

5282

DECLARATION OF CONDOMINIUM

77-188036

for

CYPRESS CHASE CONDOMINIUM NO. 8

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, TEKTON CORPORATION, a Delaware corporation authorized to do business in Florida (the "Developer"), is the fee simple owner of all of the lands situate, lying and being in Broward County, Florida, described on Exhibit "A" attached hereto and made a part hereof, consisting of approximately 38 acres, all of which may hereinafter be referred to as the "Entire Tract"; and

WHEREAS, the Developer proposes and presently intends to improve the Entire Tract (less certain portions thereof to be retained by the Developer) with eight separate and distinct condominiums, to be known generally as CYPRESS CHASE CONDOMINIUMS and to be serially numbered as "Cypress Chase Condominium No. 1" through "Cypress Chase Condominium No. 8", both inclusive; and

WHEREAS, Developer has already created Cypress Chase Condominiums Nos. 1, 2, 3, 4 and 7, by recording Declarations of Condominium therefor among the Public Records of Broward County, Florida; and

WHEREAS, it is the intention of the Developer by this Declaration of Condominium to create the sixth of the condominiums proposed to be constructed by the Developer on a portion of the Entire Tract (but not to submit the Entire Tract to condominium ownership); and

WHEREAS, Developer has elected to proceed with the construction and development of Cypress Chase Condominium No. 7 (which has already been created) and Cypress Chase Condominium No. 8 before developing Cypress Chase Condominiums Nos. 5 and 6, so that the condominium to be created by this Declaration of Condominium will be known as Cypress Chase Condominium No. 8, which will be the sixth of the condominiums created by Developer upon the Entire Tract;

NOW, THEREFORE, Developer does hereby make, declare and establish this Declaration of Condominium as and for the plan of condominium ownership for the lands and improvements hereinafter described, to be known as Cypress Chase Condominium No. 8.

I.

ESTABLISHMENT OF CONDOMINIUM

Developer does hereby submit the property described on Exhibit "B" attached hereto and made a part hereof and all improvements presently thereon, as well as all improvements to be constructed thereon, to condominium ownership, and hereby declares the same to be a condominium to be known and identified as "Cypress Chase Condominium No. 8", pursuant to Chapter 718, Florida Statutes, as amended (hereinafter sometimes referred to as the "Condominium").

II.

DEFINITIONS

All terms utilized herein, where applicable, shall have the definitions prescribed for such terms in Chapter 718, Florida Statutes, as amended (The Condominium Act). The following definitions shall be applicable to the terms used or referred to throughout this Declaration of Condominium and all documents related thereto, including the articles of incorporation of the condominium association, the bylaws of the condominium association, the rules and regulations of the condominium association, the proposed budget of the condominium association and the management agreement.

This instrument prepared by David S. Kenin, of
MYERS, KAPLAN, LEVINSON & KENIN
BRICKELL EXECUTIVE TOWER, 1428 BRICKELL AVENUE, MIAMI, FLORIDA 33131
Schedule 6 to Prospectus

77 AUG 26 AM 7:57

OFF. REC. 7173 PAGE 31

202 H.

CHICAGO TITLE INSURANCE COMPANY
1000 BRICKELL AVENUE, THIRD FLOOR, MIAMI, FLORIDA 33131

- (1) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.
- (2) "Association" means the entity responsible for the operation of this Condominium; and such entity shall, for the purposes of this Condominium, be CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida corporation not for profit.
- (3) "Board of administration" means the board of directors or other representative body responsible for administration of the Association.
- (4) "Bylaws" means the bylaws of Cypress Chase Condominium Association "D", Inc.
- (5) "Common Elements" means the portion of the condominium property not included in the units.
- (6) "Common Expenses" means all expenses and assessments properly incurred by the Association for the condominium.
- (7) "Common Surplus" means the excess of all receipts of the Association, including, but not being limited to, assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses.
- (8) "Condominium" is that form of ownership of condominium property under which units are subject to ownership by one or more owners and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.
- (9) "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- (10) "Condominium Property" means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- (11) "Declaration" or "Declaration of Condominium" means this Declaration and all Exhibits attached hereto, by which the condominium has been and is hereby created, and all amendments to this Declaration and to the Exhibits attached hereto from time to time made.
- (12) "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units.
- (13) "Operation" or "Operation of the Condominium" means and includes the administration and management of the condominium property.
- (14) "Unit" means a part of the condominium property which is to be subject to private ownership.
- (15) "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel.
- (16) "Recreation Area" means that certain parcel of real property, together with all improvements thereon or to be constructed thereon, adjacent to the Condominium Property and more particularly described in Exhibit "K" to this Declaration of Condominium, which shall be owned in fee simple by the Association and upon which there shall

OFF. 7173 PAGE 32

be constructed a recreation building, swimming pool, whirlpool, shuffleboard courts and other recreational facilities.

- (17) "Management Agreement" means that certain agreement for the management of the condominium property entered into by and between Tobin Management, Incorporated, a Florida corporation, as manager, and the Association, hereinafter referred to in Article XXXII, a copy of which is attached to this Declaration of Condominium as Exhibit "L".

III.

DEVELOPMENT PLAN

A. PHASES OF DEVELOPMENT:

It is the intention of Developer, eventually, to develop the Entire Tract, as described on Exhibit "A", with eight separate and distinct condominiums, containing a total of approximately 976 condominium units. The Developer presently intends to create and develop each of the eight separate and distinct condominiums serially. The first, second, third, fourth and seventh of such condominiums (Phases I, II, III, IV and VII, respectively) have already been created and are known as "Cypress Chase Condominium No. 1", "Cypress Chase Condominium No. 2", "Cypress Chase Condominium No. 3", "Cypress Chase Condominium No. 4" and "Cypress Chase Condominium No. 7", respectively. The Developer has elected to proceed with Cypress Chase Condominium No. 8, Phase VIII (this condominium), before proceeding with the dedication and development of Cypress Chase Condominiums Nos. 5 and 6 (Phases V and VI). Therefore the sixth condominium (this condominium), Phase VIII, shall be known as "Cypress Chase Condominium No. 8". Subsequent to the creation of this condominium, the Developer shall create the succeeding phases, which shall be Phases V and VI (Cypress Chase Condominiums Nos. 5 and 6, respectively), which shall be the seventh and eighth condominiums to be developed by the Developer upon the Entire Tract. The Developer shall declare Phases V and VI to be condominiums only if, as and when, in the sole opinion of the Developer, sales of condominium units therein contained justify their creation. All of the condominiums declared and developed by the Developer on the Entire Tract shall be generally known and may be collectively referred to as CYPRESS CHASE CONDOMINIUMS.

Because of the over-all plan which the Developer has caused to be created for the improvement of the Entire Tract, a copy of which over-all plan of development is attached to this Declaration as Exhibit "C" and made a part hereof, there shall be created a condominium association for every two separate and distinct condominiums, for the purpose of governing, operating and managing each such two condominiums, in the following manner:

Cypress Chase Condominium Association "A", Inc. shall govern, operate and manage Cypress Chase Condominium No. 1 and Cypress Chase Condominium No. 2;

Cypress Chase Condominium Association "B", Inc. shall govern, operate and manage Cypress Chase Condominium No. 3 and Cypress Chase Condominium No. 4;

Cypress Chase Condominium Association "C", Inc. shall be created for the purpose of governing, operating and managing Cypress Chase Condominium No. 5, if, as and when created, as well as Cypress Chase Condominium No. 6, if, as and when created; and

Cypress Chase Condominium Association "D", Inc. shall govern, operate and manage this condominium (Cypress Chase Condominium No. 8), as well as Cypress Chase Condominium No. 7, which has already been created.

OFF. REC. 7173 PAGE 33

The unit owners of all condominium units located within this condominium (Cypress Chase Condominium No. 8) shall have the right to use and enjoy all of the common elements appurtenant to Cypress Chase Condominium No. 7 and appurtenant to all units therein, and the Declaration of Condominium for Cypress Chase Condominium No. 7 so provides; and, in like manner, the unit owners of all units contained within Cypress Chase Condominium No. 7 shall have the right to use and enjoy all of the common elements appurtenant to this condominium (Cypress Chase Condominium No. 8). The establishment of reciprocal easements for such purposes and other purposes is hereinafter set forth in Article IX, and the establishment of such reciprocal easements with respect to the common elements of Cypress Chase Condominium No. 7 has been heretofore set forth in Article IX of the Declaration of Condominium for that condominium.

In like fashion, the Developer intends that each unit owner of each condominium hereafter created by the Developer on the Entire Tract shall have the right to use and enjoy all of the common elements appurtenant to the other condominium which is governed, operated and managed by the same condominium association, to the end that there shall be created reciprocal easements which shall permit every unit owner of every condominium hereby created or hereafter created by the Developer upon the Entire Tract to use and enjoy all of the common elements of that other condominium which is governed, operated and managed by the same condominium association which governs, operates and manages the condominium in which such owner's condominium unit is located.

In addition to the reciprocal easements just hereinabove described, all unit owners of all condominiums heretofore, hereby or hereafter established by the Developer within the Entire Tract, their guests and invitees shall have the right to use any and all roadways, pathways, walkways and all other portions of the common elements intended for ingress and egress, or reasonably useful therefor, contained within each and every condominium hereby created, heretofore created or hereafter created by the Developer within the Entire Tract, to the end that there shall be permitted a free flow of vehicular and pedestrian traffic upon, over and across all of those portions of all of the common elements of each condominium created or to be created within the Entire Tract by the Developer reasonably intended for such purposes. The establishment of reciprocal easements for such purposes is hereinafter set forth in Article IX.

In like manner, there shall be created reciprocal easements in favor of every owner of every unit in every condominium created or to be created by the Developer within the Entire Tract in all utility facilities, such as, but not being limited to, water lines, sewer lines, gas lines, electric lines and similar facilities, located within each and every condominium created or to be created by the Developer within the Entire Tract, for the uses for which such facilities are reasonably intended. The establishment of such reciprocal easements is hereafter set forth in Article IX.

**B. ALLOCATION OF COMMON EXPENSES
AND COMMON SURPLUS:**

As hereinabove set forth, both this condominium (Cypress Chase Condominium No. 8) and Cypress Chase Condominium No. 7 heretofore created by the Developer shall be governed, operated and managed by the same condominium association, Cypress Chase Condominium Association "D", Inc. Each condominium unit within this condominium (Cypress Chase Condominium No. 8) and each condominium unit within Cypress Chase Condominium No. 7 shall be charged with that percentage of the common expenses and shall be credited with that percentage of the common surplus

OFF. REC. 7173 PAGE 34

which is set forth on Exhibit "E", attached hereto and made a part hereof, it being the intention of the Developer that the common expenses and common surplus of this condominium (Cypress Chase Condominium No. 8) and the common expenses and common surplus of Cypress Chase Condominium No. 7 shall be pooled and shared in the percentages established on Exhibit "E" attached hereto and made a part hereof. The Declaration for Cypress Chase Condominium No. 7 heretofore created by the Developer contains identical provisions with respect to the sharing of common expenses and common surplus, and Exhibit "E" attached hereto is identical to Exhibit "E" attached to the Declaration of Condominium for Cypress Chase Condominium No. 7.

**C. DEVELOPER NOT REQUIRED TO CONSTRUCT
ADDITIONAL PHASES:**

Although at the time of the recording of this Declaration, the Developer fully intends to develop and construct Phases V and VI of the over-all plan substantially in accordance with the copy of said over-all plan attached hereto as Exhibit "C", and to submit same to the condominium form of ownership in accordance with the plan of development hereinabove described, the Developer retains the right to elect not to proceed with the construction or declaration of Phases V and VI, or any portion thereof, and not to submit same to the condominium form of ownership, if, in the sole judgment of the Developer, sales of condominium units do not warrant such development. The Developer also retains the right to make alterations and changes to the proposed over-all plan with regard to Phases V and VI, including changes in the number of condominium units to be constructed therein, if, in the sole opinion of the Developer, such changes or alterations become desirable. If the Developer elects not to proceed with the construction of Phases V and VI, or any portion thereof, and not to submit the property underlying same to the condominium form of ownership, then the Developer specifically retains the right to deal with such property in such manner as it may elect, including the right to sell the land underlying same, to mortgage it separately or otherwise to deal with said property as it may choose, as befits a fee simple owner thereof, unencumbered by any of the matters, provisions, covenants or declarations set forth in this Declaration or in any of the Exhibits hereto.

D. NON-MERGER OF COMMON ELEMENTS:

Nothing contained in this Declaration of Condominium nor in the articles of incorporation of the Association nor in the by-laws of the Association nor in any of the other Exhibits hereto shall ever be construed as effecting a merger of the common elements of this Condominium (Cypress Chase Condominium No. 8) with the common elements of any other condominium created or to be created and dedicated to the condominium form of ownership within any of the property contained within the Entire Tract, as described on Exhibit "A" hereto, whether or not such other condominium shall be governed, operated or managed by the same condominium association as this Condominium, it being the intention of the Developer that the common elements of this Condominium (Cypress Chase Condominium No. 8) (Phase VIII of the over-all plan) shall remain at all times separate and distinct from the common elements of any other condominiums created or to be created within the Entire Tract, so that there shall always be appurtenant to each unit contained within this Condominium (Cypress Chase Condominium No. 8) that percentage of undivided interest in and to the common elements

OFF. REC. 7173 PAGE 55

of this Condominium set forth on Exhibit "D" and so that there shall not be appurtenant to the condominium units contained within this Condominium any interest in the common elements in any other condominium created or to be created within the Entire Tract; and, likewise, there shall not be appurtenant to any other condominium unit which shall be a part of the condominium property of any other condominium heretofore or hereafter created or to be created within the Entire Tract any interest in the common elements of this Condominium. The common elements of this Condominium and of all other condominiums created or to be created by the Developer in accordance with the over-all plan, if, as and when created, shall be subject, however, to the various reciprocal easements in favor of all condominium unit owners set forth and described in Article IX of this Declaration.

IV.

SURVEY, DESCRIPTION OF IMPROVEMENTS AND IDENTIFICATION OF BUILDINGS AND UNITS

Attached hereto and made a part hereof as Exhibit "F", consisting of 17 pages, is a survey and graphic description of the land and plot plans of the improvements constituting the Condominium, identifying the condominium units, the common elements and the limited common elements, as said terms are hereinabove and hereinafter defined, and their respective locations and approximate dimensions. Each unit is identified by a specific number or letter, or combination of both, so that no unit bears the same designation as any other unit. The identification, location, dimensions and size of each unit and of the limited common elements and the common elements appear thereon; and, together with this Declaration, they are in sufficient detail to identify the common elements and each unit and their relative locations and dimensions.

The Condominium consists of an apartment building, containing 96 condominium units. The apartment building contains four floors, designated 1 through 4. The building has elevator and service areas. Also contained within the Condominium are parking areas, landscaped areas, tenants' storage areas and the other common elements shown on the survey which is attached hereto. The condominium units are numbered as above described and as set forth on Exhibit "D" attached hereto.

The Developer reserves the right to change the interior design and arrangement of all units as long as the Developer owns the unit so changed and altered, provided that such change shall be contained in an amendment to this Declaration and provided, further, that such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, its officers, directors and members, or by unit owners, whether or not elsewhere required for an amendment to this Declaration.

V.

CONDOMINIUM UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The Condominium consists of condominium units, common elements and limited common elements, as said terms are defined in Article II hereof and in the Condominium Act. By way of further definition, said terms shall have the following additional meaning:

OFF. REC. 7173 PAGE 36

- (1) "Condominium Units" shall mean and comprise the 96 separately numbered dwelling units which are designated in Exhibits "D" and "F" to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath or outside of the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of the ceilings of each condominium unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and structural columns, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other condominium units or to the common elements.
- (2) "Common Elements" shall mean and comprise all of the real property, improvements and facilities of the Condominium other than the condominium units as same are hereinabove defined. Common elements shall include easements through condominium units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to other condominium units and to the common elements and easements of support in every portion of a condominium unit which contributes to the support of any of the Condominium improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of such condominium units. In addition, the common elements shall include that certain non-exclusive easement heretofore created by Developer in favor of each owner of a condominium unit in Cypress Chase Condominium No. 1 and all other condominiums (including this Condominium) heretofore or hereafter created by Developer upon the Entire Tract, running between the condominium property of Cypress Chase Condominium No. 1 and Oakland Park Boulevard, for the purpose of providing ingress and egress to the various condominium properties, all as more specifically described in Exhibit "G" attached hereto and made a part hereof.
- (3) "Limited Common Elements" shall mean and comprise that portion of the common elements consisting of the screened patios and other designated areas specifically identified on Exhibit "F" attached hereto, as to each of which areas a right of exclusive use and possession is hereby reserved as an appurtenance to a particular condominium unit, as more specifically depicted on Exhibit "F".

VI.

OWNERSHIP OF CONDOMINIUM UNITS AND APPURTENANT INTEREST IN COMMON ELEMENTS

Each condominium unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership; and the owner or owners of each said condominium unit shall own, as an appurtenance to the ownership of each such condominium unit, an undivided interest in the common elements. The percentage of undivided interest in the common elements as assigned to each condominium unit is set forth on Exhibit "D" attached hereto, and such percentage shall not be changed except with the unanimous consent of the owners of all of the condominium units and the holders of all mortgages encumbering the condominium units. Each condominium unit shall have one parking space assigned to it by the Developer or by the Association as an appurtenance to such unit; such assignment shall initially be made by the Developer and thereafter by the board of directors of the Association.

OFF. REC. 7173 PAGE 37

VII.

RESTRICTION AGAINST FURTHER SUBDIVIDING
OF CONDOMINIUM UNITS

No condominium unit may be divided or subdivided into a smaller condominium unit than those shown on Exhibit "F" attached hereto, nor shall any condominium unit or portion thereof be added to or incorporated into any other condominium unit. The undivided interest in the common elements declared to be appurtenant to each condominium unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from the condominium unit to which it is appurtenant, and the undivided interest in the common elements appurtenant to each condominium unit shall be deemed conveyed, devised, encumbered or otherwise included with the condominium unit to which it is appurtenant, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such condominium unit. Any conveyance, mortgage or other instrument which purports to effect the conveyance, devise or encumbrance of or purports to grant any right, interest or lien in, to or upon a condominium unit shall be null, void and of no effect insofar as the same purports to affect any interest in a condominium unit and its appurtenant undivided interest in common elements, unless the same purports to convey, devise, encumber or otherwise treat or deal with the entire condominium unit and its appurtenances. Any instrument conveying, devising, encumbering or otherwise dealing with any condominium unit, which describes said condominium unit by the condominium unit and number assigned thereto in Exhibits "D" and "F" without limitation or exception, shall be deemed and construed to affect the entire condominium unit and its appurtenant undivided interest in the common elements. Nothing herein contained shall be construed as limiting or preventing ownership of any condominium unit and its appurtenant undivided interest in the common elements by more than one person or entity as tenants in common, joint tenants or tenants by the entirety.

VIII.

GENERAL STATEMENT OF RESTRICTIONS

The condominium units, common elements and limited common elements shall be and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants and reservations prescribed and established by this Declaration of Condominium, the articles of incorporation of the condominium association (attached hereto as Exhibit "H"), the bylaws of the association (attached hereto as Exhibit "I") and the rules and regulations of the association (attached hereto as Exhibit "J"), governing the use of the condominium units, the common elements and the limited common elements and setting forth the obligations and responsibilities incident to ownership of each condominium unit and its appurtenant undivided interest in the common elements, as well as its appurtenant right to use any limited common elements; and said condominium units, common elements and limited common elements are further declared to be subject to the restrictions, easements, conditions, limitations and reservations now of record affecting the land and improvements of the Condominium, including, but not being limited to, the management agreement (attached hereto as Exhibit "L").

OFF. REC. 7173 PAGE 33

IX.

PERPETUAL NON-EXCLUSIVE EASEMENT
IN COMMON ELEMENTS

The common elements of this Condominium shall be and they are hereby declared to be subject to a perpetual non-exclusive easement which is hereby created in favor of all of the owners of condominium units in this Condominium and in favor of all of the owners of condominium units in that certain condominium already created by the Developer on property partly adjacent to this Condominium property, known as Cypress Chase Condominium No. 7, as described in and pursuant to the over-all plan set out in Article III hereof and on Exhibit "C" hereto attached, for the use and benefit of such condominium unit owners and the use and benefit of their immediate families, guests and invitees for all proper and normal purposes and for the furnishing of services and facilities for which same are reasonably intended, including, without limitation, for purposes of ingress, egress, repair and maintenance, for use of leisure and recreational facilities and for installation and maintenance of utility lines. Notwithstanding the foregoing provision, the Association shall have the right to establish the rules and regulations governing the use and enjoyment of all such common elements pursuant to which the owners of such condominium units may be entitled to utilize same. In like manner, the Declaration of Condominium for Cypress Chase Condominium No. 7 (Phase VII of the over-all plan), which has already been created by the Developer, contains a like and reciprocal perpetual non-exclusive easement in the common elements described therein in favor of the owners of condominium units in this Condominium, Cypress Chase Condominium No. 8 (Phase VIII), to the end that both Declarations made and recorded by the Developer pursuant to the over-all plan provide for easements in favor of all of the owners of condominium units in both of said Condominiums (Cypress Chase Condominium No. 7 and Cypress Chase Condominium No. 8) in all of their common elements, including, but not being limited to, roadways, pathways, walkways, recreational facilities, elevator and service facilities and utility lines, for purposes of ingress, egress, repair and maintenance and for the furnishing of such services, utilities and other uses for which such common elements are reasonably intended.

Those portions of the common elements of this Condominium (Cypress Chase Condominium No. 8) comprising the roadways, pathways and walkways and reasonably intended or reasonably useful for ingress and egress purposes are, and shall continue to be, subject to a perpetual non-exclusive easement in favor of all of the owners of all condominium units contained within condominiums presently existing or hereafter created by the Developer upon all or a portion of the Entire Tract, as described on Exhibit "A" attached hereto, for the purposes of providing ingress and egress and the free flow of vehicular and pedestrian traffic upon, over and across same. The Developer covenants and agrees with each unit owner who shall purchase a condominium unit in this Condominium that each and every Declaration of Condominium heretofore recorded or hereafter to be recorded among the Public Records of Broward County, Florida, creating a condominium on all or any portion of the Entire Tract, as described on Exhibit "A" attached hereto, does or shall contain a like reciprocal easement in that portion of the common elements of such condominium or condominiums designated as roadways, pathways, driveways and walkways for like purposes in favor of condominium unit owners in

OFF. REC. 7173 PAGE 39

this Condominium and in all other condominiums heretofore or hereafter created by the Developer upon all or a portion of the property described in Exhibit "A".

All of that portion of the common elements of this Condominium comprising the utility facilities contained upon the Condominium property, including, without limitation, the water and sewer lines and facilities, the electrical transmission lines and facilities, the gas lines and facilities, and the like, shall be and is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of all condominium units heretofore or hereafter created by the Developer on all or any portion of the Entire Tract described in Exhibit "A" hereto attached, for such purposes and uses as to which such facilities may reasonably be deemed to have been intended, including the transmission of electrical power, the delivery of water and the collection and distribution of waste water, the delivery of a supply of gas and the like. In like manner, Developer covenants and agrees with all of the unit owners of this Condominium that each and every Declaration of Condominium heretofore recorded or hereafter to be recorded by the Developer creating a condominium within all or any portion of the property described on Exhibit "A" attached hereto does or shall contain an identical perpetual non-exclusive easement in favor of all owners of units contained within this Condominium and in favor of all owners of units contained within all condominiums heretofore, hereby or hereafter created by the Developer on all or any portion of the property described on Exhibit "A".

In recognition of the fact that this Condominium represents a single phase in the development of a multi-phase condominium project by the Developer, as is set forth in Article III hereof, and in recognition of the fact that the Developer, its agents, employees, contractors and sub-contractors may require access to the common elements of this Condominium for purposes of ingress and egress and for other purposes related to the development and construction of other phases of the over-all plan, the Developer hereby reserves unto itself, its successors and assigns a non-exclusive easement in the common elements of this Condominium for the purposes of ingress and egress and for such other purposes as may be reasonably required by the Developer in order to develop and construct other condominiums upon the Entire Tract described in Exhibit "A" hereto attached, in accordance with the over-all plan described in Article III of this Declaration of Condominium. The easement granted by this subparagraph of this Article IX shall remain in full force and effect until the Developer shall have completed the last element of construction on the final phase of the condominiums proposed to be constructed and developed by the Developer upon the lands described in Exhibit "A" attached hereto, or until the expiration of ten years from the date hereof, whichever shall first occur.

OFF. REC. 7173 PAGE 40

X.

EASEMENT FOR ENCROACHMENTS

In the event that any condominium unit shall encroach upon any common element for any reason not caused by the intentional or negligent act of any such condominium unit owner or owners or their agents, then an easement appurtenant to such condominium unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall exist; and, in the event that any portion of the common elements shall encroach upon any condominium unit, then an easement shall exist for the continuance of such encroachment of the common elements into any condominium unit for so long as such encroachment shall naturally exist. In like manner, in the event that any condominium unit shall encroach upon any other condominium unit for any reason not caused by the intentional act of the condominium unit owner or owners or their agents, then an easement appurtenant to such encroaching condominium unit shall exist for the continuance of such encroachment into the neighboring condominium unit for so long as such encroachment shall naturally exist.

XI.

RESTRAINT UPON SEPARATION AND
PARTITION OF COMMON ELEMENTS

Recognizing that the proper use of a condominium unit by any owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium units, and recognizing that it is in the interest of all owners of condominium units that the ownership of the common elements be retained in common by the owners of all of the condominium units, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium unit shall remain undivided, and no owner of any condominium unit shall bring or have any right to bring any action for partition or division of the common elements.

XII.

EASEMENT FOR AIR SPACE

The owner of each condominium unit shall have an exclusive easement for the use of the air space occupied by such unit, and which exists at any particular time, and as said unit may be lawfully altered or reconstructed from time to time.

OFF. 7173 PAGE 41

XIII.

ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

In order to provide for the orderly and efficient administration of the business of the Condominium and the management thereof by the condominium unit owners, a non-profit corporation, known and designated as "Cypress Chase Condominium Association 'D', Inc." (hereinafter referred to as the "Association"), has been organized. The Association shall administer the operation and management of the Condominium. As heretofore provided in Article III, the Association shall also administer the operation and management of Cypress Chase Condominium No. 7, which the Developer has heretofore created and declared by the recording of a Declaration of Condominium therefor among the Public Records of Broward County, Florida. The Association will perform all acts and duties incident to the management and operation of the Condominium in accordance with the terms, conditions and provisions of this Declaration of Condominium and in accordance with the terms of the articles of incorporation of the Association, its bylaws and the rules and regulations promulgated by the Association from time to time. True copies of the articles of incorporation and the bylaws of the Association, as well as the initial rules and regulations promulgated by the Association, are annexed hereto and expressly made a part hereof as Exhibits "H", "I" and "J", respectively.

Each of the owner or owners of each condominium unit shall automatically become a member of the Association upon such owner's acquisition of any ownership interest in any condominium unit within the Condominium and its appurtenant undivided interest in the common elements and limited common elements. The membership of such owner or owners in the Association shall terminate automatically at such time as such owner or owners divest themselves of such ownership interest and title to such condominium unit (whether voluntarily, by operation of law or otherwise), regardless of the means by which such ownership shall be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any condominium unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership.

In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, to levy and collect assessments in the manner herein provided and to adopt, promulgate and enforce such rules and regulations governing the use of condominium units, common elements and limited common elements as the board of directors of the Association may deem to be in the best interests of the condominium unit owners. The Association shall have the power and authority to enter into management agreements with other entities whereby such other entities may provide management services to the Condominium; and the Association is specifically authorized to enter into the management agreement which is attached hereto as Exhibit "L". As hereinafter recited in Article XXXI, the Association is and shall be the owner of the recreation area in fee simple. The Association holds title to the recreation area for the benefit of the unit owners of this Condominium (Cypress Chase Condominium No. 8) and for the benefit of the unit owners of Cypress Chase Condominium No. 7, which has heretofore been created by the Developer. The Association shall have the power and authority to manage the recreation area and to provide for rules and regulations with respect thereto which shall govern the conduct of the unit owners as relates to the recreation area.

OFF. REC. 7173 PAGE 42

XIV.

RESIDENTIAL USE RESTRICTIONS

Each condominium unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any condominium unit shall permit the use of any condominium unit or any part thereof for transient, hotel or commercial purposes or for any purposes other than for residential purposes; provided, however, that, so long as the Developer shall retain any interest in the Condominium or in any of the condominium units, it may utilize such condominium unit or units from time to time as a sales office, model unit, prototype or other usage for the purpose of selling condominium units in this Condominium, as well as for the purpose of selling condominium units, should the Developer so elect, in other Phases of the over-all plan. The right of the Developer to utilize units for sales office, model and prototype purposes shall terminate immediately upon the conveyance by the Developer of the last condominium unit contained in any of the condominiums proposed to be constructed by the Developer upon the Entire Tract, as set forth in Article III.

XV.

RULES AND REGULATIONS OF THE ASSOCIATION

The use of common elements and the recreation area by the owners of all condominium units and all other parties authorized to use same, and the use of all condominium units and limited common elements by the owner or owners entitled to use same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the Association. The initial rules and regulations are attached hereto as Exhibit "J". The rules and regulations may be amended, changed, added to or supplemented from time to time by the board of directors of the Association, provided, however, that the provisions of the rules and regulations relating to the private use of the landscaped sitting areas adjacent to the screened patios of the first floor units by the owners of the units to which they are adjacent may not be altered, amended or revoked without the approval of 75% of the unit owners.

XVI.

CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES;
RESTRICTIONS AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any condominium unit or of the common elements or of the limited common elements or any part thereof, and all laws, statutes, zoning ordinances and regulations of all governmental entities having jurisdiction over the Condominium shall be observed. No owner of any condominium unit shall permit

OFF. REC. 7173 PAGE 13

or suffer anything to be done or kept in his condominium unit, or in or upon the common elements, or on the limited common elements, which will increase the rate of insurance on the Condominium or which will obstruct or interfere with the rights of other owners or occupants of other condominium units or annoy them by unreasonable noises; nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a condominium unit or which shall interfere with the peaceful possession and proper use of any other condominium unit or the common elements or the limited common elements.

XVII.

RIGHT OF ENTRY IN EMERGENCY

In case of any emergency originating in or threatening any condominium unit, regardless of whether or not the owner is present at the time of such emergency, the board of directors of the Association, or any other person authorized by it or any of its agents, shall have the right to enter such condominium unit for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and, to facilitate entry in the event of such emergency, the owner of each condominium unit, if required by the Association, shall deposit under the control of the Association a key to such condominium unit.

XVIII.

RIGHT OF ENTRY FOR MAINTENANCE
OF COMMON PROPERTY

Whenever it is necessary to enter any condominium unit for the purposes of performing any maintenance, alteration or repair to any portion of the common elements or to go upon any limited common elements for such purposes, the owner of each condominium unit shall permit the authorized representatives or agents of the Association to enter such condominium unit or to go upon such limited common elements for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XIX.

LIMITATION ON ALTERATIONS AND MODIFICATIONS

No owner of a condominium unit shall make or permit the making of any structural modifications or alterations in his condominium unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the board of directors of the Association determines, in their sole discretion, that any such structural modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in its entirety. If the owner of any condominium unit requests an alteration or modification involving the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition and so long as the removal thereof would not, in any manner, affect or interfere with the provision of utility services constituting common elements located therein. No owner shall cause any screened patio abutting or forming a part of his condominium unit or of the limited common elements appurtenant thereto to be enclosed or cause any changes to be made to the exterior of any condominium unit, including painting or other decoration or the installation of electrical wiring, television antennas, machines or air conditioning units which may protrude through the walls of the condominium, or in any manner change the exterior appearance of any portion of the condominium, without the written consent of the Association first had and obtained.

DEF. 7173 PAGE 11

XX.

RIGHT OF ASSOCIATION TO MAKE ALTERATIONS AND IMPROVEMENTS AND TO RENDER ASSESSMENTS THEREFOR

The Association shall have the right to make or cause to be made alterations or improvements to the common elements and the recreation area, provided the making of such alterations and improvements is approved by the board of directors of said Association; provided, further, that the cost of such alterations or improvements shall be assessed as common expenses against, and collected from, all of the owners of condominium units subject to assessments as hereinafter set forth; and provided, further, that no such assessment shall be made with respect to a condominium unit where the first mortgagee has become the owner thereof through foreclosure or through the acceptance of a deed in lieu of foreclosure without the written consent of such mortgagee first had and obtained to the making of such assessment, for so long as such first mortgagee shall own any such condominium unit. Where any alterations or improvements are made exclusively or substantially exclusively for the benefit of the owner or owners of a condominium unit or units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the condominium unit or units requesting same, who are thus exclusively or substantially exclusively benefited, the assessment being levied in such proportion as may be determined by the board of directors of the Association. The cost of any repairs to the roof of the condominium building or any re-roofing thereof shall be a common expense to be assessed against and collected from all owners of condominium units. The Association will provide termite and pest control and the cost thereof shall be a common expense.

XXI.

MAINTENANCE AND REPAIRS BY OWNERS

Every owner shall (and must) keep and maintain his condominium unit, its equipment and appurtenances, including the screened patio, in good order, condition and repair and must perform promptly all maintenance and repair work within his condominium unit and the limited common elements appurtenant thereto which, if omitted, would affect the Condominium or other units, in whole or in part; and each owner, his successors and assigns, by the acceptance of a condominium deed from the Developer, expressly covenants and agrees to be responsible for such repair and maintenance and for the damages to the condominium property or to other condominium units which his failure so to do may cause. Notwithstanding any other provisions of this Declaration, the owner of each condominium unit shall be responsible and obligated for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including glass sliding doors, and all air conditioning and heating equipment, ovens, ranges, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and their connections, required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary services to his condominium unit, and which may now or hereafter be situated within his condominium unit. Each such owner shall further be responsible and obligated for the maintenance, repair and replacement of any and all wall, ceiling and floor interior surfaces, painting, decorating and furnishing and all other accessories which such owner may desire to place or maintain within his condominium unit. Wherever the need for maintenance, repair and replacement of any items which the owner of a condominium unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which is covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or by the Insurance Trustee hereinafter designated, shall be utilized and made available for the purpose of making such maintenance, repair or replacement; provided, however, that the owner of such condominium unit shall be, in such instance, required to pay such portion of the costs of such maintenance, repair and

OFF. REC. 7173 PAGE 10

replacement as shall exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. All limited common elements appurtenant to a condominium unit must be maintained by the owner of that unit and kept in a neat and orderly condition. In the event that any condominium unit owner fails to maintain such limited common elements appurtenant to his unit and to keep them in a neat and orderly condition, then the Association may, at its option, provide such maintenance and assess the unit owner for the cost of same, which assessment may be collected in the manner hereinafter provided for delinquent assessments.

XXII.

MAINTENANCE AND REPAIR OF COMMON ELEMENTS,
LIMITED COMMON ELEMENTS AND RECREATION AREA

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and the recreation area. Should any incidental damage be caused to any condominium unit by virtue of any work done or caused to be done by the Association in connection with such maintenance, repairs and replacements of common elements or the recreation area, the Association shall, at its expense, repair such incidental damage.

Each unit owner shall be responsible for the maintenance and repair of the limited common elements appurtenant to his condominium unit, except for the maintenance and repair of exposed structural members thereof, which shall be maintained and repaired by the Association.

XXIII.

DAMAGE OR LOSS TO OR WITHIN INDIVIDUAL UNITS

The owner of each condominium unit may, at his own expense, obtain insurance coverage for loss of or damage to furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverages against personal liability for injury to the person or property of another while within such owner's condominium unit, or upon the common elements, the limited common elements or the recreation area. All such insurance obtained by the owner of each condominium unit shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of condominium units, the Association and the respective servants, agents and guests of said other owners and the Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than furniture, furnishings and personal property constituting a portion of the common elements) belonging to or carried on the person of the owner of each condominium unit, or which may be stored or kept in any condominium unit or in, to or upon the common elements or limited common elements, shall be borne by the owner of each such condominium unit. All furniture, furnishings and personal property constituting a portion of the common elements and held for the joint use and benefit of all owners of all condominium units shall be covered by such insurance as shall be maintained in force and effect by the Association, as hereinafter provided. The owner of a condominium unit shall have no personal liability for any damages caused by the Association or for any damages occasioned in connection with the use of the common elements or limited common elements. Each owner of a condominium unit shall be liable for injuries or damages resulting from an accident or occurrence in his own condominium unit, to the same extent and degree that the owner of a house would be liable for an accident or occurrence occurring within his house.

OFF. 7173 PAGE 15
REC. 7173 PAGE 15

XXIV.

**INSURANCE COVERAGE TO BE MAINTAINED BY
ASSOCIATION; INSURANCE TRUSTEE, APPOINTMENT
AND DUTIES; USE AND DISTRIBUTION OF
INSURANCE PROCEEDS, ETC.**

The following insurance coverage shall be maintained in full force and effect by the Association covering the Condominium property (including the condominium units, common elements, limited common elements and recreation area), and the operation and management thereof, to wit:

A. Casualty insurance covering all of the Condominium property, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils, including windstorm, endorsement; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the Condominium, including vandalism, malicious mischief and such other insurance coverages, as and to the extent available, which may from time to time be deemed by the board of directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

B. Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect said Association and the owners of all condominium units, including such insurance coverages as, and to the extent available, may from time to time be deemed by the board of directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

C. Workmen's Compensation insurance to meet the requirements of law; and

D. Such other insurance coverage, other than title insurance, as the board of directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all of the condominium units.

All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of all owners of condominium units as a group to each condominium unit owner.

All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all of the owners of all condominium units. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the Condominium shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor; and the insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all of the owners of all condominium units and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and appointed as authorized agent for the owners of all

OFF.
REC. 7173 PAGE 47

condominium units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by the Association, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Association; provided, however, that with respect to the casualty insurance referred to in subparagraph A of this Article XXIV, although the Association shall have the right to designate and select the insurance carrier, said right shall be subject to the approval of the institutional first mortgage lender who shall be the holder of a majority of the first mortgages encumbering the individual condominium units (and appurtenances) within the Condominium.

The Association shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated and for the benefit of the Association and the owners of all condominium units and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. The Association, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money which comes into the possession of the Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of condominium units and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and the Secretary of the Association, executed under oath, which certificate will be provided to the Insurance Trustee upon request of the Insurance Trustee made to the Association, such certificate to certify unto the Insurance Trustee the name or names of the owners of each condominium unit, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each condominium unit, and the respective percentages of any distribution which may be required to be made to the owner or owners of any condominium unit or condominium units and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a condominium unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any condominium unit or condominium units, and their respective mortgagees, after

OFF. REC. 7173 PAGE 43

such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any condominium unit or condominium units and their respective mortgagee or mortgagees by reason of loss of or damage to personal property constituting a part of the common elements as to which a determination is made not to repair, replace or restore such personal property.

In the event of the loss of or damage only to common elements, real or personal, and/or limited common elements, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common elements, limited common elements and/or recreation area, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the condominium units and their respective mortgagees, irrespective of whether there may be exclusive right to use an area constituting a limited common element appurtenant to any of such condominium units, the distribution to be separately made to the owner of each condominium unit and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each condominium unit and his mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in the common elements appurtenant to each condominium unit bear to the total undivided interests in common elements appurtenant to all condominium units. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to pay completely for the repair, replacement or reconstruction of any loss or damage, as the case may be. The moneys to be deposited by the Association with the Insurance Trustee, in said latter event, may be paid by the Association out of its reserve for replacement fund; and, if the amount in such reserve for replacement fund is not sufficient, then the Association shall levy and collect an assessment against the owners of all condominium units and against said condominium units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction, without regard to the existence of any exclusive right to use an area constituting limited common elements which may be an appurtenance to said condominium unit.

In the event of the loss of or damage to common elements, limited common elements and any condominium unit or condominium units, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of common elements, real or personal, and limited common elements, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any condominium unit or condominium units which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common elements and the limited common elements and the condominium unit or condominium units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all condominium units and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner

REC. 7173 PAGE 49

and in the proportions as are provided hereinabove. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of the Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the common elements and limited common elements and the condominium unit or condominium units sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to common elements and limited common elements but are not sufficient to repair, replace or reconstruct any loss of or damage to any condominium unit or condominium units, then the Association shall levy and collect an assessment from the owner or owners of the condominium unit or condominium units sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to pay completely for the repair, replacement or reconstruction of all common elements, limited common elements and condominium unit or units. In said latter event, the assessment to be levied and collected from the owner or owners of each condominium unit or units sustaining loss or damage shall be apportioned among such owner or owners in such manner that the assessment levied against each owner of a condominium unit and against his condominium unit shall bear the same proportion to the total assessment levied against all of said owners of condominium units sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's condominium unit bear to the cost applicable to all of said condominium units sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the event of the loss of or damage to common elements, limited common elements and condominium unit or units are not in an amount which will pay for the complete repair, replacement or reconstruction of the common elements and the limited common elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said common elements and limited common elements before being applied to the repair, replacement or reconstruction of a condominium unit or units, then the cost to repair, replace or reconstruct said common elements and limited common elements in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all condominium units, in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to common elements and the casualty insurance proceeds not been sufficient to cover the cost of repair, replacement or reconstruction of such common elements; and the cost to cover the repair, replacement or reconstruction of each condominium unit or units sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of condominium units sustaining the loss or damage, in the same manner as is above provided for the apportionment of such assessment among the owner or owners of condominium units sustaining such loss or damage. In the latter event, assessment of the owner or owners of the condominium units shall be made without regard to the existence of any exclusive right to use an area constituting limited common elements which may be an appurtenance to any condominium unit.

In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within 60 days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the board of directors of the Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or recon-

struction thereof, the additional moneys required to pay completely for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of condominium units or only by the owner or owners of any condominium unit or units sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than 30 days from the date on which said Insurance Trustee shall receive the moneys payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to the Association, the insurance proceeds, when received by the Insurance Trustee, shall be paid to the Association. In the event of the loss of or damage to personal property constituting a portion of the common elements, should the board of directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all condominium units and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

Notwithstanding anything herein contained, should any claim or the proceeds of any settlement of an insurance claim be less than five thousand dollars (\$5,000.00), then such sum need not be deposited with the Insurance Trustee but rather shall be paid directly to the Association, to be disbursed in accordance with the terms of this Article by the officers of the Association, in accordance with directions from the board of directors of the Association.

For the purposes of this Article XXIV, the recreation area shall be considered the same as if it were a common element, and the Association shall provide for the recreation area the same types and coverages of insurance as it provides for the common elements.

E. The provisions of this Article XXIV are intended for the benefit of the holders of all bona fide first mortgages encumbering any condominium unit or units, as well as for the benefit of condominium unit owners. The provisions of this Article XXIV may be enforced by the holder of any first mortgage affecting any unit within the condominium; and the provisions of this Article XXIV may not be amended or modified without the written consent of the holders of all bona fide first mortgages held by institutional mortgage lenders encumbering any of the condominium units.

XXV.

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, as opposed to levying and assessing such tax or special assessment against each condominium unit and its appurtenant undivided interest in common elements, as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association; and any taxes or special assessments which are to be so levied shall be included, wherever possible, in the estimated annual budget of the Association or shall be separately levied and collected as an assessment by the Association against all of the owners of all condominium units and against said condominium units, if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Association in the event that such tax or special assessment is levied against the Condominium as a whole, instead of against each separate condominium unit and its appurtenant undivided interest in common elements, shall be apportioned among the owners of all condominium units, so that the amount of such tax or special assessment so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each condominium unit shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the undivided interest

OFF.
REC. 7173 page 51

In common elements appurtenant to each condominium unit bears to the total undivided interest in common elements appurtenant to all condominium units. In the event that any tax or special assessment shall be levied against the Condominium in its entirety without apportionment by the taxing authority to the condominium units and appurtenant undivided interests in common elements, then the assessment by the Association, which shall include the proportionate share of such tax or special assessment attributable to each condominium unit and its appurtenant undivided interest in common elements, shall separately specify and identify the amount of such assessment attributable to such tax or special assessment, and the amount of such tax or special assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any condominium unit and its appurtenant undivided interest in common elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each condominium unit and its appurtenant undivided interest in common elements.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be included as a common expense in the annual budget of the Association.

In the apportionment of any tax or special assessment in accordance with the provisions of this Article XXV, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a limited common element which may be an appurtenance to any condominium unit.

XXVI.

LIMITATION ON SALE OR LEASE OF CONDOMINIUM UNITS

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 tenantable, 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 manner herein provided.

A. With the exception of transfer of ownership of any condominium unit by one spouse to another, 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. In the event that the Association does not approve the proposed lessee or purchaser, then the Association shall have the right to lease or to purchase the said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the lease or purchase of his condominium unit. Whenever the owner of any condominium unit has received a bona fide offer to lease or purchase his condominium unit (which offer shall have been accompanied by a substantial earnest

money deposit, hereby defined to be not less than 10% of the purchase price, as to a sale, and not less than two months' rent, as to a lease) and is desirous of accepting such bona fide offer, the owner of such condominium unit shall notify the board of directors of the Association in writing, by registered or certified mail sent to the offices of the Association, or by personal delivery made to the president or secretary of the Association, of his desire to accept such offer for the lease or 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. Furthermore, to be deemed a valid offer, the offeror shall furnish such additional personal and financial information as may be requested by the Association. If the Association rejects the proposed lessee or purchaser and if the Association is desirous of exercising its option to lease or purchase 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 lease or sell the same of the exercise by the Association of its election so to lease or purchase said condominium unit, such notice to be in writing and posted by registered or certified mail to said owner within 15 days from receipt by the Association of the owner's notice to the Association as hereinabove required, or said notice in writing may be personally delivered to said owner within said 15-day period. If the Association has elected to lease or purchase the condominium unit, then, upon notifying the owner of the condominium unit of its election to lease or purchase said condominium unit, the Association shall execute a lease or 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 lease or sell his condominium unit, such owner shall be free to consummate such lease or sale of his condominium unit unless, within 15 days after the owner has delivered his required notice to the Association, the Association has notified the owner of its intention to exercise its option to lease or purchase the condominium unit. However, in that event, the owner of said condominium unit shall not lease or 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, nor for any lower rental or purchase price, nor on 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 or lessee and the option to purchase or lease 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 lease or purchase any condominium unit to be exercised in its name 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 leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or 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 lease or 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 recording, 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.

Notwithstanding the foregoing, 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 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 as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

B. Any owner who wishes to make a gift of his condominium unit ownership or any interest therein to any person or persons other than the spouse of the owner shall give to the Association not less than 15 days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall at all times have an option to purchase such condominium unit ownership or interest therein for cash at fair market value to be agreed upon by the parties and, if not so agreed upon as herein-after provided, to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. If, within 15 days after the expiration of said period, the owner-donor and the Association cannot agree on the fair value of the unit, then a real estate appraiser satisfactory to both the owner and the Association shall be designated to establish the fair market value of the unit. In the event that the owner-donor and the Association cannot agree upon a single real estate appraiser satisfactory to both of them within an additional 10-day period, then each of them shall select a real estate appraiser within 10 days and the two appraisers shall select a third, and the three appraisers so chosen shall act as a board of arbitration. Within 30 days after the appointment of said arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the condominium unit ownership or interest therein shall expire 30 days after the date of receipt by it of such notice.

OFF. REC. 7173 PAGE 51

C. In the event any condominium unit owner dies leaving a will devising his condominium unit or any interest therein to any person or persons other than the surviving spouse of the owner, or dies intestate and, at the time of death, the heirs-at-law of the decedent under the laws of intestate succession are other than the surviving spouse of the decedent, the Association shall have an option to purchase (to be exercised in the manner hereinafter set forth) said condominium unit ownership or interest therein, either from the devisee or devisees or distributees thereof, or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value, which is to be determined in the manner hereinabove provided in subparagraph B of this Article XXVI in the event of a proposed gift. Within 30 days after the appointment of a personal representative for the estate of a deceased owner, the Association and the personal representative shall agree upon the fair market value of the deceased owner's unit on the date of death of the deceased owner, if they are able so to do. If the Association and the personal representative are not able to agree on the fair market value, then they shall mutually select a real estate appraiser to act as an arbitrator, to make an appraisal and to establish the fair market value. In the event that the personal representative and the Association are unable to select such a real estate appraiser satisfactory to both of them, then each shall select an appraiser and the two appraisers shall select a third, and the three appraisers so chosen shall determine the fair market value. Within 30 days after the appointment of the arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Association and to said devisee or devisees or distributees or personal representative, as the case may be. The Association's right to purchase the unit or interest therein at the price determined by the arbitrator(s) shall expire 30 days after the date of receipt by it of such notice, if the personal representative of the deceased owner is empowered to sell, and shall expire three months after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his unit or interest therein.

Should the interest of a unit owner or Developer become the subject of a bona fide first mortgage in favor of an institutional mortgage lender, as security in good faith or for value, the holder of such mortgage, upon becoming the owner of such interest through foreclosure, judicial foreclosure sale or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest; and the transfer of the fee ownership of said unit, or the lease thereof by such mortgage holder, may be accomplished without the prior approval of the Association and without any right of first refusal or option to purchase in the Association, notwithstanding any provisions of this Declaration of Condominium; but such mortgage holder shall sell or lease, and the purchaser or lessee shall take, subject to all of the other

OFFICE
REC. 7173
PAGE 53

provisions of this Declaration of Condominium and the Exhibits attached hereto. As utilized herein, and as utilized throughout this Declaration of Condominium, the term "institutional mortgage lender" shall mean a mortgage lender holding a first mortgage and shall be limited to a federal or state savings and loan association, a national or state commercial bank, an insurance company, a real estate investment trust, a real estate mortgage trust, a recognized pension trust, a savings bank and the like.

XXVII.

ASSOCIATION TO MAINTAIN REGISTRY
OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a Register setting forth the names of the owners of all of the condominium units. In the event of the sale or transfer of any condominium unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such condominium unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee acquired his interest in any condominium unit. Further, the owner of each condominium unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any condominium unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any condominium unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any condominium unit and, upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same; provided, however, that the failure of the owner of any condominium unit or the holder of any mortgage thereon to notify the Association of the existence of such mortgage shall not defeat the rights of the holder of any such mortgage to enforce its mortgage against the condominium unit which it encumbers or against the owner of same.

XXVIII.

ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT

The Association is given the authority to administer the operation and management of the Condominium, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all condominium units. In order to administer the operation and management of the project properly, the Association will incur, for the mutual benefit of all of the owners of condominium units, costs and expenses which will be both continuing or non-recurring costs, as the case may be. To provide the funds necessary for such proper operation and management, including the exercise of any right of first refusal to purchase or lease as hereinabove provided, and including the maintenance of functions, if any, performed outside the Condominium area, and specifically including the management and maintenance of the recreation area and the Association's performance under the management agreement, the Association has heretofore been granted the right to make, levy and collect assessments against the owners of all condominium units and against said condominium units. In furtherance

OFF. REC. 7173 PAGE 55

of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the owners of all condominium units and upon all condominium units, to wit:

A. All assessments levied against the owners of condominium units and against said condominium units shall be uniform. The assessments made against each condominium unit and the owners thereof for common expenses by the Association shall be in the proportions set forth on Exhibit "E" attached hereto and made a part hereof. The assessment attributable to any condominium unit shall never be reduced or diminished by virtue of the fact that the owner thereof declines to make use of the common elements or any part thereof. Should the Association be the owner of any condominium unit or units, the assessment which would otherwise be due and payable to the Association by the owner of such condominium unit or units, reduced by the amount of income which may be derived from the leasing of such unit or units by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all other condominium units which are not owned by the Association.

Common surplus shall be owned by the owners of all condominium units in the same ratio for which they are responsible for common expenses. Common surplus shall be held by the Association in the manner and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said common surplus. Except for the distribution of any insurance indemnity herein provided or the termination of the Condominium, any distribution of common surplus which may be made from time to time shall be made to the then owners of condominium units in the same ratio as they are responsible for payment of common expenses.

B. The assessment levied against the owner of each condominium unit and against his condominium unit shall be payable in monthly installments. Until otherwise so declared by the board of directors of the Association, such assessments shall be payable monthly on the first day of each and every month.

OFF. REC. 7173 PAGE 57

C. The board of directors of the Association shall establish an annual budget in advance for each fiscal year, in the manner required by the Bylaws of the Association, which shall correspond to the calendar year. Such budget shall project an estimate of all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of this Condominium (and for the proper operation, management and maintenance of Cypress Chase Condominium No. 7, heretofore created by the recording of a Declaration of Condominium therefor by the Developer among the Public Records of Broward County, Florida, in accordance with the over-all plan as set forth in Article III hereof), including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as assessments each year. Upon adoption of such annual budget by the board of directors of the Association, copies of said budget shall be delivered to each owner of a condominium unit and the assessment for said year shall be established based upon such budget, although the delivery of a copy of said budget to each owner shall not affect the liability of any owner for such assessment. Should the board of directors at any time determine, in the sole discretion of the board of directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium as aforesaid, or in the event of emergencies, the board of directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The board of directors of the Association, in establishing said annual budget for the operation, management and maintenance of the Condominium, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements, limited common elements and recreation area facilities, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the common elements, limited common elements and recreation area, as well as the replacement of personal property which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of all condominium units. The amount to be allocated to such reserve fund for replacements shall be established by the board of directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said common elements, limited common elements and recreation area. The amount collected and allocated to the reserve fund for replacements from time to time shall be maintained in a separate account by the Association, although nothing herein contained shall limit the Association from applying any moneys in such reserve fund for replacements to meet other needs or requirements of the Association in operating or managing the Condominium in the event of emergencies, or in the event that the sums collected from the owners of condominium units are insufficient to meet the then fiscal financial requirements of the Association; but it shall not be a requirement that these moneys be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the board of directors of the Association, in the sole discretion of said board of directors.

OFF. REC. 7173 PAGE 59

E. The board of directors of the Association, in establishing the annual budget for the operation, management and maintenance of the Condominium, may include therein a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of condominium units, as a result of emergencies or for other reasons placing financial stress upon the Association. In establishing the annual budget, the board of directors shall include such sums as may be necessary to meet its obligations under the management agreement, a copy of which is attached hereto as Exhibit "L".

F. All moneys collected by the Association shall be treated as the separate property of the Association. Such moneys may be applied by the Association to the payment of any expense of operating and managing the Condominium and the functions under the control of the Association with regard to the Condominium property, and to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium, the articles of incorporation and by-laws of the Association, the recreation lease and the management agreement. Moneys for any assessment paid into the Association by any owner of a condominium unit may be commingled with the moneys paid to the Association by the other owners of condominium units within the Condominium. Although all funds and other assets of the Association and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his condominium unit. When the owner of a condominium unit shall cease to be a member of the Association by reason of the divestment of his ownership of such condominium unit, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to said Association by such owner, as all moneys which any owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Condominium.

G. Payment of any assessment or installment thereof due to the Association shall be in default if such assessment or any installment thereof is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest, at the option of the board of directors of the Association, at the rate of 10% per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to the Association.

H. The owner or owners of each condominium unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties

OFF. 7173 PAGE 59
REC.

are owner or owners of a condominium unit in the Condominium. In the event that any owner or owners are in default in the payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium unit shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof, as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorneys' fee, whether suit be brought or not.

I. No owner of a condominium unit may exempt himself from liability for any assessment levied against such owner and his condominium unit by waiver of the use or enjoyment of any of the common elements or any service or services furnished to same and/or to the condominium units, or by abandonment of the condominium unit, or in any other manner.

J. Recognizing that the necessity for providing proper management and operation of the Condominium entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium units, and that the payment of such common expenses represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium unit, the Association is hereby granted a lien upon each condominium unit and its appurtenant undivided interest in the common elements and upon any exclusive right to use an area constituting limited common elements which may be an appurtenance to any such condominium unit, which lien shall secure and does secure the moneys due for all assessments now or hereafter levied against the owner of each condominium unit, which lien shall also secure the interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien may also secure all costs and expenses, including a reasonable attorneys' fee, which may be incurred by the Association in enforcing this lien upon said condominium unit and its appurtenant undivided interest in the common elements and limited common elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida; and, in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said condominium unit, without notice to the owner of such condominium unit. The rental required to be paid shall be equal to the rental charged on comparable types of condominium units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the Association and shall acquire such interest in any condominium unit expressly subject to such lien; subject further, however, to the provisions hereinafter contained.

OFF. REC. 7173 PAGE 69

K. The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Broward County, Florida a claim of lien stating the description of the condominium unit encumbered thereby, the name of the record owner, the amount due and the date when due; and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any bona fide first mortgage held by an institutional mortgage lender.

In the event that any person, firm or corporation shall acquire title to any condominium unit and its appurtenant undivided interest in common elements by virtue of any first mortgage foreclosure, judicial first mortgage foreclosure sale or voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall be liable and obligated only for such assessments as shall accrue and become due and payable for said condominium unit and its appurtenant undivided interest in common elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, unless such share of the common assessments was secured by a claim of lien therefor that was recorded prior to the recording of the foreclosed mortgage, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessments levied by a taxing authority or authorities against the Condominium in its entirety. In the event of the acquisition of title of a condominium unit by foreclosure of a first mortgage, judicial first mortgage sale or voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all condominium units as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any condominium unit may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with the other provisions of this Declaration of Condominium, the Association, upon written request of the owner of such condominium unit, shall furnish to the proposed lessee, purchaser or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such condominium unit. Such statement shall be executed by any officer of the Association; any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction; and the Association shall be bound by such statement. Such statement may be referred to, for purposes of convenience, as an "estoppel letter" or "estoppel statement".

OFF. REC. 7173 PAGE 01

M. In the event that a condominium unit is to be leased or sold at the time when payment of any assessment against the owner of said condominium unit and against such condominium unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent or the proceeds of the purchase shall be applied by the lessee or the purchaser first to the payment of any then delinquent assessment or installment thereof due to the Association, before the payment of any rent or proceeds of purchase are paid to the owner of any condominium unit who is responsible for the payment of such delinquent assessment.

N. In any voluntary conveyance of a condominium unit (other than a voluntary conveyance in lieu of foreclosure of a first mortgage), the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

O. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure; nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it.

P. Notwithstanding anything in this Declaration of Condominium to the contrary, it is declared that neither the Developer nor any condominium units owned by it shall be subject to assessment as provided for in this Declaration for a period subsequent to the recording of this Declaration and terminating not later than the first day of the fourth calendar month following the month of closing of the purchase and sale of the first condominium unit within the Condominium to a unit owner who is not the Developer, the nominee of the Developer or a substitute or alternative developer; provided, however, that, during such period, the Developer shall pay, in lieu of such share of common expenses, the portion of the common expenses incurred during that period which exceeds the amount assessed against all other unit owners. The common expenses, for this purpose, shall not include any reserve for replacements, operating reserves, depreciation reserve or expense or capital expenditures. Notwithstanding the provisions hereof, the Developer may, at its option, so long as Developer shall own any of the condominium units in the Condominium, subject itself to assessments as provided in this Declaration of Condominium for each such unit, to the end that Developer's assessments shall be the same as those of the other owners of like condominium units. Further, the provisions of this paragraph P of this Article XXVIII to the contrary notwithstanding, the Developer shall be excused from the payment of its share of the common expenses in respect of units owned by the Developer if the Developer elects to guarantee that the assessments for common expenses of the Condominium imposed upon the unit owners other than the Developer shall not increase over a stated dollar amount and if the Developer shall obligate itself to pay any amount of common expenses incurred during the period of such guarantee and not produced by the assessments at the guaranteed level receivable from the other unit owners.

OFF. REC. 7173 PAGE 62

TERMINATIONA. In the Event of Fire or Other Casualty or Disaster:

Notwithstanding anything to the contrary contained in Article XXIV hereof, in the event of fire or other casualty or disaster which shall so destroy the condominium units in the Condominium as to require more than two-thirds (2/3) of all such buildings to be reconstructed, as determined by a majority of the owners of condominium units within this Condominium, then this Declaration and the plan of condominium ownership established herein shall terminate, unless all of the owners of such condominium units agree that the said buildings shall be reconstructed, or unless any policy or policies of casualty insurance which cover the damage or destruction of said buildings require the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies; but, notwithstanding the fact that the owners of all condominium units agree to reconstruct said buildings or that such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the plan of condominium ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the project which may then prevent the reconstruction of said Condominium buildings, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to the Association, for itself and for the benefit of the owners of all condominium units, under any insurance policy or policies then existing. If, as above provided, this Declaration of Condominium and the plan of condominium ownership established herein are to be terminated, then a certificate of a resolution of a majority of the condominium unit owners within this Condominium to said effect, and notice of the cancellation and termination hereof, shall be executed by a majority of the condominium unit owners, in recordable form, and such instrument shall be recorded among the Public Records of Broward County, Florida. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, all of the owners of all condominium units within this Condominium shall be and become tenants in common as to the ownership of all of the real property located within this Condominium, together with any then remaining improvements thereon; subject, however, to such rights as may then exist in favor of all of the unit owners in Cypress Chase Condominium No. 8, if a Declaration of Condominium for same be then in effect, as 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 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 purposes 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. The undivided interest in the real property and the remaining improvements thereon held by the owner or owners of each condominium unit within

OFF. REC. 7173 PAGE 63

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. 7 (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. 7, 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

OFF. REC. 7173 PAGE 61

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. 7, 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

OFF.
REC. 7173 PAGE 65

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 liens 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.

OFF. REC. 7173 PAGE 65

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. 7, which has heretofore been created by the Developer, who are also 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. 8), and the same is likewise a privilege and a right running with the title to each condominium unit in Cypress Chase Condominium No. 7, which has heretofore been 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 "L". Said management agreement is subject to the provisions of §718.302, Florida Statutes, as enacted by the 1976 regular session of the Florida Legislature.

OFF.
REC. 7173 PAGE 67

XXXIII.

PROVISIONS WITH RESPECT TO
CHILDREN AND PETS

A. Children:

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.

OFF.
REC. 7173 PAGE 63

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 bylaws 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 bylaws 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.

OFFICE
REC. 7173 PAGE 09

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

OFF. REC. 7173 PAGE 70

units which will be operated ultimately by the Association (including the units in Cypress Chase Condominium No. 7 and Cypress Chase Condominium No. 8), 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, or when some of the units that will be operated ultimately by the Association have been conveyed to purchasers and none of the others are being constructed or 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.

OFF. REC. 7173 PAGE 11

Prior to, or not more than 60 days 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 §718.301(4) of the Florida Statutes, as enacted by the regular 1976 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 718, 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

OFF. REC. 7173 PAGE 72

EXHIBIT "A"
to DECLARATION OF CONDOMINIUM for
CYPRESS CHASE CONDOMINIUM NO. 8

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.

GFC
REC. 7173 PAGE 74

EXHIBIT "B"
to DECLARATION OF CONDOMINIUM for
CYPRESS CHASE CONDOMINIUM NO. 8

Legal Description of Cypress Chase Condominium No. 8 Property

A portion of the East one-half (E½) of the Southwest one-quarter (SW¼) of the Northwest one-quarter (NW¼) of Section 25, Township 49 South, Range 41 East, more fully described as follows:

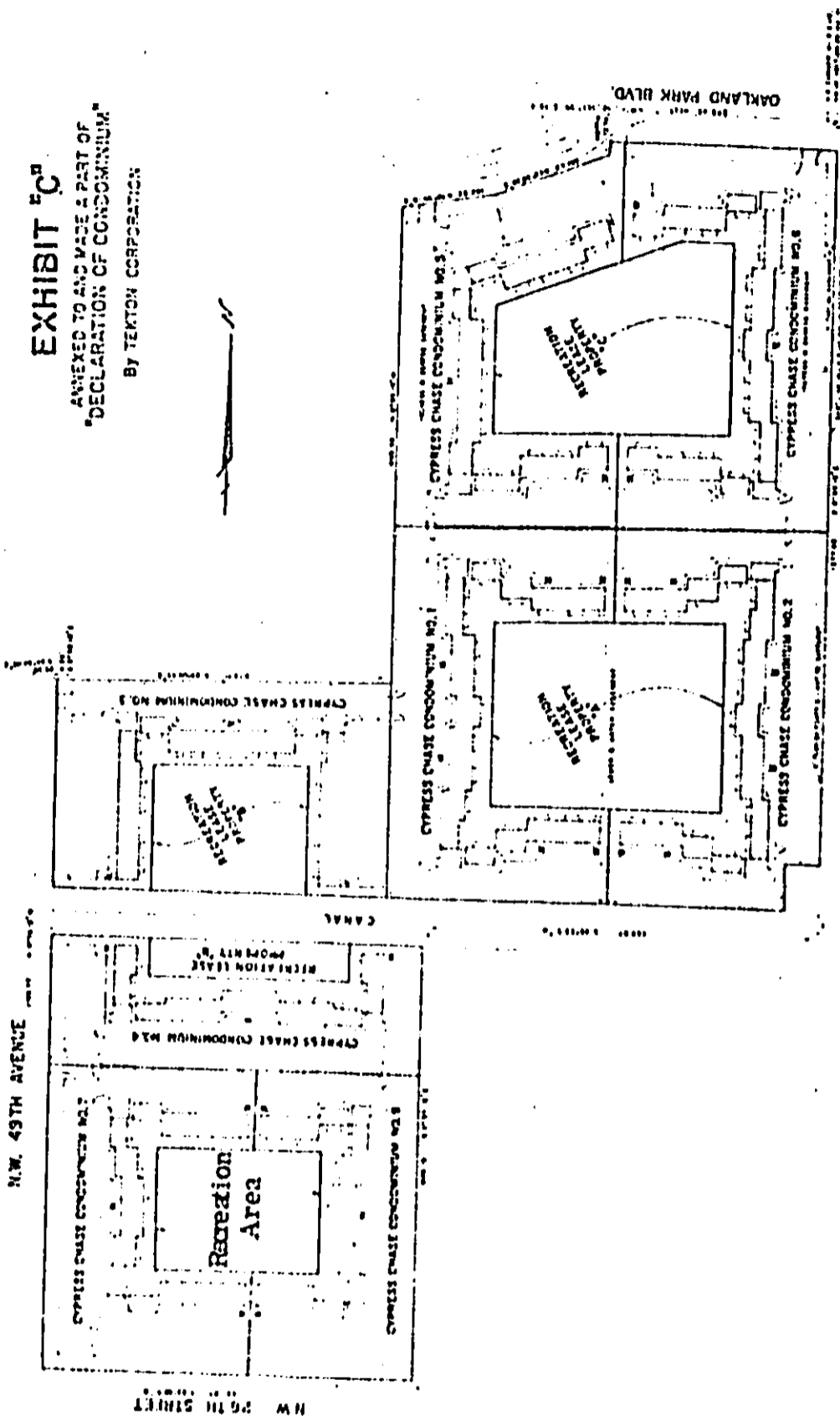
Commencing at the Northwest corner of the said East one-half (E½) of the Southwest one-quarter (SW¼) of the Northwest one-quarter (NW¼) of Section 25; thence South 0° 55' 15" East along the West line of the said East one-half (E½) of the Southwest one-quarter (SW¼) of the Northwest one-quarter (NW¼) of Section 25, a distance of 314.144 feet; thence North 89° 59' 51" East a distance of 382.356 feet to the Point of Beginning. Thence continuing North 89° 59' 51" East a distance of 277.720 feet to a point on the East line of the said East one-half (E½) of the Southwest one-quarter (SW¼) of the Northwest one-quarter (NW¼) of Section 25; thence South 0° 55' 15" East along the said East line a distance of 517.096 feet; thence South 89° 59' 51" West a distance of 282.606 feet; thence North 0° 00' 09" West a distance of 173.667 feet; thence North 89° 59' 51" East a distance of 131.136 feet; thence North 0° 55' 15" West a distance of 212.223 feet; thence South 89° 59' 51" West a distance of 131.136 feet; thence North 0° 00' 09" West a distance of 131.167 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida, and containing 2.6849 acres more or less.

OFF. REC. 7173 PAGE 75

EXHIBIT "C"

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"

BY TEKTON CORPORATION



PLAN OF ENTIRE TRACT
CYPRESS CHASE CONDOMINIUMS
FOR TEKTON CORPORATION

EXHIBIT "C" to Declaration of Condominium

EXHIBIT "D"
to DECLARATION OF CONDOMINIUM for
CYPRESS CHASE CONDOMINIUM NO. 8

Percentage of Ownership of Common Elements

<u>Unit No.</u>	<u>Percentage</u>	<u>Unit No.</u>	<u>Percentage</u>	<u>Unit No.</u>	<u>Percentage</u>	<u>Unit No.</u>	<u>Percentage</u>
129	1.138445	229	1.138445	329	1.138445	429	1.138445
130	1.138445	230	1.138445	330	1.138445	430	1.138445
131	1.138445	231	1.138445	331	1.138445	431	1.138445
132	1.138445	232	1.138445	332	1.138445	432	1.138445
133	.848110	233	.848110	333	.848110	433	.848110
134	.848110	234	.848110	334	.848110	434	.848110
135	.848110	235	.848110	335	.848110	435	.848110
136	.848110	236	.848110	336	.848110	436	.848110
137	1.138445	237	1.138445	337	1.138445	437	1.138445
138	1.138445	238	1.138445	338	1.138445	438	1.138445
139	1.138445	239	1.138445	339	1.138445	439	1.138445
140	1.138445	240	1.138445	340	1.138445	440	1.138445
141	1.138445	241	1.138445	341	1.138445	441	1.138445
142	1.138445	242	1.138445	342	1.138445	442	1.138445
143	1.138445	243	1.138445	343	1.138445	443	1.138445
144	1.138445	244	1.138445	344	1.138445	444	1.138445
145	.848110	245	.848110	345	.848110	445	.848110
146	.848110	246	.848110	346	.848110	446	.848110
147	.848110	247	.848110	347	.848110	447	.848110
148	.848110	248	.848110	348	.848110	448	.848110
149	1.138445	249	1.138445	349	1.138445	449	1.138445
150	1.138445	250	1.138445	350	1.138445	450	1.138445
151	1.138445	251	1.138445	351	1.138445	451	1.138445
152	1.138445	252	1.138445	352	1.138445	452	1.138445
Total							<u>100.000000</u>

OFF. REC. 7173 PAGE 77

**EXHIBIT "E" to DECLARATION OF CONDOMINIUM
for CYPRESS CHASE CONDOMINIUM NO. 8**

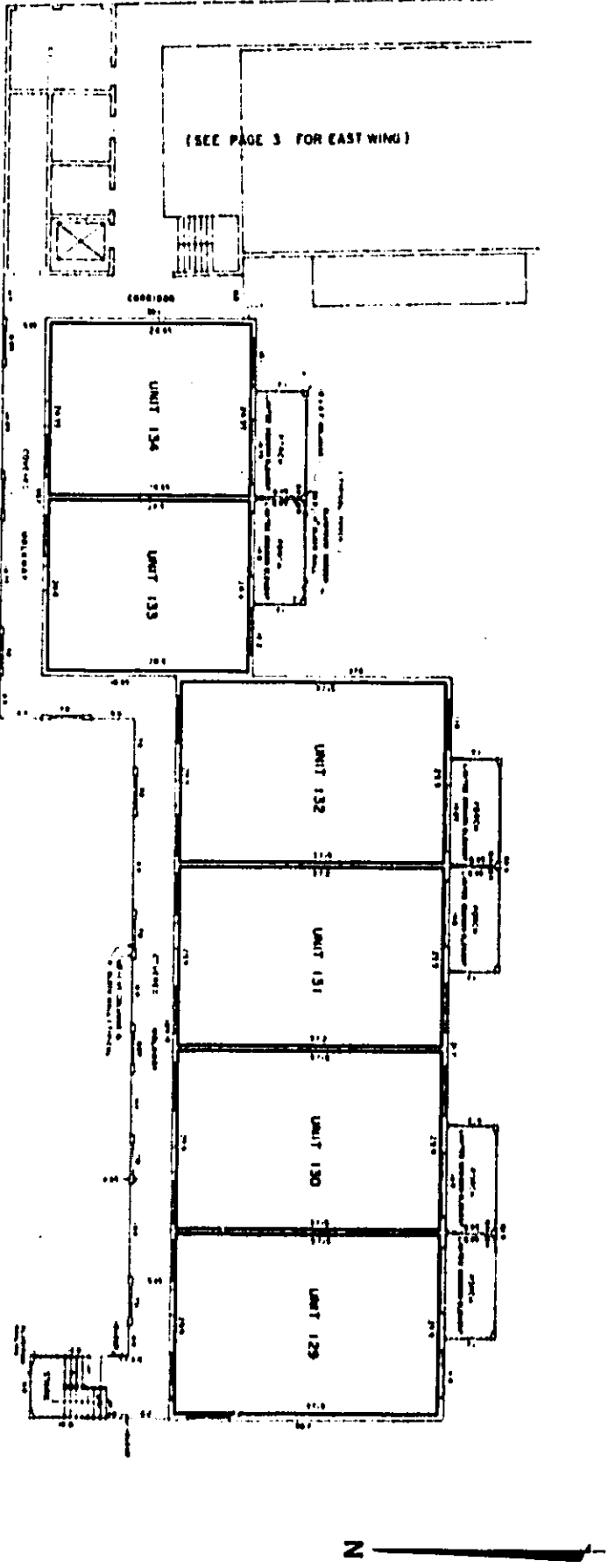
Percentage of Share of Common Expenses and Surplus

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

OFFICE COPY
PAGE 13

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

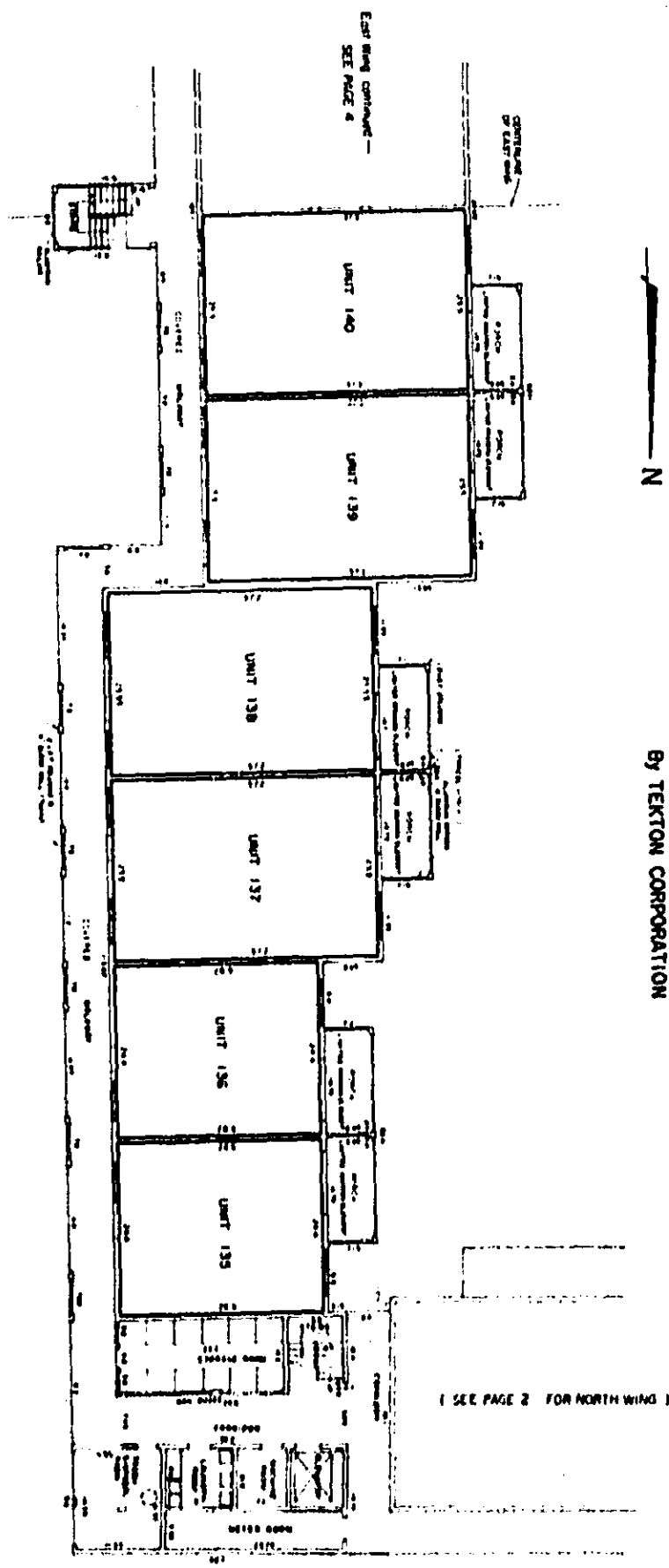


NOTES
 These plans and specifications are drawn from plans and data submitted by
 the Applicant, and are subject to the approval of the Board of Directors.
 The Applicant warrants that the information contained herein is true and
 correct, and that the Applicant is not aware of any material facts which
 would make the information furnished herein misleading, incomplete or
 otherwise deficient in any way.

LISTED AND UNLISTED ROOMS OF THE UNITS
 The following table lists the rooms of the units shown on the attached floor plan.
 Square feet of area: 17.26
 Linear feet of area: 9.47

FIRST FLOOR PLAN	
(NORTH WING)	
CYPRESS CHASE	
CONDOMINIUM NUMBER 8	
BY TEKTON CORPORATION	
DATE: 8-17-77	SCALE: 1/8" = 1'-0"
DRAWN BY: [illegible]	
CHECKED BY: [illegible]	
APPROVED BY: [illegible]	

EXHIBIT "F"
 PAGE 3
 ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY TEKTON CORPORATION



NOTES
 These plans and specifications are prepared by the Architect and are subject to the approval of the Board of Directors of the Condominium. The Architect shall be responsible for the design and construction of the building and shall be responsible for the construction of the building in accordance with the plans and specifications. The Architect shall be responsible for the design and construction of the building in accordance with the plans and specifications.

UNIT 135 AND UNIT 136
 The units shall be constructed in accordance with the plans and specifications. The units shall be constructed in accordance with the plans and specifications. The units shall be constructed in accordance with the plans and specifications.

**FIRST FLOOR PLAN
 (EAST WING)**
 CYPRESS CHASE
 CONDOMINIUM NUMBER B
 BY TEKTON CORPORATION

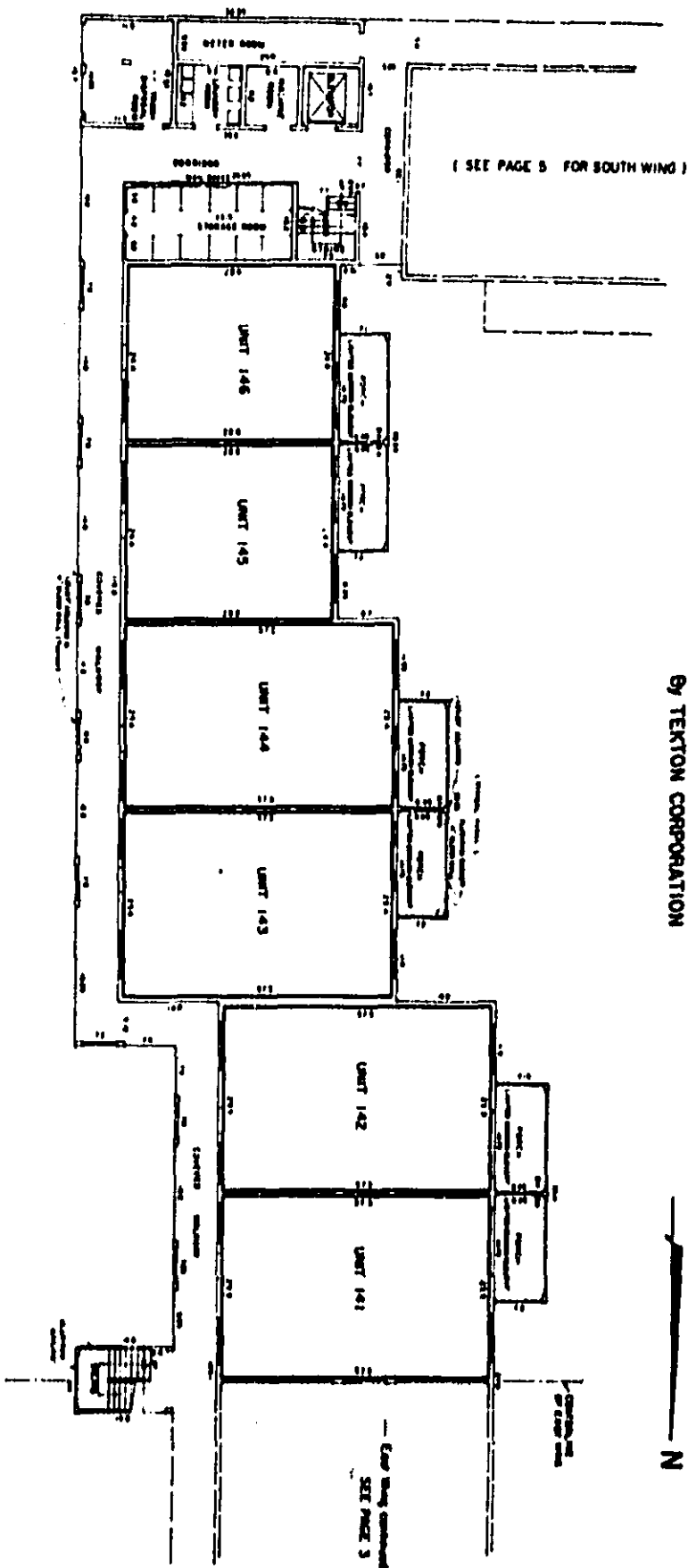
Architect: [Name]
 Date: [Date]

EXHIBIT "F"

PAGE 4

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

OFF. REC. 7173 PAGE 82



NOTES
These plans and specifications are prepared from plans and data supplied by
Clark Gilder, A.I.C. architect, Clark No. 10227 and improvements to be
shown thereon.
Changes in size of the units and their location of the units upon the plan, the
location of the units, and the location of the units, shall be shown on the
plan and shall be subject to the approval of the Board of Directors.

NOTE: LAND SURVEY REPORT OF THE LANDS
The above plan contains survey data (124) and bearing
and distance measurements
taken from the land 1736
taken from the land 907

**FIRST FLOOR PLAN
(EAST WING)
CYPRESS CHASE
CONDOMINIUM NUMBER 8
By TEKTON CORPORATION**

TEKTON CORPORATION
1000 24th Avenue
Cypress, California
Scale: 1/8" = 1'-0"
Date: 12-17-77
Drawn: J.S.
Checked: J.S.
Title: 8-3

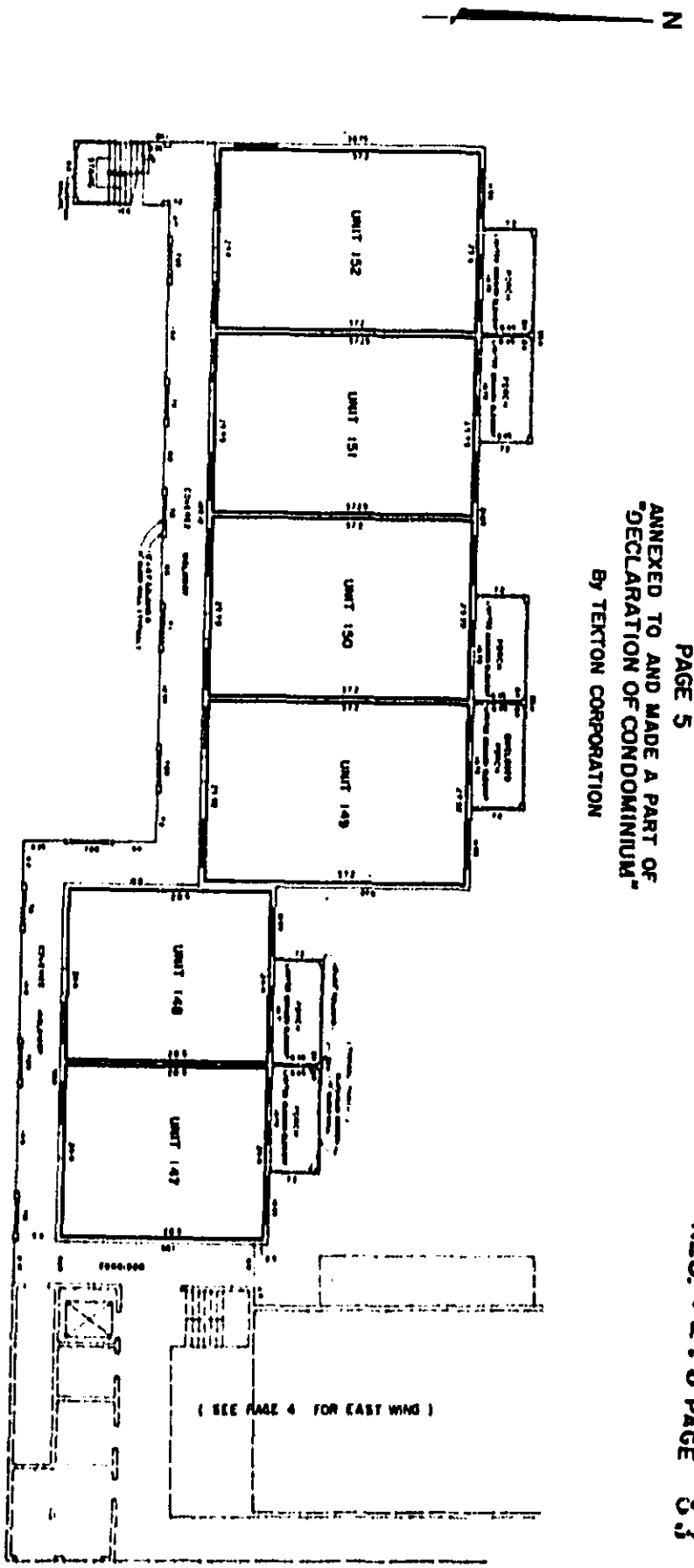
EXHIBIT "F"

PAGE 5

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"

By TEKTON CORPORATION

OFF REC: 7173 page 53

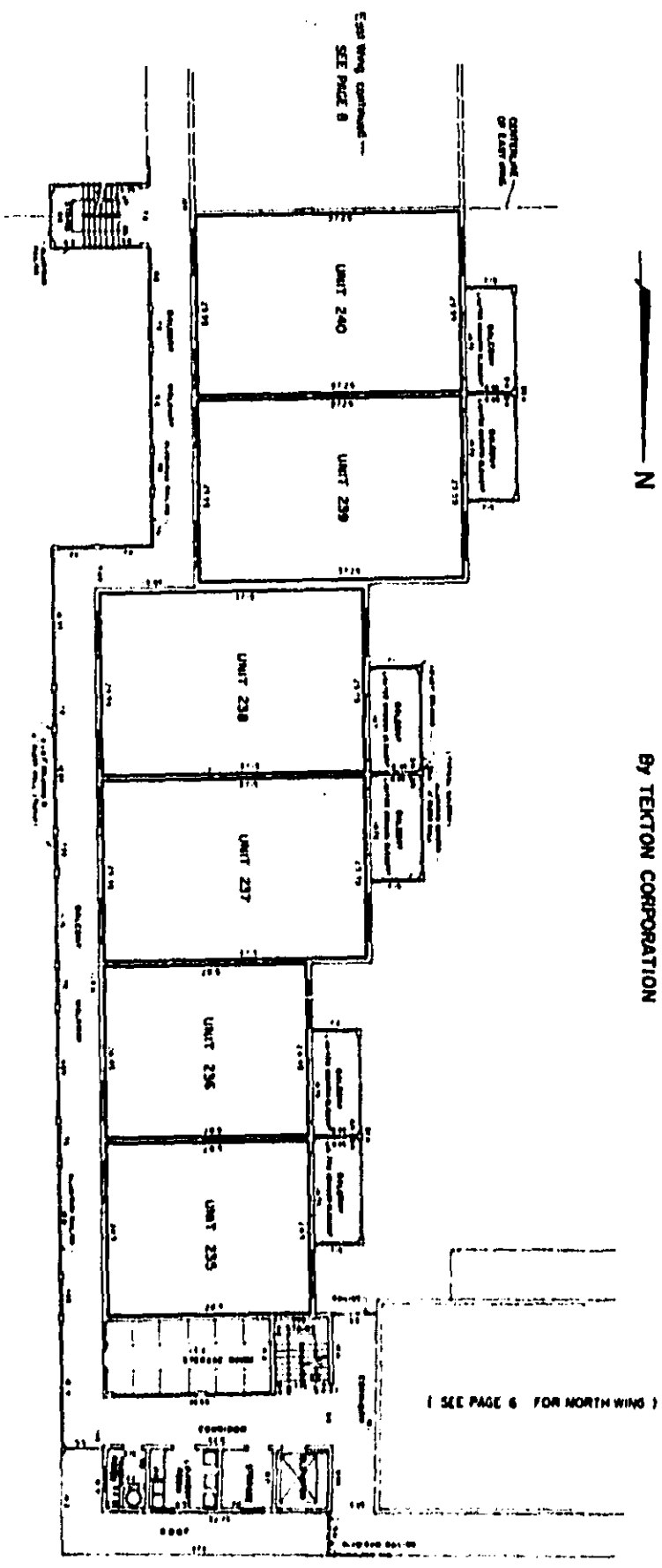


NOTES
These plans and specifications are prepared from plans and data supplied by
Ernest Geller, A.I.C. architect, Dallas, by D.C.T. and supplemented by other
data furnished by the applicant.
Dimensions in feet of the upper and lower level of the units shall be taken from
the floor plan (S.P.L.)
The applicant shall maintain the boundary of the units and the dimensions
thereof.

UNIT 148 AND 147: BOUNDARY OF THE UNITS
The Unit 148 and 147 boundary shall be the center line of the
balcony structure.
Upper level of unit 148: 17'36"
Lower level of unit 147: 9'42"

**FIRST FLOOR PLAN
(SOUTH WING)**
CYPRESS CHASE
CONDOMINIUM NUMBER 8
By TEKTON CORPORATION
S.W. Anderson Associates, Inc.
4001 W. 10th Street, Suite 100
Fort Lauderdale, Florida
Phone 518-1111
Fax 518-1111

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



NOTES:
 These plans and specifications are prepared from plans and data supplied by the Developer, 411 S. University, Okemah, Ok. 73047 and are subject to the Developer's final interpretation. The Developer reserves the right to make any changes in the plans and specifications without notice and without liability. The Developer shall have no obligation to provide any services or materials not specifically shown on these plans and specifications.

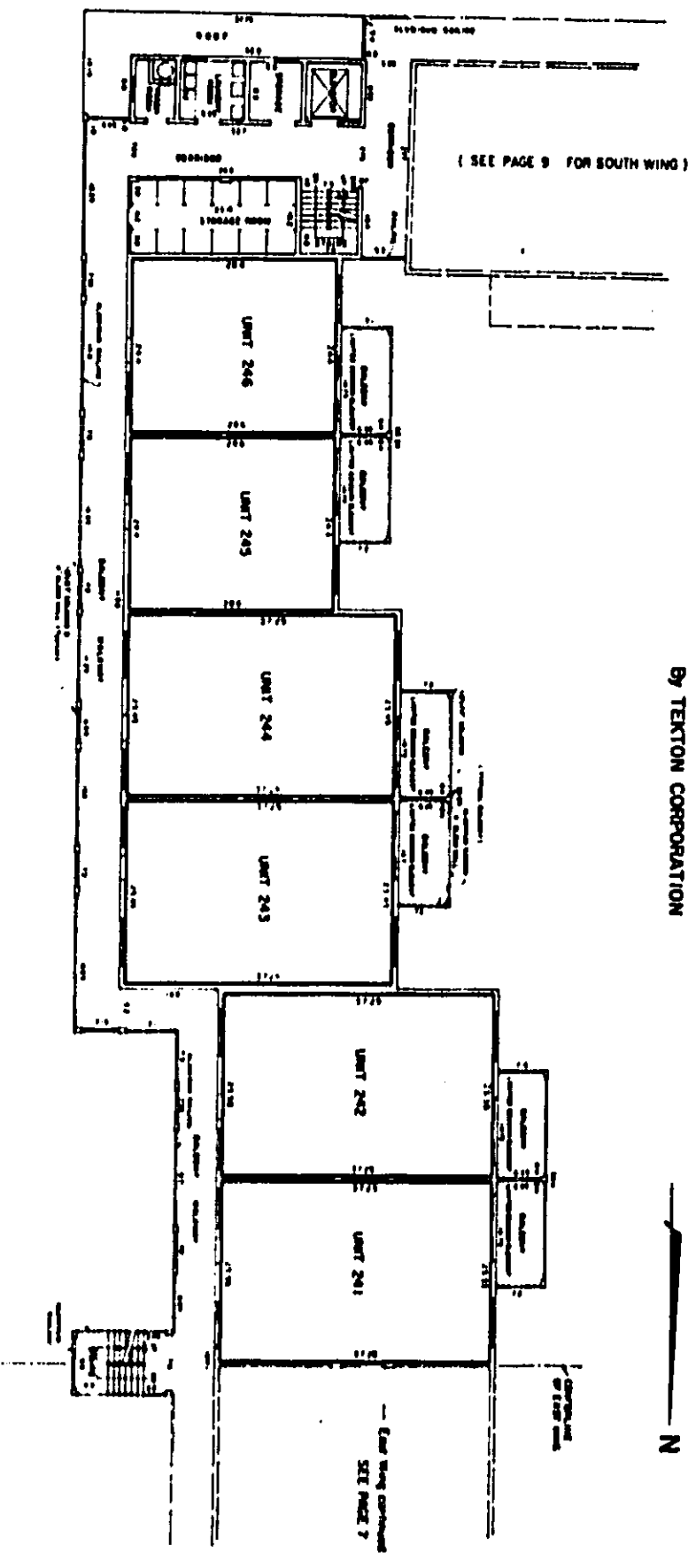
UNIT 240, 239, 238, 237, 236, 235
 The enclosed floor plan, including Unit 240, 239, 238, 237, 236, 235 and the following specifications:
 Common Area of Unit 240 28.01
 Common Area of Unit 239 17.90

**SECOND FLOOR PLAN
(EAST WING)**
**CYPRESS CHASE
 CONDOMINIUM NUMBER 8**
 By TEKTON CORPORATION

OKLAHOMA EXHIBITION CO.
 405 S. W. AVENUE
 OKLAHOMA CITY, OKLAHOMA

Scale 1" = 8'-0"
 Date 8-17-77
 Drawing No. 2-17-77

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



NOTES
 These plans and specifications are prepared from plans and data supplied by
 State Engineer A. L. Erickson, Contra No. 522-V and incorporated by reference
 into the Declaration of Condominium.
 Dimensions in feet of the upper and lower levels of the units refer to Mean Sea
 Level datum (MSL).
 The owner shall have exclusive possession, use and control of the units.

NOTICE CONCERNING BOUNDARY OF THE UNITS
 The boundary lines between units are shown by dashed lines. The boundary
 lines are shown in feet and inches.
 Upper level of units 24 01
 Lower level of units 17 90

**SECOND FLOOR PLAN
 (EAST WING)**
 CYPRESS CHASE
 CONDOMINIUM NUMBER 8
 BY TEKTON CORPORATION

DESIGNED BY: [Name]
 DRAWN BY: [Name]
 DATE: 5-18-77
 SCALE: 1/4" = 1'-0"
 SHEET NO. 27 OF 30

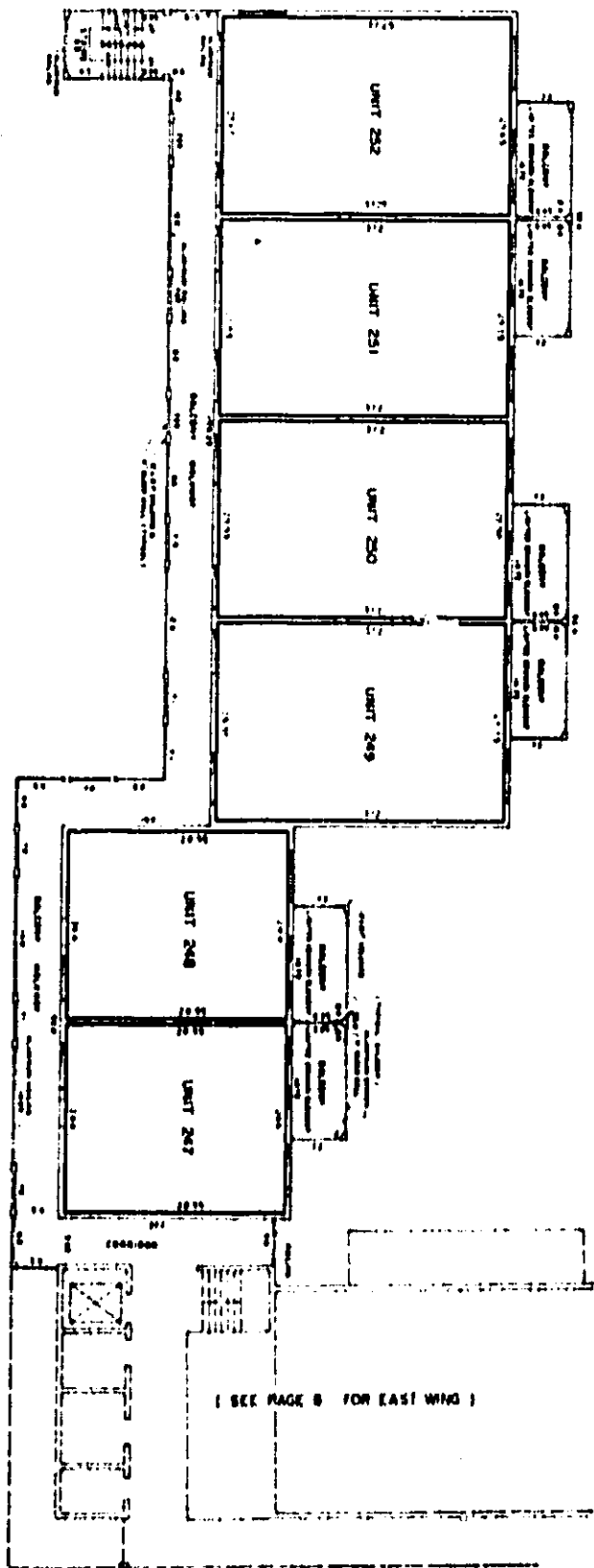
EXHIBIT "F"

PAGE 9

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"

By TEKTON CORPORATION

OFF REC: 7173 PAGE 87



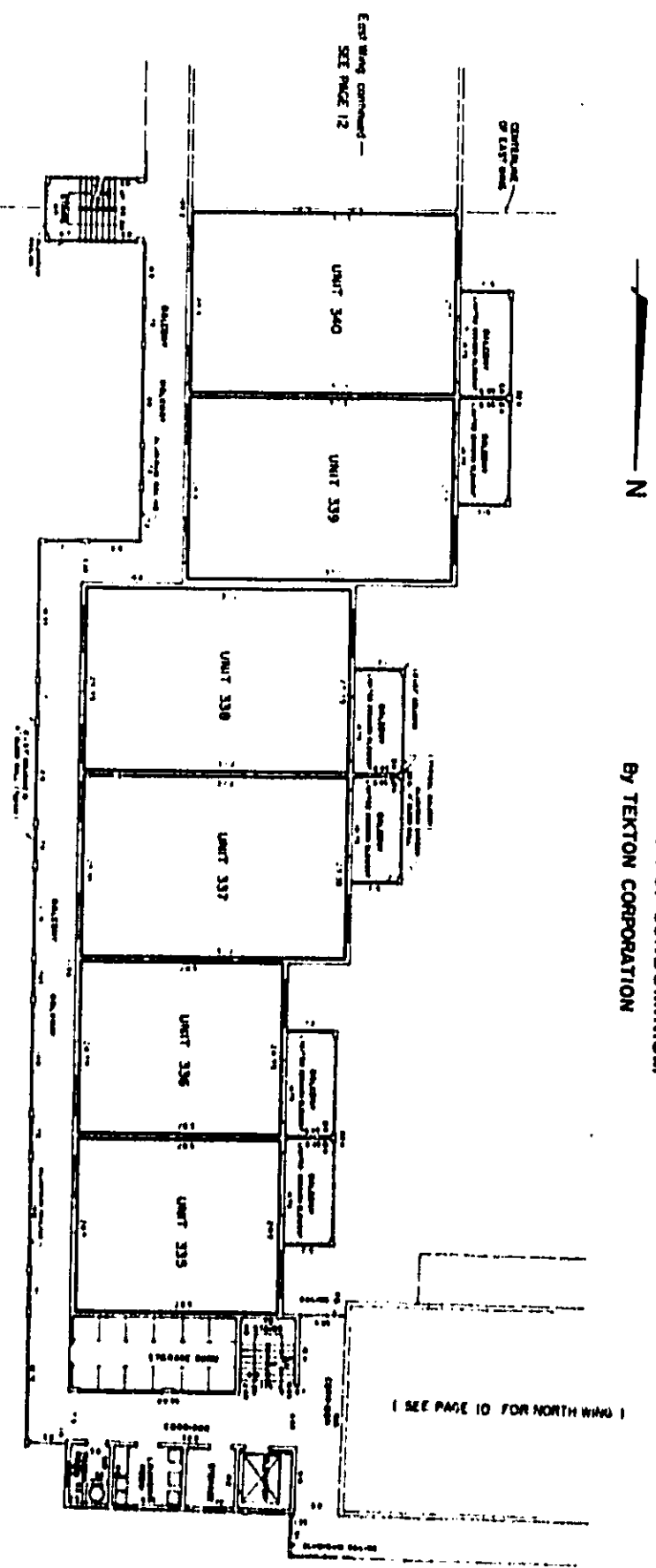
NOTES
These plans and specifications are prepared from plans and data supplied by
Cypress Chase, 3118 Northway, Clarks Summit, PA 18041 and supplemented by other
data furnished by the applicant. The applicant warrants that the information
contained herein is true and correct and that the applicant is not aware of any
facts or circumstances which would render the information furnished hereon
misleading or false in any material respect.

UNIT AND LIMITED BOUNDARY OF THE UNITS
The second floor contains units Nos. 124 and 125
and the following description:
124: 124 sq. ft. of area, 28.01
125: 125 sq. ft. of area, 17.99

**SECOND FLOOR PLAN
(SOUTH WING)
CYPRESS CHASE
CONDOMINIUM NUMBER 8
By TEKTON CORPORATION**

Scale: 1/8" = 1'-0"
Date: 12/17/77
By: [Signature]
Title: [Title]

EXHIBIT 'F'
 PAGE 11
 ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY TEKTON CORPORATION



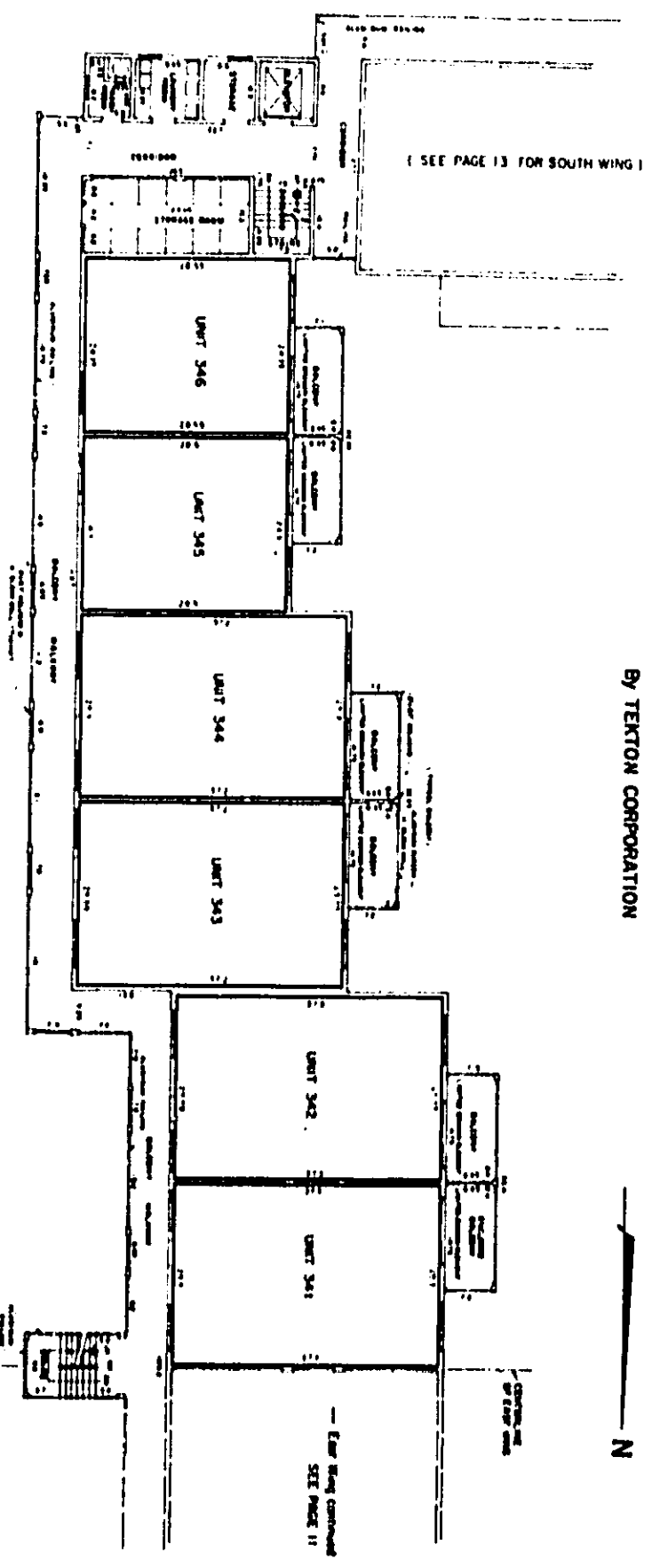
NOTES
 These plans and specifications are compiled from plans and data supplied by East Cypress, a limited liability partnership, (Cypress No. 027) and supplemented by this Declaration of Condominium. Changes in type of the units and their load of the units refer to other Site Plans attached hereto.
 These plans and specifications are subject to change without notice and are deemed to be a part of the Declaration of Condominium.

NOTES AND LEGAL BOUNDARY OF THE UNITS
 The units shown on this plan, map, (24) and other drawings are subject to the following provisions:
 Upper level of unit 340, 345
 Lower level of unit 340, 345

**THIRD FLOOR PLAN
 (EAST WING)
 CYPRESS CHASE
 CONDOMINIUM NUMBER 8
 BY TEKTON CORPORATION**

TEKTON CORPORATION
 1000 WEST 10TH AVENUE
 DENVER, COLORADO 80202
 303-733-1111

EXHIBIT "F"
 PAGE 12
 ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY TEKTON CORPORATION



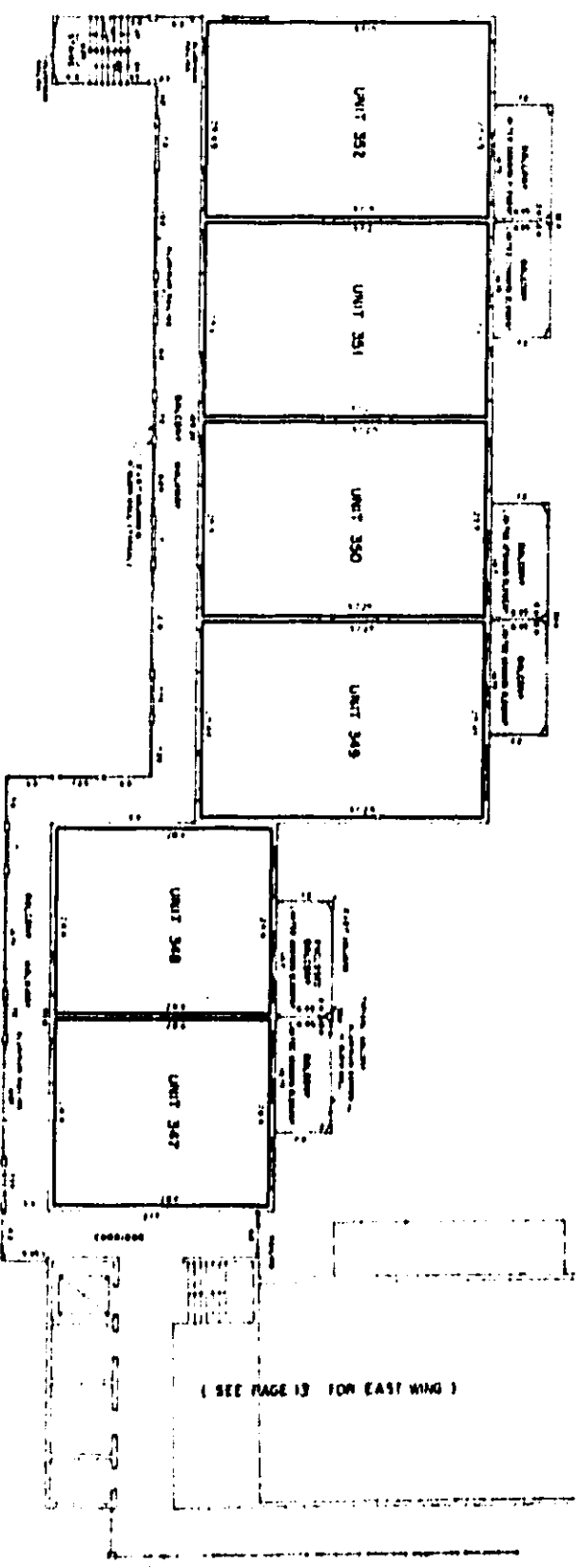
NOTES
 These plans and elevations are prepared from plans and data supplied by
 Fred Fisher, A. A. Architects, Chartered, 1000 F Street, N.W., Washington, D.C. 20004.
 Everything is shown as part of the upper and lower levels of the units shown. The
 lower level is shown in dashed lines.
 The upper level is shown in solid lines.
 The lower level is shown in dashed lines.
 The upper level is shown in solid lines.

UNIT 342 AND UNIT 343, BOUNDARIES OF THE UNITS
 The Unit's floor boundaries shown above 1200' shall govern
 the following description:
 Upper level of units 342 &
 Lower level of units 342 &
 343

**THIRD FLOOR PLAN
 (EAST WING)
 CYPRESS CHASE
 CONDOMINIUM NUMBER 8
 BY TEKTON CORPORATION**

SCALE: AS SHOWN
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 DATE: 11-18-77

EXHIBIT "F"
PAGE 13
ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By TEKTON CORPORATION



NOTES:
 These plans and specifications are prepared from plans and data supplied by
 Ewing Cole, AIA, architect, Dallas, Tex. C-12, 1 and 1, respectively, 1-1-73
 (as amended).
 Construction of part of the upper and lower levels of the units shown on
 these plans is required by the applicable provisions of the Texas State
 Building Code and other applicable provisions of state and local laws.
 See _____

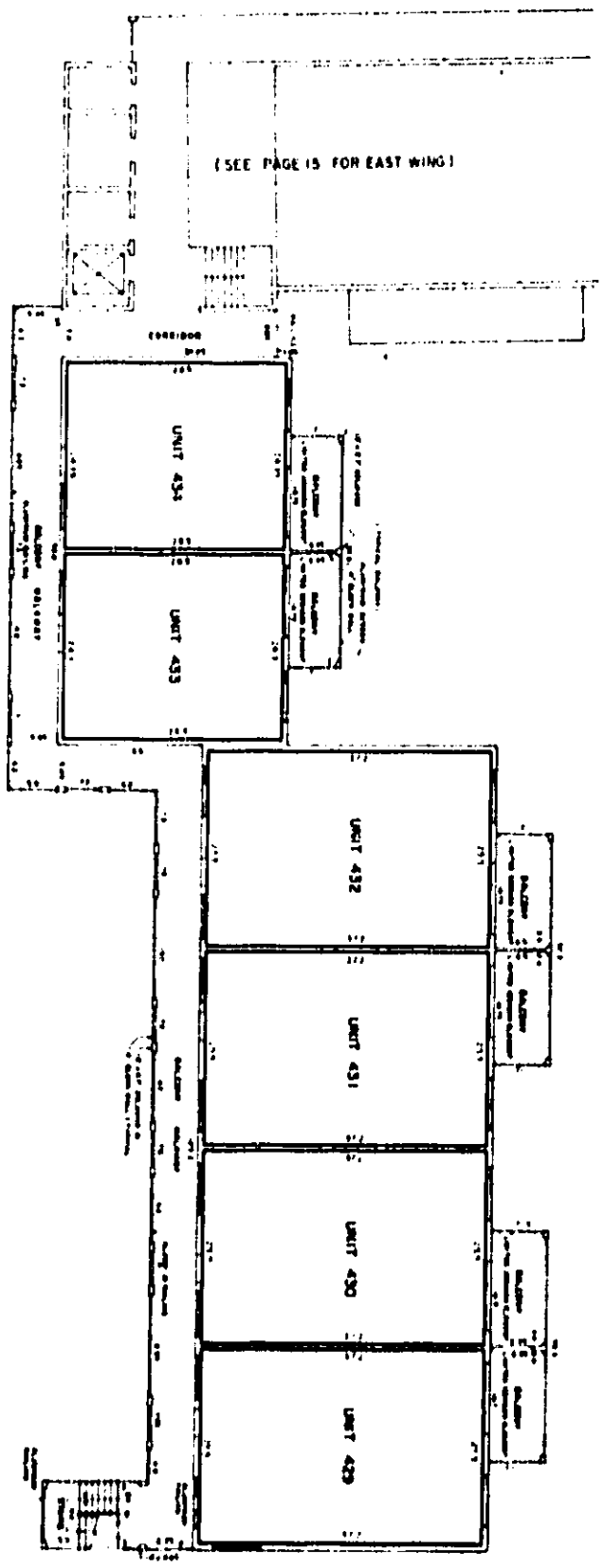
UNIT 348: 34.80
 UNIT 347: 34.80
 UNIT 349: 34.80
 UNIT 350: 34.80
 UNIT 351: 34.80
 UNIT 352: 34.80

**THIRD FLOOR PLAN
 (SOUTH WING)**
 CYPRESS CHASE
 CONDOMINIUM NUMBER 8
 By TEKTON CORPORATION

Architect: Ewing Cole, AIA
 Dallas, Texas
 Date: 1-1-73
 Scale: 1/4" = 1'-0"

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

OFF. REC. 7173 PAGE 92



NOTES
 These plans and elevations are prepared from plans and data supplied by
 the Architect, A. J. PROCHER, "Cypress Chase Condominium", 1201 North
 17th Street, Fort Lauderdale, Florida 33304. The Architect is not
 responsible for the accuracy of the data supplied by the Architect.
 Under the terms of the contract, the Architect is not responsible for
 the accuracy of the data supplied by the Architect.

AREA AND VOLUME INFORMATION OF THE UNITS
 The units are measured in accordance with the following table:
 Area of unit 429 3,117
 Area of unit 430 3,117
 Area of unit 431 3,117
 Area of unit 432 3,117
 Area of unit 433 3,117
 Area of unit 434 3,117

**FOURTH FLOOR PLAN
 (NORTH WING)**
 CYPRESS CHASE
 CONDOMINIUM NUMBER 8
 BY TEKTON CORPORATION

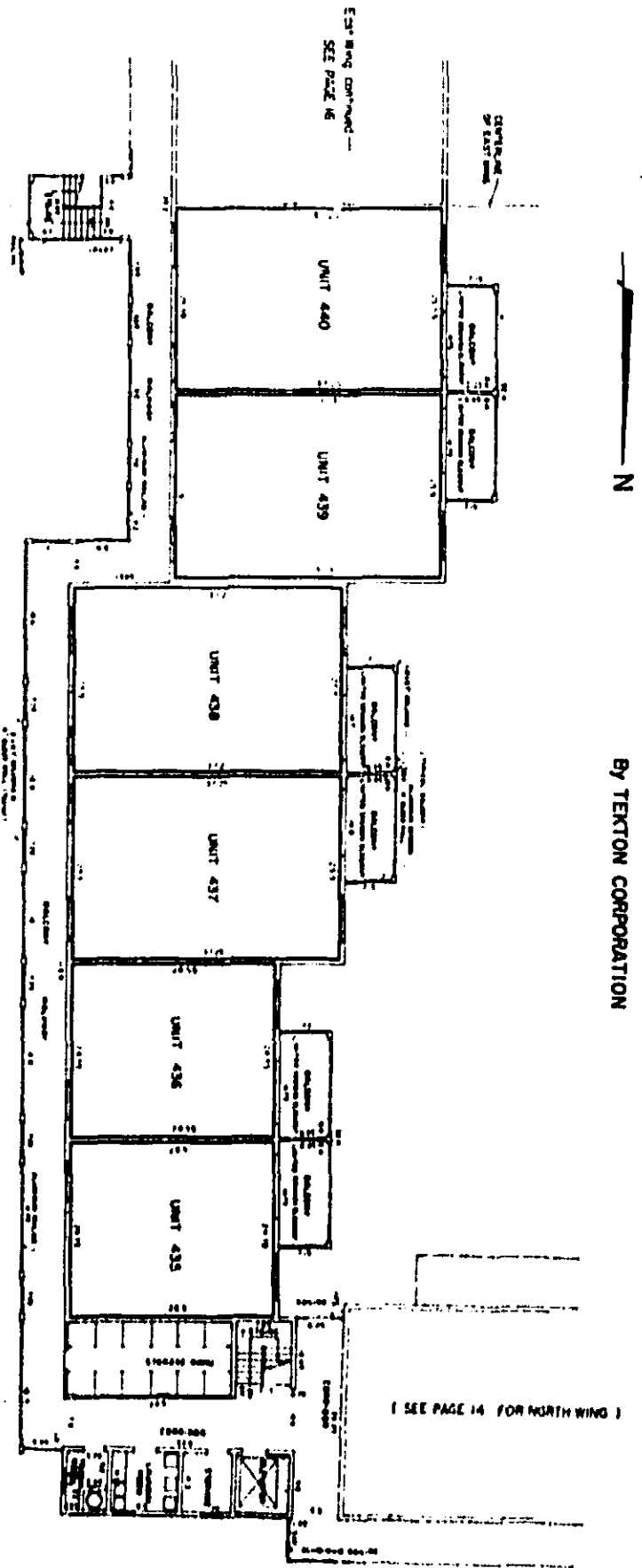
Scale: 1/8" = 1'-0"
 Date: 8-18-77
 Drawn by: J. B. [unclear]
 Checked by: J. B. [unclear]

EXHIBIT "F"

PAGE 15

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

OFF REC. 7173 PAGE 93



NOTES:
These plans and conditions are prepared from plans and data supplied by
Cypress Chase, A.L.S. Inc. (Cypress Chase, Inc. 4027 F. Road, Suite 100, P.O. Box
443, Dallas, TX 75241)
Cypress Chase is not responsible for the accuracy of the data supplied by Cypress Chase
or any other source. The user of these plans and conditions is advised to verify the
accuracy of the data and to consult with the architect and engineer before
relying on the data.

UNITS AND UNIT'S BOUNDARIES OF THE UNITS
The floor plan contains survey data (2011) which shows
the following dimensions:
200' 0" x 43' 27"
200' 0" x 43' 27"
200' 0" x 43' 27"
200' 0" x 43' 27"

FOURTH FLOOR PLAN
(EAST WING)

CYPRESS CHASE
CONDOMINIUM NUMBER 8
By TEXTON CORPORATION

ILLUSTRATION DEVELOPED BY
ARCHITECTURAL RECORDS, INC.
1000 GULF DRIVE, SUITE 100
HOUSTON, TEXAS 77058
DATE: 11-17-11
SCALE: AS SHOWN

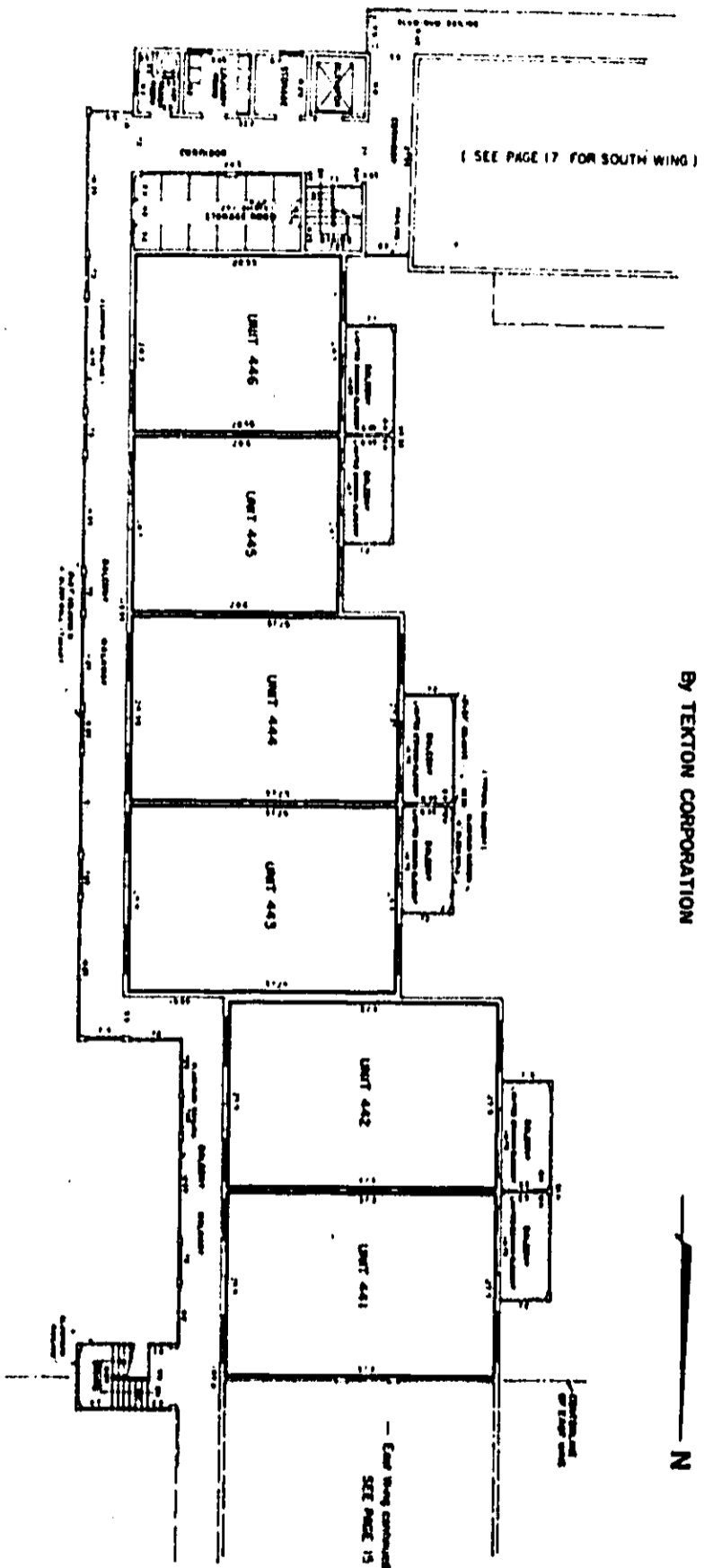
EXHIBIT "F"

PAGE 16

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"

By TEKTON CORPORATION

OFF REC. 7173 PAGE 94



NOTES
 These plans and specifications are prepared from plans and data supplied by
 Civil Service, A.I.B. Architects, Dallas, Tex. 75217 and incorporated by reference
 into the Declaration of Condominium. Dimensions shown on these plans are
 shown in feet and inches and shall govern over any other dimensions shown on
 other plans. The dimensions shown on these plans are shown in feet and inches
 and shall govern over any other dimensions shown on other plans.

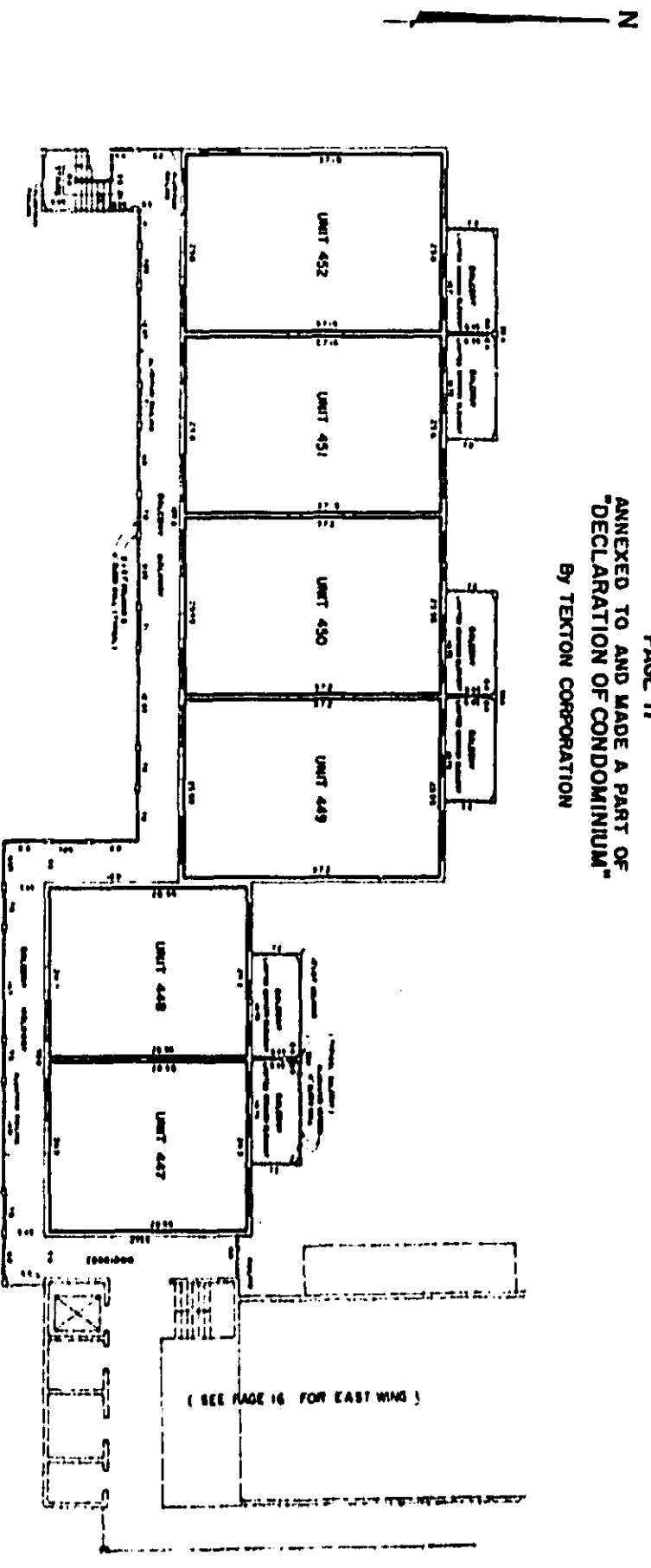
SCALE AND LEGEND
 The units shown on these plans are shown in feet and inches and shall govern over any other dimensions shown on other plans.
 1/8" = 1'-0"
 1/4" = 2'-0"
 1/2" = 4'-0"
 3/4" = 6'-0"
 1" = 8'-0"

**FOURTH FLOOR PLAN
 (EAST WING)
 CYPRESS CHASE
 CONDOMINIUM NUMBER 8
 By TEKTON CORPORATION**

TEKTON CORPORATION
 12000 WEST LOOP SOUTH, SUITE 1200
 HOUSTON, TEXAS 77040

DATE: 11-17-77
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN

EXHIBIT "F"
 PAGE 17
 ANNEXED TO AND MADE A PART OF
 "DECLARATION OF CONDOMINIUM"
 BY TECTON CORPORATION



NOTES
 These plans and conditions are prepared from plans and data supplied by
 Tecton Corporation, 111 S. Jackson, Chicago, Ill. 60604, and are subject to the
 laws and ordinances of the City of Chicago and the State of Illinois. The
 Engineer is not responsible for the accuracy of the data or for the
 compliance of the same with the laws and ordinances of the City of Chicago
 and the State of Illinois.

UNIT 4 AND UNIT 5, RESIDUAL OF THE UNIT 3
 The South Wing contains twenty-four (24) units having
 the following dimensions:
 Upper level of area 43.27
 Lower level of area 39.17

**FOURTH FLOOR PLAN
 (SOUTH WING)
 CYPRESS CHASE
 CONDOMINIUM NUMBER 8
 BY TECTON CORPORATION**

SCALE: AS SHOWN
 DATE: 8-18-72
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

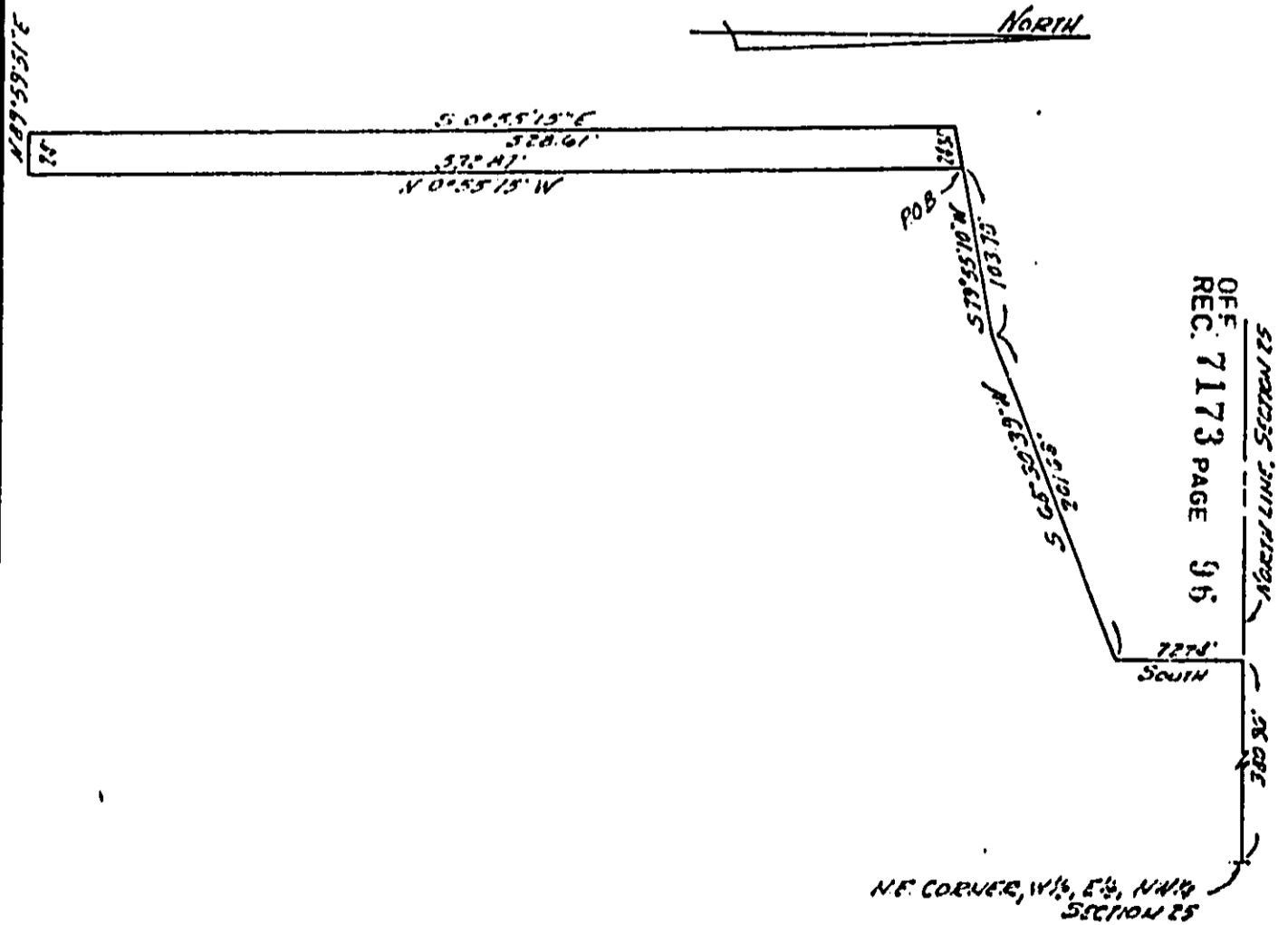
EXHIBIT "G"
to DECLARATION OF CONDOMINIUM for
CYPRESS CHASE CONDOMINIUM NO. 8

Description of Non-Exclusive
Ingress and Egress Easement

A portion 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 Northeast corner of the West one-half (W $\frac{1}{2}$) of the East one-half (E $\frac{1}{2}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of said Section 25; thence due West along the North line of said Section 25 a distance of 380.96 feet; thence due South a distance of 72.74 feet; thence South 68° 30' 39" West a distance of 201.68 feet; thence South 79° 55' 10" West a distance of 103.70 feet to the Point of Beginning. Thence continuing South 79° 55' 10" West a distance of 24.31 feet; thence South 0° 55' 15" East a distance of 528.61 feet; thence North 89° 59' 51" East a distance of 24 feet; thence North 0° 55' 15" West a distance of 532.87 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Lauderdale Lakes, Broward County, Florida.

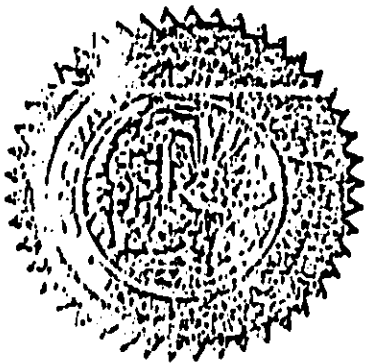


STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of
Certificate of Amendment to Certificate of Incorporation of
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida
corporation, amending ARTICLES OF INCORPORATION, filed on
the 30th day of August, 1976, as shown by the records of
this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
1st day of September,
19 76


SECRETARY OF STATE

OFF. 7173 PAGE 37
REC. 7173 PAGE 37

EXHIBIT "H" to Declaration of Condominium

AMENDMENT TO CERTIFICATE OF INCORPORATION

o f

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.,

a corporation not for profit organized
and existing under the laws of Florida

I, JOHN TRUSLER, Secretary of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida corporation not for profit, do hereby certify that, at a joint meeting of the Board of Directors of said Cypress Chase Condominium Association "D", Inc. and all of the unit owners thereof, constituting all of the membership of said Association, the following resolutions were proposed, seconded and unanimously adopted, to wit:

BE IT RESOLVED that

WHEREAS, the Articles of Incorporation of Cypress Chase Condominium Association "D", Inc., a Florida corporation not for profit, were filed in the office of the Secretary of State of Florida on December 7, 1973; and

WHEREAS, the Secretary of State of Florida did, on December 7, 1973, issue a Certificate of Incorporation to Cypress Chase Condominium Association "D", Inc.; and

WHEREAS, the said Cypress Chase Condominium Association "D", Inc. was formed for the purpose of acting as the administrator and governing body for Cypress Chase Condominium No. 7 and for Cypress Chase Condominium No. 8 (if the latter is formed), pursuant to the Condominium Law of the State of Florida then in effect; and

WHEREAS, the Condominium Law of the State of Florida has been changed, modified and amended on several occasions by the Legislature of the State of Florida since December 7, 1973; and

WHEREAS, the Board of Directors and the unit owners of Cypress Chase Condominium No. 7, constituting the full and entire membership of Cypress Chase Condominium Association "D", Inc., are desirous of amending the Articles of Incorporation of said corporation so as to conform said Articles of Incorporation to the present Condominium Law of the State of Florida;

NOW, THEREFORE,

BE IT RESOLVED that the entire Articles of Incorporation of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida corporation not for profit, are hereby amended to read in their entirety as hereinafter set forth, to wit:

OFF. REC. 7173 PAGE 38

ARTICLES OF INCORPORATION

of

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

(hereinafter referred to as the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of all condominiums established or to be established, in accordance with the Condominium Act of the State of Florida and pursuant to the Over-all Plan set forth or to be set forth in various Declarations of Condominium, upon and within that certain real property situate, lying and being in Broward County, Florida, more particularly described on Exhibit "A", attached hereto and made a part hereof; to undertake the performance of the acts and duties incident to the administration of the operation and management of each and every said condominium when, as and if same are declared in accordance with law, in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declarations of Condominium which will be recorded in the Public Records of Broward County, Florida, at the times portions of said property, and the improvements now or hereafter situate thereon, are submitted to plans of condominium ownership by the recording of an appropriate Declaration or Declarations of Condominium; to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominiums; and further to foster a fine residential community throughout the various areas of the development commonly known as CYPRESS CHASE CONDOMINIUMS.

III.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered (Chapter 617, Fla. Stats., 1971, as amended) and pursuant to the Condominium Act of the State of Florida (Chapter 711, Fla. Stats., 1963, as amended).

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including but not being limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of condominium units, common elements and limited common elements in said condominiums, as said terms may be defined in said Declarations of Condominium to be recorded.

(b) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

(c) To levy and collect assessments against members of the Association to defray the common expenses of the condominiums as may be provided in said Declarations of Condominium and in the Bylaws of this Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including condominium units in said condominiums.

(d) To maintain, repair, replace, operate and manage the condominiums and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of condominium property.

(e) To contract for the management of the condominiums and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declarations of Condominium to have approval of the board of directors or the membership of the Association.

(f) To enforce the provisions of said Declarations of Condominium, these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted and the Rules and Regulations governing the use of said condominiums, as same may be hereafter established.

(g) To approve or disapprove the transfer, conveyance, leasing and ownership of condominium units, as may be provided by Declarations of Condominium and the Bylaws.

(h) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declarations of Condominium aforesaid.

(i) To purchase units in the condominiums and to acquire and hold, lease, mortgage and convey the same.

(j) To enter into such contracts with other persons, firms or corporations as may be reasonably required for the management and operation of the condominiums, and to sue and be sued in its own name.

(k) To enter into leases of every type and nature in order to provide facilities and services to the unit owners of such condominiums, including, without limitation, a lease or leases to provide recreation facilities for such condominiums whereby the Association may lease property other than that described on Exhibit "A" hereto for said purposes.

OFF. REC. 7173 PAGE 100

IV.

The qualification of members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The owners of all condominium units in all condominiums presently dedicated or hereafter to be dedicated as such by Teklon Corporation, a Delaware corporation (hereinafter referred to as the "Developer"), within or upon all or any portion of the property described on Exhibit "A" hereto, shall be members of the Association; and no other persons or entities shall be entitled to membership except as provided in item 5 of this Article IV. Each owner of a condominium unit shall automatically become a member of the Association upon acceptance of a deed of conveyance to his condominium unit.

2. Membership shall be established by the acquisition of fee title to a condominium unit, whether by conveyance, judicial decree or otherwise, provided that such acquisition shall be approved in accordance with and conform to the provisions of these Articles, the applicable Declarations of Condominium and the Bylaws. Membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any condominium unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more condominium units or who may own a fee ownership interest in a single condominium unit and who thereafter conveys a portion of his fee ownership, so long as such party retains title to or a fee ownership interest in any condominium unit.

3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his condominium unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declarations of Condominium and in the Bylaws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote cast for each condominium unit, which vote may be exercised or cast by the owner or owners of each condominium unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any member own more than one condominium unit, such member shall be entitled to exercise or cast as many votes as he owns condominium units, in the manner provided in said Bylaws. It is the intention of the subscribers hereto that there shall be one vote for each condominium unit; and, if there are more than one owner of any given condominium unit, then such single vote shall be cast in accordance with the provisions made therefor in the Bylaws.

5. Until such time as a portion of the property described on Exhibit "A" hereto and the improvements constructed thereon shall be submitted to a plan of condominium ownership by the recording of a Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

OFF. REC. 7173 PAGE 101

VI.

The principal office of the Association shall be located at 2600 Northwest 49th Avenue, Lauderdale Lakes, Broward County, Florida, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the board of directors; furthermore, the board of directors may from time to time relocate the aforesaid principal office.

VII.

1. The board of directors shall consist of the number of directors determined in accordance with the Bylaws, but not less than three directors. In accordance with the provisions of the Over-all Plan referred to or to be referred to in the Declaration or Declarations of Condominium recorded or to be recorded among the Public Records of Broward County, Florida, it is the intention of the Developer to develop the property described on Exhibit "A" hereto with two condominiums, both of which are to be governed and managed by this Association and all condominium unit owners in which are to become members of this Association. Accordingly, each individual condominium dedicated or to be dedicated by the Developer within the aforesaid property, if, as and when same is dedicated, shall be entitled to elect three representatives to the board of directors of the Association, in such manner as may be provided in the Bylaws; provided, however, that, until the Developer shall have relinquished control of this Association as hereinafter provided, the board of directors shall consist of three persons all of whom shall be designated by the said Developer.

2. The directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

3. The first election of directors shall not be held until after the Developer has relinquished control of the Association, which shall take place when it has closed the sales of all of the condominium units in both condominiums dedicated or to be dedicated as such within the property described on Exhibit "A" hereto, or until the Developer voluntarily elects in writing to terminate its control of the Association by recording a notice of such election among the Public Records of Broward County, Florida, whichever shall first occur (either of which events being herein referred to as "relinquishment of control"). The directors herein named shall serve until the first election of directors; provided, however, that, when unit owners other than the Developer own 15% or more of the 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.

OFF. 7173
REC. 7173
PAGE 102

Within 60 days after unit owners other than the Developer are entitled to elect a member or members of the board of directors, the Association shall call and give not less than 30 days' nor more than 40 days' notice of a meeting of 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.

In the event of a vacancy, the remaining directors shall fill such vacancy or vacancies, consistent with the provisions hereof.

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

<u>Name</u>	<u>Address</u>
VERNON SHERMAN	2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313
JOHN TRUSLER	2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313
ROBERT GOLDMAN	2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313

VIII.

The affairs of the Association shall be managed by the directors and the officers in accordance with the Bylaws. The officers shall be appointed from time to time by the board of directors. After the Developer shall have relinquished control of the Association, the appointment of officers shall take place at the first meeting of the board of directors following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are appointed by the board of directors are as follows:

President	VERNON SHERMAN 2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313
Vice President	ROBERT GOLDMAN 2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313
Secretary and Treasurer	JOHN TRUSLER 2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313

IX.

The first Bylaws of the Association shall be adopted by the subscribers to these Articles of Incorporation, who shall constitute the first board of directors, and may be altered, amended or rescinded by the directors or the members of the Association in the manner provided by the Bylaws.

X.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer

OFF. REC. 7173 PAGE 103

is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the board of directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

XI.

An amendment or amendments to these Articles of Incorporation may be proposed by the board of directors of the Association acting upon a vote of the majority of the directors, or by the members of the Association owning a majority of the condominium units in the condominiums administered hereby, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the board of directors or the members, 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 for a date not sooner than 20 days nor later than 60 days from the receipt by him of the proposed amendment or amendments; and it shall be the duty of the secretary to give each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than 10 nor more than 30 days before the date set for such 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 member may, by written waiver of notice signed by such member, 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 member.

At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than 75% of the condominium units in the condominiums administered hereby in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register them in the office of the Secretary of State of the State of Florida; and, upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Broward County, Florida, within 10 days from the date on which they are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member 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.

Notwithstanding the foregoing provisions of this Article XI, until the Developer shall have relinquished control of the Association as hereinabove provided, no amendment to these Articles of Incorporation shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns.

XII.

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

<u>Name</u>	<u>Address</u>
VERNON SHERMAN	2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313
JOHN TRUSLER	2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313
ROBERT GOLDMAN	2600 Northwest 49th Avenue Lauderdale Lakes, Florida, 33313

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals, this day of , 197 , at County, Florida.

VERNON SHERMAN

JOHN TRUSLER

ROBERT GOLDMAN

STATE OF FLORIDA)
 : ss. :
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared VERNON SHERMAN, JOHN TRUSLER and ROBERT GOLDMAN, who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this day of , 197 .

Notary Public
State of Florida at Large

My commission expires

OFF. REC. 7173 PAGE 165

EXHIBIT "A"
to ARTICLES OF INCORPORATION of
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

Parcel 1: Legal Description of Cypress Chase Condominium No. 7 Property

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.

OFF. REC. 7173 PAGE 106

Parcel 2: Legal Description of Cypress Chase Condominium No. 8 Property

A portion of the East one-half (E½) of the Southwest one-quarter (SW¼) of the Northwest one-quarter (NW¼) of Section 25, Township 49 South, Range 41 East, were fully described as follows:

Commencing at the Northwest corner of the said East one-half (E½) of the Southwest one-quarter (SW¼) of the Northwest one-quarter (NW¼) of Section 25; thence South 0° 55' 15" East along the West line of the said East one-half (E½) of the Southwest one-quarter (SW¼) of the Northwest one-quarter (NW¼) of Section 25, a distance of 314.144 feet; thence North 89° 59' 51" East a distance of 382.356 feet to the Point of Beginning. Thence continuing North 89° 59' 51" East a distance of 277.770 feet to a point on the East line of the said East one-half (E½) of the Southwest one-quarter (SW¼) of the Northwest one-quarter (NW¼) of Section 25; thence South 0° 55' 15" East along the said East line a distance of 517.096 feet; thence South 89° 59' 51" West a distance of 282.606 feet; thence North 0° 00' 09" West a distance of 173.667 feet; thence North 89° 59' 51" East a distance of 131.136 feet; thence North 0° 55' 15" West a distance of 212.223 feet; thence South 89° 59' 51" West a distance of 131.136 feet; thence North 0° 00' 09" West a distance of 131.167 feet to the Point of Beginning. Said lands situate, lying and being in Brevard County, Florida, and containing 7.6849 acres more or less.

OFF. REC. 7173 PAGE 107

I FURTHER CERTIFY that the above resolutions have never been countermanded, rescinded, revoked or amended and, as above stated, remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and affixed the seal of the corporation, this 23 day of August, 1976.

[CORPORATE SEAL]

John Trusler [SEAL]
JOHN TRUSLER, Secretary

STATE OF FLORIDA)
 : ss.:
COUNTY OF BROWARD)

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN TRUSLER, Secretary of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida corporation not for profit, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged before me that he executed the same for the purposes therein expressed.

Betty M. Bryant
Notary Public
State of Florida at Large

My commission expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 2, 1977
Bonded By American Bankers Insurance Co.

BYLAWS

of

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

(A Corporation Not For Profit
Under the Laws of the
State of Florida)

I.

IDENTITY

1. These are the Bylaws of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a corporation not for profit under the laws of the State of Florida, hereinafter called the "Association". The Association has been organized for the purpose of administering the operation and management of all condominiums established or to be established, in accordance with the Condominium Act of the State of Florida and pursuant to the Over-all Plan set forth in the various Declarations of Condominium, upon and within that certain real property situate, lying and being in Broward County, Florida, more particularly described on Exhibit "A", attached hereto and made a part hereof.

2. The office of the Association shall be at 2600 Northwest 49th Avenue, Lauderdale Lakes, Broward County, Florida, or at such other place as the board of directors may determine from time to time.

3. The fiscal year of the Association shall be the calendar year.

4. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation, an impression of which seal is as follows:

II.

MEMBERSHIP, VOTING, QUORUM, PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

2. A quorum at meetings of members shall consist of persons present, in person or by proxy, entitled to cast a majority of the votes of the entire membership.

3. The vote of the owners of a condominium unit owned by more than one person, or by a corporation or other entity, shall be cast by the person named in a certificate signed by all of the owners of the condominium unit and filed with the secretary of the Association; and such certificate shall

EXHIBIT "I" to Declaration of Condominium

OFF. REC. 7173 page 1 of 9

be valid until revoked by subsequent certificate. If such certificate has not been filed by all of the owners of any given condominium unit (if there be more than one owner), then the vote for such condominium unit shall be cast as follows:

(a) If the title to such condominium unit is in two or more natural persons, then the vote shall be divided equally among all natural persons holding title thereto, unless there is recorded in the Public Records of Broward County, Florida, an instrument setting forth the percentage by which each such natural person owns an interest in the unit, in which event the vote shall be apportioned in accordance with such percentages.

(b) If the title to such condominium unit is in the name of a corporation, then the vote shall be cast by such person as is designated by the board of directors of such corporation for such purpose, which designation shall be evidenced by a resolution of the board of directors, certified in writing to have been adopted and not to have been revoked by the secretary of the corporation.

4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meeting. No one person shall be designated to hold more than five proxies.

5. Approval or disapproval by the owner of a condominium unit on any matters--whether or not the subject of an Association meeting--shall be by the same person or persons designated to vote in paragraph 3 of this Article II.

6. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws and the various Declarations of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the condominium units represented at any duly called meeting of members at which a quorum is present shall be binding upon the members.

III.

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The first meeting of the membership (which will be a special meeting, unless the date thereof as hereinbelow provided coincides with the date of the annual meeting, also provided hereinbelow) will be held when Tekton Corporation, a Delaware corporation (hereinafter referred to as the "Developer"), relinquishes its control of the Association, as provided in the Articles of Incorporation of the Association. Thereafter, the annual meeting of members shall be held at the office of the Association at 7:30 o'clock p.m. Eastern Standard Time on the first Monday in February next succeeding, and annually thereafter on the same date, for the purpose of electing directors and transacting any other business duly authorized to be transacted by the members.

2. Special meetings of members shall be held whenever called by the president or vice president or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members of the Association owning not less than one-third of the condominium units.

OFF. REC. 7173 PAGE 110

3. Notice of all meetings of members, regular or special, shall be given by the president, the vice president or the secretary of the Association, or by another officer of the Association in the absence of said officers, to each member, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than 14 days nor more than 60 days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. 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. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice need not be given by certified mail. Notice of all meetings of the membership, whether regular or special, shall be posted in a conspicuous place on the condominium property. Any member may, by written waiver of notice signed by such member, waive such notice; and such waiver, when filed in the records of the Association, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

4. At meetings of membership, the president shall preside or, in his absence, the vice president shall preside or, in the absence of both, the membership shall select a chairman.

5. The order of business at annual members' meetings and, as far as practical, at any other meetings of members, shall be as follows:

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

6. Notwithstanding anything herein contained, until (i) the Developer has closed the sales of all of the condominium units of all condominiums to be established by the Developer within or upon the property described on Exhibit "A" attached to the Declaration of Condominium for Cypress Chase Condominium No. 7 or until (ii) the Developer voluntarily elects in writing to terminate its control of the Association by recording a notice of such election among the Public Records of Broward County, Florida, 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 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

OFF. 7173
REC. 7173
PAGE 111

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.

In the event of a vacancy, the remaining directors shall fill such vacancy or vacancies, consistent with the provisions hereof.

IV.

DIRECTORS

1. The affairs of the Association shall be managed by a board of not less than three nor more than 15 directors, the exact number to be determined by the membership from time to time. Until relinquishment of control by the Developer has occurred, the board shall consist of three members. The board of directors of the Association may also be known as the board of administration; and wherever in these Bylaws the words "board" or "board of directors" are utilized the same shall be deemed to mean the "board of administration", and wherever in these Bylaws the words "board of administration" are utilized the same shall be deemed to mean the "board of directors".

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

(a) Election of directors shall be held at the first membership meeting after relinquishment of control by the Developer and at the annual meetings of members thereafter.

(b) A nominating committee of five members shall be appointed by the board of directors not less than 30 days prior to the annual meeting of members. The committee shall nominate not more than 15 candidates. Other nominations may be made from the floor. Nominations shall be made in such manner as to provide that each of the separate condominiums whose affairs are to be managed by the Association shall have an equal number of persons nominated to be directors.

(c) The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are directors to be elected; provided, however, that there shall be no cumulative voting and each member may not cast more than one vote for any person nominated as a director; and provided, further, that the vote shall be cast in such manner that the members of the Association owning condominium units in each of the two condominiums to be managed by the Association shall vote only for those directors who own condominium units within the same single condominium, to the end that each of the two condominiums managed or to be managed by the Association shall have equal representation on the board of directors, and each of said directors

OFF. 7173 PAGE 112
REC. 7173 PAGE 112

shall have been elected by members of the Association who own condominium units within the same individual condominium as the respective directors so elected.

(d) Vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors, except as to vacancies provided by removal of directors by members, provided that such vacancies shall be filled by selecting a member of the Association who owns a condominium unit within the same single condominium as the person whose vacancy is to be filled.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting, provided, however, that such vacancy shall be filled by the election of a member who owns a condominium unit within the same condominium as the director so removed.

(f) Notwithstanding anything herein contained, the make-up of the board of directors shall be consistent with the provisions of Article XXXVI of the Declaration of Condominium for Cypress Chase Condominium No. 7 and of Article XXXVI of the Declaration of Condominium for Cypress Chase Condominium No. 8, if the latter condominium is created by the Developer.

3. The organization meeting of a newly elected board of directors shall be held within 10 days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

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

5. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of a majority of the directors. Not less than three days' notice of the meeting shall be given to each director in writing, personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting.

6. Meetings of the board of directors shall be open to all unit owners and notices of such meetings shall be posted conspicuously 48 hours in advance of such meetings for the attention of unit owners, except where an emergency exists, in which event such notice need not be given.

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

8. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the various Declarations of Condominium, the Articles of Incorporation or these Bylaws.

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

10. The presiding officer of meetings of directors shall be the president and, if he is absent, the vice president shall preside. In the absence of such presiding officer, the directors present shall designate one of their number to preside at any such meeting.

11. The order of business at meetings of directors shall be as follows:

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

12. All of the powers and duties of the Association existing under the Condominium Act, the Declarations of Condominium, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, representatives appointed by the board and its agents, contractors or employees, subject to approval by the members only when such approval is specifically required by appropriate documents, subject always to the power of the board of directors to delegate its duties and functions to a management agent or firm, as provided in the Articles of Incorporation.

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

14. The undertakings and contracts authorized by the Initial Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first board of directors duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that members of the Initial Board may be directors or officers of, or otherwise associated with, the Developer, the managing agent or firm or other entities doing business with the Association.

V.

OFFICERS

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

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

OFF. 7173 PAGE 114

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

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

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

6. The compensation of all officers, if any, and the compensation of all employees of the Association shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director as an employee of the Association; neither shall it preclude contracting with a director, or a person, firm or entity with which a director is associated, for the management of the condominiums.

VI.

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declarations of Condominium and the Articles of Incorporation shall be supplemented by the following provisions:

1. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each condominium unit. Such account shall designate the name and address of the owner or owners; the amount of each assessment against the owners; the dates and amounts in which assessments come due; the amounts paid upon the account; and the balance due upon assessments.

2. The board of directors shall adopt a budget and assessment notice for each calendar year, which shall contain the following items:

(a) Common expense estimate, consisting of the estimate of the board of directors of all of the common expenses expected to be incurred by the Association for the calendar year, including but not being limited to all maintenance expenses, payroll expenses, insurance expenses, a reserve for replacement, an emergency operating reserve, utility costs, overhead and administration costs and management fees under the management agreement, depreciation and any and all other expenses which, in the judgment of the board of directors, may be incurred during the calendar year for which the budget is being prepared.

OFF. 7173 PAGE 117

(b) Estimate of the cost of betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be a part of the common elements, to be expended during the calendar year for which the budget is being prepared.

(c) Estimate of common income to be derived from all sources other than assessments.

(d) The proposed assessments to be levied against each member and each condominium unit to cover the difference remaining after determining the proposed expenditures (paragraphs (a) and (b) above) and deducting therefrom the common income (paragraph (c) above).

3. A copy of the proposed annual budget of common expenses shall be mailed to each of the unit owners not less than 30 days prior to the meeting of the board of directors at which the budget will be considered, together with a notice of such meeting, which meeting shall be open to the unit owners. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and the assessments levied pursuant thereto; and nothing herein contained shall be construed as restricting the right of the board of directors at any time, in its sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

4. If a budget is adopted by the board of directors which requires assessments against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, then, upon written application of not less than 10% of the unit owners, a special meeting of the unit owners shall be held, upon not less than 10 days' written notice to each unit owner but within 30 days of the delivery of such application to the board of directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget or recall any and all members of the board of directors and elect their successors. In either event, the revision of the budget or the recall of any or all members of the board of directors shall require a vote of not less than two-thirds of the whole number of votes of all unit owners. The board of directors may, in any event, propose a budget to the unit owners at a meeting of the members or by writing and, if such budget or proposed budget be approved by the unit owners at such meeting or by a majority of their whole number by a writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth, nor shall the board of directors be recalled under the terms of this paragraph. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the board of directors in respect of repair or replacement of condominium property or in respect of anticipated expenses by the condominium Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for reserves for betterments to the condominium property and assessments for betterments to be imposed by the board of directors (it being the intention hereof that establishment of reserves for betterments and assessments for betterments are authorized); provided, however, that, so long as the Developer shall be in control of the board of directors, the board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without the approval of a majority of the unit owners.

OFF. REC. 7173 PAGE 115

5. The board of directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof, provided, however, that no installment shall be payable less than 20 days from the giving of such notification. The unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than 10 days after delivery thereof to the condominium unit owner or not less than 20 days after the mailing of such notice to him, whichever shall first occur. Assessments shall be made against unit owners not less frequently than quarterly in amounts not less than are required to provide funds in advance for the payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

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

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

8. Fidelity bonds shall be required by the board of directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

9. The Association shall at all times maintain accounting records according to good accounting practices, which shall be open to inspection by all condominium unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to all condominium unit owners. Such records shall always include (a) a record of all receipts and expenditures and (b) an account for each condominium unit, which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

VII.

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the statutes of the State of Florida.

VIII.

AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Amendments to these Bylaws may be proposed by the board of directors of the Association or upon vote of the majority of the owners of the condominium units, whether meeting as members or by instrument in writing signed by them.

2. Upon any amendment or amendments to these Bylaws being proposed by the board of directors or the members, 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 joint meeting of the members of the board of directors of the Association and the membership, for a date not sooner than 20 days nor later than 60 days from receipt by such officer of the proposed amendment or amendments; and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, in the same form and in the same manner as notice of the call of a special meeting of the members is required, as herein set forth.

3. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the entire membership of the board of directors and by an affirmative vote of the members owning not less than two-thirds of the condominium units in both condominiums subject to the Association. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the president and the secretary of the Association and a copy thereof recorded in the Public Records of Broward County, Florida, within 10 days from the date on which any amendment or amendments have been affirmatively approved by the directors and the members.

4. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized, if such member 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.

5. Notwithstanding the foregoing provisions of this Article VIII, no amendment to these Bylaws may be adopted or become effective prior to relinquishment of control of the Association by the Developer, without the prior written consent of the Developer.

IX.

MISCELLANEOUS

1. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

2. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

The foregoing were adopted as the Bylaws of Cypress Chase Condominium Association "D", Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on

197 .

APPROVED:

Secretary

President

EXHIBIT "A"
to BYLAWS of
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

Parcel 1: Legal Description of Cypress Chase Condominium No. 7 Property

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.

OFF. REC. 7173 PAGE 119

Parcel 2: Legal Description of Cypress Chase Condominium No. 8 Property

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 ($NW\frac{1}{4}$) of Section 25, a distance of 314.144 feet; thence North $89^{\circ} 59' 51''$ East a distance of 382.356 feet to the Point of Beginning. Thence continuing North $89^{\circ} 59' 51''$ East a distance of 277.720 feet to a point on the East 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 ($NW\frac{1}{4}$) of Section 25; thence South $0^{\circ} 55' 15''$ East along the said East line a distance of 517.096 feet; thence South $89^{\circ} 59' 51''$ West a distance of 282.606 feet; thence North $0^{\circ} 00' 09''$ West a distance of 173.667 feet; thence North $89^{\circ} 59' 51''$ East a distance of 131.136 feet; thence North $0^{\circ} 55' 15''$ West a distance of 212.223 feet; thence South $89^{\circ} 59' 51''$ West a distance of 131.136 feet; thence North $0^{\circ} 00' 09''$ West a distance of 131.167 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida, and containing 2.6849 acres more or less.

OFF. REC. 7173 PAGE 120

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

RULES AND REGULATIONS

1. The greens and walkways in front of the condominium units and the entranceways to the condominium units shall not be obstructed permanently or used for any purpose other than ingress to and egress from the condominium units.
2. The exterior of the condominium units and the balconies, terraces, storage areas and all other areas appurtenant to a condominium unit shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
3. No article shall be hung from the doors or windows or placed upon the outside window sills of the condominium units.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways, except in areas specifically designated by the board of directors.
5. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the condominium units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each owner shall keep his condominium unit clean and in a good state of repair. No owner or occupant shall sweep or throw, or permit to be swept or thrown, therefrom or from the doors or windows thereof, any dirt or other substance.
7. No shades, awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the buildings except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Association, acting through its initial board of directors, shall designate the color, type and specifications for all drapery liners to be used in all draperies which are exposed in any way to view from areas outside of any condominium unit, to the end that all of same shall be uniform in appearance.
8. Each condominium unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by (a) removing all furniture, plants and other objects from his balcony or terrace and (b) designating a responsible firm or individual satisfactory to the Association to care for his condominium unit, should the unit suffer hurricane damage. Such firm or individual shall contact the Association for permission to install or remove hurricane shutters.
9. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium units except as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium units without similar approval.
10. All garbage and refuse from condominium units shall be deposited with care in garbage containers which shall be kept in such locations as the Association shall direct. Garbage, trash and other refuse shall

be stored and disposed of in accordance with further rules and regulations to be promulgated by the Association, to the end that there shall be a uniform procedure for storage and collection of same, so that no unit owner's garbage or refuse shall be or become a nuisance or annoyance to any other owner.

11. Water-closets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown in the same. Any damage resulting from misuse of any water-closets or other apparatus shall be paid for by the owner in whose condominium unit it shall have been caused.

12. No owner shall request or cause any employee of the Association to perform any private business of the owner.

13. The Association may from time to time prescribe rules and regulations with respect to the maintenance of domestic household pets within the condominium and, in particular, with respect to the maintenance of household pets upon the common elements. By way of example, but not by way of limitation, the Association shall have the right to prescribe detailed rules and regulations with regard to the size of pets which may be maintained within the condominium units and with regard to the exclusion of pets from the common elements, or the manner in which pets may be brought upon the common elements. Each condominium unit owner who shall own or maintain a pet within the condominium property shall indemnify the Association and hold it harmless against any loss or liability or claim of any kind or character whatsoever arising out of or connected with the keeping of any animal or pet upon the condominium property, against animal attacks or bites or any other incidents in connection therewith of like character. No owner shall be permitted to keep a pet upon the condominium property which shall become obnoxious or which shall create a nuisance to any other condominium unit owner. No pet shall be kept in any condominium unit or anywhere upon the condominium property except as provided in Article XXXIII of the Declaration of Condominium.

14. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium units or the roofs thereon. The Developer has provided a master television system to which each unit is connected and no other television antennas shall be permitted. The cost of maintaining the master antenna system, which is declared to be a common element, shall be a common expense of the Association. No owner shall modify or add outlets to the television antenna system without prior written approval of the Association.

15. The agents of the Association and any contractor or workman authorized by the Association may enter any condominium unit, balcony or terrace at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of Condominium, Bylaws of the Association or management agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner.

16. The Association may retain a passkey to each condominium unit. No owner shall alter any lock or install a new lock on any door leading into the unit of such owner without the prior consent of the Association. If consent is given, the owner shall provide a key for the use of the Association.

17. All repairs, renovation and painting or other maintenance required or permitted to be done by the condominium unit owner shall be accomplished, done or performed only by personnel or firms approved by the Association.

18. No vehicle belonging to an owner or to a member of the family or to a guest, tenant or employee of an owner shall be parked in such manner as to

impede or prevent ready access to another owner's unit or limited common elements or other parking spaces. The owners, their employees, servants, agents, visitors and licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No unit owner shall store or park or leave boats, trailers, trucks or campers or any commercial vehicle on the condominium property. No vehicle which cannot operate on its own power shall remain within the condominium property for more than 24 hours, and no repair of vehicles shall be made within the condominium property. The Developer of the condominium shall make assignments of vehicle parking spaces to unit owners initially. Thereafter, assignments of parking spaces shall be made by the board of directors to unit owners in accordance with such rules and regulations and priorities as the board of directors shall adopt from time to time.

19. The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants approaching or upon any of the driveways or parking areas serving the condominium property.

20. No owner shall use or permit to be brought into the condominium units any inflammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

21. No owner shall be allowed to put his name on any entry of the condominium units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the Association for such purpose.

22. Any damage to buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the owner who has himself or whose guests or family have cause same.

23. Complaints regarding management of the condominium units and grounds or regarding actions of other owners shall be made in writing to the Association.

24. Any consent or approval given under these rules and regulations by the Association shall be revocable at any time.

25. The swimming pool and swimming pool area are solely for the use of the condominium residents and their invited guests. Those who swim in the pool and utilize the other recreation facilities shall do so at their own risk. The Association shall not be liable for any personal injury, loss of life or property damage in any way caused or arising from the use of the recreation facilities.

26. The use of the swimming pool, pool area and recreational facilities, permitted hours, guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and posted in the swimming pool area.

27. Adjacent to all condominium units on the first floor of the condominium building except units 134, 135, 146 and 147 are situated landscaped sitting areas, the exclusive use of which landscaped sitting areas is reserved for the owner of the units to which such sitting areas are adjacent. No person shall disturb said sitting areas or the landscaping plan, and the unit owners for whose use they are reserved may not place, keep or store any personal property of any type or nature whatsoever therein except for appropriate lawn furniture.

28. These rules and regulations may be modified, added to or repealed at any time by the Association, except that the board of directors may not modify, add to or repeal the provisions of paragraph 27 hereof, relating to private sitting areas adjacent to ground floor units, without the approval of 75% of the members of the Association.

EXHIBIT "K"
to DECLARATION OF CONDOMINIUM for
CYPRESS CHASE CONDOMINIUM NO. 8

Legal Description of Recreation Area

A portion of the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 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 1/2) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 25, thence South 0°55' 15" East along the West line of said East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 25 a distance of 314.144 feet; thence North 89°59'51" East a distance of 382.356 feet; thence South 0°00'09" East a distance of 131.167 feet to the Point of Beginning; thence North 89°59'51" East a distance of 131.136 feet; thence South 0°55'15" East a distance of 212.223 feet; thence South 89°59'51" West a distance of 312.697 feet; thence North 0°55'15" West a distance of 212.223 feet; thence North 89°59'51" East a distance of 181.561 feet to the Point of Beginning, said lands situate, lying and being in Broward County, Florida, and containing 1.5233 acres, more or less.

OFF. REC. 7173 PAGE 134

MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into this 19th day of August 1977, by and between CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"), and TOBIN MANAGEMENT, INCORPORATED, a Florida corporation (hereinafter referred to as the "Manager"),

WITNESSETH:

WHEREAS, there has been submitted to condominium ownership or there may hereafter be submitted to condominium ownership, in accordance with the Condominium Act of the State of Florida, certain property known as Cypress Chase Condominium No. 8; and

WHEREAS, under the provisions of the bylaws of the Association and the Declaration of Condominium for Cypress Chase Condominium No. 8, all of the unit owners in Cypress Chase Condominium No. 8 are members of the Association; and

WHEREAS, there has heretofore been submitted to condominium ownership by the Developer, in accordance with the Condominium Act of the State of Florida, certain property known as Cypress Chase Condominium No. 7; and

WHEREAS, the Association is the governing and managing body for both Cypress Chase Condominium No. 7 and Cypress Chase Condominium No. 8; and

WHEREAS, the Manager is presently employed by the Association to manage Cypress Chase Condominium No. 7 under a Management Agreement between the Association and Herbert A. Tobin & Associates, Inc., a Florida corporation, which Management Agreement has been assigned by the said Herbert A. Tobin & Associates, Inc. to Tobin Management, Incorporated; and

WHEREAS, it was provided in said Agreement that, in the event the Developer created Cypress Chase Condominium No. 8, the Manager would become the Manager of Cypress Chase Condominium No. 8 as well as Cypress Chase Condominium No. 7, upon the same terms and conditions as are set forth in the Management Agreement between the Association and the Manager with respect to Cypress Chase Condominium No. 7; and

WHEREAS, the Association desires to employ the Manager and the Manager desires to become employed by the Association to manage Cypress Chase Condominium No. 8, upon the terms hereinafter set forth;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Commencing with the day on which the Developer of said condominium conveys title to the first unit owner therein, the Association employs the Manager as its exclusive manager to manage the said condominium property (Cypress Chase Condominium No. 8), together with such adjacent area or areas as the Association may own, upon the terms hereinafter set forth. Such employment shall continue from the date of commencement and shall terminate at such time as the Management Agreement between the Manager and the Association with respect to Cypress Chase Condominium No. 7 shall terminate (being five years after the date on which the Developer of Cypress Chase Condominium No. 7 conveyed title to the first unit owner therein); provided, however, that such employment shall continue after said term until terminated by either party upon 90 days' written notice to the other party, subject, however, to the provisions of §718.302 of the Florida Statutes, as enacted by the regular 1976 session of the Florida Legislature.

OFF. REC. 7173 PAGE 135

EXHIBIT "L" to Declaration of Condominium

2. In the name of and on behalf of the Association, the Manager shall render services and perform duties as follows:

(a) Collect all monthly assessments and other charges due to the Association from its members. The Association hereby authorizes the Manager to request, demand, collect, receive and receipt for any and all assessments, charges or rents which may at any time be or become due to the Association and to take such action with respect thereto as the Association may authorize. The Manager shall furnish to the Association an itemized list of all delinquent accounts promptly following the 15th day of each month.

(b) Cause the building, appurtenances and grounds of said condominium property, together with the Recreation Area, to be maintained according to standards acceptable to the Association, including cleaning and such maintenance and repair work as may be necessary, subject to any limitations imposed by the Association in addition to those contained herein. The Manager shall not incur any expense for any single item of repair or replacement which exceeds the sum of \$500.00 unless specifically authorized by the Association, except, however, such emergency repair as may involve a danger to life or property or as may be immediately necessary for the preservation and safety of the property or the members and occupants or as may be required to avoid the suspension of any necessary service to the property.

(c) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the property by any governmental agency having jurisdiction over it, unless specifically instructed by the Association that it intends to contest such orders or requirements and that the Manager shall not comply with the same. The Manager shall promptly notify the Association of any such orders or requirements upon receipt of same.

(d) Enter into agreements on behalf of the Association for water, electricity, gas, telephone, vermin extermination and such other services as may be necessary or as the Association may determine advisable. The Manager shall purchase on behalf of the Association such materials and supplies as are necessary for the proper maintenance of the property. All such purchases and contracts shall be in the name of the Association.

(e) Supervise and, where authorized by the Association in writing, after competitive bidding, cause to be placed and kept in force all insurance necessary to protect the Association, including, but not being limited to, workmen's compensation insurance, public liability insurance, boiler insurance, fire and extended coverage insurance and burglary and theft insurance. The Manager shall promptly investigate and report to the Association with respect to all accidents and claims for damage relating to the ownership, operation and maintenance of the common elements of the property, including any damage or destruction thereto, and shall cooperate with and make such reports as are required by the insurance company in connection therewith.

(f) Prepare an annual operating budget in cooperation with the Association's accountants and submit same to the Association forty-five (45) days prior to the end of the Association's fiscal year.

(g) From the funds of the Association, cause to be paid regularly and punctually:

OFF. REC. 7173 PAGE 135

1. Insurance premiums on insurance carried by the Association.
2. All taxes required to be paid by the Association.
3. Utilities chargeable against the Association.
4. Building inspection fees, elevator fees, water rates and other governmental charges.
5. Manager's fees as hereinbelow set forth.
6. Such sums which become due and payable for expenses or other obligations incurred by the Manager on behalf of the Association.
7. Such other amounts or charges as may be authorized by the Association.

(h) In conjunction with such accounting personnel as may be employed by the Association, cause to be prepared for execution and filing by the Association all forms, reports and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security, withholding taxes and other similar taxes now in effect or hereafter imposed, and such other requirements as may relate to the operation of the property and the employment of personnel.

(i) Cause to be maintained a system of office records, books and accounts in accordance with acceptable accounting principles and practices, which records shall be subject to examination by the officers, directors and duly authorized agents of the Association. The Manager shall prepare or cause to be prepared, not later than forty-five (45) days after the end of each fiscal year, a statement of receipts and disbursements with respect to such fiscal year.

(j) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the property. Such personnel shall, in every instance, be independent contractors or in the employ of the Association and not of the Manager. Compensation for the services of such employees shall be considered an operating expense of the Association.

(k) The Manager shall endeavor to secure full compliance by the members or other occupants with the Bylaws of the Association and such rules and regulations as may be established by the Association from time to time.

(l) The terms, provisions and conditions of this Agreement shall be performed on behalf of the Association and all obligations or expenses shall be for the account and on behalf of and at the expense of the Association. The Manager shall not be obligated to make any advance to or for the account of the Association or to pay any sum except out of funds of the Association held or provided as aforesaid, nor shall the Manager be obliged to incur any liability or obligation on behalf of the Association unless the necessary funds for the discharge of same are provided.

3. In addition to such other duties and obligations which may be set forth herein, the duties and responsibilities of the Association shall be as follows:

(a) The Association shall indemnify and hold the Manager harmless of and from all expenses, court costs, attorneys' fees, penalties or damages of any kind whatsoever incurred in connection with

the management of the property, in connection with liability arising out of injuries sustained by any person in or about the property and in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the Manager by reason of the management of the property, except such as may be caused by the willful or grossly negligent conduct of the Manager, its agents and employees. The Association shall carry, at its expense, all necessary liability and compensation insurance adequate to protect the interests of the Association and the Manager, which policies shall be so written as to protect the Manager in the same manner and to the same extent as the Association. The Association shall furnish the Manager a certificate evidencing that the Manager is a named insured with respect to its liability and compensation insurance. Insurance shall be placed with a company on the United States Treasury Department approved list and acceptable to the Manager.

(b) During the term of this Agreement, the Association, pursuant to its By-laws, shall adopt an operating budget which shall provide a gross income to be collected from membership assessments in an aggregate amount sufficient to defray all ordinary operating expenses, including the Manager's fee, plus a monthly sum to be maintained as a reserve for repairs and replacements. For the purpose of this Agreement, ordinary operating expenses shall be those expenses which are normal, routine and recurring in nature and ordinary to the normal operation of a property of the type and nature of the property which is the subject hereof. Such term shall not include expenses which, by their nature, normally occur less frequently than annually or those expenses which, by the terms of this Agreement, are to be paid from the reserve for repairs and replacements, as hereinafter provided.

The Manager shall be entitled to the following fees for management services rendered to the Association:

- (1) \$3.00 per apartment unit per month, payable monthly by the Association in advance.
- (2) One-half of any fees, costs or charges rendered by the Association and actually collected by the Association for transfer of title of an individual apartment by lease or sale.

Subject to approval by the board of directors of the Association, the aggregate of the monthly assessments attributed to the repair and replacement reserve shall be utilized for exterior maintenance of the condominium property and capital improvements thereto and for painting, decorating, repairs, replacements and such other items of maintenance or operating expense as are not ordinary operating expenses as hereinabove defined. The repair and replacement reserve shall also be utilized by the Manager for payment of the Association's proportionate share of the repair, replacement, maintenance and capital improvement of recreational facilities.

OFFICE
REC. 7173
PAGE 153

4. The Manager shall procure for the use of the Association such ordinary and usual janitorial supplies as the Manager may deem necessary for the maintenance of the property, and such supplies shall be purchased in the name of the Association.

5. Termination for Cause: If there arises a dispute between the Association and the Manager and if, in the opinion of the aggrieved party, the offending party has committed a material breach of this Agreement, the aggrieved party may serve written notice upon the offending party, setting forth the details of the alleged breach. If the offending party does not, within 30 days after the mailing of such notice, by certified mail with return receipt requested, cure such breach or, if such breach is of a nature that it can not be cured within the 30-day period and the offending party has not, within the 30-day period, commenced and at all times thereafter continued diligently to proceed with the action required to cure such breach, this contract may thereupon be terminated by additional written notice given by certified mail with return receipt requested. The right to terminate hereinabove provided shall be in addition to any and all rights and remedies available to the aggrieved party in accordance with the laws of the State of Florida; and all of the provisions hereof shall be subject to the provisions of §718.302, Florida Statutes, as enacted by the 1976 regular session of the Florida Legislature.

6. Upon approval by the Association, which may not be unreasonably withheld, the Manager shall be permitted to place a sign on the premises to be managed hereunder with words to the effect that the premises are managed by the Manager.

7. Upon the request and with the approval of the board of directors of the Association, the Manager may cause to be installed upon the premises of the condominium property and the Recreation Area pay telephones and coin vending machines and coin-operated equipment. The profits which may be derived from the operation of such coin-operated equipment or vending machines, after the owner or operator thereof receives his or its percentage of the profits, shall be profits attributable to the Association and shall be allocated to the maintenance, repair, administration and upkeep of the condominium property and the Recreation Area. All such vending machines and equipment shall be installed upon the condominium property and the Recreation Area pursuant to the provisions of a written agreement with the owner thereof, which shall provide for the payment by the owner of said equipment to the Association of a share of the income derived therefrom equivalent to that payable by the owners of similar equipment in connection with the installation thereof upon other apartment buildings in the Broward County area.

8. In the event that any of the terms or provisions or covenants of this Management Agreement 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.

9. All notices desired or required to be sent pursuant to the provisions of this Agreement shall be delivered by United States certified mail, return receipt requested, addressed to the Association (to the attention of its President) at 2600 Northwest 49th Avenue, Lauderdale Lakes, Florida, 33313, and to the Manager at 1 Financial Plaza, Suite 1602, Fort Lauderdale, Florida, 33394, or at such other address as either party may direct from time to time in writing.

OFF. REC. 7173 PAGE 139

10. The Manager may not assign this Agreement without the written approval of the board of directors of the Association first had and obtained. In this connection, the sale of the controlling interest in the corporate stock of the Manager shall be deemed an assignment.

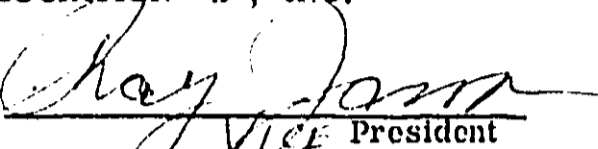
IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

CYPRESS CHASE CONDOMINIUM
ASSOCIATION "D", INC.

Attest:


Secretary

By:

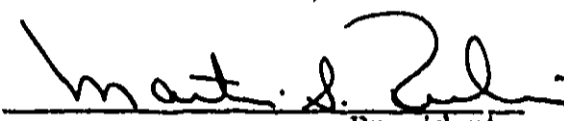

VICE President

TOBIN MANAGEMENT, INCORPORATED

Attest:


Secretary

By:


President



RECORDED IN THE OFFICIAL RECORDS BOOK
OF DUVAL COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

80-288337

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

(A Corporation Not for Profit)

ADDITIONS TO THE BY-LAWS

Whereas a Certificate of Incorporation of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a corporation not for profit, organized under the laws of the State of Florida, has been filed with the Secretary of State of Florida, on the 7th day of December, A.D. 1973.

Whereas certain by-laws were adopted by CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a corporation not for profit, organized under the laws of the State of Florida, at the first meeting of the Association, and recorded in the minutes of the Association, and

Whereas a majority of the Board of Directors proposed that three new by-laws be added to the existing ones, and whereas a special joint meeting of the members of the Board of Directors and the membership of the Association was held on September 30, 1980, for the purpose of voting on the proposed new by-laws, and

Whereas such special joint meeting was held more than 20 days and not less than 60 days from the time of the proposal of the new by-laws, and

Whereas at such special joint meeting of the members of the Board of Directors and members of the Association, the three new by-laws were affirmatively approved by a vote of members owning more than two-thirds of the units in both condominiums subject to the Association.

Now, therefore, it is resolved that the following three by-laws are added to the existing By-laws of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.:

1. The Officers of the Board of Directors shall not succeed themselves to the same office after service for two consecutive years starting with the 1981 election.
2. Any proposal for the expenditure of more than \$2,000.00 for Capital Improvements for any project shall require the majority approval of the Board of Directors. This proposal will then require a vote from the majority of the unit owners present or by proxy at a special meeting called for that purpose.

...../

*Cypress Chase Assoc Cond &
2600 W 49th Ave
Ft Lauderdale Fla
33313*

80 OCT 2 PM 2:31

REC 9159 PAGE 289

7-44

3. Unit owners who own pets or other animals at the time of purchase from the Developer shall be allowed to keep said pets or other animals, but no replacements shall be made upon death or otherwise.

In witness whereof, CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC. has caused these presents to be executed in its name by its President, and the Corporate Seal to be fixed and attested by its Secretary this 1st day of October, 1980.

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

THIS IS NOT AN OFFICIAL COPY

Elmore A. Cohen
President

Nyra Marks (SAL)
Nyra Marks, Secretary

STATE OF FLORIDA: ss:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1st day of Oct., 1980, by Elmore A. Cohen, as President, and Nyra Marks, as Secretary, respectively, of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida corporation not-for-profit, on behalf of the corporation.

Rachon R. Paksier
Notary Public
State of Florida at Large

My Commission Expires: _____

SPF 9159 PAGE 290

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

82-300487

(A Corporation Not for Profit)

AMENDMENT TO THE BY-LAWS

Whereas a Certificate of Incorporation of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", a corporation not for profit, organized under the laws of the State of Florida, has been filed with the Secretary of State of Florida, on the 7th day of December, A.D. 1973.

Whereas certain By-Laws were adopted by CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a corporation not for profit, organized under the laws of the State of Florida, at the first meeting of the Association, and recorded in the minutes of the Association, and

Whereas a majority of the Board of Directors proposed that two amendments be made to existing By-Laws and

Whereas a special joint meeting of the members of the Board of Directors and the membership of the Association was held on October 27, 1982 for the purpose of voting on the two amendments to the By-Laws, and

Whereas such special joint meeting was held more than 20 days and not less than 60 days from the time of the proposal of the new By-Laws, and

Whereas at such special joint meeting of the members of the Board of Directors and the members of the Association, the two amendments were affirmatively approved by a vote of members owning more than two-thirds of the units in both Condominiums subject to the Association.

Now, therefore, it is resolved that the following two amendments be made to the existing By-Laws of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

(Provisions in the Sub Division to be deleted have hyphen marks running through them)

Chapter 4, Par. 2 - Election of Directors shall be conducted in the following manner.

Return to Cypress Chase Land & Assoc. 2600 N.W. 49th Ave Lauderdale Lakes Fla 33363

NOV 8 11 41 AM '82

OFF REC 10497 ps 43

13.00

AMENDMENT #1

Sub-division (b) A Nominating Committee of five members shall be appointed by the Board of Directors not less than 30 days prior to the annual meeting of the members. The committee shall nominate not more than 15 candidates. Other nominations may be made from the floor. Nominations shall be made in such manner as to provide that each of the separate condominiums shall have an equal number of persons nominated to be Directors.

(c) The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, that there shall be no cumulative voting and each member may not cast more than one vote for any person nominated as a Director. And further provided that the vote shall be cast in such manner that the members of the Association owning condominium units in each of the two condominiums to be managed by the Association shall vote only for those Directors who own condominium units within the same single condominium, to the end that each of the two condominiums managed or to be managed by the Association, shall have equal representation on the Board of Directors, and each of said Directors shall have been elected by members of the Association who own condominium units within the same individual condominium as the respective Directors so elected.

(d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, except as to vacancies provided by removal of Directors by members. Provided that such vacancies shall be filled by selecting a member of the Association who owns a condominium unit within the same single condominium as the person whose vacancy is to be filled.

(e) Any Director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. Provided, however, that each vacancy shall be filled by the election of a member who owns a condominium unit within the same condominium as the Director so removed.

THIS IS NOT AN
OFFICIAL COPY

OFF
REC 10497 pg 44

AMENDMENT #2

The word Review be substituted for Audit in Chap. 6 Par. 7 - which reads as follows:

A review of the Accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1st of the year - following the year for which the report is made.

In witness whereof, CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC. has caused these presents to be executed in its name by its President and the Corporate Seal to be fixed and attested by its Secretary this 28th day of October, 1982.

THIS IS NOT AN OFFICIAL COPY

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

Irving Warshaw
IRVING WARSHAW, PRESIDENT

Edna Ferster (SEAL)
EDNA FERSTER, Secretary

JOHN T. JOHNSON
COUNTY ADMINISTRATOR

STATE OF FLORIDA: SS:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of November, 1982, by Irving Warshaw, as President, and Edna Ferster, as Secretary, respectively, of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida corporation Not-for-Profit, on behalf of the corporation.

Kathleen R. Parker
Notary Public
State of Florida at Large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 4 1983
BONDED THRU GENERAL INS. UNDERWRITERS

REC 10497 PG 45

ADDITIONS TO THE BY-LAWS

Whereas a Certificate of Incorporation of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", a corporation not for profit, organized under the laws of the State of Florida, has been filed with the Secretary of State of Florida, on the 7th day of December A.D. 1973.

Whereas a majority of the Board of Directors proposed that one By-Law be added to the existing ones, and

Whereas a special joint meeting of the members of the Board of Directors and the membership of the Association was held on December 8, 1982 for the purpose of voting on the proposed By-Law, and

Whereas such special joint meeting was held more than 20 days and not less than 60 days from the time of the proposal of the new By-Laws, and

Whereas at such special meeting of the members of the Board of Directors and members of the Association the one new By-Law was affirmatively approved by a vote of members owning more than two-thirds of the units in both condominiums subject to the Association

Now, therefore, it is resolved that the following By-Law be added to the existing By-Laws of Cypress Chase Condominium Association "D", Inc.

- (1) There shall be no restrictions for the term of office that may be served by the Officer of the Board of Directors. That officers of the Board of Directors shall be able to succeed themselves to the same office.

In witness whereof, CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC. has caused these presents to be executed in its name by its President, and the Corporate Seal to be fixed and attested by its Secretary this 14th day of December, 1982.

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

Irving Warshaw
IRVING WARSHAW, President



Edna Ferster (SEAL)
Edna Ferster, Secretary

*Cypress Chase Condo "D" Assoc Inc
2600 N. W. 49th Ave
Hawthorne Lakes Fla. 33313*

82 DEC 15 PM 12 19

OFF 10561 PG 732

STATE OF FLORIDA, SS:
COUNTY OF BROWARD,

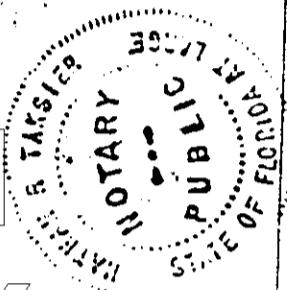
The foregoing instrument was acknowledged before me this 14th day of December, 1982, by Irving Warshaw as President, and Edna Ferster, as Secretary, respectively, of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida corporation Not-for-Profit, on behalf of the corporation.

Nathan R. Parker

Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/31/83

My Commission Expires: 12/31/83



THIS IS NOT AN
OFFICIAL COPY

RECORDED IN THE PUBLIC RECORDS BOOK
OF THE COUNTY OF BROWARD, FLORIDA
I. T. JOHNSON

OFF 10561Pg 733

CYPRESS CHASE CONDOMINIUM ASSOCIATION

(A Corporation Not for Profit) also known as Bldg. 7 & 8

ADDITIONS TO THE BY-LAWS

83-009427

Whereas a Certificate of Incorporation of CYPRESS CHASE CONDOMINIUM ASSOCIATION " , a corporation not for profit, also known as Building 7 recorded in the public records of Broward County under book number 6742, page 546 and Building 8 recorded in the public records of Broward County under book number 7173, page 31, organized under the laws of the State of Florida, has been filed with the Secretary of State of Florida, on the 7th day of December A.D. 1973.

Whereas certain by-laws were adopted by Cypress Chase Condominium Association , also known as Building 7 and recorded in the public records of Broward County under book number 6742, page 546 and Building 8 also recorded in the public records of Broward County under book number 7173, page 31 organized under the laws of the state of Florida and recorded in the minutes of the Association.

Whereas a majority of the Board of Directors proposed that one By-Law be added to the existing ones, and

Whereas a special joint meeting of the members of the Board of Directors and the membership of the Association was held on December 8, 1982 for the purpose of voting on the proposed By-Law, and

Whereas such special joint meeting was held more than 20 days and not less than 60 days from the time of the proposal of the new By-Laws, and

Whereas at such special meeting of the members of the Board of Directors and members of the Association the one new By-Law was affirmatively approved by a vote of members owning more than two-thirds of the units in both condominiums subject to the Association.

Now, therefore, it is resolved that the following By-Law be added to the existing By-Laws of Cypress Chase Condominium Association , also known as building 7, recorded in the Public records of Broward County, under book number 6742, page 546 and building 8, recorded in the public records of Broward County, under book number 7173, page 31.

(1) There shall be no restrictions for the term of office that may be served by the Officer of the Board of Directors. That officers of the Board of Directors shall be able to succeed themselves to the same office.

*Cypress Chase Condo Assoc Inc
2600 N. W. 49th Ave
Lauderdale Lakes
Fla 33313-9*

83 JAN 11 PM 2:34

REC 10608 pg 538

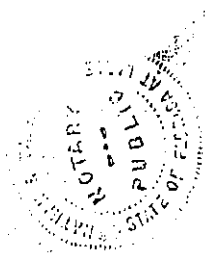
In witness whereof, CYPRESS CHASE CONDOMINIUM ASSOCIATION " has caused these presents to be executed in its name by its President, and the Corporate Seal to be fixed and attested by its Secretary this 14th day of December, 1982.



CYPRESS CHASE CONDOMINIUM ASSOCIATION, also known as building 7, recorded in the public records of Broward County under book number 6742, page 546 and building 8 recorded in the public records of Broward County, under book number 7173, page 31.

Irving Warsaw
IRVING WARSHAW, President

Edna Ferster (SEAL)
Edna Ferster, Secretary



STATE OF FLORIDA, SS:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of December, 1982, by Irving Warsaw as President, and Edna Ferster, as Secretary, respectively, of CYPRESS CHASE CONDOMINIUM ASSOCIATION " , also known as building 7, recorded in the public records of Broward County under book number 6742, page 546 and building 8, recorded in the public records of Broward County under book number 7173, page 31, a Florida corporation Not-for-profit, on behalf of the corporation.

Kathleen P. Parker
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 4 1983
My Commission Expires: BONDED TRULY GENERAL INS. UNDERWRITERS

REC 10608 Pg 539

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. T. JOHNSON
COUNTY ADMINISTRATOR

CYPRESS CHASE CONDOMINIUM ASSOCIATION
ALSO KNOWN AS BUILDING 7 recorded
in the public records of Broward County under
book number 6742, page 546 and building 8
recorded in the public records of Broward
County, under book number 7173, page 31.

(A Corporation Not for Profit)

83-009428

AMENDMENTS TO THE BY-LAWS

Whereas a Certificate of Incorporation of CYPRESS CHASE CONDOMINIUM ASSOCIATION, a corporation not for profit, organized under the laws of the State of Florida, also known as building 7 recorded in the public records of Broward County under book number 6742, page 546 and building 8 recorded in the public records of Broward County, under book number 7173, page 31, has been filed with the Secretary of State of Florida, on the 7th day of December A.D. 1973.

Whereas certain By-Laws were adopted by CYPRESS CHASE CONDOMINIUM ASSOCIATION also known as building 7 recorded in the public records of Broward County under book number 6742, page 546 and building 8 recorded in the public records of Broward County, under book number 7173, page 31, not for profit, organized under the laws of the State of Florida, at the first meeting of the Association, and recorded in the minutes of the Association, and

Whereas a majority of the Board of Directors proposed that two amendments be made to existing By-Laws and

Whereas a special joint meeting of the members of the Board of Directors and the membership of the Association was held on October 27, 1982, for the purpose of voting on the two amendments to the By-Laws, and

Whereas such special joint meeting was held more than 20 days and not less than 60 days from the time of the proposal of the new By-Laws, and

Whereas at such special joint meeting of the members of the Board of Directors and the members of the Association, the two amendments were affirmatively approved by a vote of members owning more than two-thirds of the units in both Condominiums subject to the Association.

Now, therefore, it is resolved that the following two amendments be made to the existing By-Laws of CYPRESS CHASE CONDOMINIUM ASSOCIATION also known as Building 7 recorded in the public records of Broward County under book number 6742 page 546 and Building 8 recorded in the public records of Broward County under book number 7173, page 31.

*Cypress Chase Assoc Condo D Inc
2600 N.W. 49th Ave
Lauderdale Lakes
Fla 33313 17A*

33 JAN 11 PM 2:34

REF 10608pg 540

(Provisions in the Sub Division to be deleted have hyphen marks running through them)

Chapter 4, Par. 2 - Election of Directors shall be conducted in the following manner.

AMENDMENT #1

- Sub-division (b) A Nominating Committee of five members shall be appointed by the Board of Directors not less than 30 days prior to the annual meeting of the members. The committee shall nominate not more than 15 candidates. Other nominations may be made from the floor. Nominations shall be made in such manner as to provide that each of the separate condominiums shall have an equal number of persons nominated to be Directors.
- (c) The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, that there shall be no cumulative voting and each member may not cast more than one vote for any person nominated as a Director. And further provided that the vote shall be cast in such manner that the members of the Association owning condominium units in each of the two condominiums to be managed by the Association shall vote only for those Directors who own condominium units within the same single condominium, to the end that each of the two condominiums managed or to be managed by the Association, shall have equal representation on the Board of Directors, and, and each of said Directors shall have been elected by members of the Association who own condominium units within the same individual condominium as the respective Directors as elected.
- (d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, except as to vacancies provided by removal of Directors by members. ~~Provided that such vacancies shall be filled by selecting a member of the Association who owns a condominium unit within the same single condominium as the person whose vacancy is to be filled.~~

- (e) Any Director may be removed by concurrence or two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. ~~Provided, however, that each vacancy shall be filled by the election of a member who owns a condominium unit within the same condominium as the Director so removed.~~

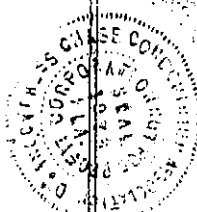
AMENDMENT #2

The word Review be substituted for Audit in Chap. 6 Par. 7 - which reads as follows:

A review of the Accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1st of the year - following the year for which the report is made.

In witness whereof, CYPRESS CHASE CONDOMINIUM ASSOCIATION also known as Building 7 and recorded in the public records of Broward County under book number 6742, page 546 and building 8 also recorded in the public records of Broward County under book number 7173, page 31 has caused these presents to be executed by its President and the Corporate Seal to be fixed and attested by its Secretary this 28th day of October, 1982.

CYPRESS CHASE CONDOMINIUM ASSOCIATION also known as building 7, recorded in the public records of Broward County under book number 6742, page 546 and building 8 recorded in the public records of Broward County, under book number 7173, page 31.



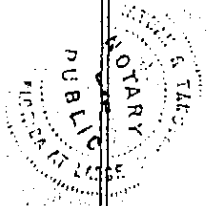
Irving Warshaw
IRVING WARSHAW, President

Edna Ferster (SEAL)
Edna Ferster, Secretary

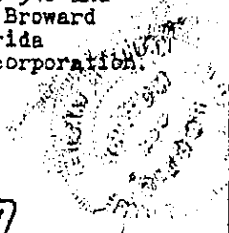
U.F. 10608 pg 542

STATE OF FLORIDA, SS:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of November, 1982, by Irving Warshaw, as President, and Edna Ferster, as Secretary, respectively, of CYPRESS CHASE CONDOMINIUM ASSOCIATION " also known as building 7, recorded in the public records of Broward County under book number 6742, page 546 and building 8, recorded in the public records of Broward County under book number 7123, page 31, a Florida corporation Not-for-profit, on behalf of the corporation.



Kathleen L. Parker
Notary Public
State of Florida at Large



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 4 1983
My Commission Expires: ~~NOV 4 1983~~ UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF 10608Pg 543

AMENDMENTS TO BY-LAWS, CYPRESS CHASE CONDOMINIUM

ASSOCIATION "D", INC., AN EXHIBIT TO THE

DECLARATIONS OF CONDOMINIUM

CYPRESS CHASE CONDOMINIUM NO. 7 AND NO. 8

(Additions indicated by underlining;
Deletions by "----")

X. SALES, LEASES AND MORTGAGES OF UNITS

A. SALES OR LEASES OF UNITS.

1. There shall be deposited and delivered to the Association, simultaneous with the giving of notice of intention to sell or lease, or of transfer, gift, devise, or inheritance, a credit reporting fee not to exceed Fifty Dollars (\$50.00), or such fee as may be provided by the Florida Condominium Act, as amended from time to time.

Section XI. ALTERNATIVE DISPUTE RESOLUTION

A. Fines.

In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees, in the manner provided herein.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration of Condominium; the Articles of Incorporation these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty (\$50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient

LAW OFFICES

evidence, it may levy a fine for each violation in the amount provided herein.

(d) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents; including but not limited to legal action for damages or injunctive relief.

THIS IS NOT AN
OFFICIAL COPY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

DEF 12240 PAGE 97

THIS INSTRUMENT PREPARED BY
ROBERT L. TANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

89110306

CERTIFICATE OF AMENDMENT
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Cypress Chase Condominium Association "D", Inc., as described in OR Book 6742 at Page 546 of the Official Records of Broward County, Florida was/were duly adopted in the manner provided in Article XXX of the Declaration of Condominium, at a meeting held March 6, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 8th day of MARCH, 1989, at Hollywood, Broward County, Florida.

By: Irving Warshaw
President

Attest: Seymour Q. Shaw
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

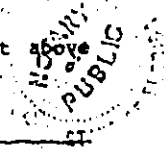
On this 8 day of March, 1989, personally appeared Irving Warshaw and Seymour Shaw, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Ellen G. Birch
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
EX. COMM. NO. 127, EXP. 11/1989
EXP. TO THE ORIGINAL 12/1/89



BKT6279PG0976

9.00
1.50
WXX

PROPOSED AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

Proposed amendment to Article XIV, Declaration of Condominium,
as follows:

Inasmuch as Cypress Chase Condominium Association "D" is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older, no unit shall, at any time, be permanently occupied by children who are under fifteen (15) years of age; except that children below the age of fifteen (15) may be permitted to visit and temporarily reside for such periods as may be permitted by the Condominium Documents. No permanent occupancy of any unit shall be permitted by an individual between the ages of fifteen (15) and fifty-five (55). Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of fifteen (15) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the Condominium community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and regulations of the Association as may be promulgated by the Board. Notwithstanding the foregoing, occupancy of a unit on a permanent basis is limited to two (2) individuals for all 1-bedroom units, and four (4) individuals for all 2-bedroom units, however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit in the Condominium for such periods as may be permitted by the Condominium Documents.

BKT6279PG0977

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

LAW OFFICES
BECKER, POTAMAKOS & STRICKLAND, P.A. 1001 GULF BLVD. SUITE 200 FORT LAUDERDALE, FL 33304-0001
TELEPHONE (954) 977-7300

AMENDMENT
TO THE
DECLARATIONS OF CONDOMINIUM
OF
CYPRESS CHASE CONDOMINIUMS NO. 7 AND NO. 8

(additions indicated by underlining, deletions by"----",
and unaffected language by . . .)

Amendment to Article XIV, Declarations of Condominium, as follows:

Inasmuch as Cypress Chase Condominium Association "D" is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older, no unit shall, at any time, be permanently occupied by children who are under fifteen (15) years of age; except that children below the age of fifteen (15) may be permitted to visit and temporarily reside for such periods as may be permitted by the Condominium Documents. No permanent occupancy of any unit shall be permitted by an individual between the ages of fifteen (15) and fifty-five (55). Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of fifteen (15) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the Condominium community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforestated percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and regulations of the Association as may be promulgated by the Board. Notwithstanding the foregoing, occupancy of a unit on a permanent basis is limited to two (2) individuals for all 1-bedroom units, and four (4) individuals for all 2-bedroom units, however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit in the Condominium for such periods as may be permitted by the Condominium Documents.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK21869PG0038

Record &
Return
TO
"Will
CALL"

94-310995
06-22-94

10:55AM

This instrument was prepared by:
Ellen G. Hirsch, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

CERTIFICATE OF AMENDMENT
TO THE
DECLARATIONS OF CONDOMINIUM
OF
CYPRESS CHASE CONDOMINIUM NO. 7
AND
CYPRESS CHASE CONDOMINIUM NO. 8

THIS IS NOT AN
OFFICIAL COPY

WE HEREBY CERTIFY THAT the attached amendment to the Declarations of Condominium of Cypress Chase Condominium No. 7 and No. 8, as recorded in Official Records Book 6742 at Page 546 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the documents of Condominiums No. 7 and 8.

IN WITNESS WHEREOF, we have affixed our hands this 16th day of JUNE, 1994, at LAVERDIE LAKES, Broward County, Florida.

WITNESSES
Sign [Signature]
Print FRED [Signature]
Sign [Signature]
Print ANGELO ABRUSCOTO

CYPRESS CHASE CONDOMINIUM
ASSOCIATION "D", INC.
By: [Signature]
Irving Warshaw, President
Address: _____

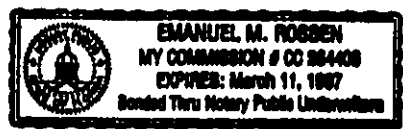
STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16th day of June, 1994, by Irving Warshaw, as President of Cypress Chase Condominium, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

SIGN [Signature]
PRINT EMANUEL M ROSEN
State of Florida at Large

My Commission Expires:
11 March 1997



BK 22292PG 0143

2

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

(additions indicated by underlining, and deletions by "----")

Amendment to Declarations of Condominium, Article XXVI, to
add a new final Paragraph to Section A, to read as follows:

XXVI.

LIMITATION ON SALE OR LEASE OF CONDOMINIUM UNITS

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:

THIS IS NOT AN
A. . .

In addition to the terms and conditions contained in
this Declaration which regulate leasing of condominium units
in this Condominium, no person who takes title to a condominium
unit, by purchase, inheritance, judicial sale or any other
method, shall have the right to rent or lease his/her
condominium unit during the first twelve (12) months of
his/her ownership of the unit.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 22292PG0144

This instrument was prepared by:
Ellen G. Hirsch, Esquire,
BECKER & POLIAKOFF, P.A. *EH*
3111 Stirling Road
Fort Lauderdale, FL 33312

94-519776 T#001
10-26-94 10:14AM

CERTIFICATE OF AMENDMENT
TO THE DECLARATIONS OF CONDOMINIUM
OF
CYPRESS CHASE CONDOMINIUM NO. 7
AND
CYPRESS CHASE CONDOMINIUM NO. 8

WE HEREBY CERTIFY THAT the attached amendment to the Declarations of
Condominium of Cypress Chase Condominium No. 7 and No. 8, as recorded in Official
Records Book 6742 at Page 546 of the Public Records of Broward County, Florida,
was duly adopted in the manner provided in the documents of Condominiums No. 7
and 8.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of October
1994, at Lauderdale Lakes, Broward County, Florida.

WITNESSES

Sign Helen M. Parnes

Print HELEN M. PARNES

Sign Patricia A. Hill

Print PATRICIA A. HILL

CYPRESS CHASE CONDOMINIUM
ASSOCIATION "D", INC.

By: Irving Warshaw
Irving Warshaw, President

Address: 2650 N.W. 49th Ave
Lauderdale Lakes Fla
33313

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19 day of
October, 1994 by Irving Warshaw, as President of Cypress Chase
Condominium Association "D", Inc., a Florida not-for-profit corporation, on behalf of
the corporation. He is personally known to me or has produced _____ as
identification.



NOTARY PUBLIC:

SIGN Emanuel M. Rossen

PRINT EMANUEL M. ROSSEN
State of Florida at Large

My Commission Expires:

11 March 1997
115656_1

BK 22760PG0020

10/26

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

(additions indicated by underlining, deletions by "----",
and unaffected language by . . .)

1. Amendment to Article XXIV, Section D of the Declaration of
Condominium, as follows:

XXIV.

INSURANCE COVERAGE TO BE MAINTAINED BY
ASSOCIATION; ~~INSURANCE TRUSTEE, APPOINTMENT~~
AND DUTIES; USE AND DISTRIBUTION OF
~~INSURANCE PROCEEDS, ETC.~~

D. Such other insurance coverage, other than title insurance, as the
board of directors of the Association, in its sole discretion, may determine from
time to time to be in the best interests of the Association and the owners of all
of the condominium units.

All liability insurance maintained by the Association shall contain cross
liability endorsements to cover liability of all owners of condominium units as
a group to each condominium unit owner.

All insurance coverage authorized to be purchased shall be purchased by
the Association for itself and for the benefit of all of the owners of all
condominium units. The cost of obtaining the insurance coverage authorized
above is declared to be a common expense, as are any other fees and expenses
incurred which may be necessary or incidental to carrying out the provisions
hereof.

All policies of casualty insurance covering the Condominium shall provide
for the insurance proceeds covering any loss to be payable to the Board of
Directors ~~Insurance Trustee named as hereinafter provided, or to its successor;~~
and the insurance proceeds from any casualty loss shall be held for the use and
benefit of the Association and all of the owners of all condominium units and
their respective mortgagees, as their interests may appear, and such insurance
proceeds shall be applied or distributed in the manner herein provided. The
Association is hereby declared to be and appointed as authorized agent for the
owners of all condominium units for the purpose of negotiating and agreeing to
a settlement as to the value and extent of any loss which may be covered
under any policy of casualty insurance and is granted full right and authority to
execute in favor of any insurer a release of liability arising out of any occurrence
covered by any policy or policies of casualty insurance and resulting in loss of
or damage to insured property.

The company or companies with which casualty insurance may be placed
shall be selected by the Association, and all parties beneficially interested in
such insurance coverage shall be bound by such selection of insurance
company or companies made by the Association; provided, however, that with
respect to the casualty insurance referred to in subparagraph A of this Article
XXIV, although the Association shall have the right to designate and select the

insurance carrier, said right shall be subject to the approval of the institutional first mortgage lender who shall be the holder of a majority of the first mortgages encumbering the individual condominium units (and appurtenances) within the Condominium.

~~The Association shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby.~~

~~The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee The Board of Directors shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated and for the benefit of the Association and the owners of all condominium units and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee Board of Directors as hereinafter provided. The Association, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. The Insurance Trustee The Board of Directors shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money which comes into the possession of the Insurance Trustee Board of Directors. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of condominium units and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and the Secretary of the Association, executed under oath, which certificate will be provided to the Insurance Trustee upon request of the Insurance Trustee made to the Association, such certificate to certify unto the Insurance Trustee the name or names of the owners of each condominium unit, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each condominium unit, and the respective percentages of any distribution which may be required to be made to the owner or owners of any condominium unit or condominium units and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee Board of Directors for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a condominium unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any condominium unit or condominium units, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any condominium unit or condominium units and their respective mortgagee or mortgagees by reason of loss of or damage to personal property constituting a part of the common elements as to which a determination is made not to repair, replace or restore such personal property.~~

In the event of the loss of or damage only to common elements, real or personal, and/or limited common elements, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee Board of Directors to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance

proceeds are in excess of the cost of the repair, replacement or reconstruction of such common elements, limited common elements and/or recreation area, then such excess insurance proceeds shall be paid by the ~~Insurance-Trustee~~ Board of Directors to the owners of all of the condominium units and their respective mortgagees, irrespective of whether there may be exclusive right to use an area constituting a limited common element appurtenant to any of such condominium units, the distribution to be separately made to the owner of each condominium unit and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each condominium unit and his mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in the common elements appurtenant to each condominium unit bear to the total undivided interests in common elements appurtenant to all condominium units. If it appears that the insurance proceeds covering the casualty loss or damage payable to the ~~Insurance-Trustee~~ Board of Directors are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall deposit with the ~~Insurance-Trustee~~ a sum which, together with the insurance proceeds received or to be received, will enable said ~~Insurance-Trustee~~ Board of Directors to pay completely for the repair, replacement or reconstruction of any loss or damage, as the case may be. The moneys to be deposited by the Association with the ~~Insurance-Trustee~~ Board of Directors, in said latter event, may be paid by the Association out of its reserve for replacement fund; and, if the amount in such reserve for replacement fund is not sufficient, then the Association shall levy and collect an assessment against the owners of all condominium units and against said condominium units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction, without regard to the existence of any exclusive right to use an area constituting limited common elements which may be an appurtenance to said condominium unit.

In the event of the loss of or damage to common elements, limited common elements and any condominium unit or condominium units, which loss or damage is covered by the casualty insurance, the proceeds paid to the ~~Insurance-Trustee~~ Board of Directors to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of common elements, real or personal, and limited common elements, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any condominium unit or condominium units which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common elements and the limited common elements and the condominium unit or condominium units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the ~~Insurance-Trustee~~ Board of Directors to the owners of all condominium units and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinabove. If it appears that the insurance proceeds covering the casualty loss or damage payable to the ~~Insurance-Trustee~~ Board of Directors are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of the Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the common elements and limited common elements and the condominium unit or condominium units sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to common elements and limited common elements but are not

BK22760PG0023

sufficient to repair, replace or reconstruct any loss of or damage to any condominium unit or condominium units, then the Association shall levy and collect an assessment from the owner or owners of the condominium unit or condominium units sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with ~~said Insurance Trustee~~ the Board of Directors so that the sum on deposit with ~~said Insurance Trustee~~ the Board of Directors shall be sufficient to pay completely for the repair, replacement or reconstruction of all common elements, limited common elements and condominium unit or units. In said latter event, the assessment to be levied and collected from the owner or owners of each condominium unit or units sustaining loss or damage shall be apportioned among such owner or owners in such manner that the assessment levied against each owner of a condominium unit and against his condominium unit shall bear the same proportion to the total assessment levied against all of said owners of condominium units sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's condominium unit bear to the cost applicable to all of said condominium units sustaining loss or damage. If the casualty insurance proceeds payable to the ~~Insurance Trustee~~ Board of Directors in the event of the loss of or damage to common elements, limited common elements and condominium unit or units are not an amount which will pay for the complete repair, replacement or reconstruction of the common elements and the limited common elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said common elements and limited common elements before being applied to the repair, replacement or reconstruction of a condominium unit or units, then the cost to repair, replace or reconstruct said common elements and limited common elements in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all condominium units, in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to common elements and the casualty insurance proceeds not been sufficient to cover the cost of repair, replacement or reconstruction of such common elements; and the cost to cover the repair, replacement or reconstruction of each condominium unit or units sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of condominium units sustaining the loss or damage, in the same manner as is above provided for the apportionment of such assessment among the owner or owners of condominium units sustaining such loss or damage. In the latter event, assessment of the owner or owners of the condominium units shall be made without regard to the existence of any exclusive right to use an area constituting limited common elements which may be an appurtenance to any condominium unit.

In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within 60 days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the board of directors of the Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional moneys required to pay completely for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of condominium units or only by the owner or owners of any condominium unit or units sustaining loss or damage, or both, shall be deposited with ~~said Insurance Trustee~~ the Board of Directors not later than 30 days from the date on which ~~said Insurance Trustee~~ the Board of Directors shall receive the moneys payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to the Association, the insurance proceeds, when received by the ~~Insurance Trustee~~ Board of Directors, shall be paid to the Association. In the event of the loss of or damage to personal property constituting a portion of the common elements, should the board of directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the ~~Insurance Trustee~~ Board of Directors shall be paid to all of the owners of all condominium units and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

~~Notwithstanding anything herein contained, should any claim or the proceeds of any settlement of an insurance claim be less than five thousand dollars (\$5,000.00), then such sum need not be deposited with the Insurance Trustee but rather shall be paid directly to the Association, to be disbursed in accordance with the terms of this Article by the officers of the Association, in accordance with directions from the board of directors of the Association.~~

For the purposes of this Article XXIV, the recreation area shall be considered the same as if it were a common element, and the Association shall provide for the recreation area the same types and coverages of insurance as it provides for the common elements.

OFFICIAL COPY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK22760P60025

This instrument was prepared by:
Ellen G. Hirsch, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

94-612605 T#001
12-23-94 10:19AM

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS
OF
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Cypress Chase Condominium Association "D", Inc., which is an exhibit to the Declarations of Condominium of Cypress Chase Condominium No. 7 and No. 8, as recorded in Official Records Book 6742 at Page 546 and Official Records Book 7173 at Page 31, respectively, of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the Documents of Condominiums No. 7 and 8, at a meeting of the membership held on October 27, 1982.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of Nov., 1994, at LAUDERDALE, Broward County, Florida.
~~LAURE~~

WITNESSES

Sign [Signature]

Print H. LEWKOWICZ

Sign [Signature]

Print HELEN M. PARNES

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

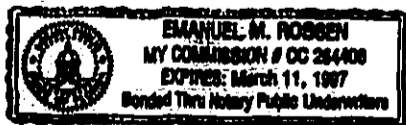
By: [Signature]
Irving Warshaw, President

Address: 260 N.W. 49th Ave
Lauderdale Lakes
Fla 33313

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of NOVEMBER, 1994 by Irving Warshaw, as President of Cypress Chase Condominium Association "D", Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ and identification. [Signature]

NOTARY PUBLIC:



SIGN [Signature]

PRINT EMANUEL M. ROSSIN
State of Florida at Large

My Commission Expires:
March 11, 1997

AMENDMENT TO
BY-LAWS OF
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

(additions indicated by underlining, and deletions by "---")

Amendment to Article VI of the By-Laws, to add a new Section 10.,
as follows:

10. The financial records, including the annual budget and
year end financial reporting, are consolidated for Cypress Chase
Condominium No. 7 and Cypress Chase Condominium No. 8 and for the
Cypress Chase Condominium Association "D", Inc.

THIS IS NOT AN
OFFICIAL COPY

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 22967P60769



INSTR # 101692650
 OR BK 32771 PG 1041
 RECORDED 02/15/2002 01:07 PM
 COMMISSION
 BROWARD COUNTY
 DEPUTY CLERK 1058

DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

THIS IS NOT AN OFFICIAL COPY

Document Title:

Amendment & Certificate to Amendment Article XX
 (Warranty Deed, Mortgage, Affidavit, etc.)

Executed By:

Cypress Chase Condominium No. 7 + No. 8

To:

Brief Legal Description:

(if applicable)



Return Recorded Document to:

David J. Schottentel, Esq
7520 N.W. 5th St., Suite 203
Plantation, FL 33317

(4)

CERTIFICATE OF AMENDMENT
 TO THE DECLARATIONS OF CONDOMINIUM OF
 CYPRESS CHASE CONDOMINIUM NO. 7 AND
 CYPRESS CHASE CONDOMINIUM NO. 8
 ALSO KNOWN AS CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

WE HEREBY CERTIFY that the attached amendment to Article XXX of the Declarations of Condominium of Cypress Chase Condominium No. 7 and Cypress Chase Condominium No. 8, as described in Official Records Book 6742, at Page 546, and Book 7173 at Page 31, respectively, of the Public Records of Broward County, Florida, and also known as Cypress Chase Condominium Association "D", Inc., was duly adopted in the manner provided in Article XXX of the Declaration of Condominium, at a meeting held on 4 Day of Feb.

IN WITNESS WHEREOF, we have affixed our hands this 14 day of Feb., 2002, at Cypress Chase Condo "D" Inc., Broward County, Florida.

By: Elmore A Cohen
 President

Attest: Etzel M Brown
 Secretary

STATE OF FLORIDA)
) ss:
 COUNTY OF BROWARD)

BEFORE ME on this day personally appeared Elmore Cohen and Etzel Brown, as President and Secretary, respectively, of Cypress Chase Condominium Association "D", Inc., to me personally known and known to me to be the individuals described in or who have produced drivers licenses as identification and who executed the foregoing Certificate of Amendment, who did (did not) take an oath, and they acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 14th day of February, 2002



Helen M. Parnes
 Commission # DD 010702
 Expires April 29, 2005
 Bonded Thru
 Atlantic Bonding Co., Inc.

Helen M. Parnes
 NOTARY PUBLIC - STATE OF FLORIDA

(print name)
 (Commission No.)

HELEN M. PARNES
 #DD010702

RECORD & RETURN TO:

THIS INSTRUMENT PREPARED BY:
 DAVID J. SCHOTTENFELD, ESQ.
 DAVID J. SCHOTTENFELD, P.A.
 7520 N.W. 5th St., Suite 203
 Plantation, Florida 33317
 (954) 316-5033

PROPOSED AMENDMENT TO ARTICLE XXX
AMENDMENT OF DECLARATION OF CONDOMINIUM
OF THE DECLARATION OF CONDOMINIUM OF
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

It is hereby proposed that Article XXX of the Declaration of Condominium of Cypress Chase Condominium Association "D", Inc. be now submitted by the Board of Directors to the unit owners to amend said Article XXX, Amendment of Declaration of Condominium, as follows:

A. General Amendment:

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 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 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%~~ 51% 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.

* * * * *

THIS CONSTITUTES A SUBSTANTIALLY RE-WRITTEN VERSION OF A SECTION OF THE DECLARATION OF CONDOMINIUM. REFER TO ARTICLE XXX THEREOF FOR A COMPARISON.

PROPOSED AMENDMENT TO ARTICLE XI
ALTERNATIVE DISPUTE RESOLUTION
OF THE BY-LAWS OF
CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

It is hereby proposed that Article XI of the By-Laws of Cypress Chase Condominium Association "D", Inc. be now amended by revising (a) thereof as follows"

(XI) (a) If at any time the Board of Directors shall determine there is probable cause to believe that any of the provisions of the Declaration of Condominium; the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated, fines may be assessed against the persons found to be responsible for said violations. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before a committee of unit owners as provided by Florida law within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine, ~~not to exceed Fifty (\$50.00) Dollars~~ in the maximum amounts permitted by law, for each such offense. If the Committee affirms the finding of violation and approves the fine(s), same shall be imposed against the persons responsible. If the Committee does not so affirm the finding of violation and approve the fine(s), same shall not be imposed.

* * * * *

THIS CONSTITUTES A SUBSTANTIALLY RE-WRITTEN VERSION OF A SECTION OF THE BY-LAWS. REFER TO ARTICLE XI THEREOF FOR A COMPARISON.

CERTIFICATE OF AMENDMENT
TO THE DECLARATIONS OF CONDOMINIUM OF
CYPRESS CHASE CONDOMINIUM NO. 7 AND
CYPRESS CHASE CONDOMINIUM NO. 8
ALSO KNOWN AS CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

WE HEREBY CERTIFY that the attached amendment to Article XXVI of the Declarations of Condominium of Cypress Chase Condominium No. 7 and Cypress Chase Condominium No. 8, as described in Official Records Book 6742, at Page 546, and Book 7173 at Page 31, respectively, of the Public Records of Broward County, Florida, and also known as Cypress Chase Condominium Association "D", Inc., was duly adopted in the manner provided in Article XXX and the amendment thereof, of the Declaration of Condominium, at a meeting held on May 17, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 28 day of June, 2002, at _____, Broward County, Florida.

By: Edmond A. Cohen
President


Attest: Ethel Brown
Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME on this day personally appeared Edmond A. Cohen and Ethel Brown, as President and Secretary, respectively, of Cypress Chase Condominium Association "D", Inc., to me personally known and known to me to be the individuals described in or who have produced Dr. J. J. Licenses as identification and who executed the foregoing Certificate of Amendment, who did (did not) take an oath, and they acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 28 day of June, 2002.

(print name)
(Commission No.)


NOTARY PUBLIC, STATE OF FLORIDA
JACK BROWN

RECORD & RETURN TO:

THIS INSTRUMENT PREPARED BY:
DAVID J. SCHOTTENFELD, ESQ.
DAVID J. SCHOTTENFELD, P.A.
7520 N.W. 5th St., Suite 203
Plantation, Florida 33317
(954) 316-5033

PROPOSED AMENDMENT TO 1994 AMENDMENT
TO ARTICLE XXVI - LIMITATION ON SALE OR LEASE OF
CONDOMINIUM UNITS
OF THE DECLARATION OF CONDOMINIUM OF
CYPRESS 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.

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 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.

A. With the exception of transfer of ownership of any condominium unit by one spouse to another, 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. In connection with any proposed lease or sale of a condominium unit, the Association shall have the right to charge a transfer fee in an amount equal to the maximum sum 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 such 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.

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 its intention to exercise its option to purchase or provide a substitute purchaser for the condominium unit. In that 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 any 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 and the Association disapproves 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 occupancy. 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 as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

B. Any owner who wishes to make a gift of his condominium unit ownership or any interest therein to any person or persons other than the spouse of the owner shall give to the Association not less than 30 days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift and such other information as the Association may reasonably require, including, but not limited to, the completion of any application furnished or made available by the Association, a personal interview and such additional personal or financial information as the Association may require. The Association shall at all times have an option to purchase or provide a substitute purchaser for such condominium unit ownership or interest therein for cash at fair market value to be agreed upon by the parties and, if not so agreed upon as hereinafter provided, to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. If, within 15 days after the expiration of said period, the owner-donor and the Association cannot agree on the fair value of the unit, then a real estate appraiser satisfactory to both the owner and the Association shall be designated to establish the fair market value of the unit. In the event that the owner-donor and the Association cannot agree upon a single real estate appraiser satisfactory to both of them within an additional 10 day period, then each of them shall select a real estate appraiser within ten days and the two appraisers shall select a third, and the three appraisers so chosen shall act as a board of arbitration. Within 30 days after the appointment of said arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the condominium unit ownership or interest therein shall expire 30 days after the date of receipt by it of such notice. The Association shall, at all times, have the option to withdraw its exercise of its option to purchase or provide a substitute purchaser for the condominium unit, in which case the Association shall consent to the making of the gift as originally requested by the owner.

C. In the event any condominium unit owner dies leaving a

will devising his condominium unit or any interest therein to any person or persons other than the surviving spouse of the owner, or dies intestate and, at the time of death, the heirs-at-law of the decedent under the laws of intestate succession are other than the surviving spouse of the decedent, the Association shall have an option to purchase or provide a substitute purchaser for (to be exercised in the manner hereinafter set forth) said condominium unit ownership or interest therein, either from the devisee or devisees or distributees thereof, or, if a power of sale is conferred by said will upon the personal representative acting pursuant to said power, for cash at fair market value, which is to be determined in the manner hereinabove described provided in the event of a proposed gift. Within 30 days after the appointment of a personal representative for the estate of a deceased owner, the Association and the personal representative shall agree upon the fair market value of the deceased owner's unit on the date of death of the deceased owner, if they are able to do so. If the Association and the personal representative are not able to agree on the fair market value, then they shall mutually select a real estate appraiser to act as an arbitrator, to make an appraisal and to establish the fair market value. In the event that the personal representative and the Association are unable to select such a real estate appraiser satisfactory to both of them, then each shall select an appraiser and the two appraisers shall select a third, and the three appraisers so chosen shall determine the fair market value. Within 30 days after the appointment of the arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Association and to said devisee or devisees or distributees or personal representative, as the case may be. The Association's right to purchase or provide a substitute purchaser for the unit or interest therein at the price determined by the arbitrator(s) shall expire 30 days after the date of receipt by it of such notice, if the personal representative of the deceased owner is empowered to sell, and shall expire 3 months after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which is held pursuant to an order or direction of the Court having jurisdiction over that portion of the deceased owner's estate which contains his unit or interest therein. The Association shall, at all times, have the option to withdraw its exercise of its option to purchase or provide a substitute purchaser for the condominium unit, in which case the Association shall consent to the transfer of the interest by devised or by intestacy as provided by law or by the deceased

owner's will.

Should the interest of a unit owner or developer become the subject of a bona fide first mortgage in favor of an institutional mortgage lender, as security in good faith or for value, the holder of such mortgage, upon becoming the owner of such interest through foreclosure, judicial foreclosure sale or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest; and the transfer of the fee ownership of said unit, or the lease thereof by such mortgage holder, may be accomplished without the prior approval of the Association and without any right of first refusal or option to purchase in the Association, notwithstanding any provisions of this Declaration of Condominium; but such mortgage holder shall sell or lease, and the purchaser or lessee shall take, subject to all of the other provisions of this Declaration of Condominium and the Exhibits attached hereto. As utilized herein, and as utilized throughout this Declaration of Condominium, the term "institutional mortgage lender" shall mean a mortgage lender holding a first mortgage and shall be limited to a federal or state savings and loan association, a national or state commercial bank, an insurance company, a real estate investment trust, a real estate mortgage trust, a recognized pension trust, a savings bank and the like.

THIS CONSTITUTES A SUBSTANTIALLY RE-WRITTEN VERSION OF A SECTION OF THE DECLARATION OF CONDOMINIUM. REFER TO ARTICLE XXVI AND 1994 AMENDMENT THEREOF OF THE DECLARATION FOR A COMPARISON.

PROPOSED AMENDMENT TO 1994 AMENDMENT
TO ARTICLE XXVI - LIMITATION ON SALE OR LEASE OF
CONDOMINIUM UNITS
OF THE DECLARATION OF CONDOMINIUM OF
CYPRESS 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.

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 tenantable, 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. 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.

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. 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 such 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.

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 that 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 any 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 renewal of a permitted lease hereunder and the Association disapproves 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. 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 as 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.

B. Any owner who wishes to make a gift of his condominium unit ownership or any interest therein to any person or persons other than the spouse of the owner shall give to the Association not less than 30 days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift and such other information as the Association may reasonably require, including, but not limited to, the completion of any application furnished or made available by the Association, a personal interview and such additional personal or financial information as the Association may require. The Association shall at all times have an option to purchase or provide a substitute purchaser for such condominium unit ownership or interest therein for cash at fair market value to be agreed upon by the parties and, if not so agreed upon as hereinafter provided, to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. If, within 15 days after the expiration of said period, the owner-donor and the Association cannot agree on the fair value of the unit, then a real estate appraiser satisfactory to both the owner and the Association shall be designated to establish the fair market value of the unit. In the event that the owner-donor and the Association cannot agree upon a single real estate appraiser satisfactory to both of them within an additional 10 day period,

then each of them shall select a real estate appraiser within ten days and the two appraisers shall select a third, and the three appraisers so chosen shall act as a board of arbitration. Within 30 days after the appointment of said arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the condominium unit ownership or interest therein shall expire 30 days after the date of receipt by it of such notice. The Association shall, at all times, have the option to withdraw its exercise of its option to purchase or provide a substitute purchaser for the condominium unit, in which case the Association shall consent to the making of the gift as originally requested by the owner.

C. In the event any condominium unit owner dies leaving a will devising his condominium unit or any interest therein to any person or persons other than the surviving spouse of the owner, or dies intestate and, at the time of death, the heirs-at-law of the decedent under the laws of intestate succession are other than the surviving spouse of the decedent, the Association shall have an option to purchase or provide a substitute purchaser for (to be exercised in the manner hereinafter set forth) said condominium unit ownership or interest therein, either from the devisee or devisees or distributees thereof, or, if a power of sale is conferred by said will upon the personal representative acting pursuant to said power, for cash at fair market value, which is to be determined in the manner hereinabove described provided in the event of a proposed gift. Within 30 days after the appointment of a personal representative for the estate of a deceased owner, the Association and the personal representative shall agree upon the fair market value of the deceased owner's unit on the date of death of the deceased owner, if they are able to do so. If the Association and the personal representative are not able to agree on the fair market value, then they shall mutually select a real estate appraiser to act as an arbitrator, to make an appraisal and to establish the fair market value. In the event that the personal representative and the Association are unable to select such a real estate appraiser satisfactory to both of them, then each shall select an appraiser and the two appraisers shall select a third, and the three appraisers so chosen shall determine the fair market value. Within 30 days after the appointment of the arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Association and to said devisee or devisees or distributees or personal representative, as the case may be. The Association's right to purchase or provide a substitute purchaser for the unit or interest therein at the price determined by the arbitrator(s) shall expire 30 days after the date of receipt by it of such notice, if the personal representative of the deceased owner is empowered to sell,

and shall expire 3 months after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which is held pursuant to an order or direction of the Court having jurisdiction over that portion of the deceased owner's estate which contains his unit or interest therein. The Association shall, at all times, have the option to withdraw its exercise of its option to purchase or provide a substitute purchaser for the condominium unit, in which case the Association shall consent to the transfer of the interest by devised or by intestacy as provided by law or by the deceased owner's will.

Should the interest of a unit owner or developer become the subject of a bona fide first mortgage in favor of an institutional mortgage lender, as security in good faith or for value, the holder of such mortgage, upon becoming the owner of such interest through foreclosure, judicial foreclosure sale or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest; and the transfer of the fee ownership of said unit, or the lease thereof by such mortgage holder, may be accomplished without the prior approval of the Association and without any right of first refusal or option to purchase in the Association, notwithstanding any provisions of this Declaration of Condominium; but such mortgage holder shall sell or lease, and the purchaser or lessee shall take, subject to all of the other provisions of this Declaration of Condominium and the Exhibits attached hereto. As utilized herein, and as utilized throughout this Declaration of Condominium, the term "institutional mortgage lender" shall mean a mortgage lender holding a first mortgage and shall be limited to a federal or state savings and loan association, a national or state commercial bank, an insurance company, a real estate investment trust, a real estate mortgage trust, a recognized pension trust, a savings bank and the like.

THIS CONSTITUTES A SUBSTANTIALLY RE-WRITTEN VERSION OF A SECTION OF THE DECLARATION OF CONDOMINIUM. REFER TO ARTICLE XXVI AND 1994 AMENDMENT THEREOF OF THE DECLARATION FOR A COMPARISON.

* THE UNDERLINED WORDING REPRESENTS ADDITIONS AND/OR CHANGES TO THE FOREGOING AMENDMENT.

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

CFN # 111534906
OR BK 49794 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 29th 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

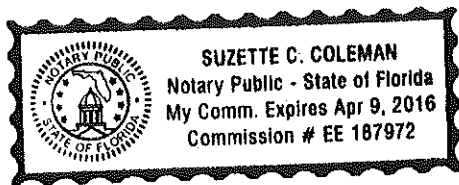
Jayne Wong
Witness (print name): Jayne Wong

By: Giuseppina Demuru
Giuseppina Demuru, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29th 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 FL DL

**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 i~~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 tenantable, 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.

.....