

68- 45142

DECLARATION OF CONDOMINIUMCRYSTAL HOUSE CONDOMINIUM

I.

SUBMISSION STATEMENT

ORIOLE, INC., a Florida corporation, hereinafter sometimes referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof, entitled "LAND" and hereby declares said real property to be condominium property, and does hereby submit the same to condominium ownership pursuant to Chapter 711, Florida Statutes, the Condominium Act, as amended (hereinafter referred to as "the Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the annexed By-Laws, or in lawful amendments to any of them, the provisions of the Condominium Act as presently constituted, or as the same is amended from time to time, including the definitions therein contained, are adopted and included herein by express reference.

II.

NAME

The name by which this Condominium is to be known and identified is: CRYSTAL HOUSE CONDOMINIUM.

III.

LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium ownership is as follows:

Lots 14, 15 and 16, in Block 4 of CRYSTAL LAKES, SECOND SECTION, according to the Plat thereof, recorded in Plat Book 59, Page 5, of the Public Records of Broward County, Florida.

PREPARED BY:
RICHARD GOODMAN, ATTY.
1504 DUPONT BLVD.
MIAMI, FLORIDA

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Condo Book 3, Page 43

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IV

IDENTIFICATION

The Condominium property consists of the land described in Article III hereof, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. The principal improvement on the real property submitted herewith to Condominium ownership consists of a three-story apartment building. There are thirteen apartments on the ground floor, numbered 101-B, 102-B, 103-B, 104-A, 106-B, 107-B, 108-C, 109-B, 110-B, 112-A, 113-B, 114-B, 115-B; and fifteen apartments on the second floor, numbered 201-B, 202-B, 203-B, 204-A, 205-A, 206-B, 207-B, 208-C, 209-B, 210-B, 211-A, 212-A, 213-B, 214-B, 215-B and fifteen apartments on the third floor, numbered 301-B, 302-B, 303-B, 304-A, 305-A, 306-B, 307-B, 308-C, 309-B, 310-B, 311-A, 312-A, 313-B, 314-B, 315-B. Apartments having the letter "A" as part of their designation, each contain one bedroom and one and one-half baths in addition to other living areas described on the Survey, Plot Plan, and Graphic Description of Improvements recorded herewith. Apartments having the letters "B" and "C" as part of their designation, each contain two bedrooms and two baths in addition to other living areas described on the Survey, Plot Plan and Graphic Description of Improvements recorded herewith. Each of the aforementioned apartments, together with its attached porch, if there be one, is a Condominium Unit and each of said units is subject to private ownership.

A. Each numbered unit shall have as its boundary lines the interior finished surfaces of the ceiling, floor and perimeter walls. All building walls located within an apartment constitute part of the common elements up to the finished surface of said walls.

B. The boundary lines of each apartment porch are the interior vertical surfaces thereof and the exterior finished surface of the perimeter

walls abutting the porch and the interior finished surfaces of the floor and ceiling of said porch.

C. Each Condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each Condominium parcel includes the Condominium Unit together with the undivided share in the common elements which is appurtenant to that unit, and the interest of each unit in any limited common elements appurtenant to that unit such as parking spaces and storage spaces.

V.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF
IMPROVEMENTS

A. There is attached hereto as an exhibit and made part hereof, and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of the Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to the Declaration. Said Exhibit #1 has been certified to and in the manner required by Section 711.08(1)(e) Florida Statutes, the Condominium Act.

B. Limited common elements are identified upon Exhibit #1, constituting storage spaces and parking spaces within the condominium property. These limited common elements are not assigned to the various units in this declaration nor in the Exhibit #1 attached hereto. The Condominium Association, hereinafter provided for, shall distribute the aforementioned storage spaces to the units. Storage spaces shall be apportioned among the

units such that each unit shall have the same storage space as every other unit, insofar as the configuration of the building and of the spaces shall allow. Any storage spaces not assigned by the Condominium Association shall, during the period when they are not assigned, be deemed common elements. It shall not be necessary that the designation of the storage space attributable to a unit be recorded among the Public Records. The Condominium Association may, from time to time, should there be need, change the storage space attributable to the units. This provision is herein provided in contemplation of the fact that, from time to time, one or more unit owners may be under a physical disability which would require the appointment of storage spaces more convenient to their units, and to give the Condominium Association power and flexibility to meet such a situation. Developer shall assign a parking space to a condominium unit upon acquisition of a fee simple title interest in said condominium unit by a unit owner. Said parking space shall be either covered or uncovered and the Developer shall assign said parking space in accordance with the purchase agreement between the Developer and the unit owner. With respect to such parking space designated as a limited common element, the unit owner of the condominium unit to whom the parking space has been assigned by the Developer, shall have the exclusive right to use the same; and such exclusive right shall become an appurtenance to said condominium unit and shall be encumbered by or subject to any mortgage then or thereafter encumbering said condominium unit; and upon the conveyance or the passing of Title to the condominium unit to which said parking space is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the common property appurtenant to such condominium unit passes. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting limited common property, may be made or accomplished separately from the conveyance, encumbrance or passing of title to the condominium unit to which it is appurtenant, except that such exclusive

right to use a parking space may be separately assigned, transferred or conveyed to the Condominium Association; provided that as a condition precedent to the conveyance, assignment or transfer to the Condominium Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the condominium unit from which appurtenance is being severed by conveyance, assignment or transfer. Whenever the Condominium Association shall become the owner of the exclusive right to use any parking space constituting limited common property, though acquisition of which such exclusive right shall be by instrument executed with the formality of a Deed, such exclusive right may be thereafter by instrument executed in such formality, assigned by the Condominium Association to any unit owner with the same force and effect as if originally assigned thereto by the Developer. However, while the Condominium Association shall be the owner of the exclusive right to use any parking space constituting limited common property, the same shall be treated by the Condominium Association just as though said parking space constituted a part of the common property instead of the limited common property. No separate charge shall be made by the Condominium Association for the use of the parking space.

VI

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT.

A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Schedule A contained in Exhibit #2 attached hereto and made a part hereof.

B. The condominium expenses shall be borne by the condominium owners and said unit owners shall share in the common surplus in the proportions set forth in Schedule B contained in Exhibit #2 attached hereto and made a part hereof.

VII.

MEMBERSHIP IN THE CONDOMINIUM
ASSOCIATION AND VOTING RIGHTS
OF OWNERS OF UNITS

Every owner of a Condominium parcel, whether he has acquired title by purchase from the Developer, the Developer's Grantee, successors or assigns or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article X of this Declaration and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every Condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting Condominium property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each unit owner is entitled to one vote in the Condominium Association for each unit owned by him. If a person or corporation owns more than one unit, he or it shall be entitled to one vote for each unit owned. Voting rights and qualification of voters and membership in the corporation are more fully stated, qualified and determined by the provisions of the charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit #3.

VIII.

AMENDMENT OF DECLARATION

A. Except as provided in Paragraph B below, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws, at which a quorum is present, such amendment to be by the affirmative vote of 2/3rds of the unit owners present at such meeting. Such amendment shall be duly recorded in compliance with Section 10 of the Condominium Act. No amendment shall change any Condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of Paragraph A above notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws of the Condominium Association shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for Deeds and filed of record with the aforesaid amendment.

IX.

BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws which are annexed to this Declaration as Exhibit #3 and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

X.

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is CRYSTAL HOUSE CONDOMINIUM, INC., a Florida corporation, not for profit. The Association shall have all of the powers, rights and duties set forth in the Condominium Act, as well as the powers and duties set forth in this Declaration, the By-Laws and the regulations enacted pursuant to such By-Laws. The Association is sometimes referred to herein as the Association, the Condominium Association, the condominium corporation, or the corporation.

XI.

PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families, and social guests, and for no other purpose.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions;

A. The apartments shall be used for single family residences only.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by rules and by-laws as may in the opinion of the corporation, achieve the maximum beneficial use thereof.

C. Persons who are not sixteen (16) years of age or older shall not be permitted to reside in any of the condominium units, except that children under such age may be permitted to visit and temporarily reside, for a period not to exceed a reasonable time.

D. No nuisance shall be allowed upon the Condominium property, nor shall any practice be allowed which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use of the Condominium property by its residents.

E. No unit owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium property.

F. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or of any condominium unit, or any part thereof.

G. No for sale or for rent signs or other signs shall be displayed by any individual unit owner on his condominium parcel, or any part of the Condominium property.

H. Regulations concerning use of the common elements, and limited common elements may be promulgated by the corporation. Copies of all additional regulations shall be furnished to all unit owners.

XII.

CONVEYANCES

A. In order to assure a community of congenial residents and thus protect the value of the apartments, and to further the continuous harmon-

ious development of the condominium community, the sale, lease, and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

B. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium corporation shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

C. (1) A unit owner, intending to make a bona fide sale or lease of his parcel, or any interest therein, shall give to the corporation a written notice of his intention to sell or lease, together with the name and address of the intended purchaser or lessee, and such other information as the corporation may reasonably require, and the term of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the apartment owner believes the proposal to be bona fide, in all respects.

(2) Within twenty (20) days after the receipt of such notice the corporation shall either approve of the transaction or furnish a purchaser or lessee approved by the corporation and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the corporation may have not less than thirty (30) days subsequent to the date of approval within which to close.

(3) Approval shall be in recordable form signed by an executive officer of the corporation, and shall be delivered to the purchaser or lessee and made a part of the conveyancing document.

(4) Failure of the corporation to act in twenty (20) days shall be deemed to constitute approval in which event the corporation must on demand prepare and deliver approval in recordable form.

(5) The provisions of this Article XII shall apply to subleases, assignments of leases, and to original and all successive transfers, sales, leases, subleases or assignments.

D. No unit owner shall sell or lease, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the corporation; and unless the proposed lessee can qualify as to use restrictions.

E. If a unit owner shall lease his unit, he shall remain liable for the performance of all of the agreements and covenants in the Condominium documents, and shall be liable for the violations by his lessee of any and all use restrictions.

F. Every purchaser, or lessee, who acquires any interest in a condominium parcel, shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium corporation and the provisions of the Condominium Act.

G. Should any condominium unit (parcel) at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "Mortgagee", upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said unit (parcel), including the fee ownership thereof, without complying with the provisions of Paragraphs C. and D. of this Article XII; provided, however, that in all other respects, the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act, shall be applicable thereto; and provided further, that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements

and limited common elements or other appurtenances of said unit except with regard to the parking space designated as a limited common element as provided in Article V - B. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whatsoever, the provisions of Paragraphs C. and D. shall then again be fully effective with regard to subsequent sales or conveyances of said unit (parcel).

XIII.

RIGHTS OF HEIRS AND DEVISEES
OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of sixteen (16) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article XII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A. above, then within sixty (60) days of such person or persons' taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such person or persons

shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, which purchaser may be the Association. Thereupon the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, and shall deliver possession and occupancy of the parcel to such purchaser.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the unit owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XIV.

ASSESSMENTS

A. The Condominium Association, through its board of directors, shall have the power to make and collect assessments, and special assessments, and such other assessments as are provided for by the Condominium law, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium real

installments thereof not paid when due shall bear interest from due date at six (6%) per cent per annum.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the corporation to be paid out of corporation reserves, or surplus, and in the event said reserves or surplus are exhausted, then by means of a special assessment, as the Board of Directors of the corporation shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

XV.

LIEN OF THE ASSOCIATION

The Corporation shall have a lien on each condominium parcel for any unpaid assessment, and interest thereon against the unit owner of such condominium, as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Corporation incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with Section 711.15 of the Laws of Florida (Section 15 of the Condominium Act), and shall otherwise be enforceable as provided in the Condominium Act.

XVI.

PROVISIONS RE TAXATION

The Condominium Act (Section 19) provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels, and not upon the condominium property as a whole. Such taxes, when assessed, shall be paid by each parcel owner, in addition to the payment of such parcel owner's share of common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire condominium property, including common elements and condominium units. In such case, the tax will be apportioned against each parcel, according to the schedule of the ownership of common elements contained in Schedule A of Exhibit 2, but otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of this Article XVI.

XVII.

MAINTENANCE AND REPAIR

1. The owner of each condominium unit at his own expense shall see to, and maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein; and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his non-action. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary

lines of the unit (including the attached porch), and such owner shall at his own expense maintain and replace when necessary all screening within or in a unit (including its attached porch), within or in the perimeter walls of a unit (including its attached porch), and all window glass in windows in the perimeter walls of the unit (including its porch).

2. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desire, or may delegate them as elsewhere provided for in this Declaration and the By-Laws of the Association.

XVII.

ALTERATION OF UNITS

No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment, or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the corporation may permit same, if the same is not a load-bearing partition, and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including painting, installation or electric wires, TV antennae or air conditioning units which may protrude through walls or roof of building or in any manner change the appearance of the exterior of the building or any portion not within the unit, without consent of the Association.

XIX.

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be

XXI.

**PROVISIONS FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION,
INSURANCE TRUSTEE**

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire building erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, in and for the interest of the Association, all unit owners and their mortgagees as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the condominium land.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to a Trustee which shall be any Bank or Trust Company authorized to and doing business in Dade or Broward County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half of the unpaid principal balance of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive

such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. Payment of Premiums; Trustee's Expenses and Collection

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Mandatory Repair. Unless there occurs substantial damage to or destruction of all or a substantial part of the condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares set forth in Paragraph A of Article VI hereof.

E. Determination of Damage and Use of Proceeds:

(1) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements, in accordance with the percentages set forth in Paragraph A of Article VI of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency

relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Paragraph A of Article VI of this Declaration.

(2) Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property, and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the assessments hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. Total Destruction. As used in this Declaration, and in any other connection or context dealing with this condominium, the term "substantial damage to or destruction of all or a substantial portion of the condominium property" shall mean that two-thirds (2/3rds) or more of the apartment units are rendered untenable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the Condominium property, the condominium project shall not be reconstructed unless two-thirds (2/3rds) of the unit owners shall agree thereto in writing within sixty (60) days after the casualty loss or damage occurs. In the event such reconstruction is not approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear, and the condominium property shall be removed from the provisions of the Condominium Act with the results provided for by Section 16 of the Condominium Act, as amended. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty-day period has elapsed and that the Association has not received the necessary approval from two-thirds (2/3rds) of the unit owners.

G. Rights of Mortgagees. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium property. A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising

under insurance policies purchased by the Association, and to execute releases therefor.

XXII.

MORTGAGES

An owner who mortgages his condominium parcel must notify the Corporation of the name and address of his mortgagee, and the Corporation shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the condominium corporation of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written authorization of the mortgagee. The Corporation shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

XXIII.

DEVELOPERS' UNITS, RIGHTS
AND PRIVILEGES

The provisions of Article XII hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Corporation submitting the condominium property to condominium ownership, to-wit: The Developer. The Developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser approved by it, subject, however, to the use restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer may sell, lease or rent parcels owned by it to any person or persons whatsoever

and the provisions of Paragraphs C and D of Article XII shall not be applicable to the Developer or to any such sale, conveyance or lease by the Developer, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association.

XXIV.

RECREATIONAL FACILITIES

The Condominium Association may acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses together with all other expenses and costs herein or by law defined as common expenses.

XXV.

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the By-Laws of the Condominium corporation or of the Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXVI.

TERMINATION

The provisions for termination contained in Paragraph F of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by Sections 16 and 17 of the Condominium Act, as amended.

Upon termination the undivided share of the condominium property owned in common by each unit owner shall be the share previously owned by such owner in the common elements, as provided for in Paragraph A of Article VI hereof.

XXVII.

EASEMENTS FOR ENCROACHMENTS

All the condominium property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachment stands.

XXVIII.

MAINTENANCE

The Condominium Association is authorized to enter into a contract with any person, firm, corporation or other real estate management agent to provide for the maintenance and repair of the condominium property; provided, however, the Developer shall at its option have the full and exclusive right to act as such managing agent and shall have full managerial control of the condominium. This right reserved to the Developer shall expire six (6) months from the first occupancy of the Condominium by any person, if not sooner relinquished by the Developer on sixty (60) days' notice to the Condominium Association. Any such managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors

as provided for in the By-Laws of the Condominium Association, and in accordance therewith. The terms of said contract with any managing agent shall conform to the requirement of the By-Laws of the Association in all regards.

XXIX.

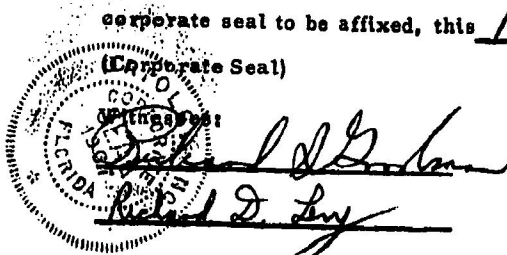
MISCELLANEOUS PROVISIONS

The Developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the Condominium as would be the obligation of the condominium units owned by the Developer, except for this paragraph, which assessments become due and payable in whole or in part at any time within a period of three (3) months, commencing with the first day of the month next succeeding the recording of the Declaration of Condominium unless a condominium parcel so owned by Developer shall be sooner occupied; provided, however, that the Developer shall be obligated to pay that portion of the common expenses attributable to such units owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the condominium property and fire and extended coverage insurance premiums, if such taxes and fire and extended coverage insurance premiums are common expenses under the provisions of this Declaration or of the By-Laws of the Condominium Association. From and after the first day of the fourth month next succeeding the recording of the Declaration of Condominium, the Developer shall be liable to the Condominium Association for the monthly assessments attributable to any and all apartments then owned by the Developer, whether or not the same shall be occupied.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed by its duly authorized officers, and the corporate seal to be affixed, this 11 day of APRIL, 1968.

(Corporate Seal)

ORIOLE, INC.

By [Signature] (Seal)
PresidentAttest [Signature] (Seal)
Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared E. E. HUBSHMAN, President and HARRY A. LEVY, Secretary, of ORIOLE, INC., a Florida corporation, to me well known, and acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority of and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, said County and State, this 11 day of APRIL 1968.

Lillian Kessler
Notary Public, State of Florida at Large

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 18, 1968
BONDED THROUGH FRED W. DIETELHORST

EXHIBIT #1
TO THE DECLARATION OF CONDOMINIUM
OF
CRYSTAL HOUSE CONDOMINIUM

Exhibit #1 is the survey, plot plan and graphic description of the improvements of and upon the Condominium Property mentioned in Article V of the Declaration of Condominium, and is comprised of the drawing with attached notes, legends, and description thereon prepared by

Exhibit #1 may be removed herefrom for the purpose of recording it among the Public Records of Broward County, Florida, when the Declaration of Condominium is filed for record.

EXHIBIT # 2. To The Declaration of Condominium of:CRYSTAL HOUSE CONDOMINIUM.

<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>	<u>SCHEDULE B</u>
101-B	2.3754%	2.387%
102-B	2.2961%	2.387%
103-B	2.2961%	2.387%
104-A	1.9792%	2.108%
106-B	2.2961%	2.387%
107-B	2.2961%	2.387%
108-C	2.3754%	2.437%
109-B	2.2961%	2.387%
110-B	2.2961%	2.387%
112-A	1.9792%	2.108%
113-B	2.2961%	2.387%
114-B	2.2961%	2.387%
115-B	2.3754%	2.387%
201-B	2.4545%	2.387%
202-B	2.3754%	2.387%
203-B	2.3754%	2.387%
204-A	2.0584%	2.108%
205-A	2.0980%	2.108%
206-B	2.3754%	2.387%
207-B	2.3754%	2.387%
208-C	2.4545%	2.437%
209-B	2.3754%	2.387%
210-B	2.3754%	2.387%
211-A	2.0980%	2.108%
212-A	2.0584%	2.108%
213-B	2.3754%	2.387%
214-B	2.3754%	2.387%

EXHIBIT #2. continued:

<u>UNIT NUMBER</u>	<u>SCHEDULE A.</u>	<u>SCHEDULE B.</u>
215-B	2.4545%	2.387%
301-B	2.5337%	2.387%
302-B	2.4545%	2.387%
303-B	2.4545%	2.387%
304-A	2.1377%	2.108%
305-A	2.1773%	2.108%
306-B	2.4545%	2.387%
307-B	2.4545%	2.387%
308-C	2.5337%	2.436%
309-B	2.4545%	2.387%
310-B	2.4545%	2.387%
311-A	2.1773%	2.108%
312-A	2.1377%	2.108%
313-B	2.4545%	2.387%
314-B	2.4545%	2.387%
315-B	2.5337%	2.387%
TOTALS	100.0000%	100.000%

SCHEDULE A above sets forth the undivided share of the common elements of the Condominium, as a percentage, attributable to and appurtenant to each of the Units.

SCHEDULE B above sets forth the share of the common expenses and common surplus of the Condominium, as a percentage, to be borne by and attributable to each of the Units.

These percentages are set forth opposite and to the right of the number of the Unit to which they appertain.

EXHIBIT #3

THE BY-LAWS OF CRYSTAL HOUSE CONDOMINIUM, INC.