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RECORD AND RETURN TO

JAMES A. CABLER, JR.  
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FT. LAUDERDALE, FLA.

D E C L A R A T I O N

OF

C O N D O M I N I U M

CRYSTAL GREENS NORTH

A Condominium

MADE this \_\_\_ day of September, 1973, by CRYSTAL GREENS DEVELOPMENT COMPANY, INC., a Florida corporation, herein called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1965 and amendments thereto, herein called the Condominium Act.

1. Name and Address. The name by which this condominium is to be identified is CRYSTAL GREENS NORTH, a condominium, and its address is 4291 N.W. 9th Avenue, Pompano Beach, Florida 33060.

2. The Land. The lands owned by Developer which are hereby submitted to the condominium form of ownership are the following described lands lying in Broward County, Florida:

Lots 31 and 32 in Block 2 of CRYSTAL LAKE 1ST SECTION, as recorded in Plat Book 58, Page 39 in the Public Records of Broward County, Florida.

2. Definitions. The terms used herein or in the exhibits attached hereto shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires.

1. Apartment means unit as defined by the Condominium Act.

2. Apartment owner means unit owner as defined by the Condominium Act.

3. Association means CRYSTAL GREENS NORTH, INC., a Florida non-profit corporation, and its successors.

4. Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

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5. Common Expenses includes:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association; taxes, special assessments, insurance, maintenance, operation, repair, replacement, alteration or improvements of facilities and parking area located upon the land subject to and including the recreational accessment as set out in the reservations and restrictive covenants recorded May 6, 1964, in Official Records Book 2803, Page 256, of the Public Records of Broward County, Florida, and the amendment to restrictions recorded December 30, 1964, in Official Records Book 2934, Page 274, of the Public Records of Broward County, Florida.

(b) Expenses declared common expenses by provisions of this Declaration or by the By-Laws.

(c) Any valid charge against the condominium as a whole.

6. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

7. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all the genders.

8. Utility Services as used in the Condominium Act and construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewer disposal.

3. Development Plan. The condominium is being developed in the following manner.

1. Survey. A survey of the land is attached as Exhibit "A".

2. Plans. The improvements to be placed upon the land will be constructed by Developer substantially in accordance with the plans and specification therefore prepared by Robert F. Dickinson, 25 East Acre Drive, Plantation, Florida a portion of which plans are attached hereto as the following Exhibits:

- |             |   |
|-------------|---|
| Exhibit B-1 | Plot plan, showing location of building on the land |
| Exhibit B-2 | First Floor Plan                                    |
| Exhibit B-3 | Second Floor Plan and Typical Floor Plan            |
| Exhibit B-4 | Elevation Plan                                      |

3. Amendment of Plans.

(a) This Declaration of Condominium may be

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amended by the filing of such additional plans as may be required to adequately describe the improvements of the condominium and in order to show the completion of improvements. Such completion may be shown by a certificate of an architect, engineer or surveyor certifying that the contemplated improvements have been construed substantially as herein represented or if not so construed, then designating the changes made. Such plans or certificates, when filed and acknowledged by Developer shall constitute an amendment of this Declaration without approval of the Association, apartment owners, or lienors, or mortgagees of apartments, or of the condominium, whether or not elsewhere required for amendment.

(b) Alteration of Apartment Plans.

Developer reserves the right to change the interior design and arrangement of all unites, and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without the amendment of this Declaration by approval of the Association, apartment boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terraces and other portions of the building serving such apartments.

4. The Apartments. The apartments of the condominium are more particularly described and the rights of their owners established as follows:

1. Apartments Named and Located. The following named apartments are located on the first floor as shown on Exhibit B-2: Apartments 101-105. The following named apartments are located on the second floor as shown on Exhibit B-3: 201-205.

2. Appurtenances to Apartments. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartments, including but not limited to the following items, which are appurtenant to the several apartments as indicated:

(a) Common elements and common surplus. An undivided one-tenth (1/10) fractional interest in the common elements and common surplus to each apartment.

(b) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

(c) Automobile Parking. Parking spaces to accommodate one (1) automobile for each apartment. The Developer reserves the right to initially designate the parking area for each apartment owner. Thereafter, each parking space will be assigned pursuant to the rules and regulations of the Association. The Association will keep a master list of parking assignments to the parking area. After assignment, each parking space, upon resale or transfer of the apartment will pass as appurtenant to the apartment. Any changes in parking designations will be made pursuant to the rules and regulations of the Association.

3. Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common

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expenses, such share being the same as the undivided share in the common elements which is appurtenant to his apartment.

5. Maintenance, Alteration and Improvement. The responsibility for the maintenance of the condominium property and the alteration and improvement thereof, shall be as follows:

1. Apartments.

(a) By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary wall of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(3) All incidental damage caused to an apartment by such work shall promptly be repaired at the expense of the Association.

(b) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(c) Alterations and Improvements. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alterations in the portions of an apartment which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all of such work, prepared by an Architect licensed to practice in this state, shall be filed with the Association prior to the start of the work.

2. Common Elements.

(a) By the Association. The maintenance and

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operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than Seventy-five (75%) percent of the common elements as provided by the By-Laws. Failure of any owner or owners to approve of an alteration or improvement approved by owners of Seventy-five (75%) percent of the common elements shall not relieve such owner or owners of their respective shares of the costs thereof.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

1. Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, same as his undivided share in the common elements.

2. Interest; Application of Payments. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent per annum from the date when due, until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

3. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the association incident to the collection of such assessment or enforcement of such lien.

4. Rental Pending Foreclosure. In any foreclosure of lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association. The operation of the condominium shall be by CRYSTAL GREENS NORTH, INC., a corporation not for profit under the laws of the State of Florida, which shall be organized and shall fulfill its functions to the following provisions:

1. Articles of Incorporation. The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit "c".

2. By-Laws. The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached as Exhibit "d".

3. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repairs caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

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4. Restraint Upon Assignment of Shares in Assets. 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 his apartment.

5. Approval and Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. The insurance other than title insurance which shall be carried upon the condominium property, and the property of the apartment owners, shall be governed by the following provisions:

1. Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provision shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereafter designated and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

2. Mortgage Approval. So long as the United Federal Savings and Loan Association shall hold a mortgage upon an apartment said mortgagee shall have the right to approve the insurer on all insurance policies covering condominium property, and the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This subparagraph shall be construed as a covenant for the benefit of and may be enforced by United Federal Savings and Loan Association.

3. Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or Damage by Fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

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(c) Workmen's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

5. Insurance Trustee: Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) Where the building is to be restored -  
- for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner which cost shall be determined by the Association.

(2) When the building is not to be restored -  
and individual share for each apartment owner, such share being the same as the individual share in the common elements appurtenant to his apartment.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any rights to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to an apartment owner and mortgagee pursuant to the provisions of this Declaration.

6. Distributions of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

7. Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver released upon the payment of claims.

9. Reconstruction of Repair - after casualty.

1. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment Building

(1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which seventy-five (75%) per cent of the common elements are appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within 180 days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

(2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than seventy-five (75%) percent of the common elements are appurtenant are found by the Board of Directors for the Association

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to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within 180 days after the casualty the owners of seventy-five (75%) percent of the common elements agree, in writing, to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than seventy-five (75%) percent of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

4. Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the costs of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

6. Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

7. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If costs of reconstruction and repair which are the responsibility of the Association are more than Five Thousand Dollars the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction, and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an Architect qualified to practice in the State of Florida and employed by the Association to supervise work.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from the insurance proceeds. If costs of the construction and repair for which the fund is established such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise nor whether a disbursement is to be made from the

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construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount of be paid; provided, that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

1. Apartments. Each of the apartments shall be occupied only by an owner, his servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby. All residents whether permanent or as lessee occupying the apartment shall be at least 16 years of age.

2. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazards to exist. No apartments owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the condominium property.

4. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Leasing. The leasing of less than an entire apartment is prohibited and no transient tenants shall be accommodated.

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6. Signs. No signs shall be displayed from an apartment, or shall any sign be placed in or on any window or on any common property except such signs as shall have the advance written approval by the Developer or the Association.

7. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium, upon request.

8. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments and Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe.

1. Transfers Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner.

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

(a) Notice to Association.

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

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

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

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

(b) Certificate of Approval.

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

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

(3) Gift, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership or his apartment. 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 apartment owner and shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

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

3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment 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 apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

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

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

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

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

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall

default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gifts; Devise or Inheritance; Other Transfers. If the apartment 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 apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

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

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

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

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

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

4. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association, except to a bank, life insurance company, or a Federal Savings and Loan Association. The approval of any mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or Federal Savings and Loan Association which requires its title as the result of owning a mortgage upon the apartment

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concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall provisions apply to a transfer, sale or lease by a bank, life insurance company or Federal Savings and Loan Association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

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

12. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

2. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, the By-Laws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

3. No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Except as elsewhere provided otherwise this Declaration of Condominium may be amended in the following manner:

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

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



(a) not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(b) not less than eighty (80%) percent of the votes or the entire membership of the Association.

3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. Neither shall an amendment attempt to change the obligations of the Association unless the record owners of the fee simple title to the lands subject thereto and the Lessor thereunder shall join in the execution of the amendment.

4. Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted which Certificate shall be executed by the officers of the Association with all the formalities of a deed. The amendment shall be effective when such Certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the condominium Act:

1. Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

2. Agreement. The condominium may be terminated by the approval in writing of all of the owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) percent of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased of an agreement to purchased signed by the record owners of apartments

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who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall affect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each apartment 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, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the judgment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash.

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

3. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

4. Shares of Owners after Termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

5. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of Mortgages upon apartments.

15. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

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IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, Sealed and  
Delivered in the  
presence of:

*James A. Calhoun Jr.*  
*Judie Kae Wilson*

CRYSTAL GREENS DEVELOPMENT COMPANY, INC.

by *Lyle M. Gibson*  
Lyle M. Gibson, President

Attest *Wallace Lewis, Jr.*  
Wallace Lewis, Jr., Secretary

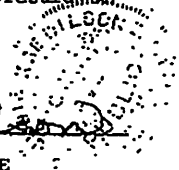


STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss.

BEFORE ME, the undersigned authority, personally appeared  
LYLE M. GIBSON and WALLACE LEWIS, JR., as President and Secretary,  
respectively, of CRYSTAL GREENS DEVELOPMENT COMPANY, INC., and  
they acknowledged to and before me that they executed the foregoing  
instrument as such officers of said corporation and that they  
affixed thereto the official seal of said corporation, and that  
the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal at Fort Lauderdale, State and County aforesaid, on  
this 28<sup>th</sup> day of September, 1973.

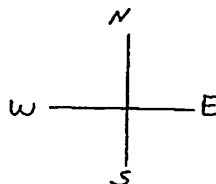
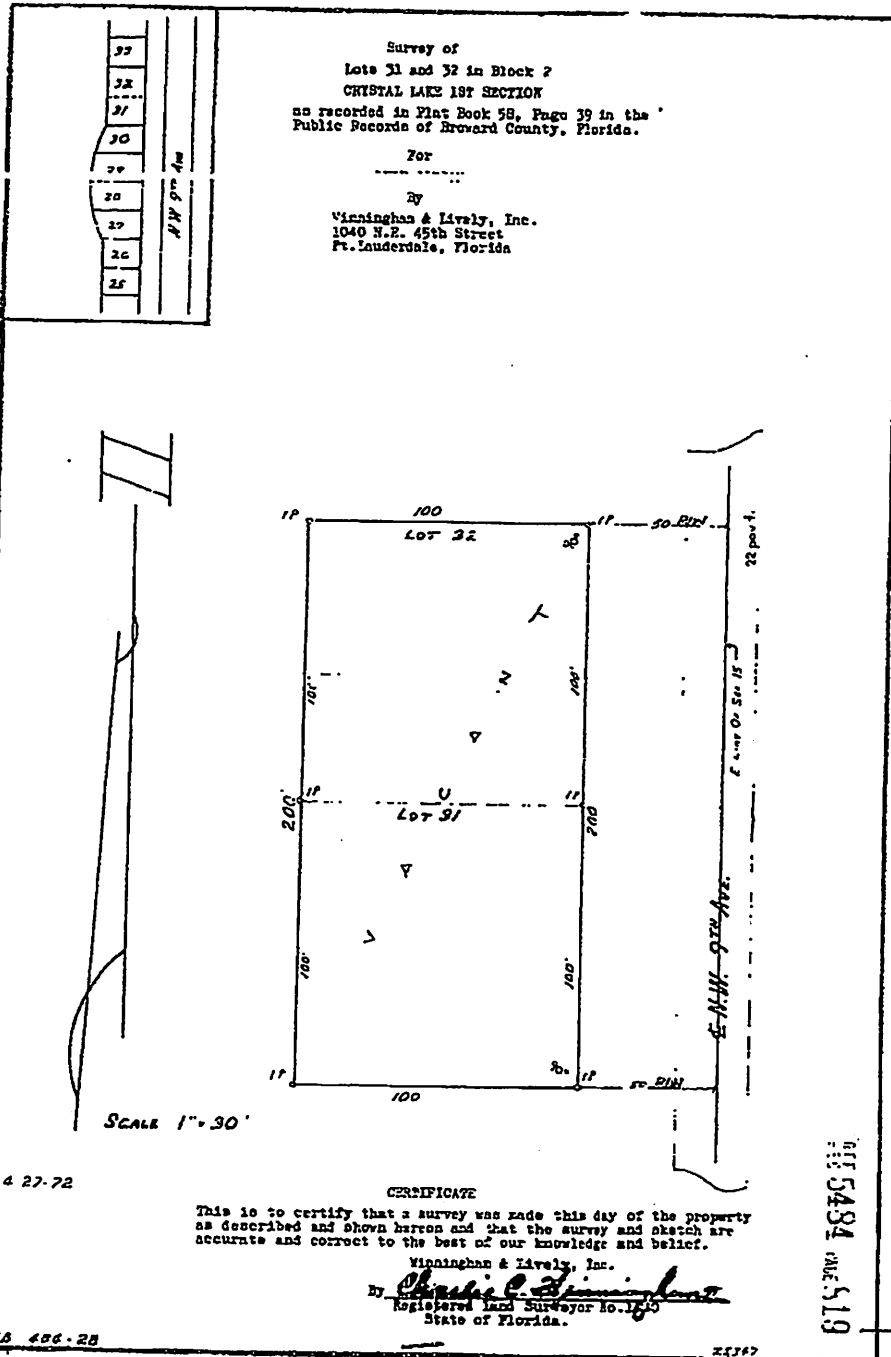
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NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE



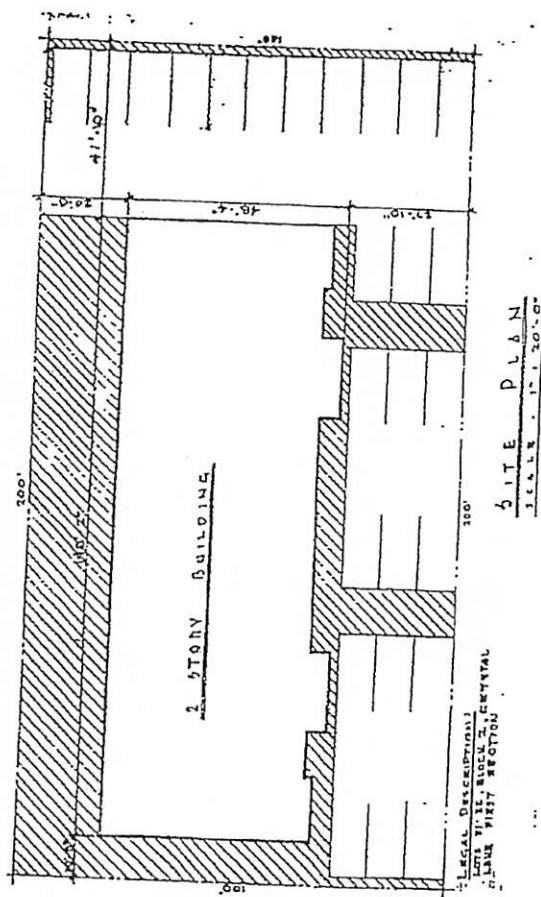
My Commission Expires:

*Judie Kae Wilson*  
Notary Public  
State of Florida  
Sept. 1, 1975

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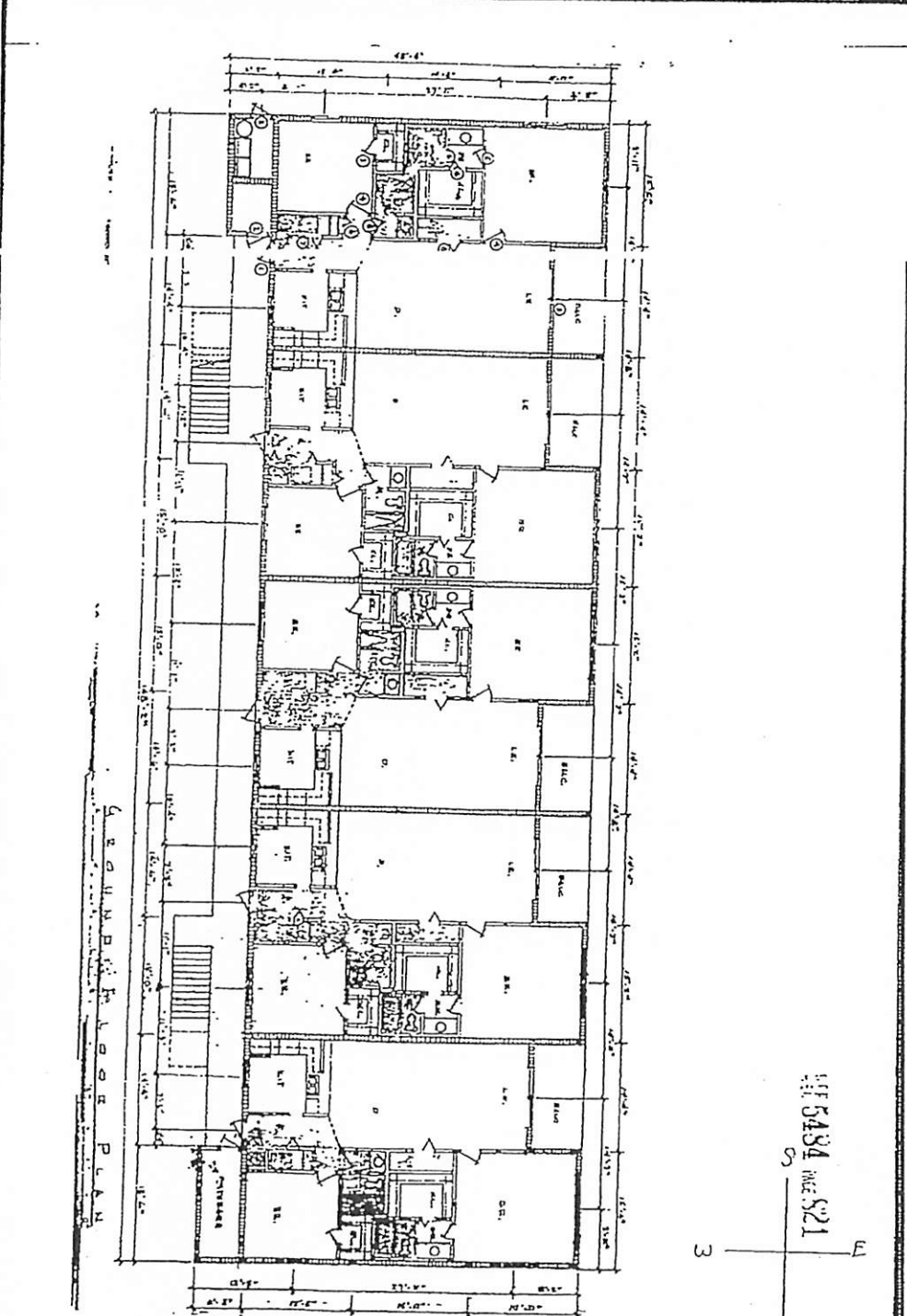


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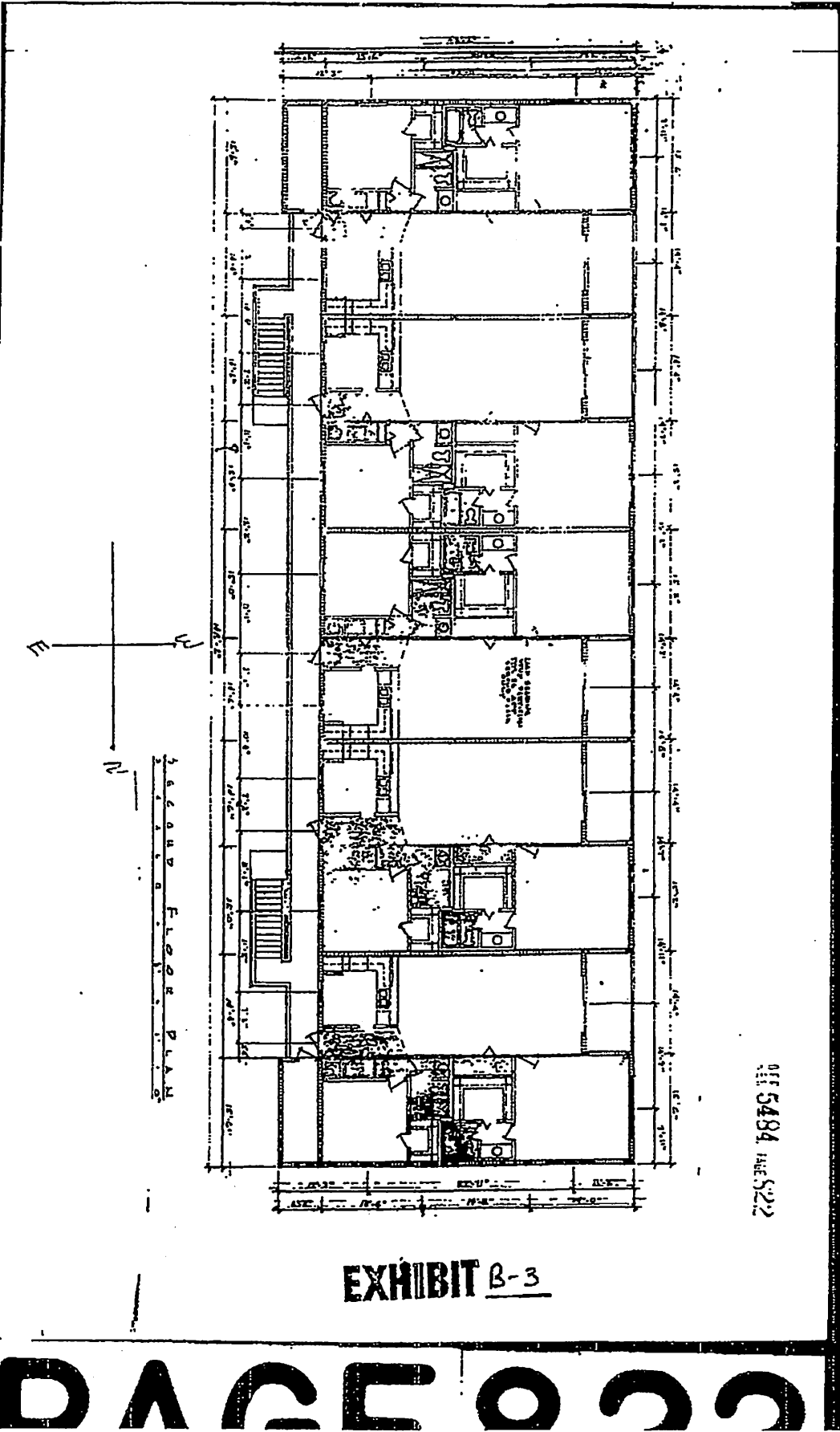
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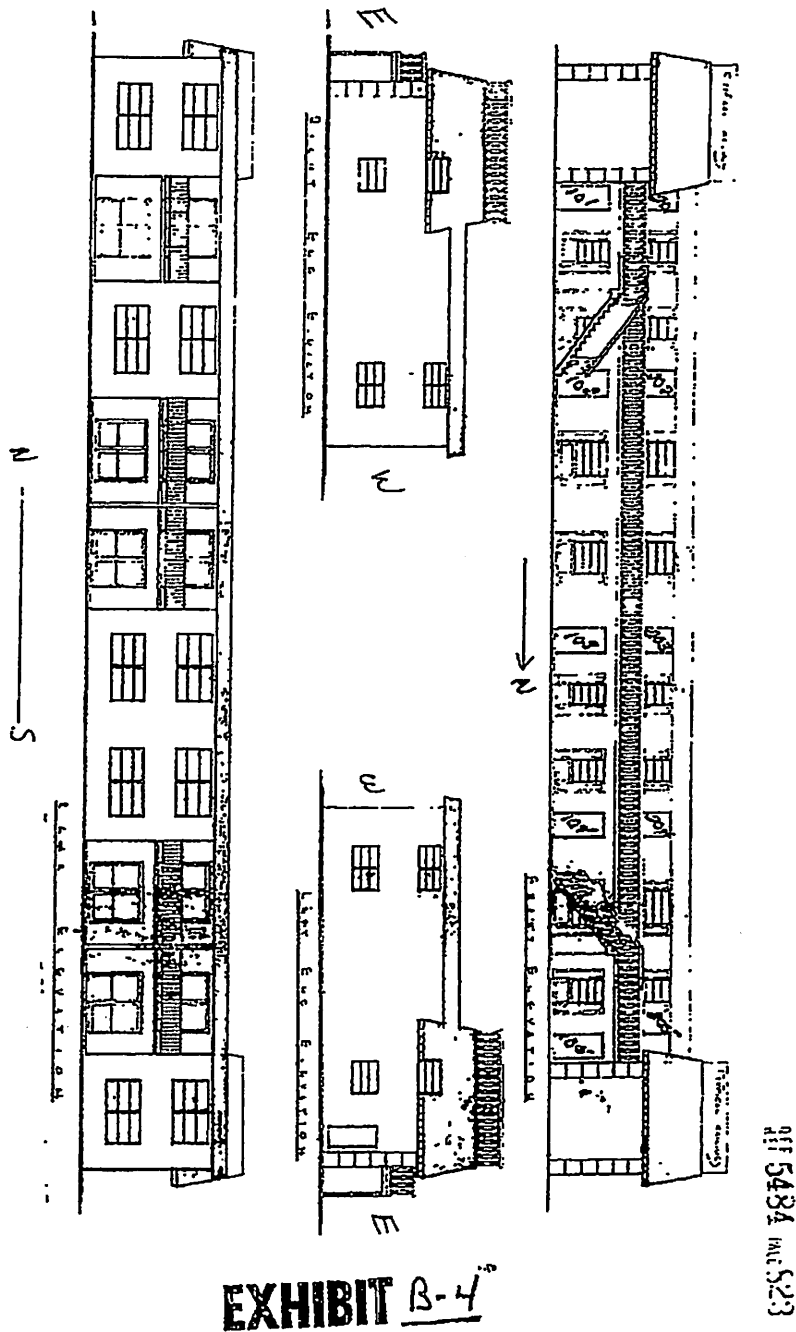


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STATE OF FLORIDA

DEPARTMENT OF STATE

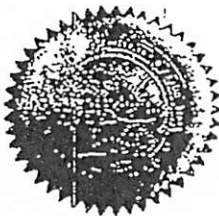


I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby  
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION  
OF

CRYSTAL GREENS NORTH, INC.

a corporation not for profit organized and existing under the Laws of the State of  
Florida, filed on the 20th day of November A.D., 1972  
as shown by the records of this office.



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
27th day of November,  
A.D., 1972.

*Richard (Dick) Stone*

SECRETARY OF STATE

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ARTICLES OF INCORPORATION  
OF  
CRYSTAL GREENS NORTH, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1965, and certify as follows:

ARTICLE I.

Name

The name of the corporation shall be CRYSTAL GREENS NORTH, INC. For convenience the corporation shall herein be referred to as the Association.

ARTICLE II.

Purpose

1. The purpose for which the Association is organized is to provide an entity pursuant to Section 711.12 of the Condominium Act, which is Chapter 711, Florida Statutes 1965, for the operation of CRYSTAL GREENS NORTH, INC. a condominium located upon a portion of the following lands in Broward County, Florida.

Lots 31 and 32 in Block 2 of CRYSTAL LAKE 1ST SECTION as recorded in Plat Book 58, Page 39 in the Public Records of Broward County, Florida.

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

ARTICLE III.

Powers

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

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

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium as set forth in the Declaration thereof and as it may be amended from time to time including but not limited to the following:

(a) To make and collect assessments against members to defray the costs, expenses and losses of the condominium.

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

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(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members.

(a) The reconstruction of improvements after casualty and the further improvement of the property.

(f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the association before such shall become effective.

(g) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws,

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

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

(j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

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

(1) The Association shall make the assessment for the taxes and maintenance costs, etc. of the common elements.

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

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

ARTICLE IV.

## Members

1. The members of the Association shall consist of all of the record owners of Apartments.

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

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3. 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 his apartment.

4. The members of the Association shall be entitled to at least one vote for each apartment owned by them. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws 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 By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors.

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

3. The first election of directors shall not be held until after all of the apartments of the condominium have been sold by the Developer, or until after Developer elects to terminate its control of the condominium, whichever shall occur first. The directors herein named shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

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

Lyle M. Gibson	571 Southeast 13th Street Pompano Beach, Florida
Roberta J. Gibson	571 Southeast 13th Street Pompano Beach, Florida
Wallace L. Lewis, Jr.	3430 Galt Ocean Drive, #701 Fort Lauderdale, Florida
Miriam Richelle Lewis	3430 Galt Ocean Drive, #701 Fort Lauderdale, Florida

#### ARTICLE VI.

##### Officers

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

President	Lyle M. Gibson 571 Southeast 13th Street Pompano Beach, Florida
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Vice-President      Roberta J. Gibson  
571 Southeast 13th Street  
Pompano Beach, Florida

Vice-President      Miriam Richelle Lewis  
3122 Galt Ocean Drive, #701  
Fort Lauderdale, Florida

Secretary/Treasurer      Wallace L. Lewis, Jr.  
3430 Galt Ocean Drive, #701  
Fort Lauderdale, Florida

ARTICLE VII.

Indemnification

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

ARTICLE VIII.

By-Laws

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

ARTICLE IX.

Amendments

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

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

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

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

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

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

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

ARTICLE X.

Term

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the Declaration of Condominium.

ARTICLE XI.

Subscribers

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

Lyle M. Gibson	571 Southeast 13th Street Pompano Beach, Florida
Robert J. Gibson	571 Southeast 13th Street Pompano Beach, Florida
Wallace L. Lewis, Jr.	3430 Galt Ocean Drive, #701 Fort Lauderdale, Florida
Miriam Richelle Lewis	3430 Galt Ocean Drive, #701 Fort Lauderdale, Florida

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures this 10th day of November, 1972.

Lyle M. Gibson  
Lyle M. Gibson

Robert J. Gibson  
Robert J. Gibson

Wallace L. Lewis, Jr.  
Wallace L. Lewis, Jr.

Miriam Richelle Lewis  
Miriam Richelle Lewis

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared LYLE M. GIBSON, ROBERTA J. GIBSON, WALLACE L. LEWIS, JR. and MIRIAM RICHELLE LEWIS, who, after being duly sworn, acknowledge that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 10th day of November, 1972.

Joseph R. Nelson  
Notary Public

Dudley K. Nelson, Notary Public  
State of Florida  
My Commission Expires Aug. 1, 1976

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of the

CRYSTAL GREENS NORTH, INC.

a condominium,  
a corporation not for  
profit under the laws  
of the State of Florida

1. Identity. These are the By-Laws of the CRYSTAL GREENS NORTH, INC., herein called Association, a corporation not for profit, the Articles of Incorporation of which were filed in the office of the Secretary of State on . The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1965, herein called the Condominium Act, which condominium is identified by the name CRYSTAL GREENS NORTH, INC., and is located upon a portion of the following lands in Broward County, Florida:

Lots 31 and 32 in Block 2 of CRYSTAL LAKE 1ST SECTION as recorded in Plat Book 58, Page 39 in the Public Records of Broward County, Florida.

1. The office of the Association shall be at 4291 N. W. 9th Avenue, Pompano Beach, Florida.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members' meetings.

1. The annual members' meeting shall be held at the office of the corporation at 2:00 o'clock P.M., Eastern Standard Time, on the second Monday in January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour of the next day which is not a legal holiday.

2. Special members' meetings, shall be held whenever called by the President or Vice-President or by a majority

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of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

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

4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

5. Voting.

(a) In any meeting of members the owners of an apartment shall be entitled to cast one vote unless the decision to be made is elsewhere required to be by the owner of a stated percentage of the common elements.

(b) If an apartment is owned by one person his right to vote shall be established by the record titled to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

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

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

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

9. Proviso. Provided, however, that until the Developer of the condominium has completed the improvements and closed the sales of all of the apartments of the condominium or until January 1, 1975, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

### 3. Directors.

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

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

- (a) Election of directors shall be held at the annual members' meeting.
- (b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate the person for each director then serving. Nominations may be made from the floor.
- (c) Election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

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

(f) Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and the sales of all of the apartments of the condominium, or until January 1, 1975, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

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

4. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

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

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

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

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

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

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

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

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

- (a) Call the roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

13. Directors fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

#### 5. Officers.

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

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

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

4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend

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

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

6. The compensation of all officers and employees of the Association, shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

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

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

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

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

(d) Additional improvements, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

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

(a) Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

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(b) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(c) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this amount for the prior year.

(d) Betterments, which shall include the funds to be used for capital expenditures in additional improvements or additional personal property which shall be part of the common elements, the amount for which shall not exceed \$10,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$3,000.00 shall be expended for a single item or purpose without approval of the members of the Association.

(e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 80% of the votes of the entire membership of the Association; and further provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium or until January 1, 1975, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(f) Copies of the budget and proposed assessments shall be transmitted to each member on or before November 1, 1973, preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

3. Assessments. Assessments against the apartment owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before November 1, 1973, preceding the year for which the assessments are made. Such assessments shall be due in such periodic installments as the Board of Directors shall from time to time determine. If an annual assessment is not made as required, an assessment shall be presumed to have been made as required, in the amount of the last prior assessment and installment payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors if the items of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitations shall be subject to the approval of the membership of the Association heretofore required. Amended assessments shall be due and payable as determined by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association.

4. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than 10 days after delivery thereof

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to the apartment owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

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

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

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

8. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

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

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

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

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

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

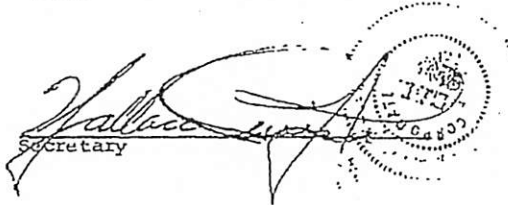
(b) by not less than 80% of the votes of the entire membership of the Association; or

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

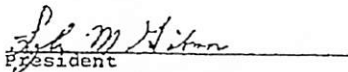
3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

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

The foregoing was adopted as the By-Laws of CRYSTAL GREENS NORTH, INC., a corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors, on Friday, the 10th day of November, 19 72.

  
Secretary

Approved:

  
President

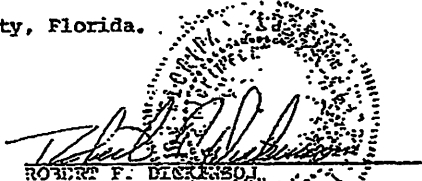

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C E R T I F I C A T E

I, ROBERT F. DICKINSON, 25 East Acre Drive, Plantation, Florida, AIA Architect, certify that the Declaration of Condominium of CRYSTAL GREENS NORTH, a Condominium, together with the survey attached thereto as Exhibit "A" and portions of the building plans attached thereto as Exhibit "B-1" through "B-4", both inclusive, provide a correct representation of the improvements described in said Declaration of Condominium, and that there can be determined therefrom the identification, location, dimensions and size of the common elements, and of each apartment of CRYSTAL GREENS NORTH, a Condominium, located in Pompano Beach, Broward County, Florida.

Dated: May 30, 1973.

  
ROBERT F. DICKINSON  


RECORDED IN THE OFFICE OF RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
E. M. STROBEL  
COUNTY COMPTROLLER

RECEIVED  
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