shall not be deemed a trespass.

24. Improvements. Subsequent to the original construction, improvements and additions to the Common Elements may be made by the Association levying a special assessment, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth (1/6) of the current regular annual assessment, unless prior written unanimous consent is received from all Voting Owners, provided, however, that any alteration or improvement of the Common Elements bearing the approval in writing of Unit Owners entitled to cast at least seventy-five percent (75%) of the votes in the Association, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of a Unit Owner in the Common Elements which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof.

25. Mortgages. No Unit Owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, or a federal savings and loan association, except the Developer may take back a purchase money mortgage. The approval of any

20

OFF: 2004 PAGE 286  
REC: 2004

other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

26. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

27. Duration of Provisions. In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

28. Sale, Rental, Lease or Transfer.

A. Prior to the sale, rental, lease or transfer of any interest in a Condominium Parcel to any person other than the transferor's spouse, the owners shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors.

B. Within ten (10) days of notice of a proposed sale or other transfer, the Board of Directors of the Association shall either approve or disapprove of a proposed sale or transfer, in writing, and shall notify the owners of its decision. In the event the Board of Directors fails to act or disapprove the proposed sale or transfer, and if a member still desires to do so, he shall, thirty (30) days before such sale or transfer, give written notice to the Secretary of the Association of his intention to sell or transfer on a certain date, and the bona fide price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-members to purchase on the terms and conditions contained in the notice, or at the option of said members, the price to be paid shall be the fair market value determined by arbitration in accordance with the rules of the American Arbitration Association in which three arbitrators shall hear the cause, and the expenses of the arbitration shall be paid by the purchaser, provided they so notify the Secretary of the Association in writing at least ten (10) days before the date of the intended sale or transfer, which information the Association shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a Unit horizontally contiguous to the Unit being sold or transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses.

28

OFF 2034 PM 287

C. If no written notice accepting the price and terms or request for arbitration is received from any other member on or before ten (10) days before the day given in the notice as the day of the sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at any other price or terms without repeating the procedure outlined above. In the event a member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, subject to termination, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption. In the event a member exercises his rights of first refusal or redemption, said member shall be liable for the unpaid assessments against the Unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the purchaser or transferee.

D. An affidavit of the Secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale, rental, lease or transfer of the Condominium Parcel to certain persons, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

E. An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer, and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a Condominium Parcel have been complied with and that the sale or transfer of a particular Condominium Parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the Condominium Parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and date stated in the notice given to the Secretary, but one hundred fifty (150) days after the date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

F. Notwithstanding any other provision contained herein, a Condominium Parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of the said lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require a substantially uniform form of lease to be used.

G. Notwithstanding anything to the contrary herein, the provisions of this section relating to "Sale, Rental, Lease or Transfer" shall not be applicable to purchasers at foreclosure or other judicial sales, to transfers to banks, insurance companies and federal savings and loan associations, nor to the Developer until after the Developer has initially conveyed or disposed of all Units.

H. The purpose of the covenants in this section is to maintain a congenial residential community and this covenant shall exist until this section of the Declaration is amended or until the condominium apartment project is terminated as herein provided.

20

REF 2034 PAGE 288

29. Authority to Contract for Management: The Board of Directors of said Association shall have the authority and power to contract from time to time with a management corporation to provide the following services:

A. All building and grounds maintenance and janitorial services for which the Association is responsible hereunder.

B. To act as the agent of the Board of Directors in collecting assessments, maintaining records thereof, preparing proposed operating budgets, maintaining a separate bank account in the corporation's name, and making deposits and withdrawals therefrom.

C. To place insurance required hereunder or which may be required by resolution of the Board of Directors.

D. To provide any other administration service desired by the Board of Directors.

Any such contract entered into by the Board of Directors shall contain a provision permitting the cancellation of said contract upon sixty (60) days notice, subsequent to a two-thirds (2/3) vote of the Voting Owners approving the termination of said contract.

Nothing contained in this section shall be construed to permit the Board of Directors to delegate its responsibility for policy making decisions. Any management contract shall be in written form and a properly executed copy thereof shall be kept with the corporate records, and any Unit Owner shall have the right to make a copy thereof.

30. Recreational Assessment. The owner of each Unit shall pay a quarterly recreational assessment of \$30.00 as provided in the Reservations and Restrictive Covenants recorded in Official Record Book 2803, page 256, of the Public Records of Broward County, Florida, and said assessment shall be due and payable in advance on January 1, April 1, July 1, and October 1. This assessment is made for the purpose of maintaining Parcel A of Crystal Lake, 1st Section, for recreational use and this assessment shall be included in and collected as a part of the regular quarterly assessments made by the Association.

IN WITNESS WHEREOF, CRYSTAL LAKE APARTMENTS, INC. has caused these presents to be signed in its name by its President, and attested by its Secretary, and its corporate seal affixed, this 29th day of December, A.D. 1964.

Witnesses:

G. F. Sullivan

John A. Wickham

CRYSTAL LAKE APARTMENTS, INC.

By Robert F. Sullivan  
Robert F. Sullivan, President

Attest Margaret Mary Sullivan  
Margaret Mary Sullivan, Secretary

(Corporate Seal)

OFF 2034 PAGE 289  
REC 2034

For good and valuable consideration, receipt of which is hereby acknowledged, Southern Federal Savings and Loan Association of Broward County, owner and holder of that mortgage on the premises referred to herein dated June 29, 1964, and recorded in Official Records Book 2833, Pages 937-940, of the Public Records of Broward County, Florida, hereby consents and agrees to the provisions of the aforesaid Declaration and that said mortgage shall be subject to the terms and conditions thereof and that Southern Federal Savings and Loan Association of Broward County is entitled to all the benefits contained therein.

IN WITNESS WHEREOF, Southern Federal Savings and Loan Association of Broward County has caused these presents to be signed in its name by its Vice President and its corporate seal affixed, attested by its Assistant Secretary, the 30th day of December, 1964.

(Corp. Seal)  
*Margaret M. Sullivan*  
*Margaret M. Sullivan*

SOUTHERN FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF BROWARD  
COUNTY

By *David M. Shepherd*  
Vice President

Attest *James H. Parker*  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this 29th day of December, 1964, before me personally appeared ROBERT F. SULLIVAN and MARGARET MARY SULLIVAN, President and Secretary respectively of CRYSTAL LAKE APARTMENTS, INC., a corporation organized and existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

*WITNESS my signature and official seal at*  
*Pompano Beach,*  
*in the County of Broward and State of Florida the day and year last aforesaid.*

*WITNESS my signature and official seal at*  
*Pompano Beach,*  
*in the County of Broward and State of Florida the day and year last aforesaid.*

*G. Townsend*  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES NOV. 16, 1967  
BROWARD COUNTY

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this 30th day of December, 1964, before me personally appeared DAVID M. SHEPHERD and JANE C. PARKER, Vice President and Assistant Secretary respectively of Southern Federal Savings and Loan Association of Broward County, a corporation organized and existing under the laws of the United States of America, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the

OFF. 2034 PAGE 290  
REC. 2034

uses and purposes therein mentioned and that they affirm thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Pompano Beach  
in the County of Broward and State of Florida the day and year last aforesaid.

Carol E. Dugas  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Nov. 4, 2013  
Issued by Electronic Notary Commission



20

## BY-LAWS

#2034 REG 201

## OF

## CRYSTAL LAKE 1021 ASSOCIATION, INC.

(a non-profit Florida corporation)

## ARTICLE I

General

Section 1. The name of this Corporation shall be CRYSTAL LAKE 1021 ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, and shall be referred to herein as the Association.

Section 2. The principal office of the Association shall be located in Broward County, Florida, which may, by resolution of the Board of Directors, be changed from time to time to any location in Broward County, Florida.

Section 3. As used herein, the term "corporation" shall be equivalent of "association" as used in the Declaration of Condominium.

## ARTICLE II

Corporate Purposes

Section 1. The purposes for which this Association is formed are as follows:

- A. To operate the condominium property of Crystal Lake 1021 Condominium, which condominium is situate on:

Lots Four (4), Five (5) and Six (6) of Block Two (2), Crystal Lake 1st Section, according to the Plat thereof, recorded in Plat Book 58, Page 39, of the Public Records of Broward County, Florida

and to manage and administer the condominium property, including, but not limited to, collecting assessments from Unit owners for the purpose of operating, maintaining, repairing, improving and administering the condominium property, and to perform the acts and duties desirable for apartment house management for the Units and Common Elements, pursuant to the provisions of the Declaration of Condominium to which these By-Laws are attached and the Condominium Act of the State of Florida,

- B. To purchase, own and maintain such personal property as the Association deems desirable for the use and enjoyment of the Common Elements.

- 1 -

EXHIBIT C to the Declaration of Condominium of Crystal Lake 1021 Condominium



OFF 2034 REC 202

C. To carry out the obligations and duties and to receive the benefits given the Association by said Declaration of Condominium,

D. To accomplish the foregoing purposes the Association shall have all corporate powers permitted under Florida Law,

Section 2. No part of the income of this corporation shall be distributed to the members, directors or officers of the Association.

### ARTICLE III

#### Membership

Section 1. CRYSTAL LAKE APARTMENTS, INC., hereafter referred to as the Developer, and all persons, natural or corporate, hereafter owning a vested present interest in any one of the Units and which interest is evidenced by recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association and their memberships shall automatically terminate when they no longer own such interest.

Section 2. Owners of each unit shall collectively be entitled to one vote and the person entitled to cast such vote and the voting rights shall be as set forth in the aforesaid Declaration of Condominium.

### ARTICLE IV

#### Meetings of Members

Section 1. A regular annual meeting of the members shall be held at 8:00 P. M. on the first Thursday in February of each year or at such other time within the months of February or March of each year designated by resolution of the Board of Directors, for the purpose of electing directors and for transacting such other business as may properly come before the meeting.

Section 2. At every meeting of the members, each Voting Owner shall be entitled to vote in person or by proxy, duly appointed by instrument in writing which is subscribed by such Voting Owner. All members of the corporation may attend membership meetings, but only the Voting Owner shall be entitled to make motions, nominations and cast votes.

Section 3. Upon demand of any Voting Owner, the vote upon any question before the meeting shall be by written ballot. All elections for directors and all questions shall be decided by a majority vote of the Voting Owners present in person or by proxy unless otherwise stated herein. However, no proxies shall be voted at any meeting unless such proxies have been placed on file with the Secretary of the Association for verification before the appointed time for the commencement of each meeting.

Section 4. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting or at any adjournment thereof, the existing Board of Directors shall cause an election to be held at a special meeting of the members as soon thereafter as possible.

80

REF 2034 PAGE 203

Section 5. Special meetings of the members may be called by the President or by resolution of the Board of Directors, or by not less than fifty (50%) per cent of the qualified Voting Owners giving to the Secretary a written request for such meeting.

Section 6. All regular, annual, or special meetings of the members shall be held on the condominium property or at such other place within Broward County, Florida, as selected by a majority of the members of the Board of Directors. However, if all of the members shall meet at any time and place, either within or without the State of Florida and County of Broward, and consent in writing to the holding of a meeting, such meeting to be valid without the call or notice, and at such meeting any corporate action may be taken.

Section 7. The Secretary shall give all Voting Owners 15 days written notice of all regular annual meetings or special meetings of the members. The notice shall state the hour, the day, the place and the purpose of the meeting.

Section 8. Any action required by law or permitted to be taken at any meeting of the members may be taken without holding a formal meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Voting Owners.

Section 9. At all meetings of the membership a quorum shall consist of fifty per cent (50%) or more of the Voting Owners present in person or by Proxy. When a quorum is present at any meeting, the vote of a majority of the Voting Owners present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 10. At the annual meeting of the members, nominations for the Board of Directors may be made from the floor by any Voting Owner.

#### ARTICLE V

##### Board of Directors

Section 1. The affairs, policy, regulations and property of the Association shall be controlled, managed and governed by the Board of Directors in accordance with the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association. The Board of Directors shall consist of not less than three (3) nor more than nine (9) persons who are all to be elected annually by the Voting Owners.

Section 2. Each Director shall be elected for one year and shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified. After the regular annual meeting of the membership in 1966 all members of the Board of Directors must be members of the Association, the spouse of a member, or an officer of a member corporation. Directors may be removed from office for any reason at any time by a two-thirds majority vote of the Voting Owners at any regular or special meeting of the membership without liability to the Association and a successor may then and there be elected to fill the vacancy thus created. Before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting, at which such motion is made and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

REC-2034 PAGE 294

Section 3. A regular meeting of the Directors shall be held without notice immediately after the adjournment of each annual membership meeting in each year.

Section 4. Special meetings of the Board of Directors may be called by the President or by two (2) members of the Board of Directors. By unanimous consent of the Directors, special meetings of the Board may be held without notice at any time and place.

Section 5. Notice of all special meetings, except those specified in the second sentence of Section 4 of this Article, shall be mailed to each Director by the Secretary not less than three nor more than fifty days previous to the time fixed for the meeting. All notices of special meetings shall state the time, place and purpose thereof.

Section 6. A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meeting shall have the power to adjourn the meeting to a future time.

Section 7. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Voting Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and such elected Director shall serve for the remainder of the vacant term.

Section 8. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9. The Board of Directors shall have the power to adopt, amend and rescind from time to time, by a majority vote, uniform Rules and Regulations for the administration, operation and use of the Condominium Property. All Rules and Regulations and amendments thereto must be approved in writing by all federal savings and loan associations, insurance companies, and banking institutions that hold a mortgage encumbering any of the Units.

Section 10. It shall be the duty of the Board of Directors to make and approve the Association's annual budget and to determine and make all assessments against Unit Owners and collect same in the manner set forth in the Declaration of Condominium.

Section 11. The Board of Directors may, by resolution passed by a majority of the Board, designate committees, with each committee containing one or more of the Directors of the corporation, which committees may have and exercise the powers provided in said resolution. All such authority shall be specifically outlined and read in the resolution authorizing the committee, or committees. Such committees shall keep regular minutes of their proceedings, which minutes shall be delivered to the Board of Directors at definite stated times, as required by the Directors. However, uniform Rules and Regulations governing the use of Crystal Lake 1021 Condominium facilities by the membership, and assessments to the membership shall only be made by the Board of Directors and such power shall not be delegated.

#### ARTICLE VI

##### Officers

Section 1. The Officers of this Association shall consist of a President, Secretary and Treasurer, and such other officers as the Board of Directors may determine desirable, which officers shall operate the business affairs of

REF: 2034 PAGE 295

this Association under the directives and policies of the Board of Directors.

Section 2. The officers of this Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors following the regular annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until the next annual meeting or until the successor shall have been duly elected and shall have qualified. All officers must be members of the Association, or spouses of members.

Section 3. Officers may be removed from office for any reason at any time by a majority vote of the Board of Directors without liability to the Association.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. No person holding two or more offices shall sign any instrument in the capacity of more than one office.

Section 6. The officers shall perform the duties and obligations given to them or the Association in the Declaration of Condominium as well as the duties set forth in these By-Laws and the Articles of Incorporation.

Section 7. No compensation shall be paid to any officer for his services in such capacity.

#### ARTICLE VII

##### President

The President must be a member of the Board of Directors. He shall be the chief executive officer of the corporation and shall preside at all meetings of the membership and of the Board of Directors. He shall execute all contracts, agreements, notes and obligations of the Association authorized or required by the Board of Directors. He shall generally do and perform all duties usually required of and performed by the incumbent of such office, and shall do and perform all duties which may be assigned to or required of him by the Board of Directors. The President shall be responsible for preparing the annual budget and shall present the same to the Board of Directors prior to the beginning of each fiscal year.

#### ARTICLE VIII

##### Vice President

The Vice President, if any shall be elected, shall perform all of the duties of the President in his absence, and such other duties as may be required by the President or the Board of Directors.

#### ARTICLE IX

##### Secretary

The Secretary shall issue all notices of all meetings of the Board of

20

OFF-2034 REC-296

Directors and members and any other notice required to be given or duties set forth in the Declaration of Condominium, these By-Laws, the regulations of the Board of Directors, and the Articles of Incorporation of this Association. The Secretary shall attend and keep written minutes of all meetings of the Board of Directors and members and shall perform such other duties as directed by the Board of Directors. He shall furnish certified copies of the Articles of Incorporation, By-Laws, Resolutions and Regulations of the Association to such persons as directed by the Board of Directors.

#### ARTICLE X

##### Treasurer

The Treasurer shall have custody of all monies, valuable papers and securities of the Association. When necessary or proper he shall endorse for collection, on behalf of the Association, all checks, notes and obligations coming to his hands as such officer, and shall deposit the funds arising therefrom, with all other funds of the Association, in such bank as may be selected by the Board of Directors as the depository for the funds of this Association. He shall disburse the funds of this Association as authorized by the Board of Directors, or as may be otherwise required in the regular course of business. Nothing herein shall prohibit the Board of Directors from giving the Treasurer and another officer joint control of all funds, and nothing herein shall prohibit the Board of Directors from authorizing other officers also to exercise individually the powers established for the Treasurer. The Treasurer shall also keep a full and accurate account of all receipts and disbursements in books belonging to the Association, and he shall give bond for the faithful discharge of his duties, and the premium for such bond shall be paid by the Association. The Treasurer shall assist the President in the preparation of the annual budget and prepare and forward notices of assessments after being made by the Board of Directors, and shall collect assessments for the Association. He shall also do and perform all duties that may be required of him by the Board of Directors, as well as such other duties as usually devolve upon the incumbent of such office.

#### ARTICLE XI

##### Notices and Meetings

Section 1. All meetings of the Board of Directors and of the members shall be held on the Condominium Property or at such other place within Broward County, Florida as selected by a majority of the members of the Board of Directors.

Section 2. All written notices to a Director, Voting Owner or member where required under the regulations, By-Laws or Articles of this Association, will be deemed as given if addressed to the address of the Unit in which that member, Voting Owner, or Director or Director's spouse owns an interest unless such member, Voting Owner, or Director has registered a different address in writing with the Secretary, and in which case notice will be deemed as given if addressed to such address. A written notice shall be deemed delivered when deposited in the United States mail.

Section 3. Notice of a membership or Director's meeting may be waived by the person to whom the notice is required to be given, in writing, either before, at, or after such meeting.

REC-2034 PAGE 297

# ARTICLE XII

## Fiscal Year

The Fiscal Year of the corporation shall be as the Board of Directors may determine from time to time.

# ARTICLE XIII

## Finance

Section 1. No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the membership passed by an affirmative vote of two-thirds of the Voting Owners of the Association. Such authority shall be confined to specific instances.

Section 2. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, savings and loan associations, trust companies, or other depositories, or invested as the Board of Directors may direct.

Section 4. Salaries of all employees shall be fixed by the Board of Directors.

# ARTICLE XIV

## Powers

To accomplish the purposes set forth in this Association's Articles of Incorporation, the Association shall have all powers permitted under Florida law, including but not limited to those set forth in Florida Statutes 617.021.

# ARTICLE XV

## Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association, and the State and year of incorporation, and the words "corporation not for profit".

# ARTICLE XVI

## Amendment of By-Laws

These By-Laws may be amended or rescinded only by written consent of all the owners of thirty (30) or more Units and all persons then holding any interest in a recorded first mortgage lien on any of the condominium property. An amendment shall be evidenced by a certificate setting out the terms of the amendment and executed with the formality of a deed and shall include sufficient recording data to identify the By-Laws that are being amended.

*SC*

**CRYSTAL LAKE 1021  
ASSOCIATION, INC.**

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
OF CRYSTAL LAKE 1021 CONDOMINIUM**

INSTR # 100500493  
OR BK 30916 PG 0471  
RECORDED 10/09/2000 03:37 PM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 1058

I, the president of Crystal Lake 1021 Association, Inc. hereby certify that the attached amendments to the **DECLARATION OF CONDOMINIUM OF CRYSTAL LAKE 1021 CONDOMINIUM** recorded in Official Records Book 2931, Page 276 as amended in Book 5710, Page 685, Book 15888, Page 524, Book 15888, Page 519, and Book 16246, Page 700, of the Public Records of Broward County, Florida, were duly adopted at an August 14, 2000, special meeting of the members in the manner provided in the Association's governing documents and State Statutes, as further ratified in the attached Resolution of Crystal Lake 1021 Association, Inc. Adopting Amendments to Declaration.

IN WITNESS WHEREOF, we have signed and sealed these presents.

DATED September 27, 2000.

**CRYSTAL LAKE 1021 ASSOCIATION, INC.**

Signed, sealed and delivered in our presence:

Gina Acursio  
WITNESS  
Print Name: Gina Acursio

Marie Kuhn  
Marie Kuhn, President

FAUZIA ZAKI  
WITNESS  
Print Name: FAUZIA ZAKI

STATE OF ILLINOIS  
COUNTY OF La Salle

The foregoing instrument was acknowledged before me on September 27, 2000 by Marie Kuhn, as President of Crystal Lake 1021 Association, Inc., who is personally known to me or who produced a drivers license as identification.

Prepared by and return to:  
John R. Lanargan, Esq.  
12510 World Plaza Lane, Suite 1  
Fort Myers, Florida 33907  
(941) 275-8280

Kimberly L. Young  
Notary Public

OFFICIAL SEAL  
Kimberly L. Young  
Notary Public, State of Illinois  
My Commission Expires 11-12-03

9

QR BK 38918 PG 0472

**AMENDMENTS TO DECLARATION OF  
CONDOMINIUM OF CRYSTAL LAKE 1021 CONDOMINIUM.**

Double underlines denote additions, and strike-outs denote deletions.

- A. Amendment to original declaration paragraph 28, Sale, Rental, Lease or Transfer, section F., page 12, adding lease restrictions:

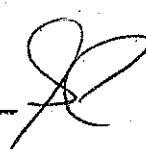
28. Sale, Rental, Lease or Transfer.

F. Notwithstanding any other provision contained herein, a Condominium Parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of the said lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require a substantially uniform form of lease to be used. Units may not be leased for a term of less than three months or within the first two years after transfer of ownership of the Unit.

- B. Amendment to amended declaration located at Book 13888, Page 519, paragraph 30, Use and Occupancy, section C., page 4, deleting lease restrictions:

30. USE and OCCUPANCY.

- C. Units may not be leased for a term of less than three months.
- 





OR BK 38918 PG 6473

**RESOLUTION OF  
CRYSTAL LAKE 1021 ASSOCIATION, INC.  
ADOPTING AMENDMENTS TO DECLARATION**

---

The Board of Directors of Crystal Lake 1021 Association, Inc. hereby make this resolution and state:

1. On August 14, 2000, a meeting of the membership of Crystal Lake 1021 Association, Inc. was held to vote on two proposed amendments to the Association's Declaration of Condominium of Crystal Lake 1021 Condominium filed in the public records of Broward County, Florida Book 2931, Page 276 as amended at Book 5710, Page 685, Book 15888, Page 524, Book 15888, Page 519, and Book 16246, Page 700.

2. 29 of the possible 42 members, 69%, were present in person or by proxy, constituting a quorum.

3. Two proposed amendments were voted on. A two-thirds vote of all 42 members is required to pass each proposed amendment.

4. The first proposed amendment proposed amending paragraph 28 of the original declaration, Sale, Rental, Lease or Transfer, section F, page 12, to add a limitation to the leasing of units. 28 votes were cast in favor and one against. With more than two-thirds of all members being in favor, the proposed amendment passed. The approved proposed amended is as follows.

**"28. Sale, Rental, Lease or Transfer.**

F. Notwithstanding any other provision contained herein, a Condominium Parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of the said lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require a substantially uniform form of lease to be used. Units may not be leased for a term of less than three months or within the first two years after transfer of ownership of the Unit."

---



OR BX 38518 PG 0474

5. The second proposed amendment proposed deleting section C of paragraph 30, Use and Occupancy, of the declaration as amended at Book 15888, Page 519, page 4. 28 votes were cast in favor and one against. With more than two-thirds of all members being in favor, the proposed amendment passed. The approved proposed amended is as follows.

"30. USE and OCCUPANCY.

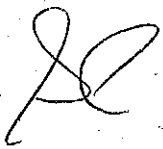
C. Units may not be leased for a term of less than three months."

**BE IT AND IT IS HEREBY RESOLVED**, that the above referenced proposed amendments to the **DECLARATION OF CONDOMINIUM OF CRYSTAL LAKE 1021 CONDOMINIUM** filed in the public records of Broward County, Florida Book 2931, Page 276 as amended at Book 5710, Page 685, Book 15888, Page 524, Book 15888, Page 519, and Book 16246, Page 700, approved by more than two-thirds of the members of the Association are hereby duly adopted by the Association and shall be binding and take effect upon recording in the public records of Broward County, Florida.

DATED September 22, 2000.

Crystal Lake 1021 Association, Inc.

  
Mario Kuhn, President



## AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

74- 75318

CRYSTAL LAKE 1021 CONDOMINIUM

The undersigned, George Helm and Gertrude Graves, President and Secretary, respectively, of CRYSTAL LAKE 1021 CONDOMINIUM, a Florida corporation, not for profit, hereby that at a general meeting of the unit owners of CRYSTAL LAKE 1021 CONDOMINIUM held in accordance with the By-Laws of said corporation and with the Declaration of Condominium dated December 29, 1964, and recorded December 30, 1964, in Official Records Book 2934, page 276 through 280 of the public records of Broward County, Florida, the legal description of the real property included in said condominium and submitted to condominium ownership in said Declaration of Condominium by Crystal Lake Apartments, Inc. a Florida corporation, as developer, being as follows:

Lots Four (4), Five (5) and Six (6) of Block Two (2) of CRYSTAL LAKES, FIRST SECTION, according to the plat thereof recorded in Plat Book 54, page 39 of the public records of Broward County, Florida,

the following amendment was duly adopted:

Section 23B of the Declaration of Condominium of CRYSTAL LAKE 1021 CONDOMINIUM, a Florida corporation, not for profit, is amended to read as follows:

23B. It shall be the duty of each unit owner to maintain, repair and replace all exterior doors, windows, and screens connected to their individual unit. It shall be the duty of the Association to provide through its agents and employees for the maintenance, repair and replacement of all other exterior surfaces of the building and parking areas, whether part of the Common Elements or part of a Unit. In the event of emergency repairs needed to the Common Elements, utilities, or the exterior of any Unit; except Unit doors, windows or screens, the owner of an interest in any Unit affected may give the Association twenty-four (24) hours notice to repair same, and if it is not done, said owner may proceed to contract in his own name to make such repair, and the Association shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Association has financial responsibility. In the event of emergency repairs needed to an individual Unit's doors, windows or screens, the Association may give the Unit owner twenty-four (24) hours notice to repair same, and if it is not done, the Association may proceed to make the repair and the owner of the Unit shall be obligated to reimburse the Association for the reasonable value of the repairs which were necessary and for which the Unit owner has financial responsibility.

*[Signature]*  
Witness

*[Signature]*  
Witness

Notary

*[Signature]*  
George Helm, President

*[Signature]*  
Gertrude Graves, Secretary

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES MAR. 6, 1975  
Resident: 1701 S.W. 11th Ave., Miami, Florida, 33135

74 APR 10 PM 3:05

REC-5710-685

*[Handwritten signature]*

84-126220

CERTIFICATE OF AMENDMENT CRYSTAL LAKE 1021  
ASSOCIATION, INC. A CONDOMINIUM, RECORDED  
AT OFFICIAL RECORDS BOOK 2934, PAGE 276,  
ET. SEQ. OF THE PUBLIC RECORDS OF BROWARD  
COUNTY, FLORIDA

Pursuant to the provisions of Article XVI of the By-Laws of Crystal Lake 1021, the attached amendments to the By-Laws were presented to and approved by at least 30 of the unit owners on February 25, 1986 and who have joined in executing this Certificate of Amendment.

This Certificate and the attached amendments to the Hy-Laws are being recorded in the Public Records of Broward County, Florida.

[illegible][illegible]

15088960524

RECORD AND  
RETURN TO

DE Linea Antena M. 0

82



a. The specific nature of the alleged violation.

b. The opportunity for a hearing before the Board of Directors upon a written request made within ten (10) days of receipt of the notice.

c. A statement that each occurrence of the alleged violation or each day during which it continues shall be deemed a separate offense subject to a separate fine not to exceed the highest amount allowed by law.

d. A statement, that in lieu of requesting a hearing, the alleged violator or Unit Owner responds in writing to the notice, within ten (10) days of its receipt, by alleging that the violation occurred as alleged and stipulating that it will henceforth cease and it will not reoccur and further, that said acknowledgment and stipulation and performance thereof, shall terminate further enforcement activity of the Association with regard to the violation.

SECTION 3. In the event a hearing is timely requested, the Board of Directors shall convene same and shall hear all evidence as to the charges of the Covenants Enforcement Committee, including all witnesses that the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party, including the Association, may be represented by counsel at said hearing.

SECTION 4. Subsequent to any hearing, or in the event no hearing is requested and no acknowledgment and stipulation is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in an amount provided herein.

SECTION 5. A fine pursuant to this Article shall be assessed against the Unit Owner and shall not become a lien against the Unit, unless allowed by Florida law. Nothing contained herein shall be construed to interfere with any right of a Unit Owner to obtain from the violator occupying his unit payment in the amount of any fines assessed against that Unit Owner.

SECTION 6. Nothing contained herein shall be construed as the prohibition or a limitation of the right of the Board of Directors to pursue all means available to enforce the provisions of the various condominium Association documents, including, but not limited to, actions for damages and/or injunctive relief.

SECTION 7. The fine levied pursuant to this Article shall be that amount set forth in Chapter 718, Florida Statutes or any other applicable Florida law.

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WITNESSES:  
L A HANSEN  
Attorney at Law

Prepared by:

1. ANDREW J. HANSEN, ESQ.  
1450 West 21st Avenue, Suite 100  
Miami, FL 33142  
Phone: (305) 334-486

*[Handwritten signature]*



**PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM****6. VOTING RIGHTS OF OWNERS OF UNITS.**

SUBSTANTIAL REWORDING OF DECLARATION. SEE PROVISION 6 FOR PRESENT TEXT.

IF A UNIT IS OWNED BY ONE OR MORE PERSONS, EACH OF WHOM SHALL BE ENTITLED TO THE RECORDING TITLE TO THE UNIT. IF A UNIT IS OWNED BY MORE THAN ONE PERSON, THE PERSONS ENTITLED TO THE RECORDING TITLE SHALL BE DESIGNATED IN A DECLARATION ASSESSMENT BY ALL OF THE COMMONS OWNERS OF THE UNIT FILED WITH THE DECLARATION OF THE ASSOCIATION. IF A UNIT IS OWNED BY A CORPORATION, THE OFFICER OR OFFICERS ENTITLED TO VOTE THE UNIT OF THE UNIT FOR THE ASSOCIATION SHALL BE DESIGNATED IN A DECLARATION ASSESSMENT FILED BY THE PRESIDENT OR THE PRESIDENT, SECRETARY OR THE SECRETARY OF ASSOCIATION OWNERS OF THE CORPORATION AND FILED WITH THE DECLARATION OF THE ASSOCIATION. THE OFFICERS DESIGNATED IN THE DECLARATION SHALL BE ENTITLED TO VOTE THE UNIT FOR A UNIT SHALL BE KNOWN AS THE "VOTING SHARE". IF SUCH A DECLARATION IS NOT FILED WITH THE DECLARATION OF THE ASSOCIATION FOR A UNIT OWNED BY MORE THAN ONE PERSON OR BY A CORPORATION, THE UNIT OF THE UNIT SHALL NOT BE DESIGNATED AS DESIGNATING THE REPRESENTATIVE FOR A VOTING OR FOR ANY PURPOSES ENTITLED TO VOTE OF A UNIT ENTITLED TO VOTE A UNIT FOR THE UNIT. SUCH DECLARATION SHALL BE FILED WITH THE DECLARATION ASSESSMENT OF A DECLARATION OF THE UNIT OF THE UNIT AS A CHANGE IN THE RECORDING OF THE UNIT RECORDING TITLE.

**7. METHOD OF AMENDMENT OF DECLARATION.**

A. An amendment to change any condominium parcel, or a condominium Unit's proportionate share of the common expenses or common surplus or the voting rights pertinent to any Unit, shall not be valid unless all of the record Owners thereof and all the record Owners of first mortgage liens thereon and the Developer in the event it retains any mortgage lien thereon, shall join in the execution of the Amendment prior to the recording thereof.

B. All other modifications or amendments of this Declaration may be made by an instrument executed and recorded by all of the Owners of at least seventy-five percent (75%) of the Units and by all Owners and holders of first mortgage liens on any Units and Developer in the event it retains any mortgage lien on any Unit.

This Declaration may be amended at any regular or special meeting of the Unit Owners of this condominium, called in accordance with the By-Laws, by the affirmative vote of the voting Owners casting not less than two-thirds (2/3) of the total vote of the members of the Association. All amendments shall be recorded and certified as required by the Florida Condominium Act, as amended from time to time.

**11. ASSOCIATION.**

B. Developer and All persons hereafter owning a vested present interest in any one of the Units and which interest is evidenced by the recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association and their membership shall automatically terminate when they no longer own such interest.

**12. LIENS AND PENALTY INTEREST.**

B. Assessments and installations thereon not paid when due shall bear interest from the date when due until paid at the rate of eight (8) percent (8%) per annum until paid. All

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payments upon account shall be first applied to interest and then to the assessment payment first due.

18. OBLIGATIONS OF MEMBERS. Every Owner of an interest in one of the Units shall (in addition to other obligations and duties set out herein):

C. Not use or permit the use of his Unit for any purpose other than as a single family residence and maintain his Unit in a clean and sanitary manner. For purposes of this provision, single families shall be defined to include only ascendants and descendants of the Unit Owner as well as his/her brothers and sisters, or, unrelated individuals living as a unit, not exceeding two (2) in number.

H. Allow the officers of the Association, or their Agents, to enter any Unit at any reasonable time when the unit owner is present for the purpose of determining compliance with the Declaration, the By-Laws and the Rules and Regulations of the Association and in the event of any emergency.

K. Be liable for the expense of any maintenance, repair or replacement to any portion of the condominium property rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expenses not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasion by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Such liability shall also include the payment of all attorneys' fees and costs incurred by the Association in the enforcement of compliance with this provision.

#### 19. DESTRUCTION OF IMPROVEMENTS AND INSURANCE.

A. The Association shall purchase and obtain the following insurance:

(1) Such other insurance as may be required by the Florida Condominium Act.

The premiums for all such insurance shall be assessed against the Owners of each Unit as part of the annual assessment. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Insurance Trustee, as appointed by the Board of Directors, and provisions shall be made for the issuance of certificates of mortgage endorsements to the Mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Insurance Trustee. ~~The Pierreford Beach Bank and Trust Company of Pierreford Beach, Florida, is hereby appointed Insurance Trustee which bank is referred to hereinafter as the Insurance Trustee or Trustee. The Association Board of Directors shall have the right from time to time to change the Insurance Trustee to another trust company authorized to conduct business in the State of Florida. In the event of a casualty loss the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Trustee. The Association is hereby irrevocably appointed agent for each owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or sufficiency of policies nor for the failure to collect any insurance proceeds.~~

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# 10. COMMON EXPENSES AND ASSESSMENTS.

THE FOLLOWING SHALL BE ADDED TO THE END OF THE EXISTING PARAGRAPH C:

Any maintenance payment received after the 20th day of the month in which it is due, shall be considered delinquent.

D. The record Owners of each unit shall be personally liable, jointly and severally to the Association, for the payment of special as well as regular assessments made by the Association and for all costs for collecting delinquent assessments. In the event assessments against a Unit Owner are not paid within sixty (60) days after their due date, the Association shall have the right to shut off all utilities serving such Unit until such time as the assessments are paid or until completion of foreclosure on a Unit by a first mortgagee. Reasonable attorneys' fees, including fees on appeal, incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle the same if deemed in its best interest. Said lien shall be effective as in the manner provided for by the Florida Condominium Act, and shall have the priority established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums, as provided herein, covered by the lien in force. In case of such foreclosure, the Unit owner shall be required to pay a reasonable rental for the condominium parcel for the period of time said parcel is occupied by the Unit Owner or anyone, by, through or under said Unit Owner, and Plaintiff in said foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit owner and/or occupant.

# 11. REMEDIES FOR VIOLATION.

THE FOLLOWING PARAGRAPH IS ADDED TO THE EXISTING PROVISIONS:

In addition to the remedies provided in the Condominium Act and the Florida Condominium Act, the Association shall have the right to seek enforcement of its lien by filing a suit in the name of the Unit or its mortgagee, lienholder, or assignee, to enforce its lien and to foreclose on the same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums, as provided herein, covered by the lien in force. In case of such foreclosure, the Unit owner shall be required to pay a reasonable rental for the condominium parcel for the period of time said parcel is occupied by the Unit Owner or anyone, by, through or under said Unit Owner, and Plaintiff in said foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit owner and/or occupant.

# 12. MAINTENANCE.

A. In the event Owners of the Unit fail to maintain as required herein or make any construction addition or alteration without the required written consent, wherein the event any Owner, his agents, employees, agents or licensees cause any damage to any Unit or to the Common Elements, the Association shall have the right to levy at any time a special assessment against the Owners of such Unit for the necessary sums to put the improvements within the Common Elements or a Unit in good condition and repair or to remove any unnecessary structural addition or alteration.

REMAINING SUBPARAGRAPHS ARE RELETTERED ACCORDINGLY.

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**25. MORTGAGES.**

No Unit Owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, or a federal and savings loan association except the Developer. A unit owner may take back a purchase money mortgage. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

**26. SALE, RENTAL, LEASE OR TRANSFER.**

A. Prior to the sale, rental, lease or transfer of any interest in a Condominium Parcel to any person other than the transferor's spouse, the Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors on an application used for such purpose. Accompanying said application shall be a \$50.00 non-refundable application fee, to be used by the Association for administrative costs of processing and reviewing the transfer request.

B. Notwithstanding anything to the contrary herein, the provisions of this section relating to "Sale, Rental, Lease or Transfer" shall not be applicable to purchasers at foreclosure or other judicial sales, to transfers to banks, insurance companies and federal savings and loan associations, nor to the Developer ~~until after the Developer has initially conveyed or disposed of all Units.~~

**29. AUTHORITY TO CONTRACT FOR MANAGEMENT.**

Any such contract entered into by the Board of Directors shall contain a provision permitting the cancellation of said contract upon sixty (60) days notice, ~~subsequent to a two-thirds (2/3) vote of the Owners approving the termination of said contract.~~

**30. RECREATIONAL ASSESSMENT.****SUBSTANTIAL REWORDING OF DECLARATION.**

Article 30 as it exists presently is deleted in its entirety.

**30. USE AND OCCUPANCY. (NEW PROVISION)**

A. No children under sixteen years of age shall be permitted to reside in any of the units of the condominium, except that children may be permitted to visit and temporarily reside for periods not exceeding a total of thirty (30) days in any calendar year.

B. No Unit Owner is permitted to keep any pet in his/her condominium unit, except birds in cages and fish in aquariums.

C. Units may not be leased for a term of less than three months.

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WITNESSED BY THE BOARD OF DIRECTORS  
OF BOCA RATON, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

Prepared by:  
ELAINE M. GATSON, ESQUIRE  
1400 West Palm Beach Park Road  
Suite 412  
Boca Raton, FL 33486

MEMO: Legibility of writing  
typing or printing mandatory in  
this document when recorded.

RECORDED AFFIDAVIT TO THE DECLARATION OF CONDOMINIUM

24. ~~Improvements~~ Subsequent to the original construction, improvements and additions to the Common Elements may be made by the Association having a special assessment, provided however no such special assessment shall be levied for improvements which shall exceed one-third (1/3) of the current regular annual assessment unless prior written unanimous approval is received from all voting owners provided however that any alteration or improvement of the Common Elements bearing the approval in writing of Unit Owners entitled to vote at least seventy-five percent (75%) of the votes in the Association, and which does not prejudice the rights of any owners without their consent may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shape and width of a Unit Owner in the Common Elements which are stayed or further improved, whether or not the Unit Owner contributes to the cost thereof.

24. [REDACTED]



PREPARED BY:

*Joseph J. [illegible] [illegible] [illegible]*  
*President, [illegible] Association*  
*Nancy Papin [illegible] Sec.*

4 6216PC 701

MEMO: Legibility of writing  
typing or printing mandatory in  
this document when recorded.

L.A. 115122  
[illegible]

*[Handwritten signature]*

## **Rules We Live By**

As an owner of an apartment you also own a certain percentage of the common elements with a number of other people and are part of one large family or community.

The following Rules and Regulations are designed to make living in our condominium pleasant and comfortable and have equal application to lessees and guests, as well as unit owners. In living as neighbors, all of us have certain rights, as well as certain obligations to other residents. The restrictions that we impose upon ourselves are for our mutual benefit and comfort.

These Rules and Regulations do not supersede the Declaration of Condominium, the Articles of Incorporation or the By-Laws of the Crystal Lake 1021 Association, Inc. or any other legal obligations. Objectionable behavior is unacceptable even if it is not specifically covered in the Rules and Regulations.

Violations by lessees, those engaged in work for owners or lessees, visitors and guests are the responsibility of the unit owner involved.

Violations should be reported, in writing, to the President of the Board of Directors. The Board shall then initiate the required action.

## **Cleanliness and Maintenance**

1. Unit owners and lessees are responsible for maintaining their apartments, windows and patios in a state of good repair and cleanliness.
2. Occupants will not shake rugs or dispose of refuse over walkways, the parking lot or lawn.
3. All cigarette or cigar butts will be disposed of in the containers at the entrance to the elevator on each floor. No smoking in elevators, please.
4. Balconies, patios, walkways and stairways shall be used for the purpose intended and shall not be used for hanging items of apparel or towels, for the cleaning of rugs and other items or for the storage of unused items.
5. The use of barbecue grills on patios is strictly forbidden by order of the insurance company. Barbecue grills should be placed near the pool.
6. It is the responsibility of those using the barbecue grill in the pool area to properly clean the grill after each use.
7. All screens will be properly maintained. Defective screening will be replaced. If not taken care of in a reasonable time period the screen will be repaired by the association and charged to the owner.
8. No sheets, towels, newspapers, bedspreads or broken blinds will be acceptable window coverings.

## **Garbage**

1. All garbage will be disposed of by the garbage disposal units in each unit. All inoperative garbage disposal units must be replaced. Garbage other than that which cannot be accommodated by the garbage disposal unit shall be placed in the dumpster.
2. Dry trash and refuse that cannot be handled by the disposal units shall be deposited in the dumpster. Such materials will be placed in plastic bags which have been properly secured or will be well wrapped. Furniture cannot be placed in the dumpster. All boxes and containers should be crushed before being placed in the dumpster. The dumpster is for the express use of the inhabitants of the 1021 building; material from other locations will not be placed in the dumpster. Televisions, microwaves, and other small appliances may be placed in the dumpster.
3. Carpeting, tile, plaster and other materials of this nature which have been removed from individual units by those engaged to perform work for the owner will not be deposited in the dumpster but will be taken away to the dump by the contractor.
4. No refuse of trash will be left outside the dumpster.

## **Signs**

"For Sale" or "For Rent" notices shall not be exhibited or inscribed by individuals on doors, windows or vehicles. Notices may be placed on bulletin board.

3

## **Pets**

1. No pets other than birds in cages and fish in tanks shall be kept in any unit.
2. Visitors and guests shall not bring pets into the building

## **Pool Rules**

1. The pool area will be open from dawn to dusk.
2. Those using the pool must shower before going in.
3. Diving is prohibited.
4. No running is permitted on the pool decks.
5. Rafts, inner tubes and inflated balls are prohibited.
6. Proper swim wear is required. No cut off jeans.
7. Parents of children with diapers are required to have the diaper covered with appropriate waterproof underpants or similar attire.
8. Smokers are responsible for cleaning their ash trays before leaving the pool areas.
9. The use of tanning lotion before entering pool, other than that which is water soluble, is prohibited.
10. Beverages and food consumed in the pool area must be in plastic containers.
11. No more than four guests are permitted for any unit owner or lessee.
12. The Association reserves the right to refuse the use of the pool area to anyone violating these rules.

4

## **Storage**

1. Assigned lockers shall be used for the storage of personal effects.
2. No flammable materials shall be stored in lockers or inside individual units and per the Fire Code.
3. No materials will be stored in any of the common areas. Any objects not in storage lockers will be removed and disposed of.

## **Water**

1. Vehicles and equipment shall not be hoisted down in the parking lot but may be cleaned with water from a bucket.
2. Those using the hose in the pool area will ensure it has been securely turned off after use.

## **Laundry**

1. No tints or dyes shall be used in the washers. All tar and sand shall be removed from apparel and towels before washing.
2. Washers shall not be overloaded.
3. Each person using the laundry facilities is responsible for properly cleaning the equipment after completing his/her laundry which includes the cleaning of the filter in the dryer.
4. Use of the laundry facilities shall be on a first come, first serve basis. Persons using these facilities shall show their consideration for others by promptly removing their laundry when the cycle is completed.

## **Parking**

1. Owners and lessees shall park in their assigned parking spaces. Only one vehicle is allowed in each space. A motorcycle and car are not allowed in the same space.
2. Only one space is provided for each apartment. Those with two cars must make arrangements for the parking of the second vehicle. Permission to utilize another owner's space must be in writing on the forms provided by the Board of Directors.
3. Guest parking spaces are solely for the use of guests. An owner who has a space and continually parks in a guest spot will have their vehicle towed.
4. Illegally parked vehicles shall be towed away at the owner's expense.
5. There shall not be any overnight parking of boat trailers, large campers or large vans, motorcycles, jet ski, etc.
6. All parked vehicles should have current vehicle tags and be operable. Disabled cards or trucks will be towed.
7. A sign pursuant to statute will be posted at least 24 hours prior to towing any vehicle. The exception to this is when the registered owner of the vehicle is notified that the vehicle will be towed.

## **Children**

Children shall not be permitted to play on the walkways, in the elevators, parking lot, entrance lobby or in any of the common areas and shall not be left unattended in the pool area. For the safety of all—no rollerblading or ball playing in the parking lot.

## **Guests**

1. All rules contained in this booklet have equal application to unit owners, lessees and guests.
2. Residents are responsible for seeing that their guests conform with all rules and regulations.
3. All guests shall park in the guest parking spaces provided at each side of the building.
4. Under no circumstances shall the total number of people as guests using an apartment exceed the following:
  - One bedroom apartment—four people
  - Two bedroom apartment—six people

## **Noise**

No resident shall make disturbing noises or permit any disturbing noise in the building or common areas and will see that his guests refrain from doing so. Residents are responsible for seeing that their guests do not do anything which will interfere with the rights, comfort or convenience of other residents. All musical instruments or electronic devices must be lowered at a comfortable level as not to disturb the other owners.

## **Dress Code**

1. Coverups shall be worn by all residents and guests going to the pool area.
2. The only common area in which men are permitted to be without shirts is the pool area. Shirts must be worn in all of the other common areas.

## **Rented or Leased Apartments**

1. No apartment shall be leased for more than 12 months without renewal of the annual lease.
2. Owners desiring to lease their apartment must request an application form from the Secretary of the Board of Directors who will, at that time, furnish the owner with a copy of the approved Rules and Regulations for perusal by the proposed lessee. After the application has been completed and signed by the applicant indicating he has read, understood and will comply with the Rules and Regulations, it will be returned to the Secretary, along with a check for the amount of \$100.00 payable to the Crystal Lake 1021 Association, Inc.
3. All applications are subject to approval by the Board of Directors prior to the execution of a lease or the occupancy of the apartment. The Board will interview the applicant at a regularly scheduled meeting and will notify the owner of its decision. As part of the review, the board will check the personal and credit the references shown on the application.
4. The owner is responsible for ensuring that the proposed tenant fully understands the Rules and Regulations and, if approved by the Board, that he/she complies with the same.
5. If owner or lessee has fabricated any part of his application or interview the Board has the right to take appropriate action.



## **Vacant Apartments**

Whenever an absentee owner permits relatives or guest to occupy a vacant apartment, he shall furnish written notification to the Board of Directors at least one week in advance of their arrival. This notice shall include the names and addresses and the duration of their stay. The owner is also responsible for advising his relatives or guests of the Rules and Regulations and the need to conform with the same or the Board of Directors will take proper action.

## **Resales**

1. Any owner desiring to sell his apartment shall follow the procedure outlined above for owners desiring to lease their units.
2. All applications for resale are subject to approval by the Board of Directors who shall consider the application during an interview with the applicant at a regularly scheduled meeting and advise the owner of the results. In addition to interviewing the applicant, the board will verify the credit and personal references of the applicant for resale.
3. If the prospective buyer is approved by the Board, the owner is responsible for furnishing him/her with a copy of the declaration, articles of incorporation, bylaws, and current rules and regulations.

## **Remodeling**

Remodeling in any apartment must be approved by the Board. Architectural spec forms are to be completed by owners before work is started.

9

## **Complaints**

1. Complaints to be considered by the Board of Directors and must be directed to the Board, in writing, and must be signed by the complainant/s.
2. The complaint will be acknowledged by the Board, in writing, and will be addressed at a scheduled meeting. The complainant/s will be furnished written confirmation of the Board's findings.

## **General**

A key for each apartment shall be given to The Board of Directors to permit access to the apartment in the event of an emergency which occurs when the owner is either incapacitated or absent, such as storms, flooding, fire, owner locked out, termite check, etc. These keys shall be maintained by the Board in individual envelopes bearing the number of the unit. If keys are not given to the Board the owner is responsible for any damage done to his doors under the above conditions.

## **Enforcement of Rules**

If there is continual or willful violation of any of the Rules and Regulations by the owner or his guests, the Board of Directors may elect to enact monetary fines not to exceed Florida statute #178 or take legal action through the attorney for the Association. Unit owners are responsible for the conduct of their tenants, guest, and invitees. The Association may impose fines against unit owners for violations of the declaration, articles of incorporation, bylaws and rules and regulations, or take any other legal action to compel compliance with the same. The cost of enforcement proceedings including attorney fees and court costs will be assessed against the violating unit owner.

10

### Rules We Live By

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Violations by lessees, those engaged in work for owners or lessees, visitors and guests are the responsibility of the unit owner involved.

Violations should be reported, in writing, to the President of the Board of Directors. The Board shall then initiate the required action.

### Cleanliness and Maintenance

1. Unit owners and lessees are responsible for maintaining their units, windows and patios in a state of good repair and cleanliness.
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3. All cigarette or cigar butts will be disposed of in the containers at the entrance to the elevator on each floor. No smoking in elevators, please.
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5. The use of barbecue grills on patios is strictly forbidden by order of the insurance company. Barbeque grills should be placed near the pool.
6. It is the responsibility of those using a barbecue grill in the pool area to properly clean the grill after each use.
7. All screens will be properly maintained. Defective screening will be replaced. If not taken care of in a reasonable time period the screen will be repaired by the association and charged to the owner.
8. No sheets, towels, newspapers, bedspreads or broken blinds will be acceptable window coverings.

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3. Carpeting, tile, plaster and other materials of this nature which have been removed from individual units by those engaged to perform work for the owner will not be deposited in the dumpster but will be taken away to the dump by the contractor.
4. No trash will be left outside the dumpster.

#### Signs

"For Sale" or "For Rent" notices shall not be exhibited or inscribed by individuals on doors, windows or vehicles. Vehicles with commercial lettering are not allowed. Notices may be placed on bulletin board.

#### Pets

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5. Proper swim wear is required. No cut off jeans.
6. Parents of children with diapers are required to have the diaper covered with appropriate waterproof underpants or similar attire.
7. Smokers are responsible for cleaning their ash trays before leaving the pool areas.
8. The use of tanning lotion before entering pool, other than that which is water soluble, is prohibited.

9. Beverages and food consumed in the pool area must be in plastic containers.
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1. Vehicles and equipment shall not be hosed down in the parking lot but may be cleaned with water from a bucket.
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1. No tints or dyes shall be used in the washers. All tar and sand shall be removed from apparel and towels before washing.
2. Washers shall not be overloaded.
3. Each person using the laundry facilities is responsible for properly cleaning the equipment after completing his/her laundry which includes the cleaning of the filter in the dryer.
4. Use of the laundry facilities shall be on a first come, first serve basis. Persons using these facilities shall show their consideration for others by promptly removing their laundry when the cycle is completed.



### Parking

1. Owners and lessees shall park in their assigned parking spaces. Only one vehicle is allowed in each space. A motorcycle and car are not allowed in the same space.
2. Only one space is provided for each Unit. Those with two cars must make arrangements for the parking of the second vehicle. Permission to use another owner's space must be in writing on the forms provided by the Board of Directors.
3. Guest parking spaces are solely for the use of guests. An owner who has a space and continually parks in a guest spot will have their vehicle towed.
4. Illegally parked vehicles shall be towed away at the owner's expense.
5. Vehicles with commercial lettering, tool boxes, ladder racks are not allowed. All tools or equipment in the back of a pickup truck must be hidden with a roll top if transporting your work equipment. Boat trailers, large campers, large vans, motorcycles and jet skis may not be parked on the property overnight.
6. All parked vehicles should have current vehicle tags and be operable. Disabled cars or trucks will be towed.

### Children

Children shall not be permitted to play on the walkways, in the elevators, parking lot, entrance lobby or in any of the common areas and shall not be left unattended in the pool area. For the safety of all, no rollerblading or ball playing in the parking lot.

### Guests

1. All rules contained in this booklet have equal application to unit owners, lessees and guests.
2. Residents are responsible for seeing that their guests conform with all rules and regulations.
3. All guests shall park in the guest parking spaces provided at each side of the building.
4. Under no circumstances shall the total number of guests using a unit exceed the following:
  - a. One bedroom unit- four people
  - b. Two bedroom unit- six people

### Resale's

1. Any owner desiring to sell his/her unit shall follow the procedure outlined above for owners desiring to lease their units.
2. All applications for resale are subject to approval by the Board of Directors they shall consider the application during an interview with the applicant at a regularly scheduled meeting and advise the owner of the results. In addition to interviewing the applicant, the Board will verify the credit and personal references of the applicant for resale.
3. If the prospective buyer is approved by the Board, the owner is responsible for furnishing him/her with a copy of the declaration, articles of incorporation, bylaws, and current rules and regulations.

### Remodeling

Remodeling in any units must be approved by the Board. Architectural spec forms are to be completed by owners before work is started.

### Complaints

A key for each units shall be given to The Board of Directors to permit access to the apartment in the event of an emergency which occurs when the owner is either incapacitated or absent, such as storms, flooding, fire, owner locked out, termite check, etc. These keys shall be maintained by the Board in individual envelopes bearing the number of the unit. If keys are not given to the Board, the owner is responsible for any damage done to his doors under the above conditions.

### Enforcement of Rules

If there is continual or willful violation of any of the Rules and Regulations by the owner or his guests, the Board of Directors may elect to enact monetary fines not to exceed Florida statute #178 or take legal action through the attorney for the Association. Unit owners are responsible for the conduct of their tenants, guests, and invitees. The Association may impose fines against unit owners for violations of the declaration, articles of incorporation, bylaws and rules and regulations, or take any other legal action to compel compliance with the same. The cost of enforcement proceedings including attorney fees and court costs will be assessed against the violating unit owner.