

SUMMARY of DOCUMENTS
FOR
THE MEADOWS OF CRYSTAL LAKE

Dear Purchaser:

We are pleased to provide you with a booklet containing pertinent documents relating to The Meadows of Crystal Lake ("THE MEADOW"). The Meadows is a detached residential community being developed in Deerfield Beach, Broward County, Florida. The Meadows is not a condominium development, but is rather a single family Planned Unit Development. We have prepared certain documents which relate to The Meadows and which are intended to maintain its character as a detached, residential development. As part of this booklet, these documents have been reproduced in full as follows:

1. Form of Contract for Purchase and Sale;
2. Declaration of Covenants, Conditions and Restrictions and Title and Site Plan for the Meadows of Crystal Lake Phase 1 ("The Declaration");
3. Articles of Incorporation of The Association of The Meadows of Crystal Lake, Inc.;
4. By-Laws of The Association of The Meadows of Crystal Lake, Inc.: Initial Rules and Regulations;
5. The documents are necessarily of some length in order to properly provide for the property rights of homesite owners and to establish a workable government for the homeowners association.

In order to assist your understanding of the various documents, this Summary of Documents has been prepared which summarizes and describes each of the documents by a short statement of its purposes. This summary is intended to make the reading of the documents easier but should not be considered as a substitute for the actual reading of each document, for a complete disclosure and understanding of your rights and obligations there under.

Document 1. Agreement for Purchase and Sale

The real property upon which your house is to be constructed in The Meadows is described by a Lot number in the Agreement for Purchase and Sale. This Lot number is the same as the number of the lot shown on the Site Plan of The Meadows attached as Exhibit B to the Declaration and/or Exhibit B to the Amendment to the Declaration, which has been recorded among the public Records of Broward County, Florida. The Agreement describes the type home

to be built upon your Lot, the purchase price and all of the terms and conditions relating to your purchase.

Document 2. Declaration of Covenants, Conditions and Restrictions and Title and Site Plan (“the Declaration”).

The Declaration sets forth the basic plan for development of The Meadows and has been recorded among the Public Records of Broward County, Florida, which is the County in which The Meadows is located. This document established the land use covenants for The Meadows. Among the more important matters, this document provides for the following:

All of the real property in The Meadows shall be used for residential, detached homes only. No commercial or business occupations may be carried on and the lots may not be further subdivided.

In order to insure the safety and comfort of the owners, no animals of any kind may be kept within The Meadows except for birds or fish (see by-law Article X Section F). For aesthetic reasons, no sign of any kind shall be maintained on a homesite unless approved by the Board of Directors of The Association of The Meadows of Crystal Lake, Inc. (“Association”).

No person shall be permitted to permanently reside at The Meadows who is under the age of eighteen (18) years. In order to carry out certain of these and other covenants, the Association has been established. The Association shall give control of the erection of exterior structures within The Meadows; therefore, no fence, wall or other exterior structure may be erected or maintained within The Meadows unless the same has been approved in writing by the Association.

Excluding those portions of The Meadows which are the responsibility of the Association, such as the maintenance of lawns, and the exterior painting of all residences, and driveways, each owner has the responsibility for maintaining his property in good condition and repair and in conformity with the aesthetic standards required by the Association.

Document 3. Amendment to the Declaration

By this document, we have added to the Meadows a second phase consisting of two hundred twenty-one (221) homesites and their surrounding area of supporting land and streets. This addition becomes, for all purposes, a part of the community, and the purchaser of a home therein will enjoy all of the rights, and be subject to the same obligations, as the owners in Phase 1. A very important aspect of this document is that it finalizes the percentage share of common expense and ownership at point two five seven seven percent (.2577%) per residence.

Document 4. Articles of Incorporation

The Association has been organized as a Florida corporation not-for-profit, and its Articles of Incorporation (“Articles”), which are contained in this booklet, are filed with the Secretary of State of the State of Florida. The Association is the entity charged with the responsibilities for the operation, management and administration of The Meadows and all “Association Areas” as

defined in the Declaration to the extent of the Association's rights and obligations therein. The Articles and Declaration make each owner a member of the Association and also provide for the number, qualification and membership of the Board of Directors of the Association ("Board") and officers of the Association. The Articles also provide for the control of the Association to remain in the developer until certain stated times or events. The Articles also provide for indemnification by the Association of officers and directors for acts undertaken by reason of their being officers and directors of the Association.

Document 5. By-Laws of the Association

The By-Laws detail many of the everyday procedures by which the Association is governed. For example, the By-Laws describe how and when meetings of the members and the Board are held and the required notices of such meetings; set forth the method of establishing an annual budget of the Association; provide for the accounting records and fiscal management of the Association; and set out the powers and responsibilities of the officers of the Association.

Document 6. Rules and Regulations These have been enacted in order to make the community as pleasant a place to live as possible for all of its residents.

We have retained the right, as developer, to have a management contract hereby for a fee we will supervise, generally manage and cause the Association Areas to be maintained or in our own discretion, to enter into such an agreement with another firm or company.

As stated previously, the statements set forth above are only summary in nature and since the terms and provisions of such documents will govern the development and operation of The Meadows, each prospective purchaser should refer to the actual documents, brochure materials and this Purchase Agreement for the acknowledges receipt of the above-listed documents.

Purchaser _____

Dated: _____ Purchaser _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND TITLE AND SITE PLAN OF THE MEADOWS OF CRYSTAL LAKE- PHASE 1

This declaration made this 19th day of April, 1978 by The Meadows of Crystal Lake, Inc, a Florida corporation, with offices at 2601 East Oakland Park Boulevard, Fort Lauderdale, Florida, 33306 (hereinafter the "COMPANY"). **Witnesseth**

Whereas, the COMPANY is the owner of certain lands in Deerfield Beach, Broward County, Florida, as more particularly described in Exhibit hereto (hereinafter the "PROPERTY"); and,

Whereas, it is the intent of the COMPANY to develop on the PROPERTY a planned community of single family residences, in accordance with the Site Plan attached hereto and made a part hereof as Exhibit 9B), and to provide for the maintenance and other services set forth hereinafter as well as certain recreational amenities to serve the residents thereof; and

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

Now, therefore, the COMPANY declares that the PROPERTY is held and shall be conveyed subject to:

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

1 DEFINITIONS

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

- A. "Assessment" shall mean a share of the funds required and which are To be assessed against a Homesite and the owner thereof for the payment of the costs incurred by the Association, as hereinafter defined, for the operation maintenance and protection of the Association Areas recreation facilities, residences, homesite, easements for ingress and egress, utilities and other purposes and all other areas subject to the control and administration of the Association.
- B. "Association" shall mean and refer to the Association of The Meadows of Crystal Lake, Inc., a Florida corporation not-for-profit, and any of its successors and assigns.
- C. "Board" shall mean the Board of Directors of the Association.
- D. "By-Laws" shall mean the By-Laws of The Association of The Meadows of Crystal Lake, Inc., established for the government at the Association.
- E. " Association Areas" shall mean all that certain real property owned by the Association and held for the benefit, use and enjoyment of the members of the Association, and shall include all of the property described in Exhibit "A" hereinafter, excepting the Homesite designated as lot numbers one (1) through one sixty-two (162) and one hundred sixty-five (165) through one hundred sixty-eight (168), AS SET FORTH IN Exhibit "B" hereto (which shall be the exclusive property of the purchasers thereof), as well as any additions thereto, particularly the second phase as provided by Section XII hereinafter.
- F. "Common Expenses" shall mean the expenses to be borne by each Homesite and the owner thereof and shall be computed as a unit share of the total number of homesites located on the PROPERTY and the residential units in the second phase as provided by Section XII hereinafter; i.e., point two seven three three percent (.2733%), based upon three hundred sixty-six (366) homesites. This percentage assumes that there will be a minimum of two hundred (200) ownerships of units, however denominated, in the second phase and if there are more, the final number

of units in both phases bears to one hundred (100) percent. However, in the event that a second phase is not developed or shall be developed to include less than two hundred units at the sole discretion of the COMPANY as hereinafter provided in Section XII of this Declaration the lands described in Exhibit "C" hereof shall nevertheless be as liable for their fair share of common expenses as though such second phase were developed with two hundred (200) units For these purposes and in such even, such fair share shall be deemed to be fifty-four point six four five (54.645%) percent of the total of Common Expenses.

- G. "Common Surplus" shall mean the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues or any other sums of money received by the Association over and above the amount of the Common Expenses, and shall be owned by each of the homesite owners in the same proportion as Common Expenses.
- H. "Declaration" shall mean this document.
- I. "Homesite" shall mean the building lot or area of ground on which a residence is contained or is intended to be contained as set forth in Exhibit "B" as lot numbers one (1) through one hundred sixty-two (162) and one hundred sixty-five (165) through one hundred sixty-eight (168).
- J. "Residence" shall mean both the single-family dwelling to be constructed on a ny particular homesite and the area of ground encompassed by such residence, the boundaries of which are outlined in Exhibit "B" as lot numbers one (1) through one hundred sixty-two (162) and one hundred sixty-five (165) through one hundred sixty-eight (168).
- K. "Institutional Lender" shall mean a bank, savings and loan association, a pension trust, real estate investment trust or other private or governmental institution which is regularly engaged in the business of mortgage financing, or a subsidiary or designee of any of the foregoing, owning a mortgage on one (1) or more homesite or any of the foregoing which acquires a mortgage by assignment or through mesne assignments from a non-institutional lender.

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

II EASEMENTS

- A. Perpetual assessments are hereby reserved for the benefit of the homesite, the Association, the COMPANY and any institutional lender (and/or any governmental, private or quasi-governmental entity or agencies supplying the facilities and services described herein) for the installation, construction, reconstruction, maintenance, repair, operation and inspection of any and all utilities, inclusive of electric, gas, cable television, telephone, potable water, lighting, streets, sidewalks, drainage and sewer, and the hookup thereof to the homesite. Such easements are reserved in general across, through, over and under the PROPERTY, including all of the Association Areas, further reserving to the COMPANY and any institutional lender, their successors and assigns, a perpetual right of ingress and egress to and from the aforesaid easements and a right-of-way for the purpose of installations of any and all such facilities and for the reconstruction, maintenance, repair an inspection thereof, including the reading of any meters appurtenant to such facilities.
- B. The Association Areas are further subject to a perpetual nonexclusive easement in favor of all of the homesite and the owners thereof for ingress and egress to and from the homesite, across and through the streets, roads, walkways and sidewalks located on the PROPERTY and for the general reasonable enjoyment of all residents in the PROPERTY and their guests and invitees, as well as the heirs, successors and assignees thereof, as well as an easement and right of enjoyment in and to all recreation areas and the facilities contained therein, as originally constructed or installed by the COMPANY or subsequent thereto, which right and easement shall be appurtenant to the ownership of a homesite whether in the PROPERTY or in the second phase as hereinafter described in Section XII.

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

III. HOMESITE OWNERS' RIGHTS

The owner of a homesite shall be entitled to the exclusive use and possession thereof. Additionally, such owner shall have the right to use the Association Areas in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other homesites and, subject always to the right of the Association to enter for maintenance purposes and other proper and legal purposes of the Association, including correction of any undesirable, unhealthful or unaesthetic appearances suffered or caused by the owner above, here is hereby granted as an appurtenance to run with the title to each and every homesite, a right or license to the owner of such homesite of exclusive use of all of the Association Areas abutting the homesite on all four(4) sides thereof to a depth of five (5) feet from the outbounds of such homesite for the purpose of portable barbeques, landscaping and recreational activity, provided always that such uses and activities are not deemed by the Board, in its sole discretion, to be a nuisance to other homesite owners.

IV. ASSOCIATION MEMBERSHIP

Each and every owner of record of a homesite shall be a member of the Association and each homesite shall be entitled to one (1) vote in the affairs thereof. The vote of a homesite is nondivisible.

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

V.COMMON EXPENSES

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

- A. Taxes, insurance and expenses of administration, maintenance, operation and repair, replacement or betterment of the Association Areas and all real and personal property owned by the Association including recreation areas and facilities.
- B. Management and administration of the Association, including but not limited to compensation paid by the Association to managers, accountants, attorneys, clerical and maintenance help and all other consultants or employees.
- C. Expenses incurred pursuant to this Declaration and any other valid charges or expenses against the PROPERTY as a whole.
- D. Expenses declared to be Common Expenses by the provisions of this Declaration or of the By-Laws of the Association or any and all other instruments, documents and undertakings of the Association which are in furtherance of the reasonable and necessary activities of The Meadows of Crystal Lake, including the second phase thereof.
- E. Any other expenses designated as, or reasonable inferred to be, Common Expenses by this Declaration and other pertinent documents, and those expenses designated as Common Expenses from time to time by the governing body of the Association.

VI. RESPONSIBILITIES OF THE ASSOCIATION

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

- A. Landscaping. The Association shall maintain and care for all landscaped areas within the PROPERTY including the Association Areas, recreation area and homesite and shall be responsible for all lawns, trees and shrubbery. The owner of each individual homesite shall be responsible for maintaining the Association Areas abutting his homesite on all four (4) sides thereof to a depth of five (5) feet from the outbounds of his homesite which areas are referenced in Article III hereof. The owner of each homesite shall also be responsible for maintaining any plantings which were installed by him or any prior owners of his homesite on the Association Areas beyond this five (5) foot area from the outbounds of his homesite, which plantings can only be installed with the prior written consent of the Board of Directors.

- B. Streets, Roads, Driveways, Sidewalks and Paths. The Association shall maintain and repair any and all streets, roads, original driveways, sidewalks and paths throughout the PROPERTY, unless and until such areas or any of them shall have been accepted for dedication by the governmental authorities having jurisdiction.
- C. Recreation Area. The Association shall maintain, repair, replace and improve the recreation are, including the lake referred to in Section XIV, or any other areas of water, and any improvements thereon and any and all facilities thereof.
- D. Insurance. The Association shall obtain and maintain in full force and effect adequate liability, casualty and all other reasonably required insurance in such amounts as the Board may determine from time to time.
- E. Architectural Review. The Association shall review plans and specifications for all modifications and all construction and reconstruction to the exterior of residences.
- F. Painting. The Association shall paint the exterior of all residences, as and when deemed necessary by the Board, provided that at least two (2) weeks notice of such intention is given to the homesite owner.
- G. Rules & Regulations. The Board may from time to time adopt, or amend previously adopted, rules and regulations governing the operation, use, maintenance, management and control of the Association Areas and governing and restricting the use and maintenance, management and control of the Association Areas and governing and restricting the use and maintenance of the homesite and improvements thereon. Copies of such rules and regulations shall be furnished to homesite owner and shall be in reasonable exercise of the powers and activity of the Association based upon the overall concepts and provisions of this Declaration.
- H. Collection of Assessments. The Association shall assess and collect such assessments for expenses and maintenance from owners in their proportionate share as set forth in this Declaration.
- I. The Property. The Association shall be responsible for real and personal property taxes assessed against Association Areas, including recreation areas and personal property owned by and/or under the administration of the Association.

- J. Title to Association Areas. The Association shall be the record title owner of all of the Association Areas and the recreation area of all lands under water and shall keep such title free and clear of all adverse claims, liens and encumbrances, excepting always those which are placed by reason of mortgage loans, if any, made pursuant to powers given under the Articles of Incorporation or by the By-Laws. Nevertheless, the COMPANY may retain fee title to the Association Areas until such time as, in its sole determination shall be appropriate for the conveyance thereof, provided always, and the COMPANY hereby covenants for itself, its successors and assigns, that conveyance to the Association in fee simple free of mortgages or other liens and encumbrances other than those contemplated hereby and to be reasonably inferred herefrom, current taxes and governmental statutes, ordinances and requirements shall be accomplished no later than June 30, 1981.
- K. Courtesy Bus Services. The Association shall be empowered to provide bus service to those residents requiring same, and, to the extent that space is available, in a bus or other vehicle to be provided at the expense of the Association.

VII. RESPONSIBILITIES OF THE HOMESITE OWNER

- A. To keep and maintain his Residence and its equipment and appurtenances in good order, condition and repair and to perform promptly all maintenance and repair work necessary to keep his residence in a good state of repair and in conformity with the aesthetic standards required by the Association.
- B. To obtain the prior written consent of the Association before undertaking any modifications or improvements & changes, construction or reconstruction of any kind in any areas for which the Association has maintenance responsibility, or for modification, improvements, changes, construction or reconstruction to the residence as constructed by the COMPANY on the homesite.
- C. To promptly pay when due his proportionate share of any and all expenses and assessments of the Association.
- D. To comply with the rules and regulations as promulgated by the Association pursuant to its By-Laws.

VIII. ASSESSMENTS AND LIENS

- A. Annual Assessments. The Common Expenses set forth in Section V hereof shall be fixed and determined from time to time by the Board which shall determine the sum or sums necessary an adequate to pay the expenses of the Association. The Annual assessment therefore shall be determined by the Board based upon an estimated annual budget which shall be prepared thirty (30) days prior to the fiscal year of the Association. Such fiscal year shall begin on the first day of January. Assessments shall be payable monthly, bi-monthly or quarterly, in advance as the Board may determine and unless otherwise ordered by the Board, shall be due in advance on the first day of the applicable month. Each homesite owner shall become liable for its share of Association or Common Expenses from and after the first day of the month following the date of the deed of conveyance pertaining to such homesite from the COMPANY to its initial grantee.
- B. Specific Homesite Use Assessment. The Association, by and through its Board of Directors, may from time to time make a Specific Homesite Use Assessment applicable to a particular homesite, whether improved or unimproved and without respect to other homesites within the PROPERTY, when it appears to a majority of the Board that the costs of maintenance, repair, replacement and/or protection of such homesite is in excess of the generally required of other homesite within the PROPERTY.
- C. Lien for Assessment. The Association shall have a lien on each homesite for any unpaid assessments, together with interest thereon at he maximum rate allowed under law from due date, against the owner of such homesite, together with a lien on all personal property located upon said homesite, except that such liens shall be subordinate to any permanent first mortgage of record of recognized bank, savings and loan association or other lending institution. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the filing and enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens and encumbrances which may be required to be advanced by the Association in order to preserve and protect such liens shall be payable to the homesite owner and secured by such liens. The Association's liens shall also include those sums advanced on

behalf of each homesite owner in payment of his obligation for use charges and operation costs elsewhere referred to as Common Expenses.

- D. Subordination. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and institutional first mortgages as aforesaid. Nevertheless, homesite encumbered by such mortgages are liable for assessments herein and subject to the lien; however, the sale or transfer of such homesite pursuant to a decree or judgment of foreclosure or Conveyance in lieu thereof shall be free and clear of such liens (without discharge of the underlying debt) which are chargeable to the former unit owner as a result of assessments which became due prior to acquisition of title as a result of such foreclosure or conveyance in lieu thereof, unless a claim of lien has been recorded prior to the recordation of such foreclosed mortgage. A first mortgagee acquiring title to a homesite as a result of foreclosure or otherwise may not, during its period of ownership thereof, be excused from the payment of Common Expenses coming due during the period of such ownership.
- E. Collection and Foreclosure. The Board may take such action as it deems necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association.

IX. ASSOCIATION

- A. Organization. In order to provide for the efficient and effective administration of the PROPERTY, a not-for-profit corporation known and designated as The Association of the Meadows of Crystal Lake, Inc. has been organized under the laws of the State of Florida, and said corporation shall administer the operation and management of the PROPERTY, as well as the second phase when, and if same shall have been developed, and undertake and perform all actions and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration and in accordance with the terms of the Articles of Incorporation of the Association from time to time.
- B. Limitation upon liability of the Association. Notwithstanding the duty of the Association to maintain or repair portions of the PROPERTY, the Association shall not be liable to

homesite owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

- C. Restraint upon Assignment of Shares and Assets. Neither the membership nor the share of a member in the funds and assets of the Association may be assigned, hypothecated or transferred in any manner except as an appurtenance to his homesite.
- D. Membership. The record owners of homesite in the PROPERTY and in the second phase as provided by Section XII, hereinafter shall be members of the Association and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to or fee interest in a homesite, whether by conveyance, devise, judicial decree or otherwise subject to the provisions of this Declaration, and by the recordation among the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the homesite affected thereby and by the delivery to the association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner shall be terminated.
- E. Voting. On all matters to which the membership shall be entitled to vote, there shall be only one (1) vote for each homesite.

X. RESTRICTIVE COVENANTS

A. Uses and Structures.

- 1. No structure shall be erected, altered, placed or permitted to remain on any homesite other than a detached single-family dwelling not exceeding two (2) stories in height and a private attached garage for not more than two (2) cars. No motor vehicle other than a private passenger type shall be garaged or stored in any garage or driveway or on any homesite. However for so long as the garage door remains closed the homesite owners shall be permitted to garage or store a motor vehicle or boat within the garage.

2. No Residence or any part thereof shall be used for any purpose except as a private dwelling for one (1) family. No business or trade of any kind or noxious or offensive activity shall be carried on upon any homesite, within or without the Residence; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such temporary structure shall be erected or used on any homesite in no event shall such temporary structure be used as living quarters.

B. Architectural Control.

1. No structure shall be erected, altered, placed or permitted to remain nor shall construction commence on any homesite until the design, construction specifications and a plan showing the location of the structure, alteration, deletion or modification have been approved in writing by the Board as to quality, design and materials, harmony with existing structures, and as to location with respect to topography and finished grade elevation. In the event that the Board fails to approve or disapprove any design, location, the kinds of material to be used in a building or any other function required by these covenants to be performed by it within sixty (60) days after receipt or a written request to do so, then such approval of the Board shall not be required. In no event will the Board's approval be unreasonably withheld nor will any change be made.
2. All approved buildings, alterations, deletions or modifications shall be completed within six (6) months from commencement of construction.
3. Anything herein contained shall not be deemed to apply to the COMPANY in any of its planning, construction, or sales and marketing activities, which are specifically exempted therefrom.

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

- D. Antennas and Towers. No radio, television or similar antenna or tower shall be erected on any homesite or attached to any Residence.
- E. Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any homesite nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any homesite. No derrick or other structure designed for use in boring for oil or natural gas shall be erected maintained or permitted upon any homesite.
- F. Animals. No dogs, cats, reptiles, livestock or animals of any kind shall be raised, bred or kept on any homesite, except that birds, fish and other similar small common household pets may be kept on any homesite. Any bird, fish or other similar small common household pet shall not be allowed to constitute a nuisance. Any such pet that in the sole discretion of the Board of Directors, is deemed to constitute a nuisance, may be required to be removed from the property on a permanent basis.
- G. Fences and Hedges. No fence, wall or hedge shall be permitted in connection with the use of occupancy of any homesite, without the prior written approval of the Board.
- H. Mechanical Equipment. Any electrical or mechanical equipment, if otherwise visible from any street, shall be completely shielded there from by shrubbery or by an enclosure that conforms in architecture, material and color the residence.
- I. Garbage and Rubbish. Garbage or rubbish shall not be dumped or burned or allowed to remain on any homesite except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the residence for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times, such receptacles shall be placed on the side of the homesite so as not to be visible from the road if possible.
- J. Signs. No billboards, signboards or advertising devices visible from the exterior of the homesite shall be maintained on or in any homesite except with the prior written approval of the Board.
- K. Age Limitation on Permanent Residents. In order to preserve the intent to develop the PROPERTY as an adult-oriented community and to further assure the welfare and full

enjoyment of adults, senior citizens and retirees, no one shall be permitted to reside on the PROPERTY under the age of eighteen (18) years. This provision is not meant to prohibit or inhibit transient guests and invitees, provided that such persons may not reasonably be construed to be residents. They will be deemed to be residents if they remain on the PROPERTY for a total of more than one (1) month in any given twelve (12) month period.

L. Community for Older Persons. The PROPERTY is intended and shall be operated as “housing for older persons” as such term is defined in the Federal Fair Housing Amendments Act of 1988.

1. Occupancy. At least eighty percent (80%) of the homes within the PROPERTY shall be occupied by at least one person 55 years of age or older.
2. Board Authority. The Board of this association is hereby authorized to promulgate such rules and take such actions as are necessary to carry out the intention herein expressed that this community be “housing for older persons”.

XI. MAINTENANCE OF THE COMMUNITY

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

A. Transfer Subject to Approval.

3. Sale. No owner may dispose of a homesite or any interest therein by sale without approval of the Association except to another homesite owner.
4. Lease. No owner may lease or rent a homesite without the approval of the Association. In no event may any homesite owner lease or rent his homesite for a period of less than three (3) months and a homesite owner may not lease or rent his homesite more than one (1) time per year, with the exception where a lease terminates due to an eviction or demise of the lessee.
5. Gift. If a homesite owner shall acquire title by gift, the continuance of such ownership shall be subject to the approval of the Association.

6. Devise or Inheritance. If any owner shall acquire title by devise or inheritance, the continuance of such ownership shall be subject to the approval of the Association.
 7. Other transfers. If any owner shall acquire title by any manner not heretofore covered by the foregoing, the continuance of such ownership shall be subject to the approval of the Association.
 8. No owner may transfer a homesite or any interest therein to a Business Partnership or a Corporation by sale, lease, or gift. This provision is subject to the exceptions set forth in Article XI. D.1
- B. Approval by the Association. Approval of the Association required for the transfer of ownership of homesite shall be obtained in the following manner:
1. Notice to Association.
 - a) Sale. An owner intending to make a bona fide sale of his homesite or of any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser, an executed copy of the proposed sales contract, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the owners options may include a demand that the Association furnish a purchaser for the homesite if the proposed purchaser is not approved.
 - b) Lease. An owner intending to make bona fide lease or rental shall give the Association notice of such intention together with the name and address of the intended lessee, such other information concerning the intended lessees the Association may reasonably require, and an executed copy of the proposed lease.
 - c) Gift, Devise, Inheritance, Other Transfers. An owner who has obtained his title be a gift, devise inheritance or by other manner not heretofore considered shall give the Association notice of the acquisition of his title, together with such other information as the Association may reasonably

require, and a certified copy of the instrument evidencing the owners title.

- d) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring membership or possession of a Homseite, the Association at its election and without notice may approve or disapprove the transaction of ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- e) Costs. The owner who is required to give notice to the Association of a transfer of a Homesite shall pay a reasonable fee to the Association in an amount determined by the regulations to cover the costs incident to the determination of approval. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the Homesite owner liable for the payment.

2. Certificate of Approval.

- a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.
- b) Lease or Rental. If the proposed transaction is a lease or rental, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, such approval shall be stated in a certificate executed by the President and Secretary in recordable form which shall be delivered to the lessee.
- c) Gift, Devise, Inheritance, Other Transfers. If the homesite owner giving notice has acquired his title by gift, devise, inheritance or in any other

manner not approved by the Association, then within thirty (30) days after receipt of such notice an information, the Association must either approve or disapprove the continuance of such ownership of such homesite. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the homesite owner and shall be recorded in the Public Records of Broward County, Florida at the owner's expense.

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

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

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

- b. The purchase price shall be paid in cash or upon terms approved by the seller.
 - c. The sale shall be closed within thirty (30) days after the delivery of mailing of said agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.
 - d. A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.
 - e. If the Association shall fail to provide a purchaser upon the demand of the homesite owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.
2. Lease or Rental. If the proposed transaction is a lease or rental, the owner shall be advised of the disapproval in writing, and the lease or rental shall not be made. This determination to disapprove shall not be made without reasonable cause which cause need not be set forth in the disapproval in writing to the homesite owner.
3. Gifts, Devise, Inheritance, Other Transfers. If the 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 owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the owner an agreement to purchase by a purchaser, approved by the

Association who will purchase and to whom the owner must sell the homesite upon the following terms:

- a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of such agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the homesite; and a judgment of specific performances of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- b. The purchase price shall be paid in cash or upon terms approved by the seller.
- c. The sale shall be closed within ten (10) days following the determination of the sale price.
- d. A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.
- e. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the homesite owner.

4. Exceptions. The foregoing provision of this Declaration entitled, Maintenance of the Community, shall not apply to a transfer to or purchase by an Institutional Lender which acquires its title as the result of owning a mortgage upon the homesite concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquired the title to a homesite at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.
5. So long as the Company shall own any homesite whether by reacquisition or otherwise, the Company shall have the absolute right to lease, sell or mortgage same to any person, firm or corporation, upon terms and conditions as it shall deem to be in its best interests, and as to the lease, sale or mortgage of same by the Company, the rights of notice and consent herein, granted to the Association shall not be cooperative or effective in any manner.
6. Unauthorized Transaction. 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.

XII. SECOND PHASE

The PROPERTY and the facilities appurtenant thereto are the first phase of a possible two phase community to be developed by the COMPANY, without, however, imposing upon the COMPANY any obligation to construct such second phase. The second phase, if any, will be built within the outbounds of the area described in Exhibit C attached hereto and made a part thereof. If, as and when such second phase is constructed, it will share with the residents and the homesite owners of the first phase, the use of the recreation facilities located on the PROPERTY and all Association Areas

an the easements set forth in Section II hereof, provided, however, that such second phase shall consist of no less than two hundred (200), nor more than two hundred ninety-four (294), residential units. In order that there may be unity of policy, procedure, management, purposes and sharing of expenses common to all homesites in both phases both such phases shall be operated by the Association.

The share of the second phase, or of residential units contained therein, for Common Expenses, as more particularly computed in Section I.F, herein above and Section XIII herein below, shall be chargeable as a lien or liens against such residential units when and if the second phase is constructed, or against all of the lands described in Exhibit C if the second phase is not constructed; provided always, that if the second phase is not constructed, the maximum liability of the then owner of the lands described in Exhibit C for Common Expenses, an the amount of the maximum lien therefore shall be fifty-four point six four five percent (54.64%) of the total of Common Expenses. Common Surplus shall be handled in the same manner as Common expenses for the purpose of determining the fair share thereof to ensure to each owner of a residential unit in the second phase, if it is constructed. If the second phase is not constructed, the then owner of the lands described in Exhibit C shall be entitled to fifty-four point six four five percent (54.645%) of the total of Common Surplus.

XIII. SHARING OF COMMON EXPENSES

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

- A. The maximum share of any homesite shall be point two seven three three percent (.2733%), in the event that the second phase is not constructed, and the balance of the Common Expenses in the event; i.e., fifty-four point six four five percent (54.645%) thereof, shall be borne by the then owner of the lands in Exhibit C.
- B. If the second phase is constructed, and the ownership of residential units therein, however denominated, are no more than two hundred (200), the percentage share of each homesite shall remain the same as above provided, and the share of said residential units in the second phase shall be equal thereto.
- C. If the second phase is constructed, and the ownership of residential units therein, however denominated, is more than two hundred (200), up to the maximum permitted in Section XIII above, the percentage share of each homesite shall be as provided by Section I.F, and the share of residential units in the second phase, however denominated, shall be equal thereto.

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

XIV. THE LAKE

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

denominated, in the second phase. Maintenance and operation of the lake described in Exhibit "D" shall be the obligation of the Association and part of the Common Expenses thereof.

XV. AMENDMENTS

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

It is further provided that in order to be effective, any amendment to this Declaration must be recorded among the Public Records of Broward County, Florida.

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

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

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

and the second phase, however denominated, or of Association Areas, including the lake.

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

XVI. VIOLATIONS is amended in full to read:

Violations of any covenant or restriction may be remedied by the COMPANY, its successors or assigns or by the Association, and the expense thereof shall be chargeable to the then owner of the homesite and be payable upon demand. The foregoing shall be alternative, or in addition, to the enforcement provisions of Section XVII, hereinbelow.

XVII. ENFORCEMENT is amended in part by adding the following sentence to the end of article XVII as it now appears:

The prevailing party in any such proceeding shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees as may be awarded by the court, and this shall include costs and fees in appellate proceedings. Enforcement shall be by proceedings at law or in equity, or by the levying of fines and/or suspension of Association Area and Recreation Area use rights as set forth in the By-laws of the Association, the Meadows' fine system has been changed to the state fine system.

XVIII. SEVERABILITY

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

IN WITNESS WHEREOF, the COMPANY has caused this instrument to be executed by the properly authorized officers and seated with the corporate seat this 10th day of April, 1978.

THE MEADOWS OF CRYSTAL LAKE, INC

By: Robert C. Radice, President

(SEAL)

Attest: Charles F. Radice, Secretary

State of Florida

As

County of Broward

The foregoing instrument was acknowledged before me this 19th day of April 1979 by Robert C. Radice and Charles F. Radice, President and Secretary, respectively, of The Meadows of Crystal Lake, Inc., a Florida Corporation, on behalf of the Corporation.

Helen M Whalen

My Commission expires: December 17, 1980

Book 7526 Page 47 et sig. 4-21-78 Broward County

(PROPOSED)
AMENDMENT TO DECLARATION
OF
THE MEADOWS OF CRYSTAL LAKE- PHASE I
TO ADD PHASE II
AND TO MAKE FURTHER AMENDMENTS REQUIRED THEREBY

This amendment to the DECLARATION herein after referred to made this 11th day of August, 1978 by THE MEADOWS OF CRYSTAL LAKE, INC., a Florida corporation, with offices at 2601 East Oakland Park Boulevard, Fort Lauderdale, Florida 33305 (hereinafter the COMPANY)

WITNESSETH:

Whereas, heretofore, on the 19th day of April, 1978, The COMPANY executed that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions and Title and Site Plan of the Meadows of Crystal Lake- Phase 1" (the DECLARATION) which instrument was recorded on April 21, 1978 among the Public Records of Broward County in Official Records Book 7526 at Page 457 et seq.; and

Whereas, the DECLARATION subjected the lands described in Exhibit "A" thereto as the first phase of a regime intended as a planned community of single family residences; and

Whereas, Section XV of the DECLARATION specifically reserved to the COMPANY the right to alter or amend the DECLARATION in order to annex or add the lands described in Exhibit "C" thereto as a second phase of such planned community, with all of the rights and obligations set forth in the DECLARATION, and particularly Section XII thereof; and

Whereas, by this instrument (the Amendment) the COMPANY now wishes to annex or ad such second phase lands (so described in the DECLARATION as exhibit "C") described in Exhibit "A" hereto, and referred to hereinafter as the PROPERTY, and to make all other amendments to the DECLARATION incident thereto.

Now therefore, the COMPANY declares that the PROPERTY:

- A. Is hereby annexed or added to the lands already subject to the DECLARATION; and
- B. Is held and shall be conveyed subject to each and every of the same covenants, conditions and restrictions described in the DECLARATION as though same were set forth herein verbatim and at length, except as they may be further altered as specifically set forth hereinafter. Said covenants, conditions and restrictions shall run with the PROPERTY as described herein, concurrently and for the same period or periods as the other lands subject to the DECLARATION and in accordance with the terms thereof, as to changes thereto in whole or in part; and
- C. Is held and shall be conveyed subject to the covenants referred to in Section 11 of the DECLARATION, and which shall be perpetual in duration. And the COMPANY does further declare:
- D. That Association Areas as defined in Section 1 of the DECLARATION is hereby amended to include all of the PROPERTY described in Exhibit "A" hereto, excepting the homesites designated as lot numbers 169 through 389 as set forth in Exhibit "B" hereto (which shall be the exclusive property of the purchasers thereof).
- E. That the terms homesite and residences as defined in Section 1 of the DECLARATION shall be deemed to include, without limitation, all of the building lots or areas of ground designated as homesite lot numbers 169 through 389 as set forth in Exhibit "B" hereto.
- F. That for all purposes, The Meadows of Crystal Lake shall henceforth be deemed to include both the first and second phases thereof as contemplated by the DECLARATION, and that in accordance with Section XIII thereof (and anything to the contrary in the DECLARATION, particularly Section 1F, thereof, to the contrary notwithstanding) the shares of each and every homesite in both phases of The Meadows of Crystal Lake for "Common Expenses" and "Common Surplus", as defined in the DECLARATION, and for all other purposes, is hereby amended as of the date of this Amendment to be point two five seven seven percent (.2577%).

In witness whereof, the COMPANY has caused this Amendment to be executed by its properly authorized officers and sealed with its corporate seal this 11th day of August 1978.

The Meadows of Crystal Lake, Inc.
By: Robert Radice, President
Attest: Charles Radice, Secretary

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 11th day of August, 1978 by Robert C. Radice and Charles F. Radice, President and Secretary, respectively, of the Meadows of Crystal Lake, Inc. a Florida corporation, on behalf of the corporation.

Helen M. Whalen, Notary Public
My Commission Expires Dec. 17, 1980

**Articles of Incorporation
Of
The Association of the Meadows of Crystal Lake Inc.**

The undersigned hereby associate themselves into a corporation not for profit pursuant to Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I – NAME

The name of the corporation shall be THE ASSOCIATION OF THE MEADOWS OF CRYSTAL LAKE, INC. (hereinafter referred to as the Association).

ARTICLE II – PURPOSE

The Association is organized in order to create a legal entity for the operation of The Meadows of Crystal Lake – Phase 1, a planned unit development of a residential community and as such to administer to the common interests and to oversee the performance of the obligations of said The Meadows of Crystal Lake (hereinafter referred to as the PROPERTY), all as more fully expressed in the Declaration of Covenants; Conditions and Restrictions and Title and Site Plan of The Meadows of Crystal Lake – Phase 1 (the Declaration) which Declaration applies to those certain lands located in Broward County, Florida, as more particularly described in Exhibit “A” attached hereto and made a part hereof.

Additionally, the Association will be the entity for the operation of an additional, or second phase of the development proposed to be created on lands adjacent to the Property as described in Exhibit “B” attached hereto and made a part hereof, if, as and when such additional or second phase is created or constructed.

These purposes include operation and management of all Association Areas as they are defined in the Declaration aforesaid and all recreation areas of The Meadows of Crystal Lake, and all proper administrative functions and obligations reasonably incidental thereto.

ARTICLE III – POWERS

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

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida which are not in conflict with terms of these Articles.
2. The Association shall have all of the powers and duties reasonably necessary, in order to attend to the proper administration, operation and management of the Association Areas and amenities as set forth in the Declaration aforesaid, including, but not limited to the following:
 - a) To make and collect assessments against members of the association to defray costs, expenses and liabilities thereof
 - b) To use the proceeds of assessments in the exercise of its powers and duties;
 - c) To buy or lease both real and personal property for the proper uses and purposes of the Association and to sell or otherwise dispose of property so acquired;
 - d) To undertake the maintenance, repair, replacement and operation of the Association property and of the Association Areas administered by the Association, or an such property leased b the Association;
 - e) To purchase insurance upon all property owned, leased or managed by the Association, or any such property leased by the Association;
 - f) To reconstruct Association Areas and recreation area improvements after casualty and construct further improvements of such areas as needed;
 - g) To make and amend reasonable regulations and respecting the use of the property;
 - h) To approve or disapprove the transfer, mortgage, leasing, possession and ownership of homes in the Property aforesaid as may be provided by the Declaration and any amendments thereto as well as the Bylaws of the Association;

- i) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and any and all resolutions, directions and instructions of the members of the Association and its Board of Directors;
 - j) To contract for the management of the Association Areas and recreation areas and amenities and to delegate such management duties to a qualified person, firm or corporation, as to all powers and duties of the Association except such as are otherwise reserved;
 - k) To contract for the management and operation of portions of the Association Areas an recreation areas amenable to separate management and operation, and to lease the same, and;
 - l) To employ personnel necessary to perform the services required for all of the functions reasonably contemplated herein or contemplated hereby.
3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, hereof, subject always to disbursement in accordance with the Association's lawful uses and purposes.
4. The Association shall make no distribution of its income to its members, directors or officers.
5. The Association shall not have the power to purchase a home within the Property except at sales in foreclosure of liens for assessments for Common Expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members of the Association.

ARTICLE IV – MEMBERS

1. The members of the Association shall be all of the record owners of homesites in the Property, together with the record owners of residential units, however denominated, in the second phase thereof, if, as and when such additional or second phase is created or constructed.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to a homesite in the Property and the delivery to the Association of a certified copy of such instrument thereby becoming a member of the Association. The membership in Association of the prior owners shall be thereby terminated.
3. Irrespective of the number of fractional interests of ownership in a homesite, there shall be only one (1) member vote per homesite.
4. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the homesite.
5. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V – DIRECTORS

1. The affairs of the Association will be managed by a board consisting of the number of directors as shall be determined by the Bylaws of the Association, but shall be not less than three (3). All directors must be homesite owners.
2. The directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaw. Directors may be removed, and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.
3. The first election of directors by homesite owners other than the developer of the Property, shall not be held until the happening of the earliest of the events described in Article VII hereof.
4. The directors named herein shall serve until the first election of directors by Association members, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5. The names and addresses of the member of the first board of directors, who shall hold office until their successors are elected and have qualified or until removed, are as follows:

Charles F. Radice 2601 East Oakland Park Boulevard

Fort Lauderdale, Florida 33306

Robert C. Radice 2601 East Oakland Park Boulevard

Fort Lauderdale, Florida 33306

Lee C. Vona 2601 East Oakland Park Boulevard

Fort Lauderdale, Florida 33306

ARTICLE VI- OFFICERS

The affairs of the association shall be administered by the officers named in these Articles of Incorporation until they are removed or their successors are elected. After the first election of directors by the membership of the Association, the officers shall be elected by the board of directors. The Names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

President: Charles F. Radice	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
Vice President: Robert C. Radice	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
Vice President: Lee C. Vona	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
Secretary: Charles F. Radice	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
Treasurer: I.W. Schock	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306

ARTICLE VII- CONTROL

Notwithstanding any and all other provisions of these Articles of Incorporation, until such time as the developer of the Property complete the construction and installation of contemplated improvements to the Property, including, without limitation, buildings, streets, lighting, utilities an recreational amenities to the Property and to the second phase thereof; or completes the sale of homesites in the Property and/or in the second phase thereof; or sooner elects to transfer control to the members of the Association; but in no event later than June 31, 1981 the sole an exclusive control over all of the affairs and other matter of the Association shall be and remain with the Meadows of Crystal Lake, Inc., its successors or assigns, which shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of control as aforesaid, all members of the Association other than The Meadows of Crystal Lake, Inc. shall have a non-voting membership in the Association.

ARTICLE VIII – INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including, counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or have been a director or officer of the Association at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the board of directors approve 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 directors or officer may be entitled.