Prepared by:
Russell M. Robbins, Esq.
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CERTIFICATE OF AMENDMENT TO THE BY-LAWS FOR CRYSTAL LAKE GOLF VILLAS ASSOCIATION II, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws for Crystal Lake Golf Villas Association II, Inc., as described in Official Records Book 5449 at Page 443, as amended by amendments recorded in Official Records Book 20219, Page 521, Official Records Book 26788, Page 444, Official Records Book 26788, Page 447, Official Records Book 46211, Page 1462, and Official Records Book 48957, Page 1513, all of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS	WHEREOF, we, 2016, at Deerf	have	affixed	our	hands	this	25th	day	of
		Ву:	Roe	16				_	
		Attest	· Yw	un	nd, Pres 2 Bac ker, Sec	rec		-	

STATE OF FLORIDA

COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 37 day of 2016 by Robert Freund as President and Kathryn Barker as Secretary of Crystal Lake Golf Villas Association II, Inc., a Florida corporation, on behalf of the corporation, who [X] is/are personally known to me or [] has/have produced a driver's license as identification.

Notary Public - State of Florida Printed Name: Geri Sunday

Commission Expires:

(Seal)

Notary Public State of Florida Geri S Sunday My Commission EE 838696 Expires 19/31/2016

AMENDMENT TO THE BY-LAWS FOR CRYSTAL LAKE GOLF VILLAS ASSOCIATION II, INC.

(additions indicated by underlining, deletions by "----", and unaffected language by "...")

ARTICLE V

0 E

DIRECTORS

Section A. The affairs of this Association shall be managed by a Board of <u>not</u> less than five (5), nor more than eleven (11) elected directors.

Prepared by:
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CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION FOR CRYSTAL LAKE GOLF VILLAS ASSOCIATION II, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Articles of Incorporation for Crystal Lake Golf Villas Association II, Inc., as described in Official Records Book 5449 at Page 443, as amended by amendments recorded in Official Records Book 20219, Page 521, Official Records Book 26788, Page 444, Official Records Book 26788, Page 447, Official Records Book 46211, Page 1462, and Official Records Book 48957, Page 1513, all of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of 2016, at Deerfield Beach, Broward County, Florida.

By: Robert Freund, President

Attest:

Kathryn Barker, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 25 day of 2016 by Robert Freund as President and Kathryn Barker as Secretary of Crystal Lake Golf Villas Association II, Inc., a Florida corporation, on behalf of the corporation, who [X] is/are personally known to me or [] has/have produced a driver's license as identification.

Notary Public - State of Florida Printed Name: Geri Sunday

Commission Expires: __

(Seal)

Notary Public State of Florida Geri S Sunday My Commission EE 835698 Exptros 10/31/2016

AMENDMENT TO THE ARTICLES OF INCORPORATION FOR CRYSTAL LAKE GOLF VILLAS ASSOCIATION II, INC.

(additions indicated by underlining, deletions by "----", and unaffected language by "...")

ARTICLE X

BOARD OF DIRECTORS

1. The number of members of the First Board of Directors (the "First Board") shall be Five (5). The number of members of the Board shall be increased as provided in Section 3 of this Article.

2. The names and street addresses of the persons who are to serve as the First Board are as follows:

E.E. Hubshman 7777 Margate Boulevard Margate Florida 33063

Harry A. Levy 7777 Margate Boulevard Margate Florida 33063

Conrad Williams 7777 Margate Boulevard Margate Florida 33063

Antonio Nunez 7777 Margate Boulevard Margate Florida 33063

Jacob L. Friedman 7777 Margate Boulevard Margate Florida 33063

 Membership of all Boards elected subsequent to the First Board shall be composed of the following:

There shall be at least five (5) but not more than fifteen (15) eleven (11) Directors elected by the members.

Prepared by:
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR CRYSTAL LAKE 4TH SECTION

WE HEREBY CERTIFY THAT the attached amendment to the Master Declaration of Restrictions for Crystal Lake 4th Section, as described in Official Records Book 5449 at Page 443, as amended by amendments recorded in Official Records Book 20219, Page 521, Official Records Book 26788, Page 444, Official Records Book 26788, Page 447, Official Records Book 46211, Page 1462, and Official Records Book 48957, Page 1513, all of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 25th day of 2016, at Deerfield Beach, Broward County, Florida.

By: Robert Freund, President

Attest: Havin Balk
Kathryn Barker, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this _____ day of _____, 2016 by Robert Freund as President and Kathryn Barker as Secretary of Crystal Lake Golf Villas Association II, Inc., a Florida corporation, on behalf of the corporation, who [X] is/are personally known to me or [] has/have produced a driver's license as identification.

Notary Public - State of Florida Printed Name: Gert Sundar

Commission Expires:

(Seal)



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

(additions indicated by underlining, deletions by "----", and unaffected language by "...")

ARTICLE III - USE AND OCCUPANCY OF PHASE TWO LAND

All Sites are restricted to residential use and no more than one (1) Residence may be built on a Site. Construction sheds may be placed from time to time on Phase Two Land and remain there during the course of active construction of a Residence or portion thereof, but otherwise no portable building or trailer may be placed thereon. No trade, business, professional or other type of commercial activity may be carried on upon Phase Two Land, except that nothing herein shall prohibit Developer from operating sales models and/or offices on Phase Two Land. In order to further the comfort of retired person no person shall be permitted to permanently reside in a Residence who is under the age of sixteen (16) years. No person may own more than one home on Phase Two Land and such person may only lease that sole home with approval of the Board of Directors. Ownership of more than one home for leasehold or other commercial purposes is prohibited. An Improved Lot may not be leased within thirty six (36) months from date of acquisition. Improved Lots shall not be leased, transferred, or sold without the prior written approval of the Association. Association has the right to require that a substantially uniform form of lease be used, as approved by the Board. The Association shall have the right to impose a reasonable fee in connection with any requested approval of any sale, transfer, lease or encumbrance, to defray its expenses associated therewith, including but not limited to credit and/or background checks, not exceeding any maximum fee proscribed by law from time to time. Any lease shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. No lease shall be for a period of less than six (6) months or more than twelve (12) months, and the proposed tenants shall consist of not more than two (2) persons per bedroom in any dwelling. Subleases of Improved Lots are prohibited. Improved Lots shall not be leased more than once in any six (6) month period. Notwithstanding the lease of a Lot Owner's Improved Lot, all liabilities of the Lot Owner under this Declaration shall continue unabated. The Association must either approve or disapprove a lease within twenty-one (21) days after the next Board meeting following submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable certificate of approval shall be executed by the Secretary or other authorized agent of the Association at the expense of the tenant or purchaser. If the Association fails to give the owner written notice of its approval or disapproval of the proposed lease or purchase within the aforesaid period, the lease or purchase shall be deemed acceptable to the Association. Lot Owners wishing to lease their units shall be required to place in

escrow with the Association a sum in the nature of a security deposit, up to one month's rent, which may be used by the Association to repair any damage to the common areas resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Lot Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effectuate such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Association, shall be returned to the Lot Owner within thirty (30) days after the Association has been advised in writing by the Lot Owner that the tenant and all subsequent tenants have permanently vacated the unit. The Association is hereby deemed the agent of the Lot Owner for purposes of bringing any eviction proceedings deemed necessary by the Association because of tenant's violation of this Declaration or applicable Rules. The Association and the Lot Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings must be instituted against such tenant for his eviction or for enforcement of this Declaration, with the Association having priority as to the full amount of its claim. For purposes of this Declaration, any person(s) occupying an Improved Lot in the absence or presence of a Lot Owner or approved tenant, in excess of thirty (30) days in one calendar year, shall be deemed occupying the Improved Lot pursuant to a lease, regardless of the presence or absence consideration with respect to the occupancy. The sale, transfer or lease of an Improved Lot may be made only to no more than two (2) individuals, to a husband and wife jointly, to the trustee or trustees of a trust, the beneficiaries of which are limited to no more than two (2) individuals, a husband and wife, or the lineal descendants of the husband and wife, or either of them, or to a partnership organized for the purpose of holding title to an Improved Lot and the partners of which are no more than one (1) individuals or a husband and wife. A Lot Owner may not hold title to more than one (1) Improved Lot. No more than two (2) Improved Lots shall be owned by any individual or individual(s), trustee or trustee(s), including spouses, even if titled jointly, or in partnership or by any of the partnership's partners, Sales, transfers or leases to multiple owners, trustees, partners, partnerships, except as provided herein, and sales, leases, or transfers to corporations, limited liability companies, and other such entities, are prohibited.

ARTICLE VII - RESPONSIBILITIES OF THE ASSOCIATION

The Association shall have the duty and responsibility for the following:

A. To operate and maintain the fresh water sprinkler systems to the extent constructed in Phase Two Land, and to maintain all lawns and landscaping effected thereby;

- B.A. To paint the exterior of any or all Residences, as and when deemed necessary by the Board provided at least two weeks of such intention to paint is provided to the affected Lot Owner;
- C. To maintain and repair all driveways and Thoroughfares located upon Parcel C in Phase Two Land;
- D.B. To obtain liability insurance in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for Parcel C in Phase Two Land and the Recreation Land in accordance with the Lease. Such insurance shall include but not be limited to, water damage, legal liability, hired automobiles, non-owned automobiles, and off premised employee coverage. The Association shall also obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements on Parcel C of Phase Two Land in and for the interest of the Association, its members, and their first mortgagees, as their interest may appear. The Association shall have the right to designate an insurance trustee, which shall be a trust company authorized to do business in Florida, and thereafter from time to time, the right to change the insurance trustee to such other trust company authorized to conduct business in the State of Florida, or to such other person, firm or corporation as may be acceptable to the mortgagee holding the greatest number of recorded mortgages encumbering Lots. All insurance policies shall be deposited with the insurance trustee who shall acknowledge that proceeds thereof will be held in accordance with the terms hereof. Insurance policies shall provide that all insurance proceeds shall be payable to the insurance insurance trustee. In the event of a casualty loss, the insurance trustee may deduct from the insurance proceeds collected, a reasonable fee for its services as insurance trustee. In the event the proceeds of the insurance shall be insufficient to defray the cost of reconstruction or repair, the Board shall assess the Improved Lot Owners equally to provide sufficient funds in addition to the proceeds of insurance policies to complete the necessary reconstruction and repair.
 - E.C. To review plans and specifications for all modifications to the exterior of Residences prior to the commencement of such construction in order to assure the uniform quality and appearance of the exterior of the architecture of structures, and in order to assure a quality and harmony as a residential community for retired persons.
 - F.D. To adopt rules and regulations respecting the use and enjoyment of Parcel C in Phase Two Land which rules and regulations shall not abridge the rights of Lot Owners in and to such Land as set forth in the Crystal Lake Documents.
 - G.E. To assess and collect from Improved Lot Owners their share of Operating Expenses and Maintenance Assessments as set forth in the Lease and this Declaration, respectively.

H.F. To meet with Crystal Lake Golf Village Villas Association, Inc. the Association operating Phase One Land, and such other entities to coordinate their respective rights and obligations in the use and maintenance of the Recreation Land.

ARTICLE VIII - RESPONSIBILITIES OF THE LOT OWNERS

Each Lot Owner shall have the duty and responsibility for the following:

- A. To promptly pay its share of the Maintenance Assessment and Rent as set forth in the Lease and Assumption Agreement;
- B. To maintain, repair and insure the Lot and Residence except as stated in Article VII B herein.
- C. Not to make any modification or alteration to the exterior of his Residence which shall change the appearance thereof without first obtaining written approval from the Board and providing to the Board all plans, specifications and other details as requested by the Board.
- D. To comply with the terms and provisions of the Crystal Lake Documents and any rules and regulations promulgated by the Board in accordance with the Crystal Lake Documents.
- E. To operate and maintain the fresh water sprinkler systems to the extent constructed in Phase Two Land, and to maintain all lawns and landscaping effected thereby.

ARTICLE IX - ASSESSMENTS AND LIENS AGAINST IMPROVED LOTS

- A. In order to permit the Association to perform its obligations for the maintenance, repair and administration of Phase Two Land and the Recreation Land in accordance with this Declaration and the Lease, the Association shall assess and collect from the Improved Lot Owners their share of Maintenance Assessments which share shall be as set forth in the Assumption Agreement.
- B. Maintenance assessments shall be made and determined in the following manner:
 - 1. The Board shall approve and adopt an annual budget in advance for the fiscal year and such budget shall project the anticipated Maintenance Assessment for the ensuing fiscal year.
 - After the adoption of a budget and determination of the Maintenance Assessments against the Improved Lot Owners in accordance with

their shares set forth in the Assumption Agreement the Association shall assess such sums by promptly notifying all Lot Owners by delivering or mailing notice thereof at such Owner's most recent address as shown in the books and records of the Association. The Maintenance Assessment may be payable in quarterly installments which shall be due and payable in advance to the Association on the first days of January, April, July and October regardless of whether or not members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy special assessments against each Lot, if necessary, to cover additional Maintenance Assessments. The Association shall also have the power to levy such other special assessments which may or may not be equal per Improved Lot Owner where the Board determines that the expense is for the benefit of or was necessitated by a particular Lot Owner.

- C. The Improved Lot Owners shall be personally liable jointly and severally to the Association for the payment of special as well as regular assessments made by the Association and for all costs of collecting delinquent assessments, plus interest and attorneys' fees as hereinafter provided. In the event assessments are payable in installments, the Board may accelerate the remaining installments of the annual assessment upon notice thereof to the Lot Owner whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment or assessment or accelerated assessments are not paid within twenty (20) days after their due date, the Association, through its Board, may proceed to enforce and collect the said assessments against the Lot Owner owing the same including the lien rights noted below.
- The Association shall have a lien on the Lot for any unpaid Maintenance Assessment charged to such Lot. 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, the name of the Lot Owner, the amount due and the date when due and shall relate back to the date on which the original declaration of the community was recorded except as to a mortgage from an Institutional Lender. 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 (10%) eighteen (18.0%) percent per annum The Association may also charge an from the date of recording until paid. administrative late fee not to exceed the greater of \$25.00 or five percent (5.0%) of the amount of each installment that is paid past the due date. 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 Improved Lot Owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of an Institutional Lender or other lien recorded prior to the time of recording of the claim of lien, and in the event the Institutional Lender 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, as to the Institutional Lender only and not as to any purchasers at judicial sale. 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 Improved Lot Owner shall be required to pay a reasonable rental for the Improved 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.

ARTICLE XI - MISCELLANEOUS PROVISIONS

- A. Covenant against Partition. Parcel C in the Phase Two Land 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.
- B. Enforcement. The provisions of this Declaration may be enforced by an action of law or in equity by the Lot Owners in Phase Two Land, by the Association or by Developer. In the event an action is brought the prevailing party shall be entitled to attorneys' fees.
- C. Covenants in Favor of Institutional Lenders. In order to induce Institutional Lenders, as hereinafter defined, to make individual mortgage loans on Improved Lots, the Association's right to impress a lien upon such an Improved Lot 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 retains title to such Improved Lot. Upon disposal in any manner of an Improved Lot acquired by an Institutional Lender, or when such Improved Lot is under lease by the Institutional Lender 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 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 Improved Lot shall be restored. Amendment. This Declaration may be amended at any time, and from time to time by one of the following methods:
 - 1. By approval of at least a majority of the Members who are present in person or by proxy at a duly called meeting of the Members, at which quorum is present, as evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or
 - 2. By the execution and recordation in the Public Records of an instrument executed by Members entitled to vote at least a majority of the voting interests of the Association.

- D. Amendment Requiring Mortgagee's Consent. This Declaration may not be amended without the consent of each Institutional Lender having a mortgage upon an Improved Lot.
- E. Invalidity Clause. In the event that any one of the provisions of this Declaration may be deemed invalid by a court of competent jurisdiction this shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
- F. Chapter 720, Florida Statutes. It is the intention of the Association to be bound by the provisions of Chapter 720, Florida Statutes, the "Homeowners Association Act", as the same may be amended from time to time.

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