

PHASE I ✓

DOCUMENTS

ORIOLE HOMES

AT CRYSTAL LAKE

POMPANO BEACH - FLORIDA

**ORIOLE
HOMES CORP.**

450 N.W. 65th TERRACE - MARGATE, FLA. 33063

This instrument was prepared by:
Robert Rubinstein, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401
(W-C 112)

This document was e-recorded by:
Becker & Poliakoff, P.A.
625 N. Flagler Drive, 7th Floor
West Palm Beach, FL 33401
ID: 114556790 (2 pgs)
DATE: 8/11/2017

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
OF CRYSTAL LAKE 4TH SECTION**

WE HEREBY CERTIFY that the attached amendment to the Declaration of Restrictions of Crystal Lake 4th Section, as recorded in Official Records Book 4489 at Page 258 of the Public Records of Broward County, Florida, as preserved pursuant to that certain Notice Preserving Declaration of Restrictions and Affidavit of Service of Statement of Marketable Title Action recorded in Official Records Book 35908 at Page 249 of the Public Records of Broward County, Florida, encumbering that certain property described on Exhibit "A" attached hereto and made a part hereof, were duly adopted in the manner provided in said Declaration at a meeting held on July 17, 2017.

IN WITNESS WHEREOF, we have affixed our hands this 17th day of August, 2017, at Pompano Beach, Broward County, Florida.

WITNESSES:

Sign [Signature]
Print Alan Johnson
Sign Nina Fortune
Print NINA FORTUNE

**CRYSTAL LAKE GOLF VILLAS
ASSOCIATION, INC.**

By: [Signature]
Linda Trotter, President
4791 NW 18th Avenue
Pompano Beach, FL 33064

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of August, 2017, by Linda Trotter, as President of Crystal Lake Golf Villas Association, Inc., a Florida not-for-profit corporation.

Personally Known X OR
Produced Identification

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign [Signature]
Print Hannah Marie Windsor
My Commission expires:

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A.
625 N. FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401
TELEPHONE (561) 653-5444

ACTIVE: 10006827_1



**AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
OF CRYSTAL LAKE 4TH SECTION**

Paragraph 25 of the Declaration of Restrictive Covenants is created and amended to read as follows:

25. No IMPROVED LOT can be leased and leasing is prohibited during the first two (2) years of ownership, which commences upon the date title to the IMPROVED LOT is acquired. In the event the instrument of conveyance is recorded subsequent to the date title to the IMPROVED LOT is acquired, then the two (2) year period is extended so that it terminates two (2) years subsequent to the recording of the instrument of conveyance. Inasmuch as this Project Area has a strong residential character and it is the intent that the LOT OWNER of each IMPROVED LOT must occupy and use such unit as a private dwelling and for no other purpose and to inhibit transiency, impose continuity of residents, and to discourage investment ownership, no natural person and no entity can own, or hold an ownership interest in, more than two (2) IMPROVED LOTS at any time, whether such ownership or ownership interest is legal, equitable or beneficial, or whether such ownership or ownership interest is held directly, or indirectly through any corporation, trust, estate, partnership, other business or other entity, or any family member. Family member, as that term is used herein, means the owner and the owner's spouse, and such persons' parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews and the spouses of such persons.

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED
AND WORDS DELETED ARE LINED THROUGH WITH
HYPHENS.**

ROBERT RUBINSTEIN, ESQ.
BECKER & PULLAKOFF, P.A.
625 N. FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401
TELEPHONE (561) 655-5444

ACTIVE: 7600593_1

RECEIVED

AUG 10 2017

BY:

August 14, 2017

VIA REGULAR U.S. MAIL

Crystal Lake Golf Villas Association, Inc.
c/o Marie Windsor, Secretary/Treasurer
4791 NW 18th Avenue
Pompano Beach, FL 33064

Re: Recorded Certificate of Amendment to the Declaration

Dear Members of the Board:

Enclosed please find the original recorded Certificate of Amendment to the Declaration of Restrictions of Crystal Lake 4th Section, recorded in Broward County.

Please be sure to file this document in a safe place with the permanent records of the Association.

Should you have questions, please email or call me.

Sincerely,



Robert Rubinstein
For the Firm

RR/asm
Enclosure (as stated)
ACTIVE: 10031851_1

71- 61721

LAKEVIEW INVESTMENT CORP.

a Florida corporation

TO: THE PUBLIC

Declaration of Restrictions
Relating to:

ALL OF BLOCKS Q, R, S, T, U, V and W of CRYSTAL LAKE 4TH SECTION, according to the Plat thereof, recorded in Plat Book 66, Page 19, of the Public Records of Broward County, Florida.

LAKEVIEW INVESTMENT CORP., a Florida corporation, the owner of all of the foregoing described lands, does impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:

- (a) ASSOCIATION means CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns, the amended Certificate of Incorporation and By-Laws of which is attached hereto, marked Exhibit "A" and made a part hereof.
- (b) BOARD means the Board of Directors of the ASSOCIATION.
- (c) DEVELOPER means LAKEVIEW INVESTMENT CORP., a Florida corporation, its successors or assigns.
- (d) LOT means a site as shown in all of Blocks Q, R, S, T, U, V and W of CRYSTAL LAKE 4TH SECTION, according to the Plat thereof, recorded in Plat Book 66, Page 19, of the Public Records of Broward County, Florida, together with an undivided one one-hundred twenty-second (1/122nd) fractional interest as tenants in common in Parcel "C" of said Blocks.

(e) IMPROVED LOT means a LOT upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued by applicable governmental authority. A LOT shall become an IMPROVED LOT on the date the DEVELOPER causes to be filed among the Public Records of Broward County, Florida, a certificate or a deed certifying with respect to a particular LOT that a residence building has been constructed thereon for which a valid certificate of occupancy has been issued.

(f) LOT OWNER means the holder, or holders, of the fee title to a LOT or SITE as herein defined.

(g) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT or SITE as herein defined.

(h) PERSON means a person, firm, association or corporation.

(i) PROJECT AREA means "Crystal Lake Golf Villas Project Area", which is the following described land, to-wit:

ALL OF BLOCKS Q, R, S, T, U, V and W of CRYSTAL LAKE 4TH SECTION, according to the Plat thereof, recorded in Plat Book 66, Page 19, of the Public Records of Broward County, Florida.

(j) The use of any gender is deemed to include all genders, the use of the singular includes the plural, and the use of the plural includes the singular.

This instrument prepared by
Robert F. Sullivan
3800 Crystal Lake Drive
Pompano Beach, Florida

'71 MAY 3 PM 4:48
JACK WHEELER, COUNTY RECORDER

OFF.
REC. 4489 PAGE 258

2. RESIDENTIAL USE. All LOTS in the PROJECT AREA are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one LOT. No accessory building may be erected. A construction shed may be placed on a LOT and remain there temporarily during the course of active construction of a residence building; otherwise, no portable buildings or trailers may be placed on a LOT. No building shall exceed 25 feet in height measured from the crown of the street or private drive upon which such building fronts. No building shall be enlarged by addition thereto, or portions thereof enclosed, unless and until plans for such work shall have been approved in writing by the ASSOCIATION, which approval shall be at the sole discretion of the ASSOCIATION.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon the PROJECT AREA.

4. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, HURRICANE SHUTTERS, PARKING. All portions of a LOT not occupied by a building or other permanent structure shall be grassed and kept as a lawn. No trees, shrubbery, or other forms of landscaping shall be installed or maintained unless the same shall have been first approved in writing by the BOARD, which approval may be arbitrarily withheld. No fences or hedges shall be permitted anywhere within the PROJECT AREA except as approved in writing by the BOARD, which approval may be arbitrarily withheld. Outdoor clothes drying activities are hereby restricted to that portion of PARCEL "C" lying within five feet of the rear line of each LOT and that portion, if any, of a LOT between the rear of a building and PARCEL "C". All clothes poles shall be susceptible to being lifted and removed by one person in one minute's time. All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties. All hurricane shutters shall be of a type approved by the BOARD, and no such shutters shall be installed unless the same shall be a type approved by the BOARD. No sign of any nature whatsoever shall be erected or displayed within the PROJECT AREA except where express written approval of the size, shape, content and location thereof has been first obtained from the BOARD, which approval may be arbitrarily withheld. The parking or storage of automobiles except upon paved portions of roads and driveways is prohibited. The overnight parking of motor vehicles upon private roads or public rights-of-way is prohibited. The overnight parking or storage of trucks in excess of one-half ton rated capacity is prohibited. The parking or storage of boats or boat trailers, campers or trailers is prohibited except in spaces expressly provided for the same by DEVELOPER, or as may be approved in writing by the BOARD.

5. AGE LIMITATIONS ON PERMANENT RESIDENTS. In recognition of the fact that the lands in the PROJECT AREA have been platted and the structures to be located thereon designated primarily for the comfort, convenience and accommodations of retired PERSONS, the use of all LOTS in the PROJECT AREA is hereby limited to permanent residents of sixteen years of age or older. No PERSON shall be permitted to reside in the PROJECT AREA who is under the age of sixteen years.

6. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

(a) Sprinkler System. The ASSOCIATION shall operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and upon all of the PROJECT AREA; accordingly, there is hereby reserved in favor of the ASSOCIATION the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all of the PROJECT AREA, and the owners of IMPROVED LOTS in the PROJECT AREA shall be liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of the reasonable cost of operation of said system, and the maintenance, alteration and repair of the portion of said system lying within PARCEL "C" of the PROJECT AREA. Each owner shall be further liable to the ASSOCIATION for the full reasonable cost of all required maintenance, alteration and repairs to that portion of said sprinkler system lying within and upon each owner's LOT.

(b) Lawn Maintenance and Spraying. The ASSOCIATION shall maintain and care for all lawns, trees and shrubbery within the PROJECT AREA; accordingly, there is hereby reserved in favor of the ASSOCIATION the right to enter over, through and upon all of the PROJECT AREA for the purpose of maintaining and caring for the lawns, shrubbery and trees located hereon. Each owner of an IMPROVED LOT in the PROJECT AREA is hereby made liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of the reasonable cost of all such maintenance and care from time to time performed by the ASSOCIATION. "Maintenance and care" within the meaning of this Sub-Paragraph (b) shall include mowing, trimming, pruning, edging, fertilizing and spraying of lawns, trees, and shrubs. Each individual LOT OWNER shall be responsible for watering, sprinkling and irrigation of his own lawn. Each such owner shall be further liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of the reasonable cost of required replacement of sod, trees and shrubbery (as the same shall be determined from time to time by the BOARD in its sole discretion) upon PARCEL "C" and for the full reasonable cost of all such required replacement upon such owner's LOT. In the exercise of its discretion in this regard, the BOARD shall be governed by the principle that all lawns shall be fully maintained, free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the PROJECT AREA, and that dead or dying trees and shrubbery shall be replaced with healthy plants.

(c) Exterior Maintenance and Repair of Buildings. The exterior of all residence buildings in the PROJECT AREA shall be maintained and repaired on a periodic basis by the ASSOCIATION, and there is hereby reserved in favor of the ASSOCIATION the right to enter upon all of the PROJECT AREA and residence buildings located hereon for the purpose of conducting a periodic program of exterior maintenance and repair, which maintenance and repair shall include, but shall not be limited to repainting and repair of exterior walls, shutters, trim, eaves, roofs, or any portion of the foregoing. The times when such maintenance and repair and the extent thereof shall be determined by the BOARD in its sole discretion. The owner of such IMPROVED LOT in the PROJECT AREA is hereby made liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of the reasonable cost of the conduct of such periodic maintenance and repair from time to time performed by the ASSOCIATION. The ASSOCIATION shall not be responsible for repairing or replacing a building or structure, which in the BOARD'S opinion, shall have been destroyed, nor shall the ASSOCIATION be responsible for repairs beyond the exterior surfaces of buildings, all such repairs being the responsibility of the LOT OWNER.

(d) Private Road and Driveways. The ASSOCIATION shall be responsible for the maintenance and repair of all private streets and driveways located upon PARCEL "C", and there is hereby reserved in favor of the ASSOCIATION the right to enter upon said PARCEL "C" for such purposes. The owners of all IMPROVED LOTS in the PROJECT AREA are hereby made liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of the reasonable cost of all such maintenance and repair.

(e) Insurance on PARCEL "C". The ASSOCIATION shall purchase insurance policies (except title insurance) upon PARCEL "C" and the named insured shall be the ASSOCIATION, individually and as agent for the LOT OWNERS, without naming them and their mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the ASSOCIATION and all policies and endorsements shall be deposited with the ASSOCIATION. LOT OWNERS shall obtain insurance coverage at their own expense upon their own residence building and upon their own personal property and for their personal liability and living expense. All policies of insurance covering PARCEL "C" shall be subject to approval of any bank, insurance company, or federal savings and loan association, having a purchase money first mortgage upon any lot. All improvements upon PARCEL "C" shall be insured in an amount equal to the maximum insurable replacement value, excluding foundations and excavation costs, all as determined annually by the BOARD. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement; such other risks as

from time to time shall be customarily covered with respect to similar improvements, including but not limited to vandalism and malicious mischief; public liability in such amounts and with such coverage as shall be required by the BOARD, including hired automobile and non-owned automobile coverage, with cross liability endorsements to cover liabilities of LOT OWNERS as a group to a LOT OWNER; workmen's compensation to meet the requirements of law; and such other insurance as the BOARD shall determine from time to time. Premiums upon insurance policies purchased by the ASSOCIATION shall be paid by the owners of IMPROVED LOTS and each owner of an IMPROVED LOT is hereby made liable to the ASSOCIATION for a prorata share, as hereinafter set forth, of the cost of all such insurance. The proceeds of insurance policies secured by the ASSOCIATION shall be distributed to or for the benefit of LOT OWNERS in the following manner: if the damage for which proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof, any proceeds remaining after defraying such costs to be distributed equally to the owners of each IMPROVED LOT. All improvements upon PARCEL C must be reconstructed or repaired by the ASSOCIATION. In the event the proceeds of insurance shall be insufficient to defray the cost of such reconstruction or repair, the BOARD shall assess the owners of such IMPROVED LOTS equally to provide sufficient funds in addition to the proceeds of insurance policies to complete the necessary reconstruction and repair; and each owner of an IMPROVED LOT is hereby made liable to the ASSOCIATION for any such assessment.

(G) Public Utility Easements on PARCEL C. In order to provide public utility services to each LOT in the SUBDIVISION, easements for public utility purposes are hereby reserved over, under, through and upon PARCEL C.

7. ASSOCIATION MEMBERSHIP. Each LOT OWNER shall have one membership in the ASSOCIATION and shall be entitled to one vote in all matters which, by the Articles of Incorporation and the By-Laws thereof and the Laws of the State of Florida, they shall be entitled to vote by reason of such membership.

8. LIEN IN FAVOR OF THE ASSOCIATION. The ASSOCIATION shall have a lien on each IMPROVED LOT in the PROJECT AREA for any unpaid assessment made by the ASSOCIATION for the purpose of permitting the ASSOCIATION to perform the several services and obligations conferred upon it under Paragraph 6, above. Said lien shall also secure reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of such unpaid assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Broward County, Florida, of a claim of lien stating the description of the LOT together with its undivided interest in PARCEL C, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent per annum from date of recording until paid. Except for interest, such claims of lien shall include only the unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded. Upon full payment the LOT OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

9. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a LOT has become an IMPROVED

LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

10. PRORATA SHARE DEFINED. DEVELOPER has caused the "PROJECT AREA" to be platted into one hundred twenty two lots and PARCEL C. The title to each LOT shall carry with it title to an undivided one-one hundred twenty second fractional interest, as tenant in common, in PARCEL C. All such lands shall hereinafter be referred to as the "project area". In order that all buildings, structures, and improvements within the PROJECT AREA may be maintained to an equally high degree by one organization, and in order that the cost of such maintenance may be kept low through bulk contracting, the ASSOCIATION has been incorporated to provide maintenance services throughout the PROJECT AREA. And since the maintenance program which may be a direct benefit to one group of residence buildings will also serve indirectly to benefit all portions of the PROJECT AREA, the cost of such maintenance shall be borne equally by all IMPROVED LOT OWNERS in the PROJECT AREA. Each IMPROVED LOT in this PROJECT AREA shall be liable for one-one hundred twenty second share of all expenses incurred by the ASSOCIATION in its performance of its services and obligations under Paragraph 6, above, which fractional share is hereby defined as the PRORATA SHARE.

11. COVENANT AGAINST PARTITION. PARCEL C is hereby made subject to a covenant against partition, and no owner of an undivided interest in the fee title thereto shall have the right of partition with respect to the same.

12. RESTRICTION ON TRANSFER OF IMPROVED LOTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of IMPROVED LOTS, the transfer of IMPROVED LOTS by any owner other than the DEVELOPER shall be subject to the following provisions, which provisions each IMPROVED LOT OWNER covenants to observe:

X .1 Transfer Subject to Approval.

(A) Sale or Lease. No IMPROVED LOT OWNER may dispose of an IMPROVED LOT or any interest therein by sale or lease without approval of the ASSOCIATION except to an IMPROVED LOT OWNER.

(B) Gift, Devise or Inheritance. If any IMPROVED LOT OWNER shall acquire his title by gift, devise or inheritance the continuance of his ownership of his IMPROVED LOT shall be subject to the approval of the ASSOCIATION.

(C) Other Transfers. If any IMPROVED LOT OWNER shall acquire his title by a manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his IMPROVED LOT shall be subject to the approval of the ASSOCIATION.

.2 Approval by ASSOCIATION. The approval of the ASSOCIATION which is required for the transfer of ownership of IMPROVED LOTS shall be obtained in the following manner:

(A) Notice to ASSOCIATION.

(1) Sale. An IMPROVED LOT OWNER intending to make a bona fide sale of his IMPROVED LOT or any interest therein shall give the ASSOCIATION notice of such intention, together with the name and address of the intended purchaser, such other information concerning the intended purchaser as the ASSOCIATION may reasonably require. Such notice at the IMPROVED LOT OWNER'S option may include a demand by the IMPROVED LOT OWNER that the ASSOCIATION furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An IMPROVED LOT OWNER intending to make a bona fide lease of his IMPROVED LOT or any interest therein shall give to the

ASSOCIATION notice of such intentions, together with the name and address of the intended lessee, such other information concerning the intended lessee as the ASSOCIATION may reasonably require, and an executed copy of the proposed lease.

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

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

(B) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the ASSOCIATION must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the ASSOCIATION must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the ASSOCIATION shall be delivered to the lessee or shall be recorded in the Public Records of Broward County, Florida, at the expense of the lessee.

(3) Gift, Devise or Inheritance; Other Transfers. If the IMPROVED LOT OWNER giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the ASSOCIATION must either approve or disapprove the continuance of the IMPROVED LOT OWNER'S ownership of his IMPROVED LOT. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the IMPROVED LOT OWNER and shall be recorded in the Public Records of Broward County, Florida, at the expense of the IMPROVED LOT OWNER.

(C) Approval of Corporate Owner or Purchaser. Inasmuch as the LOTS in the PROJECT AREA may be used only for residential purposes and a corporation cannot occupy an IMPROVED LOT for such use, if the IMPROVED LOT OWNER or purchaser of an IMPROVED LOT is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the IMPROVED LOT be also approved by the ASSOCIATION.

³ Disapproval by ASSOCIATION. If the ASSOCIATION shall disapprove a transfer of ownership of an IMPROVED LOT, the matter shall be disposed of in the following manner:

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

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in

accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the IMPROVED LOT; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the ASSOCIATION executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

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

(B) Lease. If the proposed transaction is a lease, the IMPROVED LOT OWNER shall be advised of the disapproval in writing, and the lease shall not be made.

(C) Gifts, Devise or Inheritance: Other Transfers. If the IMPROVED LOT OWNER giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the IMPROVED LOT OWNER of the notice and information required to be furnished the ASSOCIATION shall deliver or mail by certified mail to the IMPROVED LOT OWNER an agreement to purchase by a purchaser approved by the ASSOCIATION who will purchase and to whom the IMPROVED LOT OWNER must sell the IMPROVED LOT on the following terms:

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

(2) The purchase price shall be paid in cash.

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

(4) A certificate of the ASSOCIATION executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(5) If the ASSOCIATION shall fail to provide a purchaser as herein required, or if a purchaser furnished by the ASSOCIATION shall

default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the IMPROVED LOT OWNER.

.4 Mortgage. No IMPROVED LOT OWNER may mortgage his IMPROVED LOT or any interest therein without the approval of the ASSOCIATION, except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgage may be upon conditions determined by the ASSOCIATION, or may be arbitrarily withheld.

.5 Exceptions. The foregoing provisions of this section entitled "Restriction on Transfer of Improved Lots" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the IMPROVED LOT concerned. And this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an IMPROVED LOT at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the ASSOCIATION.

13. RESTRICTION ON TRANSFER OF INTEREST IN PARCEL C. The undivided fractional interest in PARCEL C owned by each LOT OWNER shall be transferable only in connection with the transfer of each such owner's LOT. No fee interest in PARCEL C may be acquired separate and apart from a transaction by which a PERSON shall acquire the entire fee interest in a LOT. No more than one such fractional interest may be held with respect to the fee ownership of one LOT.

14. EASEMENTS IN FAVOR OF LOT OWNERS. Easements of ingress and egress are hereby impressed over, ~~through~~ and upon PARCEL C, in favor of the LOT OWNERS.

15. EASEMENTS FOR WALLS OR ENCROACHMENTS. All of PARCEL C shall be subject to easements for encroachments by IMPROVED LOT OWNERS which now exist or hereafter exist caused by minor inaccuracies in building or rebuilding, including decorative walls, roof overhangs, drives, gates or fences, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

16. ARCHITECTURAL CONTROL. For the purpose of insuring the development of the "PROJECT AREA" as an area of high standard, there is hereby reserved to the ASSOCIATION the right and power to control the type, kind and character of the buildings, and structures to be placed upon the PROJECT AREA. The owner or occupant of each LOT, by acceptance of title thereto, shall not permit a structure of any kind to be placed, erected or altered thereon unless and until plot plan, plans and specifications thereof have been submitted to and approved by the BOARD before any construction is begun. The BOARD shall have power, and it shall be the duty thereof, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the PROJECT AREA. In the exercise of its power and the performance of its duties, the BOARD shall give due consideration to the characteristics of the community of CRYSTAL LAKE GOLF VILLAS as a retirement community and the ability of any proposed structures to harmonize with that concept. The BOARD shall be permitted to employ aesthetic values in making its determinations.

17. ASSOCIATION TO ADOPT RULES AND REGULATIONS. The ASSOCIATION shall have the power, through its Board of Directors, to adopt reasonable rules and regulations respecting the use and enjoyment of PARCEL C, including but not limited to the use of such lands for recreation purposes and the control of traffic upon private drives.

18. COVENANT RUNNING WITH THE LAND.

- (1) The IMPROVED LOT OWNER and all future fee owners of each and every IMPROVED LOT in the PROJECTED AREA shall pay to LAKEVIEW INVESTMENT CORP., its successors or assigns, a recreational fee of \$180.00 per year, payable in quarter-annual installments of \$45.00 each. Each fee owner now or hereafter owning the IMPROVED LOT, commencing at the time ownership is acquired, shall be obligated to pay said recreational fee throughout the period of ownership. However, only one recreational fee need be paid for the IMPROVED LOT, regardless of the number of fee owners thereof at any one particular time. Said quarter-annual recreational fee payments in the amount of \$45.00 each shall be paid in advance without demand on January 1, April 1, July 1, and October 1 of each year so long as Parcel "A" and Lot 1, Block 3, CRYSTAL LAKE 1st SECTION, or its substitute area, is maintained reasonably as a recreational area and the fee owner of the IMPROVED LOT has a right to use same. Said recreational fee shall be paid regardless of whether said owner actually uses said recreational facilities.
- (2) That in the event any payment of the recreational fee is not made within thirty (30) days from the date it is due a lien automatically shall attach to and encumber the IMPROVED LOT until such fee is paid, and may be foreclosed in the same manner as a mortgage lien may be foreclosed. The fee owner shall pay all costs, expenses and attorneys' fees which may be incurred or expended to LAKEVIEW INVESTMENT CORP., its successors or assigns, in collecting the recreational fee, including foreclosure, whether suit be brought or not, or in defending any of its rights hereunder, and such costs, expenses and attorneys' fees shall constitute a lien against the aforesaid IMPROVED LOT until paid.
- (3) That all rights of LAKEVIEW INVESTMENT CORP. may be assigned.
- (4) That it is intended that this covenant shall be appurtenant to and run with the IMPROVED LOT and shall be binding on all future fee owners the same as if they were the original grantee.
- (5) That all future deeds conveying the IMPROVED LOT shall be conclusively presumed to contain all of the terms and conditions of this covenant, whether actually set forth in said deed or not.
- (6) That each fee owner now or hereafter owning the IMPROVED LOT shall be obligated actually to set forth in any deed of conveyance to which such fee owner is a party, either as grantor or grantee, all of the terms and conditions of this Covenant Running With The Land. In the event a subsequent grantee or fee owner of the aforesaid site fails to properly execute in recordable form, for the benefit of LAKEVIEW INVESTMENT CORP., its successors and assigns, a deed (if a grantee) or a writing (if a fee owner not a grantee) containing all of the terms and conditions of this Covenant Running With The Land, the immediately prior fee owner shall continue to be liable personally for the aforesaid recreational fee so long as Parcel "A" and Lot 1, Block 3, CRYSTAL LAKE 1st SECTION, or its substitute area, is maintained reasonably as a recreational area, and the then fee owner has a right to use same. This clause shall in no way limit any successor fee owner's liability for paying said recreational fee; the successor fee owner and the immediately prior fee owner, in such event, shall be jointly and severally liable for said recreational fee, but in no event shall there be a double recovery.
- (7) That on January 1, 1970 and at the expiration of each five year period thereafter, the annual recreational fee shall be adjusted in accordance with the cost of living, as reflected by the "Index Number of Wholesale Prices of All Commodities Revised" published by the U. S. Department of Labor, Bureau of Labor Statistics, hereinafter called the "official index". The latest index number of the official index for the year immediately preceding the adjustment date shall be compared to the latest index number of the official index existing as of January 1, 1965. The annual recreational fee shall be increased by the same percentage increase of the comparative index numbers, but shall not be decreased regardless of there being a decrease in said index number.

(8) That if there is more than one fee owner of the IMPROVED LOT at any one particular time, now or hereafter, all promises, agreements and obligations pertaining to such fee owner shall be joint and several.

(9) Fee owner's use of the recreation area shall be in common with all other persons permitted by the developer or owner of the recreation facility, to use said facility and shall be subject to such reasonable rules and regulations as may be posted from time to time by the developer.

19. ENFORCEMENT. These restrictions and requirements may be enforced by an action a law or in equity by any of the landowners in the PROJECT AREA and by DEVELOPER.

20. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect.

21. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said land until the first day of November, 2069, and shall be extended for successive periods of ten years thereafter.

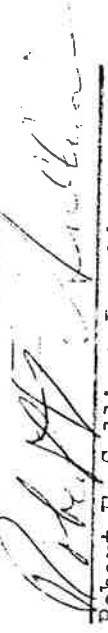
22. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. Institutional lender shall mean any bank, insurance company or Federal Savings and Loan Association having a first mortgage lien upon any lot or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure. Any reference herein to Federal Savings and Loan Associations shall include State Savings and Loan Association. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans on LOTS in the SUBDIVISION, the ASSOCIATION'S right to impress a lien upon an IMPROVED LOT (as provided in Paragraph 8 above) the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure shall be abated so long as said INSTITUTIONAL LENDER retains said title, and likewise, during the time an INSTITUTIONAL LENDER retains said title the ASSOCIATION shall be under no obligation to perform any of the duties or obligations required of it as provided in Paragraph 6 above. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT is under lease, the ASSOCIATION'S right to make assessments against such IMPROVED LOT and its right to impress a lien thereon shall be fully restored, (except that no assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time or prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER), and the ASSOCIATION'S duties and obligations with respect to said LOT shall be restored.

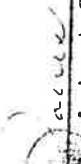
23. AMENDMENT REQUIRING MORTGAGEE'S CONSENT. These restrictions may not be amended without the consent of each bank, insurance company or federal savings and loan association holding a purchase money first mortgage upon a LOT in the PROJECT AREA.

24. DESIGNATION OF AGENT. LAKEVIEW INVESTMENT CORP., its successors or assigns, may from time to time designate in writing and record in the Public Records of Broward County, Florida, an agent to collect and receive funds called for to be paid under Paragraph 18 of this instrument and such designation may be changed from time to time by an appropriate instrument duly recorded in the Public Records of Broward County, Florida. Such agent so appointed shall disburse the funds to the person, firm, corporation entitled to receive such funds under the provision of this instrument.

IN WITNESS WHEREOF, LAKEVIEW INVESTMENT CORP., has caused this instrument to be executed in its corporate name and its seal affixed this 19th day of December, 1969.

LAKEVIEW INVESTMENT CORP.


Robert F. Sullivan, President

Attest 
George Torres, Assistant Secretary

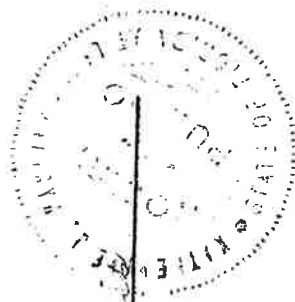
Corporate Seal:

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME personally appeared ROBERT F. SULLIVAN and GEORGE TORRES to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Assistant Secretary of the above named LAKEVIEW INVESTMENT CORP., a Florida Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Assistant Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 19th day of December, A.D. 1969.




Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 21, 1972
BONDED THROUGH FRED W. DIESTELHORST

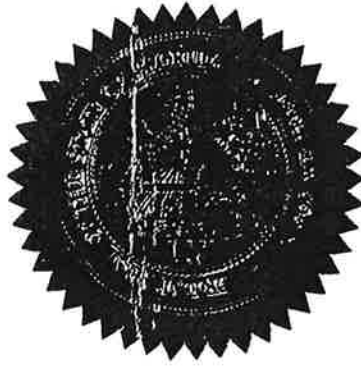
State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Amendment to Certificate of Incorporation of
CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., a corporation not
for profit, organized and existing under the Laws of the State
of Florida, Amending Articles of Incorporation, filed on the
16th day of December, A. D., 1969, as shown by the records of
this office.



Given under my hand and the Great Seal of the
State of Florida at Tallahassee, the Capital,
this the 17th day of December,
A.D. 1969.

A handwritten signature in cursive script, appearing to read "Tom Adams".

Secretary of State

FIRST AMENDMENT

OF

ARTICLES OF INCORPORATION

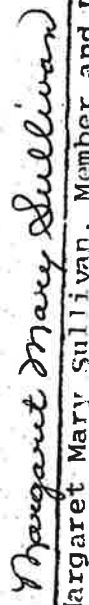
OF

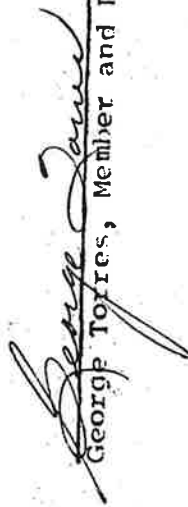
CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC.

COME NOW, ROBERT F. SULLIVAN, MARGARET MARY SULLIVAN and GEORGE TORRES, being the only members, and being all of the Directors and officers of CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC.; and they do hereby state that the Articles of Incorporation of CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., dated August 20, 1968, be amended in their entirety, all as shown on exhibit attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said ROBERT F. SULLIVAN, MARGARET MARY SULLIVAN and GEORGE TORRES have hereunto set their hands and seals this 21st day of November, 1969.


Robert F. Sullivan, Member and Director (SEAL)


Margaret Mary Sullivan, Member and Director (SEAL)


George Torres, Member and Director (SEAL)

FIRST AMENDED

ARTICLES OF INCORPORATION

OF

CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC.

FILED
DEC 12 1 28 PM '77
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We the undersigned subscribers, associate ourselves to become a Florida corporation, not for profit, pursuant to Chapter 617, Florida Statutes, as amended, and certify as follows:

ARTICLE I.

Name and Location

Section 1. The name of this Corporation shall be CRYSTAL LAKE GOLF VILLAS 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. The mailing address shall be 3731 N. W. 9th Avenue, Pompano Beach, Florida.

ARTICLE II.

Purposes

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

(a) To insure that the lands in the Project Area hereinafter defined shall remain an area of high standards, containing residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of retired persons.

(b) To enforce through appropriate legal means the several covenants, restrictions, reservations and servitudes from time to time impressed upon and running with the lands within the Project Area by LAKEVIEW INVESTMENT CORP., a Florida corporation, hereinafter referred to as Developer.

(c) To insure that no trade, business, profession or any type of commercial activity shall be carried on upon any lands in the Project Area, except where portions thereof shall have been expressly set aside for such uses by appropriate reservations at the time said lands are made subject to recorded subdivision plat by the Developer.

Section 2. The lands included within the Project Area are described as follows:

Lots 1 through 30 inclusive, Block Q; Lots 1 through 34 inclusive, Block R; Lots 1 through 11 inclusive, Block S; Lots 1 through 6 inclusive, Block T; Lots 1 through 8 inclusive, Block U; Lots 1 through 13 inclusive, Block V; and Lots 1 through 20 inclusive, Block W; together with that portion of Parcel "C" included within the above described blocks, CRYSTAL LAKE 4TH SECTION, according to the Plat thereof, recorded in Plat Book 66, Page 19, of the Public Records of Broward County, Florida, together with an undivided one one-hundred twenty-second fractional interest as tenants in common in Parcel "C" of Blocks Q, R, S, T, U, V and W of CRYSTAL LAKE GOLF VILLAS PROJECT AREA.

The Association shall have no power with respect to any portion of said lands unless and until said portions shall be made subject to a record subdivision plat filed by the Developer, and then such power shall be only to the extent expressly conferred upon the Association by the Developer under a Declaration of Restrictions filed among the Public Records of Broward County, Florida, with respect to such subdivision lands.

Section 3. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III.

Powers

The powers of the Association shall include and be governed by the following provisions:

Section 1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

Section 2. The Association shall have all the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions that shall be filed with respect to lands within the Project Area, and all the powers and duties reasonably necessary to fulfill the obligations and perform the services imposed upon it by all such Declaration of Restrictions, including but not limited to the following:

- (a) To make and collect assessments against members to defray the costs, expenses and losses of the Association.
- (b) To make and collect assessments against members to defray the costs and expenses of the following:

- (1) Operating, maintaining, repairing and altering the fresh

water sprinkler system which it is obligated to operate, maintain, repair and alter.

(2) Maintaining and caring for all lawns, trees and shrubbery which it is obligated to maintain and care for and for replacing of trees and shrubbery as may be required from time to time in the opinion of the Board.

(3) Maintaining and repairing the exterior portions of residence buildings which it is obligated to maintain and repair.

(4) Maintaining and repairing of the private roads and driveways which it is obligated to maintain and repair.

(5) Operating, maintaining, repairing and insuring the buildings, structures, parking facilities and other improvements from time to time located upon the lands.

(6) Paying the ad valorem real and personsl property taxes and assessments with respect to the common areas.

(7) Insurance purchased by the Association which it is obligated to purchase on behalf of the Members and insurance purchased by the Association for the protection of the Association.

(8) Such other activities of the Association which, in the opinion of the Board of Directors thereof, shall be reasonably appropriate to its accomplishment of the purposes for which it was organized and the performance of its duties and obligations.

(c) To use the proceeds of assessments in the exercise of its powers and duties.

(d) To perform each and every duty and responsibility expressly conferred upon it by the Developer as set forth in the Declaration of Restrictions from time to time filed with respect to lands within the Project Area made subject to the recorded subdivision plat, including but not limited to the following:

(1) Operation, maintenance, repair and alteration of fresh water sprinkler systems and buildings, structures and parking facilities located upon lands used for recreational purposes within the Project Area.

(2) Maintenance and repairing of the exterior portions of residence buildings, private roads and driveways.

(3) Payment of taxes and assessments upon lands used for recreational purposes with the Project Area.

(4) Purchase of insurance on behalf of the Members and the Association.

(e) To reconstruct improvements located upon lands in the Project Area used for recreational purposes and to assess the members for the cost thereof.

(f) To make and amend reasonable regulations respecting the use of the lands in the Project Area owned by the members, or groups thereof, as tenants in common, and provided, however, that after the Developer shall divest itself of control of the Association as herein provided, all such regulations and amendments thereto shall be approved by not less than 60% of the votes of the entire membership of the Association before such shall become effective. While the Developer shall remain in control of the Association, such regulations and amendments thereto need only be adopted by the Board to be effective.

(g) To approve or disapprove the transfer, mortgage and ownership of lots in portions of the Project Area which have been subdivided by the Developer by a subdivision plat recorded among the Public Records of Broward County, Florida, as may be provided by the Ry-Laws; provided, however, that the Association shall have no power with respect to the transfer, mortgage or ownership of such lots as may be owned from time to time by the Developer.

(h) To enforce by legal means the provisions of the Declaration of Restrictions with respect to lands in the Project Area; these Articles, the By-Laws of the Association and the regulations adopted by the Association.

(i) To contract for the management of the Association and to delegate to such contractor all powers and duties of the Association except such as are specifically required by these Articles to have the approval of the Board of Directors or the membership of the Association.

(j) To contract for the management, operation, maintenance or repair of portions of the improvements located upon lands owned as tenants in common by the membership within the Project Area.

(k) To employ personnel to perform the services required for the proper operation of the Association.

Section 3. All funds and the titles to all properties required by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the By-Laws.

Section 4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the By-Laws.

Section 5. The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from the terms of any other clause of this or any other article of these Articles of Incorporation, and shall be construed as purposes as well as powers, notwithstanding the expressed enumeration of purposes elsewhere in these Articles.

ARTICLE IV.

Members

Section 1. The members of the Association shall consist of all of the record owners of lots in portions of the Project Area which has been made subject to a subdivision plat recorded among the Public Records of Broward County, Florida, by the Developer.

Section 2. Change of membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a record title to a lot and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

Section 3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his lot. The share of a member in the funds and assets of the Association shall be equal to the prorata share as defined and established from time to time in the Declaration of Restrictions filed by the Developer with respect to subdivided portions of the Project Area.

Section 4. The members of the Association shall be entitled to one vote for each lot owned by them. If a lot is owned by one person, his right to vote shall be established by the record title to his lot. If a lot is owned by more than one person, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary of the Association. If a lot is owned by a corporation, the person entitled to vote for the lot shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the

corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote of a lot may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose. Except as hereinbefore expressly provided, the exact number of votes to be cast by owners of a lot and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V.

Directors

Section 1. The affairs of the Association will be managed by a Board consisting of the number of Directors as shall be determined by the By-Laws, but not less than three Directors, and in the absence of such determination shall consist of three Directors.

Section 2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

Section 3. The first election of Directors shall not be held until after all of the lots created by the Developer within the Project Area have been sold by the Developer, or until after January 1, 1975, or until the Developer elects to terminate its control of the Association, whichever shall first occur. The Directors herein named shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

Section 4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Robert F. Sullivan

508 S. E. 28th Avenue
Pompano Beach, Florida

Margaret Mary Sullivan

508 S. E. 28th Avenue
Pompano Beach, Florida

George Torres

4341 N. W. 35th Terrace
Lauderdale Lakes, Florida

ARTICLE VI.

Officers

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President

ROBERT F. SULLIVAN
508 S. E. 28th Avenue
Pompano Beach, Florida

Vice President and
Assistant Secretary

GEORGE TORRES
4341 N. W. 35th Terrace
Lauderdale Lakes, Florida

Secretary-Treasurer

MARGARET MARY SULLIVAN
508 S. E. 28th Avenue
Pompano Beach, Florida

ARTICLE VII.

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 proceedings to which he may be a part, 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 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 right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII.

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX.

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. A resolution approving a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting, except at elsewhere provided.

(a) Such approvals must be not less than 75% of the entire membership of the Board of Directors and by not less than 60% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

Section 3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 2 of Article III and Section 3 of Article III, without approval in writing by all members.

Section 4. A copy of each amendment shall be certified by the Secretary and recorded in the Public Records of Broward County, Florida.

ARTICLE X.

Term

The term of the Association shall be for so long as any lands within the Project Area shall be held by members as tenants in common, unless the Association is terminated sooner by unanimous action of its members.

ARTICLE XI.

Subscribers

The names and residences of the subscribers of these Articles of Incorporation are as follows:

ROBERT F. SULLIVAN

508 S. E. 28th Avenue
Pompano Beach, Florida

MARGARET MARY SULLIVAN

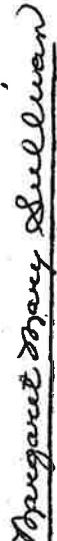
508 S. E. 28th Avenue
Pompano Beach, Florida

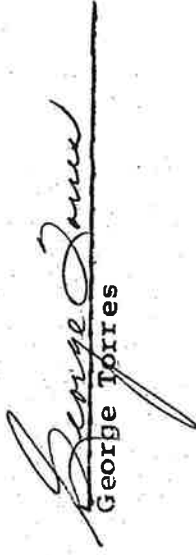
GEORGE TORRES

4341 N. W. 35th Terrace
Lauderdale Lakes, Florida

IN WITNESS WHEREOF, the subscribers have hereto affixed their
signatures this 21st day of November, 1969.


Robert F. Sullivan


Margaret Mary Sullivan


George Torres

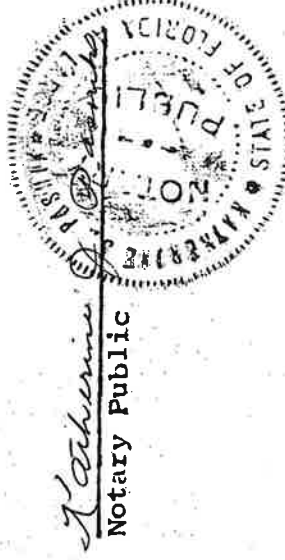
STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
ROBERT F. SULLIVAN, MARGARET MARY SULLIVAN and GEORGE TORRES, who,
after being duly sworn, acknowledged that they executed the foregoing
Articles of Incorporation for the purposes therein expressed, this
21st day of November, 1969.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 21, 1972
BONDED THROUGH FRED W. DIETELNORF



OFF.
REC. 4489 PAGE 279

B Y - L A W S

of the

CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC.

(A corporation not for profit
under the Laws of the State of Florida)

1. Identity. These are the By-Laws of the CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC. herein called Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on August 20, 1968, and First Amended Articles of Incorporation were filed in the office of the Secretary of State on November 21, 1969. The Association has been organized for the purpose of administering the community of CRYSTAL LAKE GOLF VILLAS as developed by LAKEVIEW INVESTMENT CORP., a Florida corporation, as Developer, and for the purpose of carrying out the several maintenance responsibilities from time to time imposed upon it by the Developer through Declaration of Restrictions made applicable to lands subdivided by the Developer within the Project Area known as CRYSTAL LAKE GOLF VILLAS.

a. The office of the Association shall be at such place in Broward County, Florida, as the Board of Directors shall from time to time determine.

b. The fiscal year of the Association shall be the calendar year.

c. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for Profit" and the year of incorporation, an impression of which is as follows:



Members' Meetings

a. A regular annual meeting of the members shall be held at 8:00 P.M. on the second Tuesday 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.

b. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

c. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

d. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration

of Restrictions, the Articles of Incorporation or these By-Laws.

5. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

6. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

7. The order of business at annual members' meetings, and as far as practical at all other members' meetings shall be:

- (a) Election of chairman of meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (K) Adjournment.

8. Proviso. Provided, however, that until the Developer shall have sold all of the lots in the subdivided portions of the lands in the Project Area, or until after January 1, 1975, or until Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3. Directors.

1. Membership. The affairs of the Association shall be managed by a board of not less than three nor more than nine directors, the exact number to be determined at the time of election.

2. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations may be made from the floor.

(c) The election shall be by ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer shall have sold all of the lots in the subdivided portions of the lands in the project area and or until after January 1, 1975, or until Developer elects to terminate its control of the Association, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

3. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

5. Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors, Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meetings.

7. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

8. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the Articles of Incorporation or by these By-Laws.

9. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

11. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

12. The order of business at directors' meetings shall be:

- (a) Calling of the roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.

(f) Unfinished business.

(g) New business.

(h) Adjournment.

13. Directors' fees, if any, shall be determined by the members. The first directors of the Association and those who may be appointed upon the occurrence of a vacancy on the board of directors prior to the time when the members shall elect a board of directors, shall not be entitled to directors' fees.

4. Powers and duties of the board of directors. All of the powers and duties of the Association existing under the Articles of Incorporation, these By-Laws, and by reason of the provisions of the Declaration of Restrictions filed by Developer with respect to portions of the land in the Project Area which have been subdivided by the Developer shall be exercised exclusively by the board of directors, its agents, contractors, or employees.

5. Officers.

1. The executive officers of the corporation shall be a President, who shall be a director, a Vice President who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may peremptorily be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the president shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices as required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Project Area. Provided, however, that no officer of the Association appointed by the first board of directors and serving prior to the time the members shall elect a board of directors shall receive compensation.

6. Fiscal management. The provisions for fiscal management of the Association are as follows:

1. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional improvements, which shall include funds to be used for capital expenditures for additional improvements to lands held by the members as tenants in common.

(e) Additional personal property, which will include funds to be used for acquisition of additional personal property which will be owned by the Association in trust for the members.

2. Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense.

(b) Reserve for deferred maintenance.

(c) Reserve for replacement.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to lands held by the members as tenants in common.

(e) Betterments for acquisition of personal property, which shall include the funds to be used for capital expenditures for the acquisition of personal property.

(f) Provided, however, that the amount for each budgeted item may be increased when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided, however, that until Developer shall be divested of control of the Association, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(g) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

3. Assessments. Assessments against the members for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 1 preceding the year for which the assessments are made. Such assessments 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.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarter annual payments thereon shall be due upon the first day of January, April, July and October until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due as determined by the board of directors of the Association.

4. Acceleration of assessment installments upon default. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the member, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than 10 days after delivery thereof to the member, or not less than 20 days after the mailing of such notice to him by certified mail, whichever shall first occur.

5. Assessments for emergencies. Assessments for emergencies which cannot be paid for from the annual assessments for common expenses shall be made only after notice of the need therefor has been given to the members concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the membership, the assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors of the Association may require in the notice of assessment.

6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

7. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than March 1 of the year following the year for which the report is made.

8. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

8. Amendments. These By-Laws may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either.

(a) not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association; or

(c) until the first election of directors, by all of the directors.

3. Mortgagee's Consent. No such amendment shall become effective unless the same shall be consented to by each bank, insurance company or federal savings and loan association holding a purchase money first mortgage upon a lot in the Subdivision located within the Project Area as defined in Article II, Paragraph 2 of the Articles of Incorporation.

4. Proviso. Provided, however, that no amendment shall discriminate against any member nor against any lot or class or group of lots unless the members so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Restrictions imposed upon the lands within the Project Area by the Developer.

5. Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Broward County, Florida.

The foregoing were adopted as the By-Laws of CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on the 19th day of December, 1969.

Approved:


President


Secretary

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of December, 1972, between ORIOLE HOMES CORP., a Florida corporation (hereinafter referred to as "Lessor") and CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., a Florida corporation not-for-profit, (hereinafter referred to as "Lessee").

I - DEFINITIONS

The terms used herein shall have the meaning stated as follows, unless the context otherwise requires:

- A. "Lessor" means Oriole Homes Corp., its successors or assigns.
- B. "Lakeview" means Lakeview Investment Corp., A Florida corporation and former owner of the entire Project Area as hereinafter described.
- C. "Subdivision" means Crystal Lakes Fourth Section according to the plat thereof recorded in Plat Book 66, Page 19 of the Public Records of Broward County, Florida.
- D. "Project Area" means all of Blocks Q, R, S, T, U, V and W of the Subdivision.
- E. "Oriole Homes at Crystal Lake" means the planned community of residential homes being developed by Lessor in two phases on a portion of the Subdivision. The first phase is being developed upon the portion described in Exhibit "A" attached hereto ("Phase One Land") and the second phase is being developed upon the portion described in Exhibit "B" attached hereto ("Phase Two Land").
- F. "Recreation Land" means the recreational facilities area located upon tract R-2 of the Subdivision.

THIS INSTRUMENT PREPARED BY
RETURN TO

HARVEY G. KOPELOWITZ
RUDEN, BARNETT, MCCLOSKEY, SCHUSTER & SCHMERER
P.O. BOX 7776
FORT LAUDERDALE, FLA. 33304

RUDEN, BARNETT, MCCLOSKEY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

- G. "Associations" means the Lessee and Crystal Lake Golf Villas Association II, Inc., a Florida Corporation not for profit organized to operate Phase Two Land.
- H. "Lakeview Land" means the portion of the Project Area not included in Oriole Homes at Crystal Lake.
- I. "Declaration" means collectively the Declaration of Restrictions impressed upon the Project Area by Lakeview and recorded in Official Records Book 449, Pages 258 thru 268 of the Public Records of Broward County, Florida and supplements thereto impressed upon the Project Area or a portion thereof by Lessor, its successors or assigns.
- J. "Articles" means the Articles of Incorporation of the Lessee, and as same may be amended.
- K. "By-Laws" means the By-Laws of the Lessee, and as same may be amended.
- L. "Lease" means this Agreement.
- M. "Assumption Agreement" means the instrument by which possessory and use interests in and to the Recreation Land are assigned on a non-exclusive basis by the Associations to an Improved Lot Owner (herein defined) and whereby the Rent and share of Operating Expenses (herein defined) are made specifically applicable to and assumed by such Improved Lot Owners.
- N. "Crystal Lake Documents" means in the aggregate, the Declaration, Articles, By-Laws, Lease, Assumption Agreement and all of the instruments and documents referred to therein.
- O. "Lot" means a site in Oriole Homes at Crystal Lake.
- P. "Lot Owner" means owner or owners of fee to a Lot.
- Q. "Improved Lot" means a lot upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued and as to which Lessor or Lakeview has conveyed title.
- R. "Improved Lot Owner" means an owner of an Improved Lot.

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S. "Lakeview Lot Owner" means the owner of a Lot in Lakeview Land.

T. "Common Expenses" means expenses for which the Improved Lot Owners are liable to the Lessee for a Pro Rata Share as described in the Declaration.

U. "Operating Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses of the Recreation Land as more particularly described herein.

V. "Rent" means the Recreational Fee as described in the Declaration.

W. "Sale of Improved Lot" means that point in time after which an Improved Lot Owner has legal title to his Improved Lot.

II - PLAN OF DEVELOPMENT

A. Lessor is owner of Oriole Homes at Crystal Lake, which is being developed as a residential community for retired persons. Lessor contemplates that Phase One will contain 89 Lots and Phase Two will contain 325 Lots.

B. Lessor intends that the use and enjoyment of the Recreation Land shall be shared by the Associations, Improved Lot Owners, their guests, invitees and licensees. Accordingly, Lessor is entering into this Lease and shall enter into a similar Lease Agreement with Crystal Lake Golf Villas Association II, Inc. The Association, shall in turn enter into a Assumption Agreement with these respective members, the Improved Lot Owners in Phase One and Phase Two. In this manner the rights and obligations of the Associations shall be assigned to the Improved Lot Owners. Furthermore, since Lakeview Lot Owners are also members of the Association, they may desire to use the Recreation Land, and provisions are made herefor this eventuality.

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C. The Assumption Agreement shall be executed contemporaneously with the Sale of an Improved Lot and shall set forth the rights and obligations of such Improved Lot Owners as to this Lease and Recreation Land, including the obligation to pay Rent and Operating Expenses. It may also incorporate such other agreements and provisions as the Association may require for the purpose of providing centralized management of the Lease, the Recreation Land and Oriole Homes at Crystal Lake. In the event Lakeview Land Owners are permitted to use the Recreation Land it is contemplated that agreements similar to the Assumption Agreement shall be entered into by Lessee and such Lakeview Land Owners.

D. The Operating Expenses shall continue to be the obligation of the Associations but shall be assessed by the Associations and apportioned among each of their members (excluding Lakeview Lot Owners) as hereinafter provided for:

1. The Operating Expenses shall be divided by 414 (which number is the total number of lots of Oriole Homes at Crystal Lake). Each Improved Lot Owner shall pay 1/414 of the total Operating Expenses for each Improved Lot owned and Lessor shall pay all the Operating Expenses not assessed against an Improved Lot Owner.

2. Each Lakeview Land Owner which seeks use of Recreation Land and enter into an agreement with the Lessee as contemplated in paragraph II C, herein shall be deemed an Improved Lot Owner for payments of assessment and Operating Expenses. As of and when such Lakeview Land Owner so participates in the Operating Expenses the amount of Operating Expenses to be paid by Developer shall be reduced by the amount assessed against such Lakeview land Owner.

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E. Any portion of Operating Expenses not paid by an Improved Lot Owner shall be assessed as part of the Common Expenses of the Association of which such Improved Lot Owner is a member.

F. Each Improved Lot Owner shall be personally liable for the Rent applicable to his Improved Lot as set forth in the Lease and Assumption Agreement. The non-payment of Rent by an Improved Lot Owner shall not be made up or assessed against any other Improved Lot Owner. This just stated provision is applicable to Rent only.

III DEMISE

Upon the terms and conditions hereinafter set forth, and in consideration of the payment from time to time of the Rent and Operating Expenses hereinafter set forth and set forth in each Assignment and Assumption Agreement and in consideration of the prompt performance continuously by the Lessee of each and every one of the covenants and agreements hereinafter contained and contained in each Assignment and Assumption Agreement, the performance of each and everyone of which terms and conditions is declared to be an integral part of the consideration to be furnished, the Lessor does hereby LEASE, LET AND DEMISE unto Lessee on a non-exclusive bases and the Lessee hereby leases of and from the Lessor the Recreation Land.

IV TERM OF LEASE

The term of this Lease shall be a period of ninety six years, commencing with the date hereof and continuing up to and including the 1st day of November, 2069, and shall be extended for successive periods of ten (10) years thereafter, unless the Lease be terminated prior thereto in accordance with its terms.

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V - RENT

A. AMOUNT

1. Lessee hereby covenants and agrees to pay and/or collect and pay to Lessor the following sum as Rent for the use of Recreation Land.

(a) For each Improved Lot in Phase One, the sum of \$180.00 per year.

2. The Rent provided for in the foregoing subparagraph 1 of this Article shall be Minimum Rent and the Lessee in addition thereto agrees to pay and/or collect and pay to Lessor, as Additional Rent hereunder, such sum, as may be required by the provisions of paragraph G hereunder relating to "Cost of Living Adjustment."

3. It is agreed and understood that the Rent shall be net to the Lessor, and shall be in addition to the obligation of the payment of Operating Expenses of the Recreation Land so that this Lease will yield to the Lessor the Rent hereinabove provided to be paid during the term of this Lease, subject to reduction only for the Operating Expenses chargeable to Lessor as provided in Paragraph II D 1 herein, and that all costs, expenses, and obligations of each and every other kind and nature whatsoever relating to the Recreation Land shall be paid by the Lessee.

B. TIME OF PAYMENT

1. The Rent shall be payable quarterly in advance on the first day of January, April, July and October of each year.

2. No Rent shall be due from the Lessee on any Improved Lot until after an Assignment and Assumption Agreement has been executed between the Lessee and the Improved Lot Owner.

3. Rent payments by an Improved Lot Owner to the Lessor shall commence upon the sale of an Improved Lot and shall be prorated based upon the quarterly Rent during the period between the date of sale and the last day of the quarter in which the sale took place.

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C. PLACE AND MANNER OF PAYMENT

1. Rent shall be payable at such place as the Lessor may specify in writing, from time to time, and such payment shall be made to the place specified, until it shall have been changed by written notice sent to the Lessee by the Lessor in the manner hereinafter prescribed for the giving of notice. All Rent shall be payable without notice or demand. For the present, and until further notice, the Lessor specifies that Rent shall be paid to

Lessor at: 450 Northwest 65th Terrace
Margate, Florida 33063

2. All Rent shall be payable in current legal tender of the United States of America as the same is constituted by law at the time the said Rent becomes due. If, at any time, the Lessor shall accept anything other than current legal tender as Rent, such fact or such acceptance shall not be construed as varying or modifying the provisions of this paragraph as to any subsequently maturing Rent or as requiring the Lessor to make a similar acceptance or indulgence upon any subsequent occasion.

D. COLLECTION OF RENT

1. Upon execution of the Assumption Agreement, it shall be the responsibility of the Lessee to assess and collect the Rent as provided in the Declaration provided, however, that non-payment of Rent by an Improved Lot Owner shall not be assessed against other Improved Lot Owners.

2. Each Improved Lot Owner shall be personally liable, jointly and severly, to the Lessor for the payment of the Rent due on an Improved Lot. In the event any such Improved Lot Owner fails to make any payment of Rent due herein, the Lessee shall be obligated to furnish the Lessor with such owner's name and address with fifteen (15) days of a delinquency in the payment thereof.

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E. REMEDIES

1. In the event for any reason the Rent is not paid to Lessor, the Lessor shall forthwith have all of the remedies hereinafter provided, including but not limited to the following:

(a) The Lessor has a lien upon each Improved Lot and improvements thereon for which Rent has not been paid. Such lien shall secure, in addition thereto, reasonable attorneys' fees and costs incurred by the Lessor in connection with the collection and foreclosure of said lien. Upon non-payment of Rent, Lessor may foreclose its lien. Said lien shall be effective only from and after the time of recordation in The Public Records of Broward County, Florida of a written, acknowledged statement by the Lessór containing the legal description of the Improved Lot and the amount due for Rent. The statement shall include only sums due and payable hereunder as of the date of recordation. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. This lien of the Lessor shall be subordinate and inferior to the lien of any mortgage described in Paragraph F hereof. It is further agreed that the recordation of a deed in lieu of foreclosure of any said mortgage shall automatically operate as a release of the recorded lien.

(b) In addition to the foregoing, and without waiving the same, the Lessor shall have the right to bring an action at law for the payment of Rent, together with interest thereon and together with reasonable attorneys' fees and court costs, against the person owing same.

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2. All sums of money required to be paid to the Lessor under this Article shall earn interest from the date of maturity at the rate of ten (10%) percent per annum until paid.

F. RIGHTS OF MORTGAGEES

To induce institutions such as Banks, Savings and Loan Associations and Insurance Companies and other Lenders (herein called "Lenders") to make individual mortgage loan on Improved Lots, Lessor covenants and agrees as follows:

1. In the event that Lenders shall now or hereafter make any mortgage loans on Improved Lots in Phase One Land for the purpose of financing the acquisition or resale thereof or for refinancing the same for the owners of such Improved Lot and should there subsequently be a default in any such mortgage whereupon any Lender acquires any such Improved Lot by foreclosure or deed in lieu of foreclosure, then and in that event the Rent due herein to the Lessor for that Improved Lot (meaning thereby the Rent referred to in this Article of the Lease, but not Operating Expenses as otherwise provided for in other Articles of this Lease) shall be abated while any such Lender is the record owner of any such Improved Lot. This abatement in Rent shall terminate upon the date that any such Improved Lot acquired by any such Lender is disposed of in any manner or when any such Improved Lot is under Lease by such Lender to any person, firm or corporation.

2. Lessor covenants and agrees that whenever any such Lender shall be entitled to the Rent abatement set forth in subparagraph 1 above, such abatement shall not be assessed against any other Improved Lot Owners.

G. COST OF LIVING ADJUSTMENT IN RENT

The Minimum Rent provided in this Article shall be adjusted every Five (5) years, commencing with the Rent for the year beginning the 1st day of January, 1975, in accordance with the cost of living, as reflected by the "Index Number of Wholesale Prices of All Commodities Revised" published by the U. S. Department of Labor, Bureau of Labor Statistics, hereinafter called the "official index". The latest index number of the official index for the year immediately

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preceding the adjustment date shall be compared to the latest index number of the official index existing as of January 1, 1965. The annual recreational fee shall be increased by the same percentage increase of the comparative index numbers, but shall not be decreased regardless of there being a decrease in said index number.

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VI - OPERATING EXPENSES

A. ITEMS OF OPERATING EXPENSES

In addition to Rent, and as a further part of the consideration to be furnished by the Lessee for the term demised, the Lessee covenants and agrees with the Lessor that it will pay the following expenses (hereinafter collectively referred to as "Operating Expenses"):

1. Taxes. (a) The Lessee agrees that it will promptly pay all taxes levied or assessed at any or all times during the term hereby demised, by any and all taxing authorities, including all taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments, and, in general, all taxes, tax liens in the nature of taxes, which may be assessed against the Recreation Land demised hereunder and all buildings, personal property, fixtures, and improvements thereon or which may hereinafter be placed thereon, including all taxes which are assessed by any governmental authority, including but not limited to a city, state, county, national, special drainage, school or other taxing districts or otherwise, and specifically including any tax which may be levied against the use of the land by any such taxing authority, together with any interest, penalties or other charges which may accrue thereon; provided, however, that in the event any of the said taxes or assessments are payable according to the terms of their imposition, in installments, then the Lessee shall have the right to pay the same as such installments fall due. Taxes for the first and last years of this Lease shall be prorated between the Lessor and Lessee, as of the date of this Lease, based upon the actual tax bills for that year. In the last year of the Lease, Lessee shall pay its share

to the Lessor as provided above, based upon the preceding year's figures, when the last rent payment becomes due. Thereafter, when the actual tax bill is received for the last year of the Lease, Lessee shall pay any overage required by reason of the actual tax bills to the Lessor, upon notification of the same by the Lessor.

(b) Nothing in this Article contained shall obligate the Lessee to pay any tax which may be levied or assessed against the Lessor with respect to the income derived from this Lease, or to pay any corporation, franchise, or excise taxes which may be assessed or levied against the Lessor or any corporate successor or transferee of or claiming under the Lessor.

(c) The parties agree that Lessee shall deliver official receipts evidencing payment of taxes to the Lessor, at the same place as is then designated by the Lessor as the place at which Rent payments are required to be made, and in the manner above provided for Rent which payment of taxes shall be made and said receipts delivered at least thirty (30) days before the said tax itself would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder as to its obligations to pay taxes; provided the Lessee gives the Lessor in the manner elsewhere provided notice of its intention to do so and furnishes the Lessor with a bond with surety made by a surety company qualified to do business in the State of Florida, or a cash bond, in one and one-half (1-1/2) times the amount of the tax item or items intended to be contested conditioned to pay the tax item or items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the

Lessee to the Lessor not later than a day which is thirty (30) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of the Lessee to pay taxes or other charges as enumerated in this Article and furnish receipts thereof or to furnish the written notice and bond herein referred to, not later than thirty (30) days before said tax or taxes or any item of them would become delinquent, shall constitute the Lessee in default, whereupon the Lessor to have the remedies available as set forth in paragraph B of this Article.

2. Utility Charges. The Lessee agrees and covenants to pay all charges for utilities, whether they are supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge.

3. Liability Insurance. From and after the date of the execution of this Lease, Lessee agrees to obtain a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies, insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the Recreation Land or for any other risk insured against by such policies, each class of which policy shall have been written within limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for damage incurred or claimed by any one person, and for not less than One Million Dollars (\$1,000,000.00) for damages incurred by more than one person and for not less than Fifty Thousand Dollars (\$50,000.00) for property damage. All such policies will name the Lessor and the Lessee as their respective interests

may appear, as the persons assured by such policy or policies, and the original or a true copy of each of such policies shall be delivered by the Lessee to the Lessor promptly upon the writing of such policy or policies, together with adequate evidence of the fact that the premiums therefor are paid; and in any event, such policies and evidence of payment by the Lessee of the premium shall be delivered by the Lessee to the Lessor before the expiration of any then similar coverage and in time to assure the Lessor that such coverage will be carried continuously. The Lessor shall have the right to disapprove the insurance company furnishing such insurance unless the same shall be rated AAA or better in Bests' Manual.

4. Fire, Windstorm and other Casualty Insurance. Lessee hereby covenants and agrees with Lessor that it will at all times during the terms of this Lease, keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the Recreation Land demised hereunder in good and responsible insurance companies authorized to do business in the State of Florida, satisfactory to and approved by Lessor, who agrees not to withhold its approval of any companies designated AAA or better in Bests' Manual, for protection against loss or damage caused by or resulting from fire, windstorm or other casualty, in an amount that would be sufficient to prevent co-insurance. The policy or policies of insurance maintained pursuant to this paragraph shall be paid for by Lessee, who shall deliver the original policy or policies to Lessor for safekeeping hereunder. All policies issued and renewals thereof shall be payable in the event of loss jointly to Lessor and the Lessee as their interests may appear.

In the event of the destruction of buildings, improvements or appurtenances by fire, windstorm, or other casualty for which insurance money shall be payable, such insurance money shall be payable to Lessor and the Lessee. Said sum so paid shall be deposited in a joint account of Lessor and Lessee in a bank in Broward County, Florida, designated by Lessor and shall be available to Lessee for the reconstruction or repair, as the case may be, of the building or improvement damaged or destroyed by fire, windstorm, or other casualty for which the insurance money is payable, and shall be paid by Lessor and Lessee for such repairs from said joint account from time to time on the estimates of any architect selected by Lessee, licensed in the State of Florida, having supervision of such reconstruction or repair, provided, however, that it first be made to appear to the satisfaction of Lessor that the amount of money necessary to provide for the reconstruction or repair of any building damaged or destroyed as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided for by Lessee in cash and paid into such account. If at any time while the joint account of insurance proceeds herein provided for contains any of the proceeds of insurance and Lessee is in default of this Lease, then Lessor shall be immediately entitled to receive from the said joint account the amount of money necessary to cure such default. In the event any excess of money received from insurance shall remain in the joint account after the completion of any reconstruction and repair of such buildings or improvements as herein provided, and if at such time Lessee is not in default on conditions and covenants of this Lease, then such excess money shall be paid to Lessee.

5. Maintenance and Repair of Property.

(a) Lessee agrees and covenants that it will at its own expense keep and maintain the buildings, structures, fixtures and improvements, roadway, entrance and other improvements which may at any time be situated during the term of this Lease on the Recreation Land demised hereunder and all appurtenances thereto belonging or appertaining, including sidewalks, steps and including both the interior and exterior of the buildings and improvements, in a manner that is consistent with the fact that the improvements are an integral part of Oriole Homes at Crystal Lake and provide a center for activities and in good and substantial repair, in a clean and sanitary condition; and, in a manner that is ecologically sound and aesthetically pleasant; further Lessee covenants that it will use, keep and maintain the Recreation Land as well as the sidewalks, approaches and appurtenances thereof in conformity to and in compliance with all applicable statutes, ordinances, regulations, orders, licenses or other laws.

(b) Lessee further agrees that Lessor shall not be called upon or required at any time to make improvements, alterations, changes, additions, replacements or repairs of any nature whatsoever, structural or otherwise, in or to Recreation Land or any part thereof. Lessee expressly waives any right, if any, to require Lessor to make repairs or to make repairs at the cost of Lessor, which Lessee may have under the provisions of any law, statute, ordinance or regulation. Lessee expressly covenants and agrees, at its own cost and expense, to keep the Recreation Land and each and every part thereof in good condition and repair at all times during the term hereof, and to make promptly any and all repairs, renewals and replacements which may at any time be necessary or proper to put and keep the Recreation Land in as good condition as when

received by Lessee from Lessor, reasonable wear and tear excepted. If at any time during the term hereof Lessee fails, refuses or neglects to keep the Recreation Land or any part thereof in good condition and repair, then Lessor, at his option, may enter upon the said premises and cause such repairs to be made to the said premises as may be necessary, but at the cost of and for the account of Lessee, and any amounts paid or incurred therefor shall be payable to Lessor upon demand.

(c) It is expressly understood and agreed that Lessee in no case shall be entitled to compensation or damages on account of any inconvenience or annoyance in making repairs and that no allowance or deduction whatever from the Rent herein provided shall be made for a partial or entire destruction of or damage to said Recreation Land or improvements thereon, even though Lessee may be inconvenienced thereby.

6. Indemnification. The Lessee shall indemnify

and save harmless the Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease, for any personal injury, loss of life, and/or damage to property sustained in or about the Recreation Land or the appurtenances thereto or upon the adjacent sidewalks, approaches, or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders judgements and/or decrees which may be entered therein. In the event the Lessor is compelled to incur any expense in collecting any sum of money due under this Lease, or in the event suit shall be brought by the Lessor for the purpose of enforcing lien rights hereunder or

if suit be brought by the Lessor for the purpose of compelling the payment of any other sum which should be paid by the Lessee under the terms hereof or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions and covenants contained herein, the Lessee covenants and agrees to indemnify the Lessor from all expenses and costs of litigation, including a reasonable fee for the Lessor's attorney, provided such suit terminates in favor of the Lessor. In the event the Lessor shall fail or refuse to perform any of the covenants and obligations of the Lessor to be kept and performed and the Lessee is required to bring suit to compel the performance of the same, Lessor covenants and agrees that in the event the Lessee shall be the prevailing party the Lessor shall indemnify Lessee for all expenses and costs of litigation, including reasonable attorneys' fee. Any sums due under the terms and provisions of this Article may be properly taxed by a court of competent jurisdiction against the Lessee, or the Lessor, as the case may be.

B. DEFAULT

In the event the Lessee shall fail to pay and/or collect and pay the Operating Expenses arising hereunder, the Lessor shall, in addition to other remedies provided herein, have the following remedies:

1. The Lessor shall have a lien upon each Improved Lot in Phase One Land upon each improvement therein for any sums of money owing for Operating Expenses which are payable and which have not been paid by the Lessee or which have been advanced by the Lessor. Such lien shall likewise secure to the Lessor reasonable attorneys' fees and costs incurred by the Lessor in connection with the collection and foreclosure of any of said liens. Said lien shall be effective only from and after the time of recordation in the Public

Records of Broward County, Florida of a written, acknowledged statement by the Lessor or its Agent containing the amount due for operating expenses as of the date of recordation. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. In the event of foreclosure or the acceptance of a deed in lieu of foreclosure by the holder of any mortgage referred to in Article V F of this Lease, then the acquirer of title, his successors and assigns, shall not be liable for the share of Operating Expenses pertaining to the foreclosed Improved Lot or chargeable to the former owner thereof which became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure.

2. In case the Lessee shall fail, refuse or neglect to make any of the payments required by this Article, then the Lessor, may, at his option, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of in connection with such payments, together with interest on all of such amounts at the rate of eight percent (8%) per annum shall be repaid by the Lessee to the Lessor upon demand of the Lessor; and the payment thereof may be collected or enforced by the Lessor upon the day when demand for repayment thereof or reimbursement therefor is made by Lessor to the Lessee, but the election of the Lessor to pay such Operating Expenses shall not waive the default thus committed by the Lessee.

3. Notwithstanding the foregoing and without waiving the same, Lessor shall have a right to bring an action at law against Lessee for the payment of Operating Expenses, together with interest at the highest lawful rate and together with reasonable attorneys' fees and court costs against the person owing the same, or to proceed directly against the Improved Lot Owner under the Assignment and Assumption Agreement, each of which shall be assigned to the Lessor as collateral for performance of the obligations of the Lessee hereunder.

VII COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

Lessee covenants and agrees that it will, at its own expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Recreation Land, in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, transportation requirements, and other similar requirements designed to protect the public.

VIII USE OF RECREATION LAND

The Recreation Land shall be used by the Lessee; the Improved Lot Owners of Phase One and Phase Two Land, and their guests, invitees, and licensees solely for cultural and recreational purposes, and for such related activities as the Lessor may approve in writing under such terms and conditions as Lessor may impose.

IX - LAWFUL USE OF PREMISES

The Lessee covenants and agrees that during the terms hereof it will conform to an observe all applicable ordinances, rules, statutes, laws and regulations relating to Recreation Land or as to use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation provided that a violation of this section shall operate as a breach of this Lease only in the event that the Recreation Land or any improvements shall be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessee has failed to abate such condition or has failed to take responsible steps to obtain such abatement within fifteen (15) days after such closing. In the event of such failure on the part of Lessee and the exercise of Lessor's option to treat the

same as a breach of this Lease, the Lessor may treat such failure and breach as a Material Default and be entitled to the rights in the event of Material Default described in Article XIV of this Lease, such right to treat the breach as a Material Default shall exist only after the expiration of fifteen (15) days written notice and demand for the abatement of such condition.

XI INSPECTION OF PREMISES

The Lessee covenants and agrees that Lessor, or its agents, at all reasonable times and during all reasonable hours, shall have free access to said Recreation Land for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to Lessor under the terms and provisions of this Agreement.

XII - LIENS CREATED BY LESSEE

A. The Lessee acknowledges that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Lessor in and to the Recreation Land and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of the Lessee, which lien shall be superior to the interest in this Lease reserved to Lessor upon the Recreation Land. All persons contracting with the Lessee, or any other person furnishing materials or labor to Lessee, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law within thirty (30) days.

B. The Lessor and the Lessee agree that their respective interests in this Lease shall be subordinated to the lien and encumbrance of any existing mortgages and additional or subsequent mortgages obtained by the Lessor for the purpose of financing the construction of improvements to take place upon the Recreation Land. The Lessee agrees to execute such instruments as may be necessary to evidence the subordination of its leasehold interest to such mortgage.

XIII. DAMAGE OR DESTRUCTION OF BUILDINGS OR IMPROVEMENTS

The Lessee agrees and covenants that damage to or destruction of any building or any portions thereof on the Recreation Land at any time, by fire, hurricane, or act of God, shall not work a termination of this Lease, or authorize Lessee or those claiming by, through or under it, to quit or surrender possession of said premises or any part thereof, and shall not release Lessee in any way from its liability to collect and pay to Lessor the Rent provided for herein or from any of the agreements, covenants and conditions of this Agreement. The Lessee covenants that in the event of the destruction or damage of the buildings or improvements on said premises or any part thereof, and as often as any buildings or improvements on said premises shall be destroyed or damaged by fire, windstorm, or other casualty, Lessee shall have the same rebuilt and ready for occupancy within six (6) months from the date the insurance proceeds are made available to the Lessee, but in no event shall such completion of construction be delayed for more than one (1) year from the date of damage or destruction. Construction of such rebuilding and/or repairs shall be of the same general character and equal value as the buildings and improvements

upon the Demised Parcel prior to such damage or destruction. The Lessee shall at its expense furnish Lessor with a performance and payment bond executed by a surety company authorized to do business in the State of Florida, to assure the completion of and payment for such rebuilding and/or repair.

XIII EVENTS OF DEFAULT

A. MATERIAL DEFAULTS

Should the Lessee at any time during the term of this Lease directly or indirectly suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it and remain pending for a period of seventy-five (75) days; or should a Receiver or Trustee be appointed for the Recreation Land and not be discharged within seventy-five (75) days; or should this leasehold interest of Lessee be levied upon and said levy be not discharged within forty-five (45) days thereafter, or should Lessee fail to pay promptly when due the taxes referred to in Article VII A, then and upon the happening of any of the aforesaid events, Lessor shall have the right at its election to consider the same a Material Default on the part of Lessee of the terms and provisions hereof; and in the event such default is not cured by Lessee within a period of thirty (30) days from the date of the giving by Lessor of written notice to the Lessee of the existence of such default, Lessor shall have the option of declaring this Lease terminated and the interest of Lessee forfeited, or Lessor may exercise any other remedy herein referred to in this Lease. The remedies of the Lessor for Material Default are cumulative and are in addition to every other right or remedy existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Lessor of

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any one or more of the rights or remedies provided for in this lease or now or hereafter existing in law or equity or by statute or otherwise shall not preclude the simultaneous or later exercise of the Lessor of any or all other rights or remedies. All revenues derived or accruing from the Recreation Land subsequent to the date of the termination of said Lease shall constitute the property of Lessor and shall not constitute any asset of Lessee, or any Trustee or Receiver appointed for the property of Lessee.

B. OTHER DEFAULTS

It is further covenanted and agreed by and between the parties hereto that in the event at any time of a default other than a Material Default under the terms of this Lease on the part of Lessee for the periods hereinafter set forth, then and in that event it shall and may be lawful for Lessor to have recourse to any of the remedies set forth in Articles VI and VII of this Lease. The following omissions or acts on the part of the Lessee constitute a default other than a material default:

1. Rent. A failure on the part of Lessee to collect and/or make payment of Rent due under this Lease in the manner provided for elsewhere in this Lease, if such non-payment has continued for fifteen (15) days after notice thereof in writing has been furnished Lessee by Lessor.
2. Operating Expense. A failure on the part of Lessee to pay any Operating Expenses herein provided to be paid by Lessee within thirty (30) days prior to the time when same would become due, if such non-payment has continued for ten (10) days after notice thereof in writing has been furnished Lessee by Lessor.

3. Other. A failure on the part of the Lessee to keep insurance on any building or buildings and improvements which may now or hereafter be upon the Recreation Land, as herein provided for, or a failure to pay the premium for the same, or failure to expend the insurance money as herein provided for, or failure to rebuild as herein provided for, or if it shall fail to keep the premises in good order or repair in the manner herein provided for, or if it shall fail to perform or become default of any of the other covenants of this Lease by it to be kept and performed, and any such failures or defaults shall be continued for twenty (20) days after notice thereof in writing by Lessor to Lessee specifying the default.

XIV' - CONDEMNATION

It is understood and agreed that:

A. If at any time during the continuance of this Lease the legal title to the Recreation Land or any portions thereof be taxed or appropriated or condemned by reason of eminent domain, there shall be such abatement of Rent made as shall be just and equitable under the circumstances; provided, however, that in the event of a partial condemnation of the Recreation Land such as does not interfere with the full use thereof (as, for example, in the case of condemnation of a few feet of the entranceway for sidewalk purposes or for street purposes), there shall be no abatement of Rent. If at any time any governmental body utilizes its eminent domain powers to require Lessor to dedicate the street surrounding the premises to public use, there shall be no abatement of Rent. If Lessor and Lessee are unable to agree upon what annual abatement of Rent is just and equitable within thirty (30) days after such

award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy in Broward County, Florida, for its decision and determination of the matters in dispute. If the legal title to the entire Recreation Land be wholly taken by condemnation, the Lease shall be terminated.

B. Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole or any part of the Recreation Land, the amount of the condemnation award due to Lessor shall, between Lessor and Lessee, in no event be less than the amount of the entire condemnation award (including the amount awarded to Lessor and Lessee).

XV DEMOLITION

Although it is the duty of the Lessee under the terms hereof to keep and maintain the Recreation Land in good repair, this shall not be construed as empowering Lessee to tear down and destroy any buildings or improvements or any substantial part thereof, or to cause any items or major repair and reconstruction to be made unless and until Lessee:

A. Causes plans and specifications for the new buildings or improvements or the new construction to be prepared by a duly licensed architect and submitted to Lessor for its approval, which approval may be withheld for purely aesthetic reasons, together with the written contract between the contractor and the Lessee, all in the same manner as reconstruction or repair would have been accomplished in accordance with Articles VII and XIII hereof.

B. Furnishes Lessor with a performance and payment bond, with corporate surety satisfactory to Lessor, in an amount equal to the cost of any demolition work and improvements to be performed upon the Recreation Land, conditioned to complete the said demolition work and improvements free and clear of all liens and/or claims for labor and materials, and conditioned further to indemnify fully and save harmless Lessor from all costs, damages and liabilities of every nature and character which may be suffered by Lessor by reason of the failure of the Lessee to pay completely and fully for said demolition work and said improvements.

C. The work of reconstruction, repair, or replacement must have a value equal to the value of the buildings or improvements or the portion thereof then being demolished and replaced or repaired.

D. For the purpose of this section of the Lease, no work will be deemed demolition or major repairs, so as to bring it within the terms of this section of the Lease, unless it constitutes either the actual destruction of the buildings or improvements or a substantial part thereof, or unless it constitutes a remodeling which in the opinion of the Lessor requires the tearing down of a substantial part of a building or improvement. In general, this section of the Lease is intended to apply wherever the work which the Lessee proposes to do is of such a nature that the doing of the work necessitates a substantial improvement of the then existing buildings or improvements.

XVII - TRANSFER OF LESSOR'S INTEREST

Lessor shall have the right to sell or assign, pledge, mortgage or encumber to others the interest as Lessor under this Lease or the right to receive money and other things of value accruing by reason of this Lease, in which

case the purchaser or Transferee shall enjoy the rights hereunder theretofore enjoyed by Lessor.

XVIII PROHIBITION AGAINST FURTHER ASSIGNMENT OR SUBLEASE

Except as provided for in Article II of this Lease, then only to the extent and in the manner set forth therein, neither the Lessee or any of its grantees or assignees, including Improved Lot Owners, shall have any Right of Assignment, sub-lease or any other right of conveyance in whole or in part of the rights or obligations hereunder.

XVIII- COVENANTS TO BIND SUCCESSORS AND ASSIGNS

The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and his successors and assigns, and the Lessee and its successors and assigns, and all persons claiming by, through or under Lessor and Lessee, and the same shall be construed as covenants running with the land during the term of the Lease.

XIX - TERMINATION OF LEASE

The Lessee further covenants and agrees that upon the end of the demised term, Lessee will surrender and deliver up the Recreation Land and the improvements and buildings situated thereon (without compensation to Lessee for improvements or buildings) peaceably to Lessor, its agent or attorneys, immediately upon termination of this Lease.

XXIII WAIVER

It is covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be considered to be a waiver of any succeeding breach of the same covenant.

XXIV - NOTICES

All notices required by law and this Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

A. Upon Lessor by personal delivery or by certified mail addressed to Lessor at the place where the rent under this Lease is then being paid, or at such other address as Lessor may, by notice in writing, designate to the Lessee.

B. Upon the Lessee by personal delivery to its agent in charge of the Recreation Land, or by certified mail addressed to Lessee at 1300 N. W. 45th Street, Pompano Beach, Florida, 33060,

or such other address as the Lessee may, by notice in writing, designate to Lessor.

XXIV - APPLICABLE LAW

The law of the State of Florida shall govern the validity, enforceability, construction and interpretation of this Lease.

IN WITNESS WHEREOF, the parties have executed this
Lease Agreement the day and year first above written.

WITNESSES:

ORIOLE HOMES CORP.

[Signature]
[Signature]

By: [Signature]
Attest: [Signature]

LESSOR

CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC.

[Signature]
[Signature]

By: [Signature]
Attest: [Signature]
(SEAL)

LESSEE

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before
me, an officer duly authorized in the State and County
aforesaid to take acknowledgements, personally appeared
E. E. HUBSHMAN and A. NUNEZ
well known to me to be the President and Assistant Secretary
of ORIOLE HOMES CORP. and that they acknowledged executing
the same freely and voluntarily under authority duly vested
in them by said corporation and that the seal affixed
thereto is the true corporate seal of said corporation.



WITNESS MY Hand and Official Seal in the County
and State last aforesaid this 1st day of December, 1972.

[Signature]
Notary Public

My Commission Expires: April 26, 1975
Notary by American Visa & Currency Co.

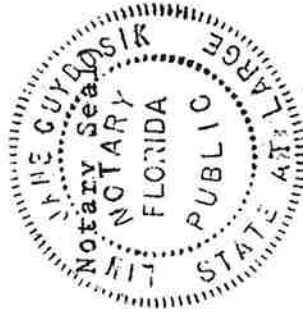
STATE OF FLORIDA)

) SS;

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared E. E. HUBSHMAN and A. NUNEZ, well known to me to be the President and Assistant Secretary of CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY HAND and official seal in the County and State last aforesaid this 1st day of December, 1972.



Linda Jane Luydovick
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires April 26, 1975
Bonded by American Fire & Casualty Co.

REC 5100 PAGE 575

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

72-224178

SUPPLEMENTAL DECLARATION

OF RESTRICTIONS

FOR

PORTIONS OF CRYSTAL LAKE 4TH SECTION

According to the plat thereof record in Plat Book 66, Page 19, of the Public Records of Broward County, Florida.

ORIOLE HOMES CORP., a Florida corporation and owner of Phase One Land (hereinafter defined) does hereby impress upon such land this Supplemental Declaration of Restrictions.

ARTICLE I - DEFINITIONS

As used herein the following terms have the following meanings:

- A. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assigns.
 - B. "Lakeview" means Lakeview Investment Corp., a Florida corporation and former owner and developer of the entire Project Area as hereinafter defined.
 - C. "Subdivision" means Crystal Lakes 4th Section according to the plat thereof recorded in Plat Book 66, page 19, of the Public Records of Broward County, Florida.
 - D. "Project Area" means all of Blocks Q, R, S, T, U, V and W of the Subdivision.
 - E. "Oriole Homes at Crystal Lake" means the planned community of residential homes being developed by Developer in two phases on that portion of the Subdivision acquired by the Developer from Lakeview. Phase One is the portion described in Exhibit A attached hereto and is referred to as "Phase One Land."
- Phase Two is not affected by this Supplemental Declaration.

THIS INSTRUMENT PREPARED BY

RETURN TO

HARVEY G. KOPELOWITZ
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER
P.O. BOX 7076

FORT LAUDERDALE, FLA. 33304

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N. E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

72 DEC 21 PM 4:22
JACK WHEELER, COUNTY RECORDER

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F. "Lakeview Land" means that portion of Project Area not included in Oriole Homes at Crystal Lake.

G. "Recreation Land" means the recreational facilities area located upon Tract R-2 of the Subdivision.

H. "Association" means Crystal Lake Golf Villas Association, Inc., a Florida corporation not-for-profit.

I. "Board" means Board of Directors of the Association.

J. "Declaration" means the Declaration of Restrictions submitted by Lakeview and recorded in Official Records Book 4489, Pages 258 through 268 of the Public Records of Broward County, Florida.

K. "Supplement" means this document.

L. "Articles" means the Articles of Incorporation of the Association, and as the same may be amended.

M. "By-Laws" means the By-Laws of the Association and as the same may be amended.

N. "Lease" means the Long-Term Lease Agreement entered into between the Developer and the Association with regard to the Recreation Land.

O. Assumption Agreement" means the instrument by which possessory and use interests in and to the Recreation Land are assigned on a non-exclusive basis by the Association to each Improved Lot Owner (herein defined) and whereby the rent and a share of the Operating Expenses (defined in the Lease) are made specifically applicable to and assumed by such Improved Lot Owners.

P. "Crystal Lake Documents" means the Declaration, Supplement, Articles, By-Laws, Lease, Assumption Agreement and all of the instruments and documents referred to therein.

Q. "Lot means a site in the Project Area according to the plat of Crystal Lake 4th Section, Plat Book 66, Page 19 together with an undivided 1/122nd fractional interest in Parcel "C" of the Subdivision included in the Project Area, the number of which shall correspond with the number of the site set forth on the plat. For example, Site 10 of Block Q shall be Lot 10 of Block Q.

R. "Lot Owner" means owner or owners of fee title to a Lot.

S. "Improved Lot" means a Lot upon which there has been constructed a residence building for which a valid Certificate of Occupancy has been issued, and as to which Developer or Lakeview has conveyed title.

T. "Improved Lot Owner" means an owner of an Improved Lot.

ARTICLE II - PLAN OF DEVELOPMENT

Developer is owner and developer of Oriole Homes at Crystal Lake which is comprised of Phase One Land, Phase Two Land and Recreation Land. Developer intends to develop Oriole Homes at Crystal Lake as a residential community primarily for the comfort and convenience of retired persons.

In acquiring Oriole Homes at Crystal Lake from Lakeview, Developer entered into an Assignment of Declaration of Restrictions (the "Assignment") attached hereto as Exhibit B. Under the terms of the Assignment, Lakeview and the Association vested in Developer certain rights held by them under the Declaration, including the right to receive recreational maintenance fees from Improved Lot Owners of Phase One Land. The Assignment further provides that for purposes of the Declaration, Developer is the developer of the entire Project Area including Lakeview Land. In its capacity as developer of the Project Area, Developer hereby confirms the provisions of the Declaration as binding on Developer and Lot Owners within the Project Area and further supplements the Declaration as to Phase One Land, as hereinafter set forth.

ARTICLE III - SUPPLEMENTAL COVENANTS

The Declaration is hereby supplemented as follows:

A. Statement of Covenant. By taking title to an Improved Lot of Phase One Land, such Improved Lot Owner takes Subject to the Crystal Lake Documents, and does covenant to perform the obligations contained therein and does assume the payment of the Recreational Fee and Operating Expenses (as herein defined).

B. Recreational Fee. Paragraph eighteen (18) of the Declaration provides that Improved Lot Owners in the Project Area shall pay to Lakeview, its successors or assigns, a recreational fee of \$180 per year, payable in quarterly annual installments of \$45 each subject to adjustment in accordance with "cost of living" (the "Recreational Fee"). Under the provisions of the Assignment the right to receipt of recreational fees for Improved Lots in Phase One Land is assigned by Lakeview to Developer.

Accordingly, Developer hereby declares that forthwith the Recreational Fee shall be payable to it as successor and assignee of Lakeview in accordance with the provisions of Paragraph 18 of the Declaration, that the Association shall act as Agent of Developer to collect, receive, and pay over such Recreational Fee to Developer.

C. Recreation Land as Substitute Area. Paragraph 18 of the Declaration provides that the recreational fee is payable as an affirmative covenant for the possessory and use interests described therein for Parcel A and Lot 1, Block 3, Crystal Lake 4th Section. The Declaration further provides for a "substitute area" for the said Parcel A in Lot 1, Block 3. Accordingly, Developer hereby declares that the Recreation Land defined herein be and the same hereby is designated as the "substitute area" to Parcel A and Lot 1, Block 3, Crystal Lake 4th Section and that all of the covenants and obligations set forth in the Declaration are hereby made applicable to the Recreation Land and in particular that the recreational fee shall be paid for the Recreation Land so as to provide a fund for the payment of rent under the Lease.

D. Operating Expenses of Recreational Land. In addition to paying the Recreational Fee in accordance with Paragraph 18 of the Declaration and the Pro Rata Share for maintenance of the Project Area in accordance with Paragraph 10 of the Declaration the Improved Lot Owners of Phase One Land shall pay to the Association their proportionate share of Operating Expenses of the Recreation Land as defined in the Lease and set forth in the Assumption Agreement.

E. Rights of Developer in the Event of Non-Payment. In the event an Improved Lot Owner of Phase One Land fails to pay the Recreational Fee or its proportionate share of Operating Expenses as provided in the Assumption Agreement, the Developer shall have the following remedies as against such Improved Lot

Owner:

(a) As to default in payment of Recreational Fee, Developer shall have such lien rights as are set forth in Paragraph 18(2) of the Declaration, including the right to foreclose such lien and recover costs, expenses and attorneys' fees all as set forth in said Paragraph 18(2). Additionally, Developer may seek to recover by an action at law or equity as set forth in Paragraph 19 of the Declaration.

(b) As to a default in payment of Operating Expenses, Developer may exercise such lien rights and remedies as are afforded it under Paragraph VII 6 B of the Lease to proceed as against such Improved Lot Owner, the Association or both, to recover unpaid Operating Expenses plus reasonable attorneys' fees and costs.

ARTICLE V - AMENDMENTS TO SUPPLEMENTAL DECLARATION

A. No amendment to the Declaration or this Supplement shall be passed which shall impair or prejudice the rights or priorities of the Developer, its successors or assigns under any of the Crystal Lake Documents or the rights or priorities of first mortgagees of Lots in Phase One Land without the specific written approval of Developer, its successors and assigns and all such first

mortgagees.

B. Except as to the matters described in sub-paragraph A of this Article, this Supplement may be amended at any regular or special meeting of the Association called in accordance with the By-Laws as to the class applicable thereto, by the affirmative vote of the owners of 75% or more of Lot Owners in Phase One Land. Such amendment shall be evidenced by a certificate and signed and acknowledged by any two officers of the Association. A true copy of all such amendments shall be sent by Certified Mail (the "Mailing") by the Association to the Developer, its successors or assigns and to all first mortgagees of Lots in Phase One Land. Thereupon, this certificate shall become effective upon its being recorded amongst the Public Records of Broward County, Florida, but shall not be so recorded until thirty (30) days after its mailing.

ARTICLE VI - CONVEYANCES

Conveyances of land in the Project Area owned by Developer shall be by warranty deed with reference to the Lot as defined in this Supplement and by reference to the plat book and page of the subdivision and the recording information of the Declaration and this Supplement. The foregoing provisions shall be applicable for all real property conveyances including mortgages affecting title to those portions of the Project Area owned by Developer and such description shall include all appurtenances concerned whether or not separately described including but not limited to the undivided share in Parcel "C" and the rights under the leases.

ARTICLE VII - CONTINUING EFFECT OF DECLARATION

This supplement shall in no way prejudice the rights and obligations of owners of Lakeview Land, their mortgagees or of Lakeview. The provisions of the Declaration are hereby confirmed as being in full force and effect.

ARTICLE VII - SEVERABILITY

If any covenant, sentence, clause or word of this Supplement is for any reason held to be inoperative or void, such holding will not affect the remaining provisions of the Supplement which shall be deemed and held to be valid as if the portion deemed inoperative or void had never been included herein.

IN WITNESS WHEREOF Oriole Homes Corp. has caused this instrument to be executed and the seal affixed this 1st day of

December, 197 2.

ORIOLE HOMES CORP.

WITNESSES
BY E. E. HUBSHMAN
Attest [Signature]
STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, E. E. HUBSHMAN and A. NUNEZ, President and Assistant Secretary respectively, of ORIOLE HOMES CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of December, 1972.

(SEAL)

Linda Jane Guydonik
Notary Public

My Commission Expires:



Notary Public, State of Florida at Large
My Commission Expires April 26, 1975
Bonded by American Life & Casualty Co.

REC 5100 PAGE 582

EXHIBIT A

ORIOLE HOMES AT CRYSTAL LAKE
PHASE ONE LAND

Phase One land includes those portions of Crystal Lakes 4th Section according to the plat thereof recorded in Plat Book 66 Page 19 of the Public Records of Broward County, Florida and more particularly described as follows:

Lots 1 through 30	-	Block Q
Lots 7 through 10	-	Block R
Lots 1 through 11	-	Block S
Lots 1 through 6	-	Block T
Lots 1 through 8	-	Block U
Lots 1 through 13	-	Block V
Lots 1 through 8 and 12 through 20	-	Block W

OFF REC 5100 PAGE 583

K N O W A L L M E N B Y T H E S E P R E S E N T S:

That LAKEVIEW INVESTMENT CORP., a Florida corporation and CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., a Florida corporation not for profit, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, received from or on behalf of ORIOLE LAND AND DEVELOPMENT CORP., a Florida corporation, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part all of the parties' of the first part interest in and to that certain Declaration of Restrictions dated December 19, 1969, and filed of record May 3, 1971, in Book 4489, Page 258, of the Official Records of Broward County, Florida.

It is the specific purpose of this assignment to vest in party of the second part any and all rights of any nature acquired by parties of the first part pursuant to the restrictions described hereinabove, including but not limited to recreational and maintenance fees, except that recreational fees as may apply to Lots 1 through 6 and Lots 11 through 34, Block R; Lots 9, 10, and 11, Block W, CRYSTAL LAKE 4TH SECTION, according to the Plat thereof, recorded in Plat Book 66, Page 19, of the Public Records of Broward County, Florida.

The assignors herein recognize and acknowledge that the assignee, by virtue of this assignment, becomes the developer of the lands described in the aforementioned restrictions as the word developer is defined in said restrictions.

EXHIBIT B

ASSIGNMENT OF DECLARATION OF RESTRICTIONS

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed in their names, and their corporate seals to be hereunto affixed, by their proper officers thereunto duly authorized, the 29th day of December, 1971.

Signed, sealed and delivered
in the presence of:

Lawrence J. Lauer
Richard J. Davis

LAKEVIEW INVESTMENT CORP.

BY: Robert F. Sullivan
Robert F. Sullivan, President

ATTEST: Margaret Mary Sullivan
Margaret Mary Sullivan, Sec'y

Signed, sealed and delivered
in the presence of:

Lawrence J. Lauer
Richard J. Davis

CRYSTAL LAKE GOLF VILLAS
ASSOCIATION, INC.

BY: Robert F. Sullivan
Robert F. Sullivan, President

ATTEST: Margaret Mary Sullivan
Margaret Mary Sullivan, Sec'y.

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROBERT F. SULLIVAN and MARGARET MARY SULLIVAN, well known to me to be the President and Secretary, respectively of the corporations named as parties of the first part in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporations and the seals affixed thereto are the true corporate seals of said corporations.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of December, 1971.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 21, 1972
BONDED THROUGH FRED W. DIESTELHORST

Richard J. Davis (SEAL)
Notary Public, State of Florida
at Large

Warranty Deed

THIS INDENTURE, made this _____ day of _____, 197____,

between Oriole Homes Corp., a Florida corporation, hereinafter referred to as "Grantor",

and _____

and whose post office address is _____

_____ State of _____,

hereinafter referred to as "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee and the Grantee's heirs and assigns forever, the following described real property situated, lying and being in Broward County, Florida, to wit:

Lot _____ Block _____ CRYSTAL LAKE 4th SECTION according to the plat thereof recorded in Plat Book 66, Page 19 as the term "Lot" has been defined in the Declaration of Restrictions recorded in Official Records Book 449, Page 258 and the Supplemental Declaration thereto recorded in Official Records Book 5100, Page 576 all of the foregoing of the Public Records of Broward County, Florida (hereinafter collectively referred to as the "Declaration").

Grantee by acceptance hereof, and by agreement with Grantor hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the aforescribed Declaration, including but not limited to the obligation to make payment of assessments to Grantee CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., which may be levied against the above described real property, and the Grantee expressly acknowledges the existence of a Lease between ORIOLE HOMES CORP., as Lessor and CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., as Lessee. The Lease provides for certain annual rentals due Lessor and that taxes and assessments, insurance and other monetary obligations referred to thereunder shall be included in the annual budget of CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., as a part of the expenses for which assessments are made Grantee expressly acknowledges and assumes the obligation to pay the rent which is the recreation fee referred to as such in the Declaration and the Lease insofar as the same relates to the Lot aforesaid.

This conveyance is made subject to the following:

1. Real Estate taxes for the year 19 ____ and subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the Declaration;
4. Lease aforescribed;
5. All of the covenants, conditions, restrictions, and easements of record, if any, which may now affect the aforescribed property.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement entered into this _____ day of _____, 1972, between Oriole Homes Corp. ("Lessor"), Crystal Lake Golf Villas Association, Inc. (the "Association") and _____ ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignee is the owner of Lot Block Crystal Lake, Fourth Section, according to the plat thereof recorded in Plat Book 66, Page 19 of the Public Records of Broward County, Florida upon which there has been constructed a residence building for which a valid Certificate of Occupancy has been issued the "Subject Lot"; and

WHEREAS, Assignee has taken title to the Subject Lot subject to the Declaration of Restrictions recorded in Official Records Book 4489, Page 258 and the Supplemental Declaration of Restrictions recorded in Official Records Book _____ Page _____ all of the Public Records of Broward County, Florida (the "Declaration" and "Supplement"); and

WHEREAS, the Association is the Lessee of Recreation Land referred to in the Declaration and Supplement under a Lease Agreement recorded in Official Records Book _____ Page _____ of the Public Records of Broward County, Florida (the "Lease"); and WHEREAS, the Lease Agreement and the Declaration and Supplement provide for the assignment of the possessory and use interests in the Recreation Land to the Assignee on a non-exclusive basis as more particularly set forth herein; and

WHEREAS, the definitions contained in the Lease and other Crystal Lake Documents are expressly incorporated herein.

NOW, THEREFORE, in consideration of the premises it is agreed as follows:

1. The Association hereby assigns and conveys to Assignee an undivided 1/89th interest in its right to use and enjoyment of the Recreation Land as set forth in the Lease and the Lessor consents to such assignment.

2. The Assignee assumes and agrees to perform its obligations under the Crystal Lake Documents as an Improved Lot Owner, including the following obligations:

A. Payment to the Association of a 1/89th portion of the Operating Expenses of the Lease.

B. Payment to Lessor or its nominee of the Rent as set forth in the Declaration, Supplemental Declaration and Lease.

C. The obligation to pay to the Association the Pro Rata Share of maintenance expense for the Project Area as described in the Declaration.

3. The Assignee hereby acknowledges that it has received copies of the Crystal Lake Documents and agrees to be bound by the terms and provisions therein. In particular the Assignee acknowledges that as a Lot Owner in Phase One of Oriole Homes at Crystal Lake, it is a member of the Association and subject to the lien rights of the Association and of the Lessor as set forth in the Declaration, Supplemental Declaration and Lease.

4. The Assignee agrees that it shall not assign or otherwise transfer its rights and obligations under the Crystal Lake Documents without the approval of the Association as set forth in such documents.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ORIOLE HOMES CORP.

Attest: _____ By: _____

Attest: _____ By: _____

CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC.

ASSIGNEE

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, and _____, President and respectfully, of ORIOLE HOMES CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this day of _____, 1972.

(SEAL)

Notary Public

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, and _____, President and respectively of CRYSTAL LAKE GOLF VILLAS ASSOCIATION, INC., a Florida corporation not-for-profit, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this day of _____, 1972

(SEAL)

Notary Public

My Commission Expires:

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whoseover.

Signed, Sealed and Delivered
in the Presence of:

ORIOLE HOMES CORP.

By: _____

(SEAL)

Attest: _____

Grantee _____

STATE OF FLORIDA

SS:

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ and _____, well known to me to be the _____ and _____ of ORIOLE HOMES CORP. that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY Hand and Official Seal in the County and State last aforesaid this ____ day of _____, 19 ____.

Notary Public

My Commission Expires:

STATE OF

SS:

COUNTY OF

BEFORE ME, personally appeared _____

to me known to be the person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/their free act and deed for the uses and purposes therein mentioned.

WITNESS my Hand and Official Seal this ____ day of _____, 19 ____.

Notary Public

My Commission Expires:

(seal)