

this Condominium shall be as established in Exhibit "D" hereto attached and in the percentage therein set forth; and the lien of any mortgage or other encumbrance upon each condominium unit shall attach, in the same order of priority, to the percentage of undivided interest of the owner of each condominium unit in the real property and the then remaining improvements, as above provided. Upon termination of this Declaration of Condominium and the plan of condominium ownership established hereby, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the condominium units and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each condominium unit in accordance with their then undivided interest in the real property and remaining improvements, as hereinabove provided. The assets of the Association, insofar as they are identifiable with this Condominium as distinguished from Cypress Chase Condominium No. 8 (if the latter is then in existence), shall be distributed, upon termination of the plan of condominium ownership created hereby in accordance with this subparagraph A of this Article XXIX, to all of the owners of each of the condominium units and to their mortgagees, as their respective interests may appear, in the same manner as was provided above for the distribution of any final insurance indemnity.

B. Termination Other Than Because of Fire or Other Casualty or Disaster:

Except in the event that this Declaration of Condominium and the plan of condominium ownership established hereby is terminated as hereinabove provided under subparagraph A of this Article XXIX, because of fire, other casualty or disaster, this Declaration of Condominium and said plan of condominium ownership may be otherwise terminated only by the unanimous consent of all of the owners of all condominium units within this Condominium and of all of the persons, firms or corporations holding mortgage liens or other encumbrances against any of the condominium units within this Condominium, in which event the termination of the Condominium shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the plan of condominium ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Broward County, Florida. Such termination shall cause each of the condominium unit owners to become tenants in common in all of the Condominium property and each condominium unit owner shall have that percentage of interest in the Condominium property as is set forth in Exhibit "D" attached hereto; and the lien of any mortgagee or other encumbrancer upon each such condominium unit shall attach, in the same order of priority, to the percentage of undivided interest of the owner of such condominium unit in the Condominium property. In the event of termination as provided in this subparagraph B of this Article XXIX, the Condominium property shall be and remain subject to such rights as may then exist in favor of all of the unit owners in Cypress Chase Condominium No. 8, if a Declaration for same be then in effect, as is provided in Article IX of this Declaration; and that portion of the common elements comprising the roadways, pathways, driveways and walkways, and reasonably intended and reasonably useful for ingress and egress purposes, shall continue

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to be subject to the non-exclusive easement in favor of all of the owners of all condominium units created by the Developer within the Entire Tract, as described in Exhibit "A" hereto attached, for the purpose of providing ingress and egress and a free flow of vehicular and pedestrian traffic upon, over and across same, as set forth in Article IX hereof, such easement to remain in effect until such time as the condominiums for whose unit owners such easements have been created are all terminated.

C. Further Effect of Termination:

In the event of the termination of this Condominium and the condominium plan of ownership created hereby, in accordance with either subparagraph A or subparagraph B of this Article XXIX, the Association shall no longer manage the Condominium property; and the owners of condominium units contained within this Condominium shall no longer be members of the Association and shall not be obligated to pay assessments thereto, except for those assessments which were due and payable prior to termination; provided, however, that the Association shall remain in existence and the unit owners shall continue to be members thereof with respect to the ownership of the recreation area, which is owned in fee simple by the Association for the benefit of the unit owners, and the unit owners shall continue to have the right to utilize the recreation area along with the unit owners of condominium units (or the Condominium property, as the case may be) in Cypress Chase Condominium No. 8, if same has been created by the Developer, to the end that such recreation area shall continue to be subject to the use and enjoyment of all owners of the Condominium property for whose use and benefit same were constructed and who shall continue to be members of the Association for said purposes.

XXX.

AMENDMENT OF DECLARATION OF CONDOMINIUM

A. General Amendments:

Except for any alteration in the percentage of ownership in the common elements appurtenant to each condominium unit or for any alteration of the basis for apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the board of directors of the Association, acting upon a vote of a majority of the directors or upon a vote of a majority of the unit owners within this Condominium, whether meeting formally or by instrument in writing signed by them. Upon the proposing of any amendment or amendments to this Declaration of Condominium by said board of directors or unit owners, such proposed amendment or amendments shall be transmitted to the president of the Association, or other officer of the Association in the absence of the president, who shall thereupon call a special meeting of the members of the Association who are also unit owners within this Condominium, for a date not sooner than 20 days nor later than 60 days from receipt by him of the proposed amendment or amendments. It shall be the

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duty of the secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than 10 days nor more than 30 days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any unit owner may, by written waiver of notice signed by such unit owner, waive such notice; and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such unit owner.

At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than 75% of the unit owners within this Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to this Declaration of Condominium shall be transcribed and certified by the president and secretary of the Association as having been duly adopted; and the original or an executed copy of such amendment or amendments, so certified and executed with the same formalities as a deed, shall be recorded in the Public Records of Broward County, Florida, within 10 days from the date on which the same became effective, such amendment or amendments to refer specifically to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments, in the form in which they were placed of record by the officers of the Association, shall be delivered to all of the owners of all condominium units within this Condominium, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any unit owner of this Condominium shall be recognized, if such unit owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any mortgagees or in favor of the Developer, without the consent of all such mortgagees or of the Developer, as the case may be; and no amendment to this Declaration shall be adopted which would in any way alter, amend or modify the effectiveness of the reciprocal easements in the common elements or portions thereof created by Article IX of this Declaration.

**B. Amendments with Respect to Percentage of Ownership in Common Elements or with Respect to Apportionment of Assessments:**

The other provisions of this Declaration of Condominium to the contrary notwithstanding, no amendment to this Declaration of Condominium which purports to alter in any way the percentage of ownership in the common elements appurtenant to each condominium unit, or which purports to alter the basis for apportionment of assessments in any way, shall be adopted or shall become effective without the written consent, in recordable form, of all of the unit owners within this Condominium, all of their respective mortgagees and all lienors first had and obtained, and then same shall not become effective until an instrument evidencing such written consent is recorded among the Public Records of Broward County, Florida.

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XXXI.

RECREATION AREA

The Association is the owner in fee simple of the recreation area, which is adjacent to the Condominium property and which is legally described on Exhibit "K", attached hereto and made a part hereof. The recreation area has been or will be improved with a recreation building, swimming pool, whirlpool, shuffleboard courts and other recreational facilities. Each of the unit owners, as a member of the Association, shall have the full right to the use of the recreation area and all facilities constructed or to be constructed thereon, subject to the rules and regulations promulgated by the Association from time to time with respect thereto. In like manner, all of the unit owners in Cypress Chase Condominium No. 8, when, as and if the same is created by the Developer, who shall also be members of the Association, shall have a like right to use the recreation area and all facilities constructed or to be constructed thereon, subject to the rules and regulations with respect thereto promulgated from time to time by the Association.

The right to use the recreation area and all facilities constructed and to be constructed thereon is declared to be a privilege and a right perpetually running with each condominium unit in this condominium (Cypress Chase Condominium No. 7), and the same shall likewise be a privilege and a right running with the title to each condominium unit in Cypress Chase Condominium No. 8, when, as and if the latter is created by the Developer. Such right and privilege is and has been granted by the Association for the benefit of each condominium unit owner, each mortgagee thereof and lienor thereon, their heirs, successors, administrators and assigns, and the conveyance by the Developer to the Association of the recreation area so provides.

XXXII.

MANAGEMENT AGREEMENT

Prior to the recording of this Declaration of Condominium, the Association has entered into a management agreement for the management, maintenance and operation of the Condominium, a copy of which agreement is hereto attached as Exhibit "I.". Said management agreement is subject to the provisions of §711.00(5), Florida Statutes, as enacted by the 1974 regular session of the Florida Legislature.

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XXXIII.

PROVISIONS WITH RESPECT TO  
CHILDREN AND PETS

A. Children:

*Changed to 18 Florida law*

No children under the age of 15 years shall be permitted to occupy any condominium unit or portion thereof other than on a temporary basis, as hereinafter defined. "Temporary basis", as used herein, shall mean a visitation not to exceed three consecutive weeks nor to exceed five weeks in any one year, it being the intention of the Developer that temporary visitation by such minors shall be permitted but that permanent residence shall be prohibited to all persons under the age of 15 years.

B. Pets:

No condominium unit owner shall permit his condominium unit to be occupied at any time by any pets or animals, domesticated or otherwise, except as hereinafter specifically provided:

(1) Dogs shall be permitted to occupy condominium units on the first floor of all buildings within the Condominium only, and not on any other floor; and

(2) Small pets, such as parakeets, canaries and cats, shall be permitted on any floor.

Each unit owner desiring to keep a pet as hereinabove provided shall manage and maintain his pet in such manner as not to inconvenience any other unit owner or the guests or invitees of any unit owner, and as provided in the Rules and Regulations.

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XXXIV.

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each condominium unit shall be governed by and shall comply with the provisions of this Declaration of Condominium, the articles of incorporation and by-laws of the Association and its rules and regulations, as well as any and all Exhibits attached to any of the foregoing, as any of the same are now constituted or as they may be adopted and/or lawfully amended from time to time. A default by the owner or owners of any condominium unit shall entitle the Association or the owner or owners of other condominium units to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the articles of incorporation or by-laws of the Association, or its rules and regulations, or any Exhibits to any of the foregoing, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a condominium unit.

B. The owner or owners of each condominium unit 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. Such liability shall include any increase in fire insurance rates occasioned by the use, misuse, occupancy or abandonment of a condominium unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any condominium unit, the Association, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the court, but in no event shall the owner of any condominium unit be entitled to such attorneys' fees.

D. The failure of the Association or of the owner of a condominium unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other abovementioned documents shall not constitute a waiver of the right of the Association or of the owner of a condominium unit to enforce such right, provision, covenant or condition in the future.

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E. All rights, remedies and privileges granted to the Association or the owner or owners of a condominium unit pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or the other abovementioned documents shall be deemed to be cumulative; and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

F. The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other abovementioned document shall not constitute a waiver of the right thereafter to enforce such right, provisions, covenant or condition in the future.

XXXV.

USE OR ACQUISITION OF INTEREST IN  
CONDOMINIUM TO RENDER USER OR ACQUIRER  
SUBJECT TO PROVISIONS OF DECLARATION OF  
CONDOMINIUM AND RULES AND REGULATIONS

All present or future owners, tenants or any other persons who might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration of Condominium and all documents appurtenant hereto and incorporated herewith; and the acquisition of or rental of any condominium unit, or the act of occupancy of any condominium unit, shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

XXXVI.

RIGHT OF DEVELOPER TO SELL OR LEASE  
CONDOMINIUM UNITS OWNED BY IT FREE  
OF OPTION AND OF RIGHT OF FIRST REFUSAL;  
RIGHTS OF DEVELOPER RELATIVE  
TO DIRECTORS OF ASSOCIATION  
AND MANAGEMENT THEREOF

So long as the Developer shall own any condominium unit, the Developer shall have the absolute right to lease, sell, transfer and/or convey any such condominium unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests; and, in connection herewith, the right of option or of first refusal herein granted to the Association shall not be operative or effective in any manner as to the Developer. Until the Developer has closed sales of all of the condominium units in this Condominium, as well as the sales of all condominium units in all condominiums created or to be created in the Entire Tract, as described in Exhibit "A" attached hereto, or until the Developer voluntarily elects to terminate its control of the Association, whichever shall first occur, the first directors of the Association designated in the articles of incorporation thereof shall continue to serve as such; provided, however, that, when unit owners other than the Developer own 15% or more of the

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units which will be operated ultimately by the Association (including the units in Cypress Chase Condominium No. 7 and Cypress Chase Condominium No. 8, if the latter is created by the Developer), the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the board of directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the board of directors of the Association one year after sales by the Developer have been closed of 50% of the units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of 90% of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one member of the board of directors of the Association as long as the Developer holds for sale in the ordinary course of business any units in condominiums operated by the Association.

Within 60 days after unit owners other than the Developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call and give not less than 30 days' nor more than 40 days' notice of a meeting of the unit owners for that purpose. Such meeting may be called and the notice given by any unit owner, if the Association fails to do so.

Any representative of the Developer serving on the board of directors of the Association shall not be required to disqualify himself as to any vote upon any management contract or other matter as to which the Developer or the said director may have a pecuniary or other interest. Similarly, the Developer, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter between the Developer and the Association where the said Developer may have a pecuniary or other interest. The condominium unit owners, either individually or collectively, shall not have any claim, cause of action or right of action against the Developer or any of its representatives who shall become members of the board of directors of the Association on account of any claimed conflict of interest between the Developer and such representatives, on the one hand, and the Association and the condominium unit owner or owners, on the other hand, in any way arising out of or connected with any vote or other action taken by the Developer or the Developer's representatives while acting as members of the board of directors of the Association.

If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing by the Developer:

A. Assessment of the Developer as a unit owner for capital improvements.

B. Any action by the Association that would be detrimental to the sales of units by the Developer; provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

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Prior to or within a reasonable time after unit owners other than the Developer elect a majority of the board of directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer, as provided in §711.66(4) of the Florida Statutes, as enacted by the regular 1974 session of the Florida Legislature.

XXXVII.

RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of the Developer reserved in this Declaration of Condominium and in the articles of incorporation and the by-laws of the Association are freely assignable by the Developer, in whole or in part, and may be exercised by the nominee of the Developer and/or may be exercised by the successor or successors in interest of the Developer.

XXXVIII.

SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXIX.

LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. The headings used in connection with the various Articles and subparagraphs of this Declaration of Condominium, as well as any Exhibits attached hereto, have been utilized for the purposes of identification and convenience only, and the same shall not be construed in any way as affecting the content of the Articles, paragraphs or subparagraphs which they precede. It is the intention of the Developer that this Declaration of Condominium and the provisions hereof, as well as the provisions of all Exhibits hereto, shall comply with the Florida Condominium Act, Chapter 711, Florida Statutes, as amended, and, if there be any direct conflict between the provisions of this Declaration or any of the Exhibits hereto and the said Condominium Act, then

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the provisions of the Condominium Act shall govern; and, if there shall ever be a question as to the interpretation of any of the provisions of this Declaration of Condominium or the Exhibits hereto, they shall be interpreted in accordance with the intent of the Developer in such manner that any such questions of interpretation shall be resolved in favor of the interpretation which conforms to the Condominium Act and against any interpretation which would not be in conformance with the said Condominium Act.

XI.

DECLARATION OF CONDOMINIUM BINDING  
UPON DEVELOPER, ITS SUCCESSORS AND  
ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the lands and shall constitute an equitable servitude upon each condominium unit and its appurtenant undivided interest in the common elements; and this Declaration of Condominium shall be binding upon the Developer, its successors and assigns, and upon all parties who may subsequently become owners of condominium units in the Condominium and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, TEKTON CORPORATION has caused these presents to be executed in its name by its Assistant Vice President and its corporate seal to be hereto affixed, attested by its Assistant Secretary, this 27<sup>th</sup> day of September 1976, at Miami, Dade County, Florida.

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

TEKTON CORPORATION,  
a Delaware corporation

By

Attest

[Signature]  
Assistant Vice President  
[Signature]  
Assistant Secretary

[CORPORATE SEAL]

STATE OF FLORIDA )  
DATE : SS.:  
COUNTY OF BROWARD)

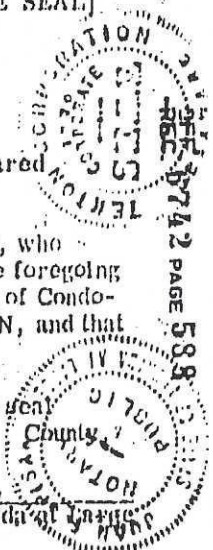
BEFORE ME, the undersigned authority, personally appeared JOHN F. TRUGLER and RAY JASON to me known to be the Assistant Vice President and Assistant Secretary respectively, of TEKTON CORPORATION, a Delaware corporation, who acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium, that the execution of said Declaration of Condominium is the free act and deed of the said TEKTON CORPORATION, and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27<sup>th</sup> day of September, 1976, at Miami, Florida.

My commission expires

[Signature]  
Notary Public, State of Florida

Notary Public, State of Florida at Large  
My Commission Expires Dec. 23, 1978  
Bonded by American Fire & Casualty Co.



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EXHIBIT "A"  
to DECLARATION OF CONDOMINIUM for  
CYPRESS CHASE CONDOMINIUM NO. 7

Legal Description of Entire Tract

A portion of the Northwest one-quarter (NW 1/4) of Section 25, Township 49 South, Range 41 East, Broward County, Florida, described as follows:

Beginning at the Northeast corner of the West one-half (W 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of said Section 25, run South 0°55'15" East along the East boundary of said West one-half (W 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) a distance of 1,377.63 feet; thence South 89°59'51" West a distance of 660.07 feet; thence South 0°55'15" East a distance of 800.10 feet; thence South 89°59'51" West a distance of 660.07 feet to a point on the West boundary of the East one-half (E 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of said Section 25; thence North 0°55'15" West along said West boundary a distance of 1,196.77 feet; thence North 84°34'45" East a distance of 25.08 feet; thence South 0°55'15" East a distance of 9.28 feet; thence North 89°04'45" East a distance of 573.71 feet; thence North 0°55'15" West a distance of 805.39 feet; thence North 79°55'10" East a distance of 152.32 feet; thence North 68°30'39" East a distance of 201.68 feet; thence due North a distance of 72.74 feet to a point on the North boundary of said Section 25; thence due East along said North boundary a distance of 380.96 feet to the Point of Beginning.

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EXHIBIT "B"  
to DECLARATION OF CONDOMINIUM for  
CYPRESS CHASE CONDOMINIUM NO. 7

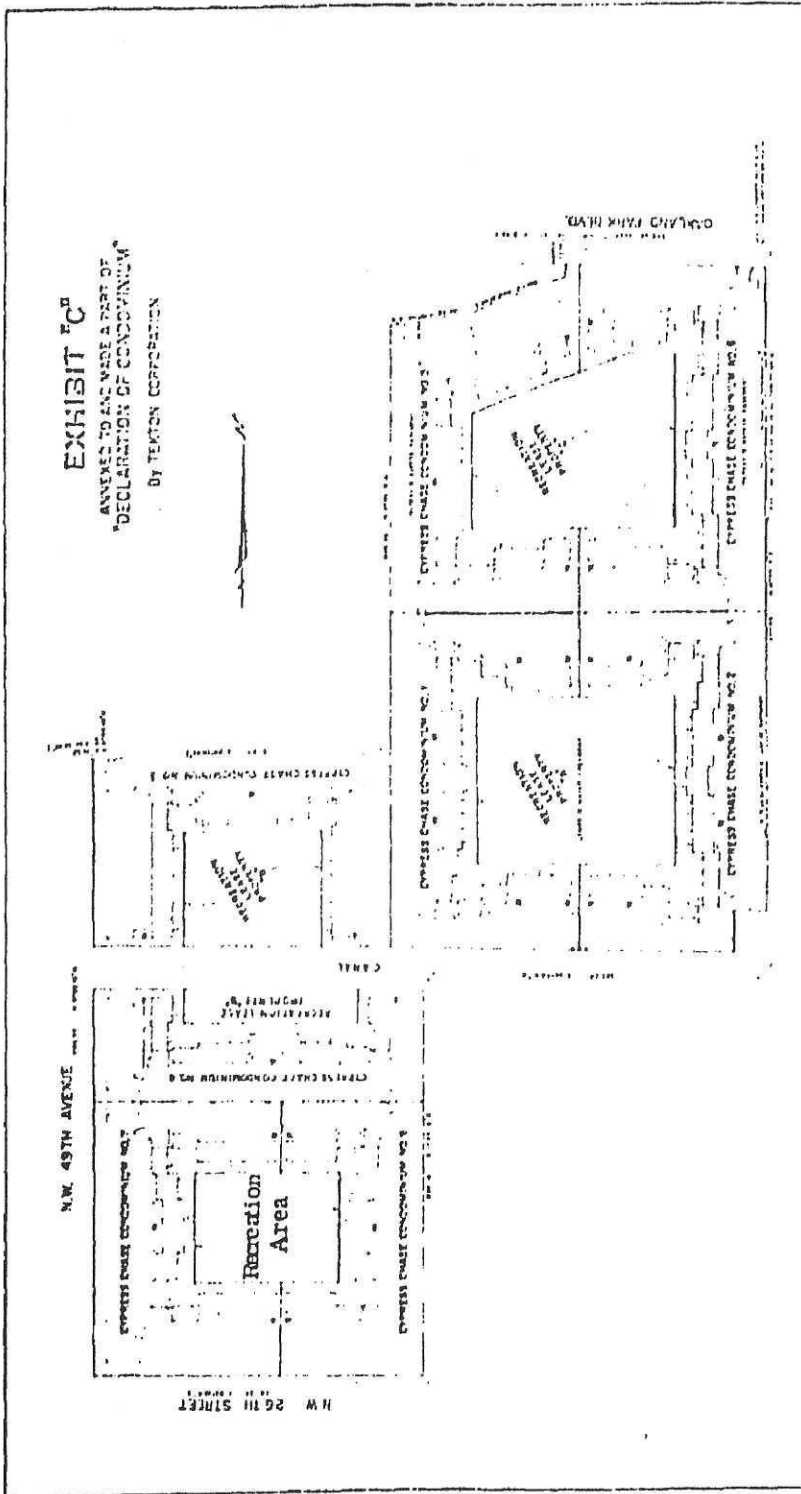
Legal Description of Cypress Chase Condominium No. 7 Properly

A portion of the East one-half ( $E\frac{1}{2}$ ) of the Southwest one-quarter ( $SW\frac{1}{4}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) of Section 25, Township 49 South, Range 41 East, more fully described as follows:

Commencing at the Northwest corner of the said East one-half ( $E\frac{1}{2}$ ) of the Southwest one-quarter ( $SW\frac{1}{4}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) of Section 25; thence South  $0^{\circ} 55' 15''$  East along the West line of the said East one-half ( $E\frac{1}{2}$ ) of the Southwest one-quarter ( $SW\frac{1}{4}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) a distance of 314.144 feet; thence North  $89^{\circ} 59' 51''$  East a distance of 30.004 feet to the Point of Beginning. Thence continuing North  $89^{\circ} 59' 51''$  East a distance of 352.352 feet; thence South  $0^{\circ} 00' 09''$  East a distance of 131.167 feet; thence South  $89^{\circ} 59' 51''$  West a distance of 181.561 feet; thence South  $0^{\circ} 55' 15''$  East a distance of 212.223 feet; thence North  $89^{\circ} 59' 51''$  East a distance of 181.561 feet; thence South  $0^{\circ} 00' 09''$  East a distance of 173.667 feet; thence South  $89^{\circ} 59' 51''$  West a distance of 347.466 feet; thence North  $0^{\circ} 55' 15''$  West along a line 30 feet East of (as measured at right angles) and parallel with the said West line of the East one-half ( $E\frac{1}{2}$ ) of the Southwest one-quarter ( $SW\frac{1}{4}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) of Section 25, a distance of 517.096 feet to the Point of Beginning. Said land situate, lying and being in Broward County, Florida, and containing 3.2704 acres more or less.

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**EXHIBIT "C"**  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 BY TEMTON CORPORATION

PLAN OF ENTIRE TRACT  
 CYPRESS CHASE CONDOMINIUMS  
 PREPARED BY  
 [Illegible Name]  
 [Illegible Address]

EXHIBIT "D"  
to DECLARATION OF CONDOMINIUM for  
CYPRESS CHASE CONDOMINIUM NO. 7

Percentage of Ownership of Common Elements  
and  
Percentage of Share of Common Expenses and Surplus

UNIT NO.	PERCENTAGE	UNIT NO.	PERCENTAGE	UNIT NO.	PERCENTAGE	UNIT NO.	PERCENTAGE
101	.963020	201	.963020	301	.963020	401	.963020
102	.963020	202	.963020	302	.963020	402	.963020
103	.963020	203	.963020	303	.963020	403	.963020
104	.963020	204	.963020	304	.963020	404	.963020
105	.963020	205	.963020	305	.963020	405	.963020
106	.963020	206	.963020	306	.963020	406	.963020
107	.717450	207	.717450	307	.717450	407	.717450
108	.717450	208	.717450	308	.717450	408	.717450
109	.717450	209	.717450	309	.717450	409	.717450
110	.717450	210	.717450	310	.717450	410	.717450
111	.963020	211	.963020	311	.963020	411	.963020
112	.963020	212	.963020	312	.963020	412	.963020
113	.963020	213	.963020	313	.963020	413	.963020
114	.963020	214	.963020	314	.963020	414	.963020
115	.963020	215	.963020	315	.963020	415	.963020
116	.963020	216	.963020	316	.963020	416	.963020
117	.963020	217	.963020	317	.963020	417	.963020
118	.963020	218	.963020	318	.963020	418	.963020
119	.717450	219	.717450	319	.717450	419	.717450
120	.717450	220	.717450	320	.717450	420	.717450
121	.717450	221	.717450	321	.717450	421	.717450
122	.717450	222	.717450	322	.717450	422	.717450
123	.963020	223	.963020	323	.963020	423	.963020
124	.963020	224	.963020	324	.963020	424	.963020
125	.963020	225	.963020	325	.963020	425	.963020
126	.963020	226	.963020	326	.963020	426	.963020
127	.963020	227	.963020	327	.963020	427	.963020
128	.963020	228	.963020	328	.963020	428	.963020
<u>Total</u>						<u>100,000000</u>	

OFF. REC. 6742 PAGE 502



**EXHIBIT "E" to DECLARATION OF CONDOMINIUM  
for CYPRESS CHASE CONDOMINIUM NO. 7**

Percentage of Share of Common Expenses and Surplus  
Upon Creation of Cypress Chase Condominium No. 8

UNIT NO.	PERCENTAGE	UNIT NO.	PERCENTAGE	UNIT NO.	PERCENTAGE	UNIT NO.	PERCENTAGE
101	.521720	201	.521720	301	.521720	401	.521720
102	.521720	202	.521720	302	.521720	402	.521720
103	.521720	203	.521720	303	.521720	403	.521720
104	.521720	204	.521720	304	.521720	404	.521720
105	.521720	205	.521720	305	.521720	405	.521720
106	.521720	206	.521720	306	.521720	406	.521720
107	.388630	207	.388630	307	.388630	407	.388630
108	.388630	208	.388630	308	.388630	408	.388630
109	.388630	209	.388630	309	.388630	409	.388630
110	.388630	210	.388630	310	.388630	410	.388630
111	.521720	211	.521720	311	.521720	411	.521720
112	.521720	212	.521720	312	.521720	412	.521720
113	.521720	213	.521720	313	.521720	413	.521720
114	.521720	214	.521720	314	.521720	414	.521720
115	.521720	215	.521720	315	.521720	415	.521720
116	.521720	216	.521720	316	.521720	416	.521720
117	.521720	217	.521720	317	.521720	417	.521720
118	.521720	218	.521720	318	.521720	418	.521720
119	.388630	219	.388630	319	.388630	419	.388630
120	.388630	220	.388630	320	.388630	420	.388630
121	.388630	221	.388630	321	.388630	421	.388630
122	.388630	222	.388630	322	.388630	422	.388630
123	.521720	223	.521720	323	.521720	423	.521720
124	.521720	224	.521720	324	.521720	424	.521720
125	.521720	225	.521720	325	.521720	425	.521720
126	.521720	226	.521720	326	.521720	426	.521720
127	.521720	227	.521720	327	.521720	427	.521720
128	.521720	228	.521720	328	.521720	428	.521720
129	.521720	229	.521720	329	.521720	429	.521720
130	.521720	230	.521720	330	.521720	430	.521720
131	.521720	231	.521720	331	.521720	431	.521720
132	.521720	232	.521720	332	.521720	432	.521720
133	.388630	233	.388630	333	.388630	433	.388630
134	.388630	234	.388630	334	.388630	434	.388630
135	.388630	235	.388630	335	.388630	435	.388630
136	.388630	236	.388630	336	.388630	436	.388630
137	.521720	237	.521720	337	.521720	437	.521720
138	.521720	238	.521720	338	.521720	438	.521720
139	.521720	239	.521720	339	.521720	439	.521720
140	.521720	240	.521720	340	.521720	440	.521720
141	.521720	241	.521720	341	.521720	441	.521720
142	.521720	242	.521720	342	.521720	442	.521720
143	.521720	243	.521720	343	.521720	443	.521720
144	.521720	244	.521720	344	.521720	444	.521720
145	.388630	245	.388630	345	.388630	445	.388630
146	.388630	246	.388630	346	.388630	446	.388630
147	.388630	247	.388630	347	.388630	447	.388630
148	.388630	248	.388630	348	.388630	448	.388630
149	.521720	249	.521720	349	.521720	449	.521720
150	.521720	250	.521720	350	.521720	450	.521720
151	.521720	251	.521720	351	.521720	451	.521720
152	.521720	252	.521720	352	.521720	452	.521720

Total

100.000000

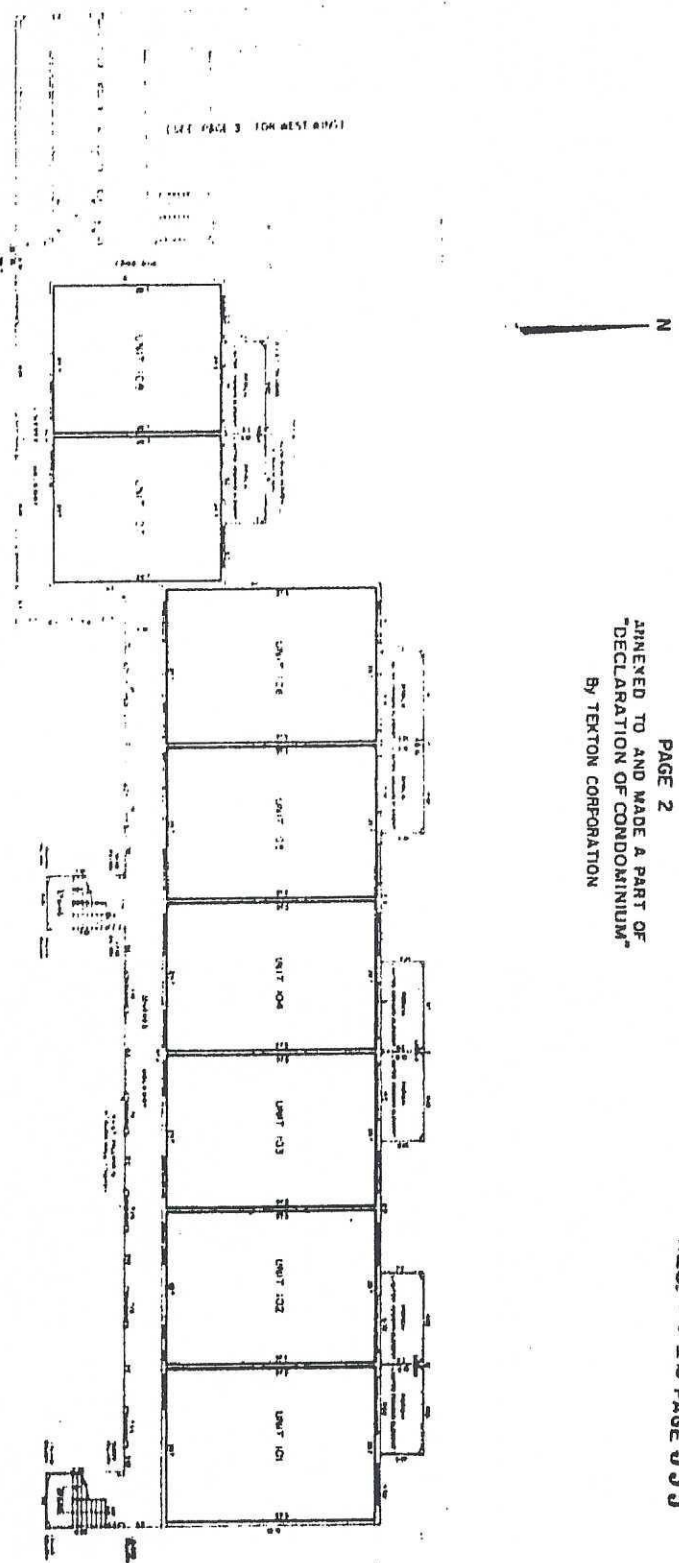
DEF 6742 PAGE 503





**EXHIBIT "F"**  
 PAGE 2  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 BY TEXTON CORPORATION

DEF. 67142 page 535



NOTES:  
 These plans and specifications are prepared in accordance with the  
 Code of Ordinances of the City of Dallas, Texas, and the  
 International Building Code, 1991 Edition, as amended.  
 The owner hereby certifies that the plans and specifications  
 are true and correct and that the same conform to the  
 Code of Ordinances of the City of Dallas, Texas, and the  
 International Building Code, 1991 Edition, as amended.

DATE: 04/14/2004  
 BY: [Signature]  
 TITLE: [Title]

**FIRST FLOOR PLAN**  
 (SOUTH WING)  
 CYPRESS CHASE  
 CONDOMINIUM NUMBER 7  
 BY TEXTON CORPORATION

MANAGED BY: [Name]  
 1000 [Address]  
 DALLAS, TEXAS 75201

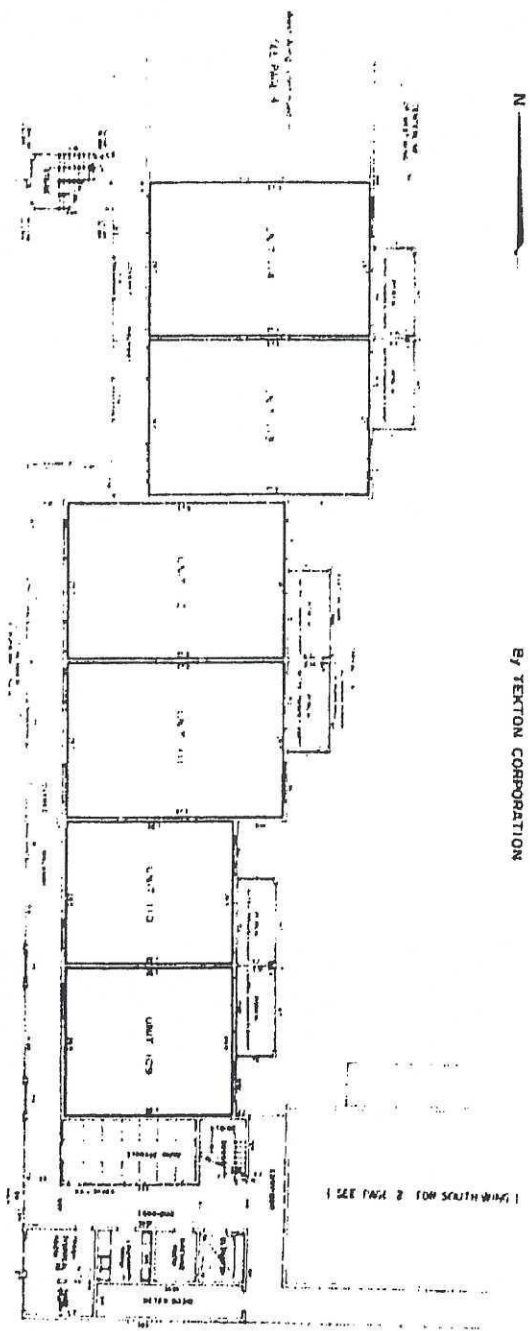
DATE: 04/14/2004  
 BY: [Signature]  
 TITLE: [Title]

# EXHIBIT "F"

PAGE 3

ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
BY TEXITON CORPORATION

OFF. REC. 6742 PAGE 596



NOTE:  
This plan is prepared by the Architect for the use of the  
Developer and is not to be used for any other purpose  
without the written consent of the Architect. The  
Developer is responsible for the accuracy of the  
information shown on this plan. The Architect is  
not responsible for the accuracy of the information  
shown on this plan.

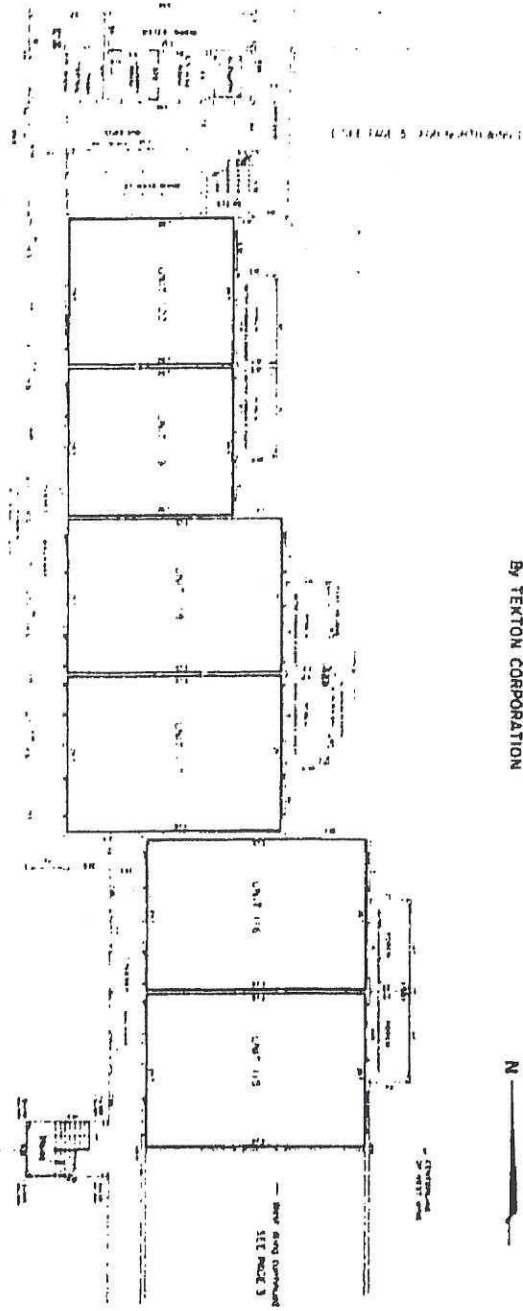
UNIT 101 UNIT 102 UNIT 103 UNIT 104 UNIT 105 UNIT 106 UNIT 107 UNIT 108 UNIT 109 UNIT 110

**FIRST FLOOR PLAN**  
**(WEST WING)**  
**CYPRESS CHASE**  
**CONDOMINIUM NUMBER 7**  
TEXITON CORPORATION  
1000 WEST 10TH AVENUE  
DENVER, COLORADO 80202  
DATE: 11-18-77  
SCALE: 1/8" = 1'-0"



**EXHIBIT "F"**  
 PAGE 4  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 BY TEKTON CORPORATION

OFF. REC. 6742 PAGE 507



**NOTES**  
 1. THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF TEKTON CORPORATION AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF TEKTON CORPORATION.  
 2. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY CHANGES TO THE PLAN SINCE THE DATE OF THE ORIGINAL DESIGN.  
 3. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY CHANGES TO THE PLAN SINCE THE DATE OF THE ORIGINAL DESIGN.

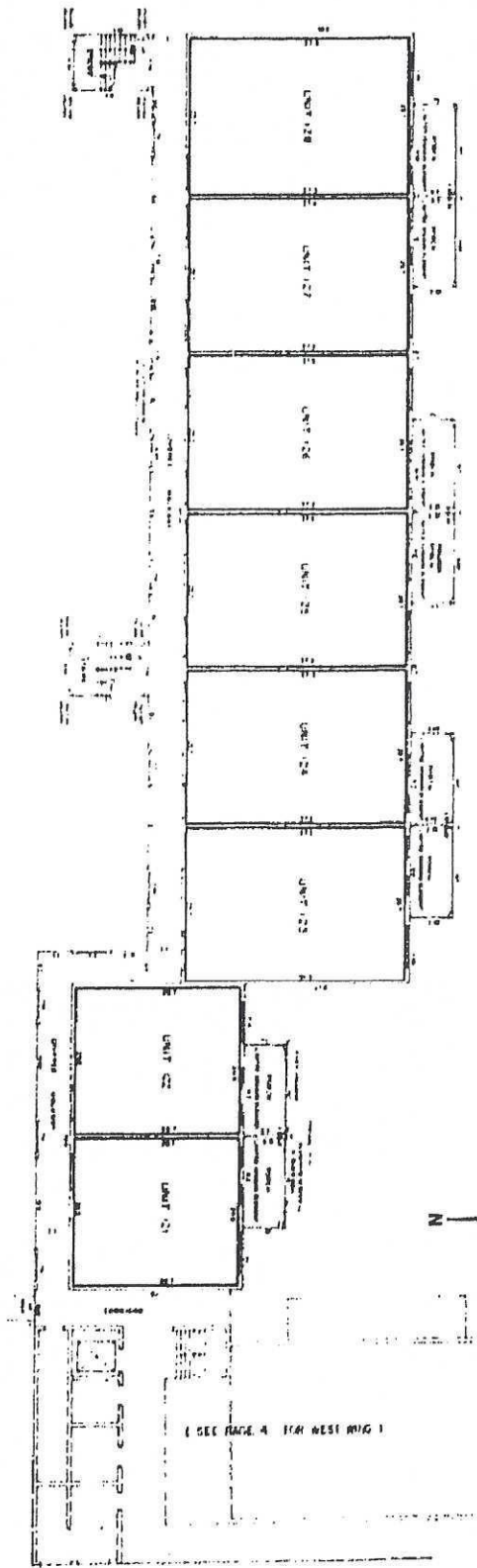
DATE: 10/15/88  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**FIRST FLOOR PLAN**  
 (WEST WING)  
 CYPRESS CHASE  
 CONDOMINIUM NUMBER 7  
 BY TEKTON CORPORATION

TEKTON CORPORATION  
 400 N. B. ROAD  
 NEW LONDON, ALABAMA 36555  
 PHONE: 205/681-1111  
 FAX: 205/681-1112

**EXHIBIT "F"**  
 PAGE 5  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 By TEXTON CORPORATION

OFF. REC. 6742 Page 598



THIS PLAN AND SPECIFICATIONS, BY REFERENCE TO THE PLAN AND SPECIFICATIONS, SHALL BE CONSIDERED TO BE A PART OF THE DECLARATION OF CONDOMINIUM AND SHALL BE READ IN CONNECTION WITH THE DECLARATION OF CONDOMINIUM AND THE DECLARATION OF CONDOMINIUM SHALL BE CONSIDERED TO BE A PART OF THIS PLAN AND SPECIFICATIONS.

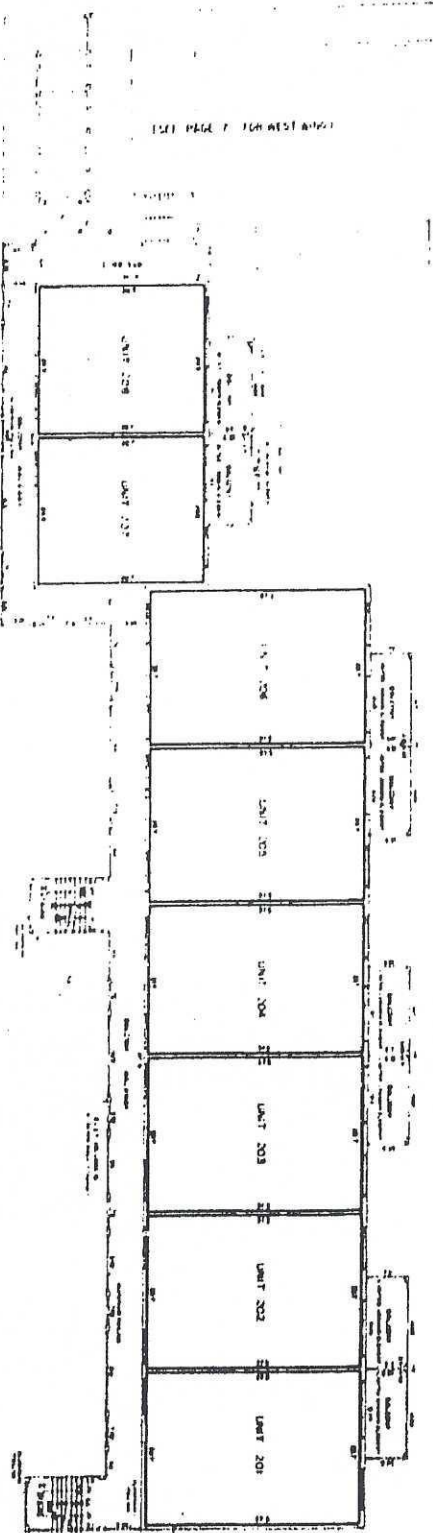
CONSTRUCTION OF THIS PLAN AND SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION SPECIFICATIONS AND THE CONSTRUCTION SPECIFICATIONS SHALL BE CONSIDERED TO BE A PART OF THIS PLAN AND SPECIFICATIONS.

**FIRST FLOOR PLAN  
 (NORTH WING)  
 CYPRESS CHASE  
 CONDOMINIUM NUMBER 7**  
 T. J. MURPHY, ARCHITECT  
 1001 N. W. 10th Ave.  
 Miami, Florida 33136  
 1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025



**EXHIBIT "F"**  
 PAGE 6  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 BY TEXITON CORPORATION

DEF. REC. 6742 PAGE 539



SEE PAGE 7 FOR WEST WING

NOTES:  
 1. All areas and dimensions are subject to change and shall be based on the final survey of the project. Dimensions of 20' or more shall be based on the final survey of the project and shall not be subject to change. All other dimensions shall be based on the final survey of the project and shall not be subject to change.

OFFICE: 1000 W. WASHINGTON ST., SUITE 1000, WASHINGTON, D.C. 20004  
 PHONE: (202) 462-1000  
 FAX: (202) 462-1001

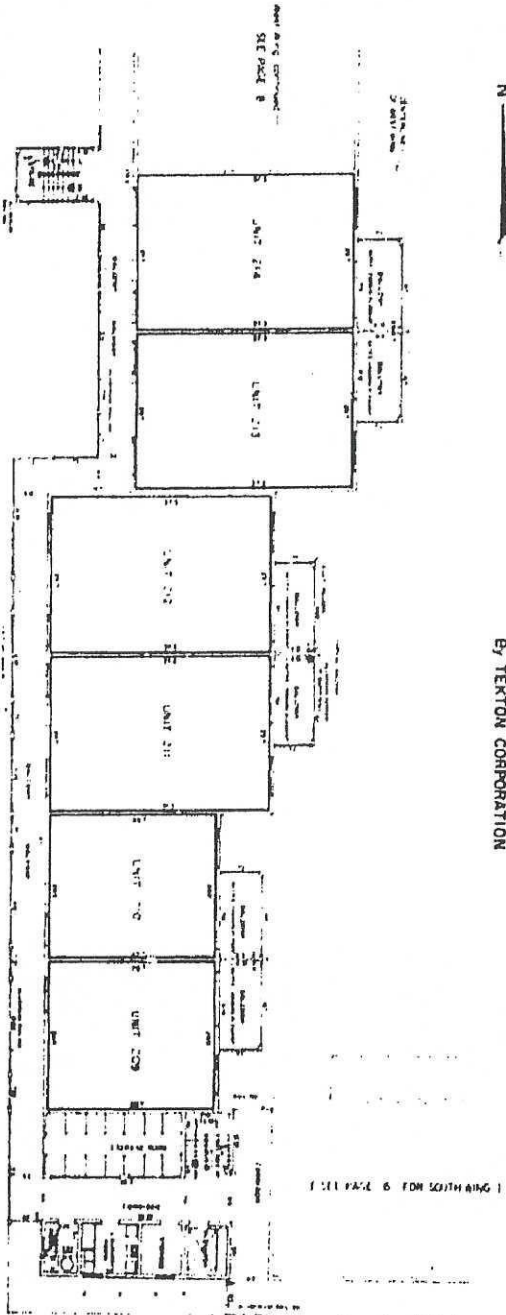
**SECOND FLOOR PLAN**  
 (SOUTH WING)  
 CYPRESS CHASE  
 CONDOMINIUM NUMBER 7  
 BY TEXITON CORPORATION

Prepared by: TEXITON CORPORATION  
 1000 W. WASHINGTON ST., SUITE 1000  
 WASHINGTON, D.C. 20004  
 DATE: 11-1-88

Scale: 1/8" = 1'-0"

OFF REC. 6742 page 600

**EXHIBIT "F"**  
PAGE 7  
ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
By TEKTON CORPORATION



**NOTES**  
1. All dimensions are in feet and inches.  
2. All areas are approximate.  
3. All areas are subject to change without notice.  
4. All areas are subject to the provisions of the Declaration of Condominium.  
5. All areas are subject to the provisions of the Condominium Act.

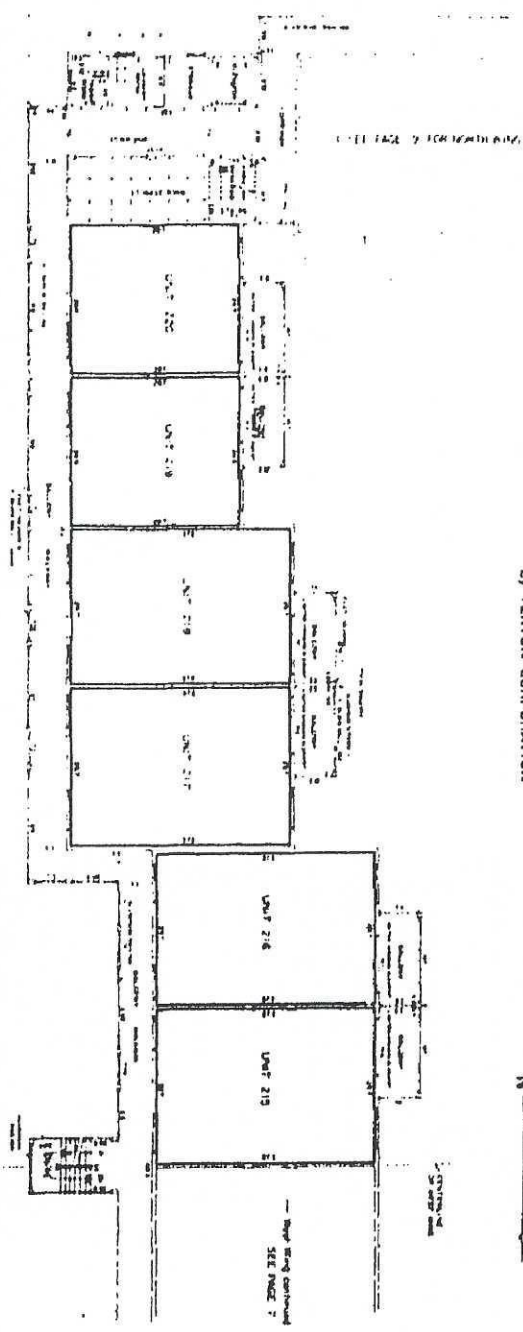
TEKTON CORPORATION  
1000 WEST 10TH AVENUE  
DENVER, COLORADO 80202  
TEL: 333-1234

**SECOND FLOOR PLAN**  
(WEST WING)  
CYPRESS CHASE  
CONDOMINIUM NUMBER 7  
As Amended by Declaration of Condominium  
of Cypress Chase Condominiums  
No. 7  
1000 West 10th Avenue  
Denver, Colorado 80202



**EXHIBIT 'F'**  
 PAGE 8  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 By TEKTON CORPORATION

OFF. 6742 PAGE 601



**NOTES**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.  
 3. ALL DOORS ARE 3'0" WIDE UNLESS OTHERWISE NOTED.  
 4. ALL WINDOWS ARE 6'0" WIDE UNLESS OTHERWISE NOTED.  
 5. ALL FLOORS ARE 4" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE NOTED.  
 6. ALL CEILING ARE 8" ACoustIC TILE UNLESS OTHERWISE NOTED.  
 7. ALL LIGHT FIXTURES ARE TO BE INSTALLED AS SHOWN.  
 8. ALL ELECTRICAL WORK IS TO BE INSTALLED AS SHOWN.  
 9. ALL MECHANICAL WORK IS TO BE INSTALLED AS SHOWN.  
 10. ALL FINISHES ARE TO BE AS SHOWN.

UNIT 202  
 UNIT 203  
 UNIT 204  
 UNIT 205  
 UNIT 206  
 UNIT 207  
 UNIT 208  
 UNIT 209

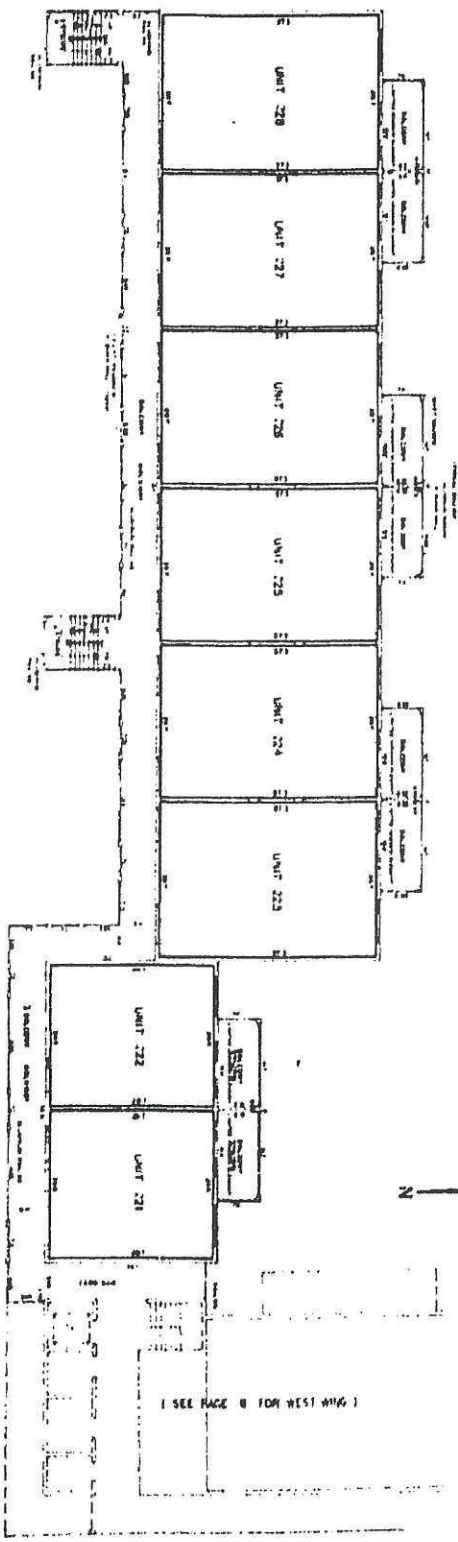
<b>SECOND FLOOR PLAN (WEST WING)</b>	
CYPRESS CHASE CONDOMINIUM NUMBER 7	
TEKTON CORPORATION 10000 W. ALABAMA AVE. MCKINNEY, TEXAS 75069	
Scale: 1/8" = 1'-0"	Sheet: 1 of 3
Contract: 6742	Date: 10/1/87

**EXHIBIT "F"**

PAGE 9

ANNEXED TO AND MADE A PART OF  
DECLARATION OF CONDOMINIUM  
By TExTON CORPORATION

OFF. REC. 6742 PAGE 602



NOTES  
These plans and a schedule are hereby adopted as the final plans for the development of the project and shall be subject to the provisions of the Declaration of Condominium and the rules and regulations of the condominium. The developer reserves the right to make any changes to these plans and a schedule without the consent of the condominium association.

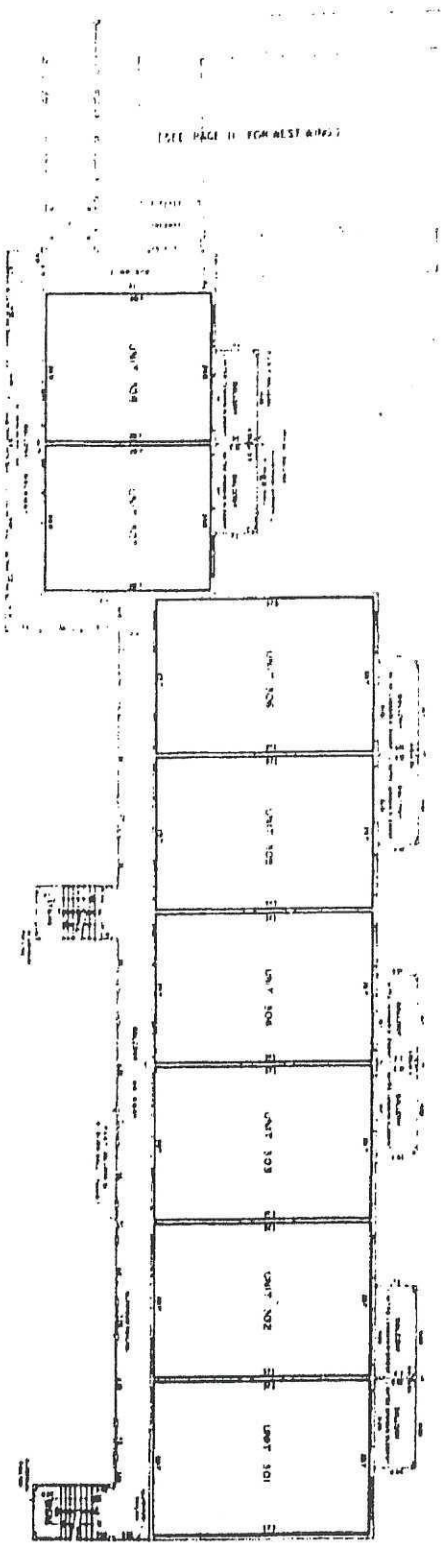
CONDOMINIUM DEVELOPER: TExTON CORPORATION  
10000 W. 11th Ave., Suite 100  
Denver, CO 80202  
Architect: [unreadable]  
10000 W. 11th Ave., Suite 100  
Denver, CO 80202

<b>SECOND FLOOR PLAN</b> (NORTH WING) CYPRESS CHASE CONDOMINIUM NUMBER 7	
Scale: 1/8" = 1'-0"	North Arrow
Drawn by: [unreadable]	Checked by: [unreadable]
Date: [unreadable]	Date: [unreadable]



**EXHIBIT "F"**  
 PAGE 10  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 By TEKTON CORPORATION

REF: 6742 PAGE 603



(SEE PAGE 11 FOR WEST WING)

**NOTES**  
 1. This plan and specifications are subject to change without notice by the Architect.  
 2. The Architect is not responsible for the accuracy of the information provided in this plan.  
 3. The Architect is not responsible for the accuracy of the information provided in this plan.  
 4. The Architect is not responsible for the accuracy of the information provided in this plan.

LETTERING AND DIMENSIONS BY: [illegible]  
 DATE: [illegible]

**THIRD FLOOR PLAN  
 (SOUTH WING)  
 CYPRESS CHASE  
 CONDOMINIUM NUMBER 7**

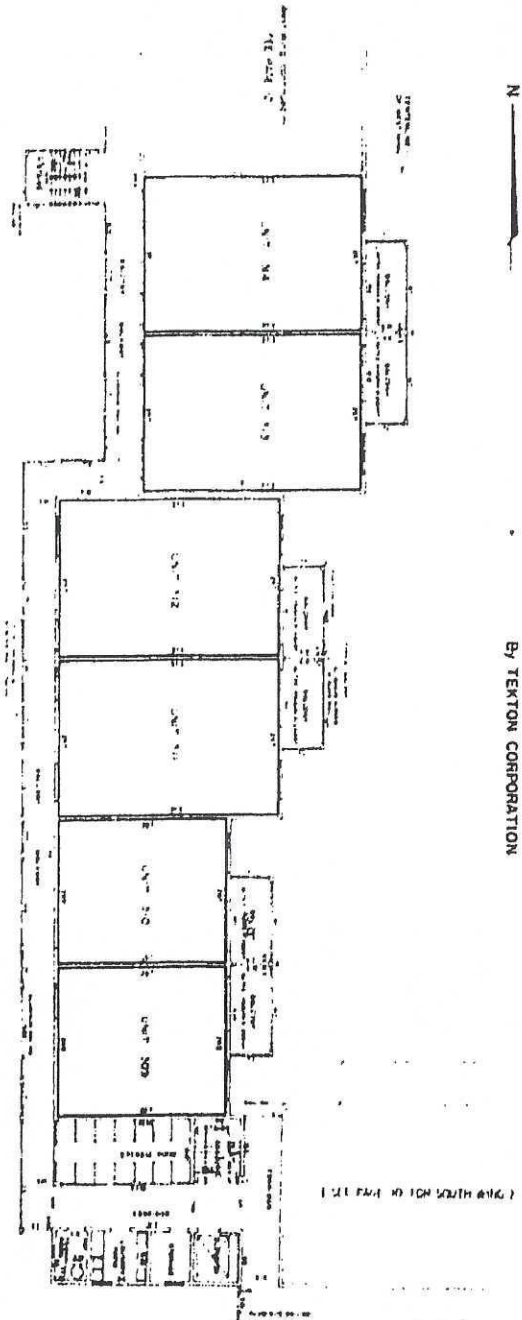
SCALE: 1/8" = 1'-0"  
 DATE: [illegible]

**EXHIBIT "F"**

PAGE 11

ANNEXED TO AND MADE A PART OF  
"DECLARATION OF CONDOMINIUM"  
By TEKTON CORPORATION

OFF REC: 0882 PAGE 608



**NOTES**

1. All dimensions are taken from the center line of walls unless otherwise indicated.

2. All dimensions are in feet and inches.

3. All dimensions are rounded to the nearest 1/8 inch.

4. All dimensions are subject to change without notice.

5. All dimensions are subject to the accuracy of the survey.

PREPARED BY: ARCHITECTURAL FIRM

DATE: 10/15/82

SCALE: AS SHOWN

<b>THIRD FLOOR PLAN</b>	
<b>(WEST WING)</b>	
<b>CYPRESS CHASE</b>	
<b>CONDOMINIUM NUMBER 7</b>	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
DATE: 10/15/82	
SCALE: AS SHOWN	

*6742 PAGE 604*

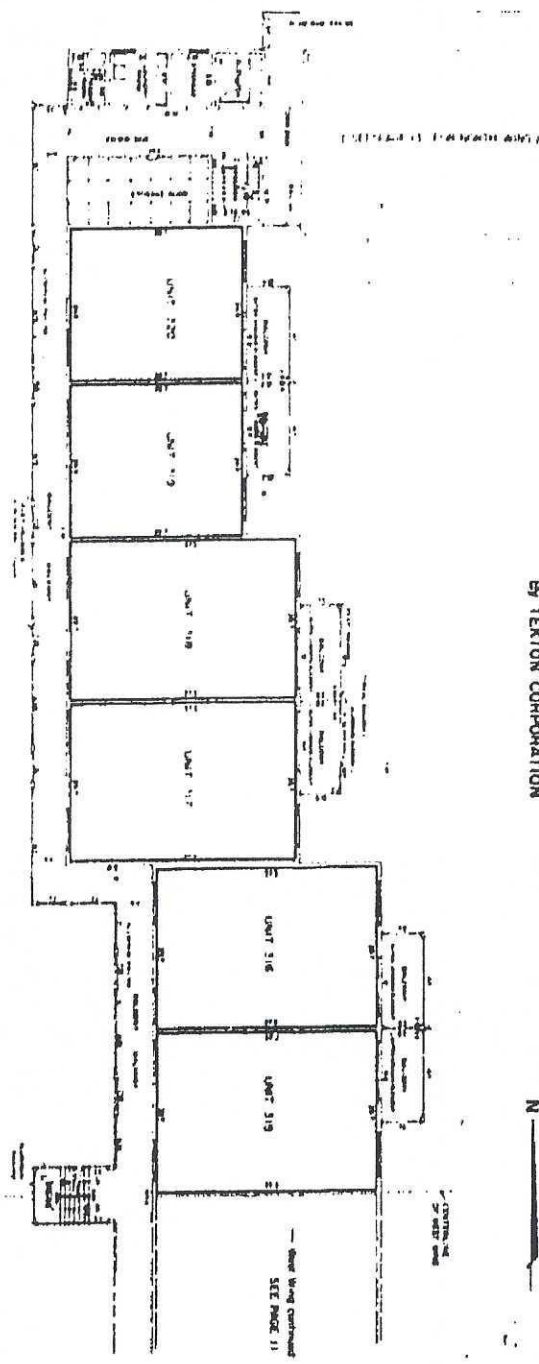


**EXHIBIT "F"**

PAGE 12

ANNEXED TO AND MADE A PART OF  
DECLARATION OF CONDOMINIUM  
By TEKTON CORPORATION

OFF. REC. 67 & 2 page 604-A



**NOTES**

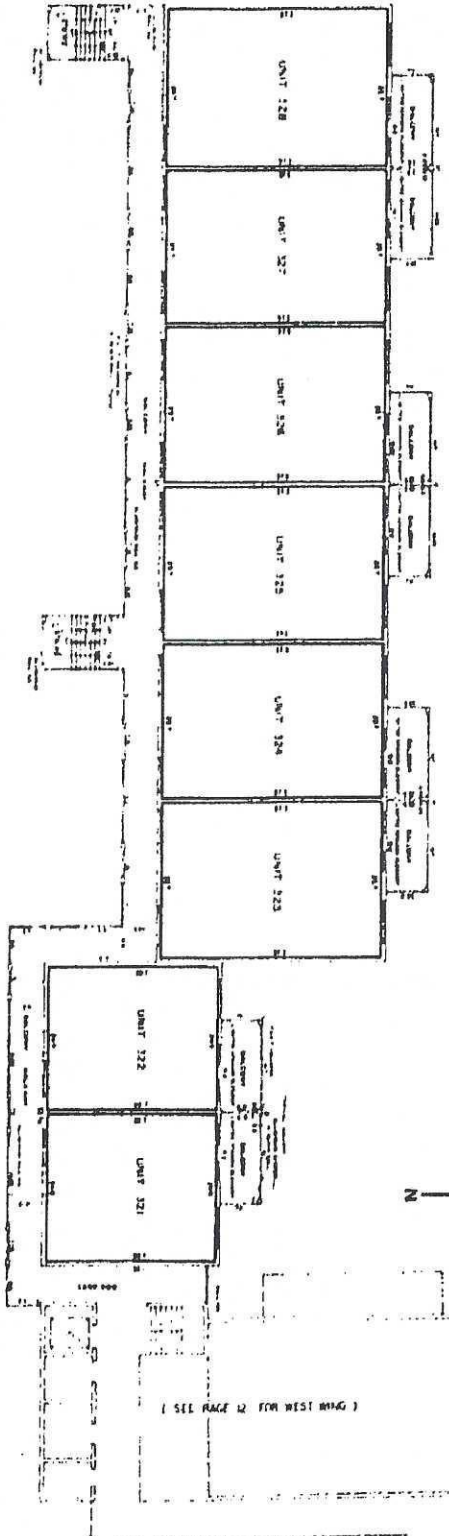
These plans and specifications are prepared under the supervision of the Architect and are subject to the provisions of the Declaration of Condominium and the Declaration of Condominium Supplement. They are not to be construed as a contract and are not to be used for any other purpose without the written consent of the Architect.

**DATE: JANUARY 2, 1973**

By: [Signature]

<b>THIRD FLOOR PLAN (WEST WING)</b>	
<b>CYPRESS CHASE CONDOMINIUM NUMBER 7</b>	
Prepared by: [Signature]	
Checked by: [Signature]	
Date: [Date]	

**EXHIBIT "F"**  
 PAGE 13  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 BY TETON CORPORATION



GFF: 6742 page 605  
 REC: 6742

**NOTES:**  
 1. All dimensions are in feet and inches.  
 2. All dimensions are to the center of the wall unless otherwise noted.  
 3. All dimensions are to the center of the unit unless otherwise noted.  
 4. All dimensions are to the center of the unit unless otherwise noted.  
 5. All dimensions are to the center of the unit unless otherwise noted.  
 6. All dimensions are to the center of the unit unless otherwise noted.  
 7. All dimensions are to the center of the unit unless otherwise noted.  
 8. All dimensions are to the center of the unit unless otherwise noted.  
 9. All dimensions are to the center of the unit unless otherwise noted.  
 10. All dimensions are to the center of the unit unless otherwise noted.

**UNIT 128 UNIT 127 UNIT 126 UNIT 125 UNIT 124 UNIT 123**  
 UNIT 122 UNIT 121

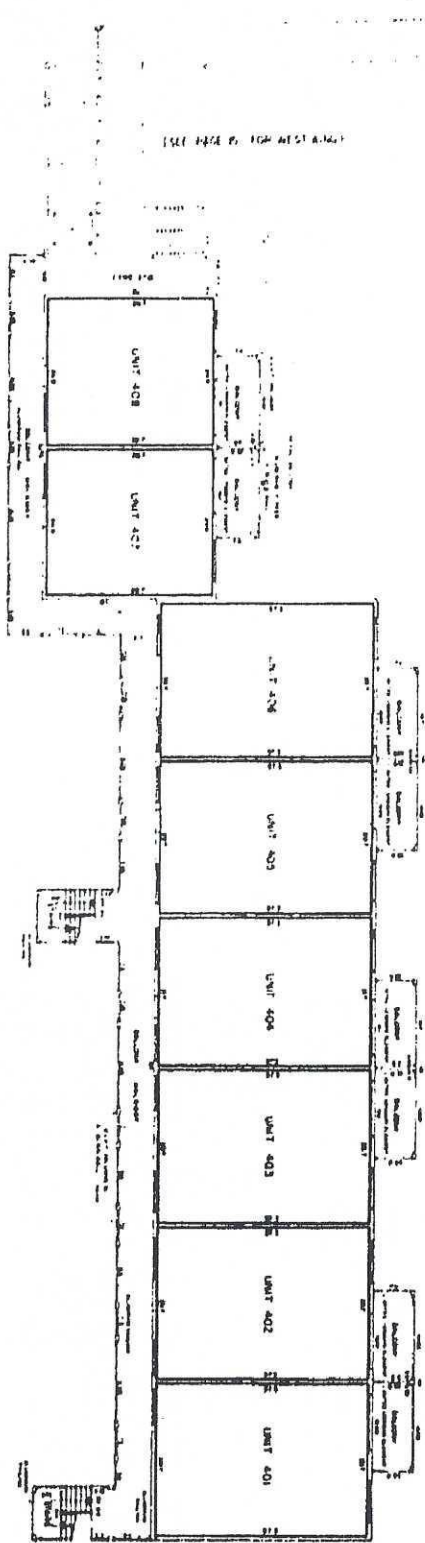
**THIRD FLOOR PLAN  
 (NORTH WING)  
 CYPRESS CHASE  
 CONDOMINIUM NUMBER 7  
 BY TETON CORPORATION**

SCALE: 1/8" = 1'-0"  
 DATE: 11/15/87  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN



**EXHIBIT "F"**  
 PAGE 14  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 By TERTON CORPORATION

OFF. REC. 6742 PAGE 606



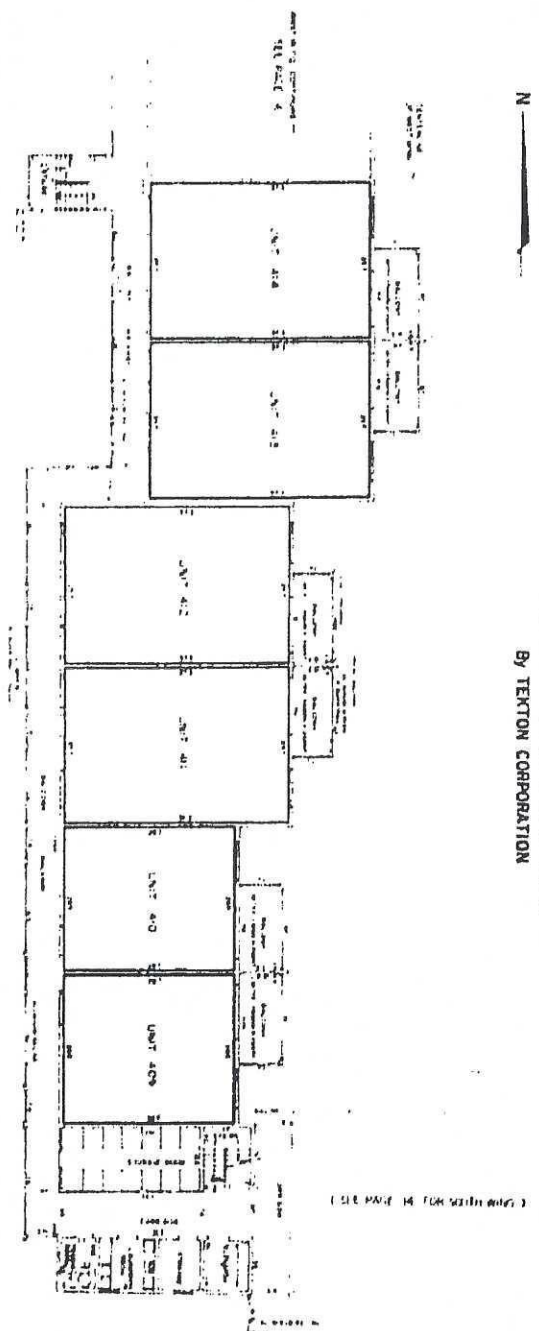
NOTES:  
 1. This floor plan is subject to the same restrictions as the other floor plans in this Declaration of Condominium.  
 2. The owner of this unit shall be responsible for the maintenance and repair of the interior of this unit.  
 3. The owner of this unit shall be responsible for the maintenance and repair of the exterior of this unit.  
 4. The owner of this unit shall be responsible for the maintenance and repair of the common areas of this unit.  
 5. The owner of this unit shall be responsible for the maintenance and repair of the common areas of this unit.

DETAILS AND DIMENSIONS OF UNITS  
 ARE SHOWN ON THE ARCHITECTURAL  
 DRAWINGS ATTACHED TO THIS  
 DECLARATION OF CONDOMINIUM.

**FOURTH FLOOR PLAN  
 (SOUTH WING)  
 CYPRESS CHASE  
 CONDOMINIUM NUMBER 7**  
 TERTON CORPORATION  
 10000 WEST LAKESHORE DRIVE  
 WEST LAKESHORE, ILLINOIS 60075

**EXHIBIT "F"**  
 PAGE 5  
 ANNEXED TO AND MADE A PART OF  
 "DECLARATION OF CONDOMINIUM"  
 BY TEXTON CORPORATION

OFF. REC. 6742 PAGE 607



These plans and specifications are subject to change without notice and the contractor shall be responsible for obtaining the latest revision of these plans and specifications at all times during the construction of the project.

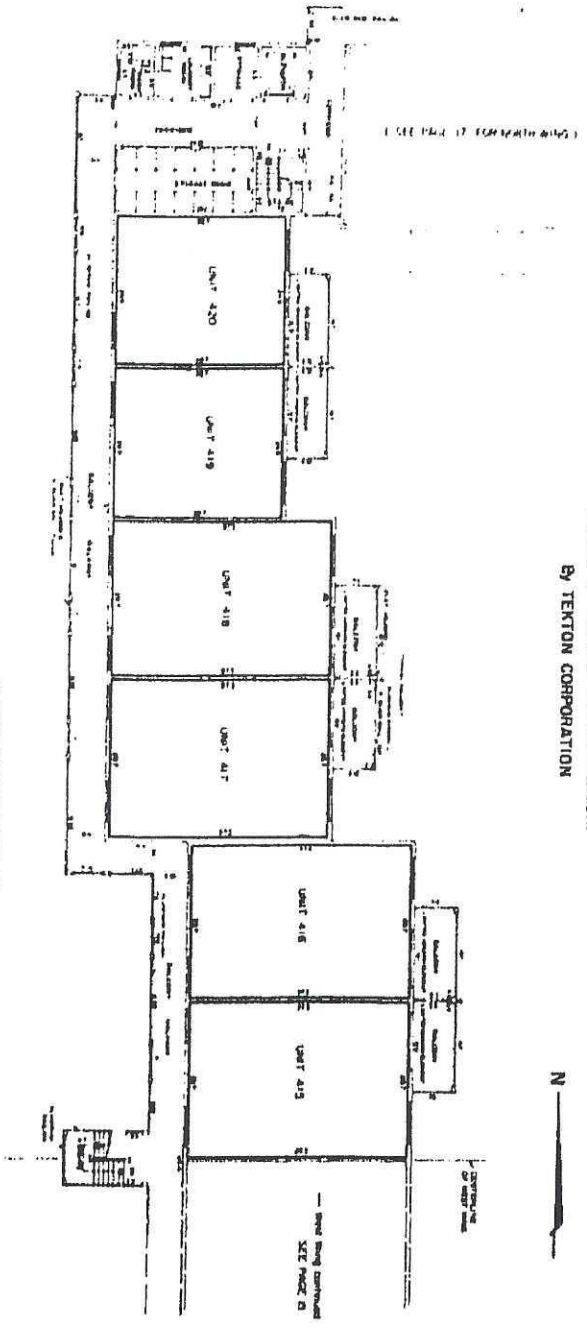
THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS TO BE KEPT IN THE ARCHITECT'S OFFICE. IT IS TO BE RETURNED TO THE ARCHITECT UPON COMPLETION OF THE PROJECT.

<p><b>FOURTH FLOOR PLAN</b>          (WEST WING)          CYPRESS CHASE          CONDOMINIUM NUMBER 7          BY TEXTON CORPORATION</p>	<p>SCALE OF CONSTRUCTION          1/8" = 1'-0"</p>
--	--



**EXHIBIT "F"**  
 PAGE 16  
 ANNEXED TO AND MADE A PART OF  
 DECLARATION OF CONDOMINIUM  
 BY TEKTON CORPORATION

OFF REC: 6742 PAGE 608



NOTES:  
 1. All dimensions are indicated from point to point unless otherwise noted.  
 2. All dimensions are indicated from center to center unless otherwise noted.  
 3. All dimensions are indicated from face to face unless otherwise noted.  
 4. All dimensions are indicated from edge to edge unless otherwise noted.  
 5. All dimensions are indicated from corner to corner unless otherwise noted.  
 6. All dimensions are indicated from center to center unless otherwise noted.  
 7. All dimensions are indicated from face to face unless otherwise noted.  
 8. All dimensions are indicated from edge to edge unless otherwise noted.  
 9. All dimensions are indicated from corner to corner unless otherwise noted.  
 10. All dimensions are indicated from center to center unless otherwise noted.

UNIT 417, 418, 419, 420  
 THE UNIT'S AREA IS APPROXIMATELY 1,200 SQ. FT.  
 THE UNIT'S AREA IS APPROXIMATELY 1,200 SQ. FT.  
 THE UNIT'S AREA IS APPROXIMATELY 1,200 SQ. FT.  
 THE UNIT'S AREA IS APPROXIMATELY 1,200 SQ. FT.

**FOURTH FLOOR PLAN  
 (WEST WING)  
 CYPRESS CHASE  
 CONDOMINIUM NUMBER 7**

TEKTON CORPORATION  
 400 S.W. 1st Avenue  
 MIAMI, FLORIDA 33135  
 (305) 571-1111

DATE: 11/11/87  
 SCALE: AS SHOWN  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES