



**AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM OF  
CYPRESS CHASE CONDOMINIUM NO. 7 and  
CYPRESS CHASE CONDOMINIUM NO. 8**

*(additions indicated by underlining, deletions by "—".)*

Amendment to Article XXVI through Section 1. A. of the Declarations of Condominium; Sections B and C shall remain as set forth in the Amendment filed upon a Certificate of Amendment dated December 9, 2002, recorded at Official Records Book 34227, Page 1205 of the Public Records of Broward County, Florida.

**XXVI. Limitation on Sale or Lease of Condominium Units**

~~Save as herein otherwise provided in the instance of an institutional first mortgagee acquiring title to a unit through foreclosure, (or voluntary conveyance in lieu thereof), of a mortgage which it theretofore itself held on said unit, no unit owner regardless of how he or she may have acquired title to a unit, shall be permitted to rent, lease, sell or otherwise convey title to said unit or any interest therein, save and except by will or intestate succession, to any third person, persons, firms, or entities whatsoever during the first twelve months of his or her ownership of said unit.~~

~~In all other instances than those above described and~~ In order to assure a community of congenial residents and thus protect the value of the condominium units, the sale, leasing and other alienation of condominium units, including any change in occupancy, shall be subject to the following provisions:

Until the Condominium is terminated or until the Condominium buildings are no longer tenatable, whichever shall first occur, no condominium unit owner may dispose of a condominium unit or any interest therein by sale, lease, or otherwise, except for a transfer by one spouse to another, without approval of the board of directors of the Association obtained in the matter herein provided.

1. That those ongoing leases of condominium units previously approved by the Association shall, subject to the other provisions of the Declaration of Condominium, be permitted to both continue in effect for their full-term, and also to be renewed with the same tenants so previously approved for additional terms of occupancy.

That no other leasing of individual condominium units, ~~save as above provided,~~ shall be permitted, at any time or for any term whatsoever, other than as follows: (1) as above provided; (2) rentals by the Association for any term; (3) seasonal rentals by a unit owner within the definition of seasonal to initially be no less than 2 but not more than 6 months, but which definition may be modified by the Board from time to time. Such seasonal leases shall be of the entire unit. Subleasing is prohibited. Tenants are prohibited from having any pets in the unit at any time; Article XXXIII, Section B, of this Declaration does not apply to tenants. To the extent that any other provision of the Declaration of Condominium, Bylaws, and Rules and Regulations conflicts with the foregoing, same shall be deemed to have been hereby superseded, and the provisions hereof shall be controlling. The Board may create additional rules and regulations with regard to the rental of units, from time to time.

A. With the exception of transfer of ownership of any condominium unit by one spouse to another, and subject to the foregoing, should the owner of any condominium unit be desirous of leasing or selling such condominium unit, the Association is hereby given and



granted the right to approve or disapprove of the proposed purchaser or lessee of such condominium unit, as the case may be; and no owner of a condominium unit shall lease or sell the same to any party without first having given the Association notice in writing of such lease or sale as herein provided, thereby giving the Association the opportunity to determine whether it will approve the proposed lessee or purchaser. Any person occupying a unit for more than thirty (30) days in a calendar year or thirty consecutive days shall be screened and approved. In connection with any proposed lease or sale of a condominium unit, the Association shall have the right to charge a transfer fee, and to require a security deposit being paid into escrow with it, in amounts equal to the maximum sums permitted by the Condominium Act, Florida Statutes 718, as same now exists or is hereinafter amended or renumbered. No such transfer fee shall be charged in connection with the renewal of any lease with the same lessee, if the lessee was screened and approved at the time the original lease was made. Whenever the owner of any condominium unit has received a bona fide offer to lease or purchase his condominium unit and is desirous of accepting a bona fide offer, the owner of such condominium unit shall notify the board of directors of the Association in writing of his desire to accept such offer for the lease and purchase of his condominium unit, stating the name, address and business, occupation or employment, if any, of the offeror, with an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice, and completing any applications furnished or made available by the Association and by submitting to the Association such other information as the Association may reasonably require, including, but not limited to, a personal interview and such additional personal financial information as may be requested by the Association. The Association may also require the owner to certify in writing that the owner has conducted a satisfactory background check of any proposed lessee.

If the Association rejects the proposed purchaser, the sale shall not be made. The Association is only required to provide a substitute purchaser or purchase the unit itself on the same terms as those set forth in the rejected offer to the extent the Association is required to do so by Florida law. If the Association is desirous of exercising its option to purchase or provide a substitute purchaser for said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit desiring to sell the same of the exercise by the Association of its election, such notice to be in writing and posted by mail to said owner within 30 days from receipt by the Association of the owner's notice to the Association and all other information required by the Association as set forth hereinabove. If the Association has elected to purchase or provide a substitute purchaser for the condominium unit, then, upon notifying the owner of the condominium of its election, the Association shall execute a contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of a condominium unit has notified the Association as above provided of his desire to sell his condominium unit, such owner shall be free to consummate such sale of his condominium unit unless, within 30 days after the owner has delivered his required notice and all other information as required by the Association to the Association, the Association has notified the owner of either its disapproval thereof or its intention to exercise its option to purchase or provide a substitute purchaser for the condominium unit. In the latter event, however, the owner of said condominium unit shall not sell the condominium unit to any party other than the party designated to the board of directors of the Association in the above-described and required notice, or for any lower purchase price, or any more favorable terms and conditions than those originally contained in said bona fide offer presented to the Association, without again giving the Association the right to approve the proposed purchaser and the option to purchase or provide a substitute purchaser for the condominium unit in the manner above provided.



If the board of directors of the Association shall so elect, it may cause its option to purchase or provide a substitute purchaser for an condominium unit to be exercised in the name of the Association for itself or for a party approved by the board of directors, or the board of directors of the Association may elect to cause said condominium unit to be purchased directly in the name of a party approved by it, which party shall enter into a contract to purchase and consummate such contract to purchase the condominium unit in the same manner as would the Association upon its exercise of its option to purchase the condominium unit. Wherever such option granted to the Association is to be exercised in the name of a party approved by the Association, notice of such election, as required herein, shall be executed by the Association and the party approved by the board of directors of the Association. In the event that the board of directors shall levy an assessment for the purchase of any such condominium unit, such assessment shall not be levied against any condominium unit where the holder of the first mortgage has become the owner thereof, through foreclosure or through the acceptance of a deed in lieu of foreclosure, for so long as the holder of such mortgage shall own such condominium unit, without the written consent of such mortgagee first had and obtained.

Notwithstanding anything herein contained, the conveyance of any condominium unit pursuant to any such sale shall not be effective, and title and the right of occupancy of the premises shall not be deemed to have passed to the grantee, unless and until the Association, by written instrument executed with the formalities required for recordation, shall have confirmed its consent to such transfer and its approval of the grantee, the grantee shall have assumed, in writing, the terms and conditions of this Declaration of Condominium and all Exhibits hereto and the by-laws and rules and regulations of the Association, and the said approval and assumption shall have been recorded among the Public Records of Broward County, Florida.

If the proposed transaction is a lease or renewal of a permitted lease hereunder and the Association disapproves of the proposed lessee within 30 days of receipt of the owner's notice and such other information as the Association may reasonably require, the lease shall not be made and the proposed lessee shall not take or remain in occupancy. The Association may disapprove of a proposed occupancy, lease or renewal thereof for good cause, to be determined by the Board at its sole discretion, which may include but is not limited to a pending monetary obligation due to the Association in connection with the unit. Furthermore, no condominium unit shall be leased unless the terms and provisions of such lease shall provide that such condominium unit may not be subject thereto without the prior written approval of the Association being first had and obtained; and any lease shall provide that the lessee shall execute such forms as the Association may require, undertaking and agreeing to comply with and abide by all of the restrictions pertaining to the use of condominium units and common elements contained in this Declaration of Condominium and with the rules and regulations contained herein or hereafter established by the Association governing the use of such condominium units and common elements. Should any lessee not comply with such covenants, then the Association shall be given the right to cancel and terminate such lease, all without any obligation to the owner, and, in said respect, the Association shall be regarded at the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease, and the eviction of all persons in residency thereunder.

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RECORD & RETURN TO:  
Beth Lindie, Esq.  
Esler & Lindie, P.A.  
400 SE 6<sup>th</sup> Street  
Fort Lauderdale, Florida 33301

CFN # 111534908  
OR BK 48794 Pages 486 - 489  
RECORDED 05/15/13 09:29:11 AM  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 3405  
#1, 4 Pages

**CERTIFICATE OF AMENDMENT TO THE DECLARATIONS  
OF CONDOMINIUM OF CYPRESS CHASE CONDOMINIUM NO. 7 and CYPRESS CHASE  
CONDOMINIUM NO. 8 of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.**

THE UNDERSIGNED, being the duly elected and acting President and Secretary of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida not for profit corporation, do hereby certify that the attached Amendments to the Declarations of Condominium of Cypress Chase Condominium No. 7 and Cypress Chase Condominium No. 8, accurately reflect the Amendments which were duly approved by a majority of the Members of each of the condominiums, at a duly noticed meeting held on April 3, 2013, which Declarations of Condominium were originally recorded in the Public Records of Broward County, Florida at:

Condominium No. 7: Official Records Book 6742, Page 546  
Condominium No. 8: Official Records Book 7173, Page 31

IN WITNESS WHEREOF the undersigned have set their hands and seal this 29<sup>th</sup> day of April, 2013.

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF:

CYPRESS CHASE CONDOMINIUM  
ASSOCIATION "D", INC.

Salvatore Demuru  
Witness (print name) Salvatore Demuru

By: Loren Gurne  
Loren Gurne, President

Sally Wong  
Witness (print name) Sally Wong

By: Giuseppina Demuru  
Giuseppina Demuru, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2013, by Loren Gurne, President, and by Giuseppina Demuru, Secretary, of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., and they acknowledged executing same freely and voluntarily under the authority duly vested in them by said Association.



Suzette Coleman  
NOTARY PUBLIC  
Print: Suzette Coleman  
STATE OF FLORIDA AT LARGE  
(SEAL)

My Commission Expires:  
Personally known  
Produced ID/Type ID FLID

PROPOSED AMENDMENT TO 1994 AMENDMENT  
TO ARTICLE XXVI - LIMITATION ON SALE OR LEASE OF  
CONDOMINIUM UNITS  
BY THE DECLARATION OF CONDOMINIUM OF  
CYPRUS CHASE CONDOMINIUM ASSOCIATION "D", INC.

It is hereby resolved that the provisions of the 1994 Amendment to Article XXVI, Limitation on Sale or Lease of Condominium Units, be now amended to provide as follows:

(XXVI) Limitation on Sale or Lease of Condominium Units

Save as herein otherwise provided in the instance of an institutional first mortgagee acquiring title to a unit through foreclosure, (or voluntary conveyance in lieu thereof), of a mortgage which it theretofore itself held on said unit; no unit owner regardless of how he or she may have acquired title to a unit, shall be permitted to rent, lease, sell or otherwise convey title to said unit or any interest therein, save and except by will or intestate succession, to any third person, persons, firms, or entities whatsoever during the first twelve months of his or her ownership of said unit.

Handwritten notes in yellow ink: "File 11/11/12" with an arrow pointing to the left, and "10/12" below it.

In all other instances than those above described and in order to assure a community of congenial residents and thus protect the value of the condominium units, the sale, leasing and other alienation of condominium units shall be subject to the following provisions:

Until the Condominium is terminated or until the Condominium buildings are no longer tenable, whichever shall first occur, no condominium unit owner may dispose of a condominium unit or any interest therein by sale, lease, or otherwise, except for a transfer by one spouse to another, without approval of the board of directors of the Association obtained in the matter herein provided.

1. That those ongoing leases of condominium units, previously approved by the Association shall, subject to the other provisions of the Declaration of Condominium, be permitted to both continue in effect for their full term, and also to be renewed with the same tenants as previously approved for additional terms of occupancy.

That no other leasing of individual condominium units, save as above provided, shall be permitted, at any time or for any term whatsoever. To the extent that any other provision of the Declaration of Condominium, Bylaws, and Rules and Regulations conflicts with the foregoing, same shall be deemed to have been hereby superseded, and the provisions hereof shall be controlling.

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