

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

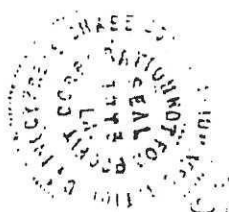
Now, therefore, it is resolved that the following By-Law be added to the existing By-Laws of Cypress Chase Condominium Association "D", Inc.

- (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

92 DEC 15 PM 12 13

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

STATE OF FLORIDA, SS;
COUNTY OF BROWARD,

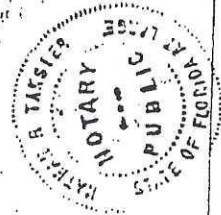
The foregoing instrument was acknowledged before me this 14th day of December, 1982, by Irving Warshaw as President, and Edna Ferster, as Secretary, respectively, of CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC., a Florida corporation Not-for-Profit, on behalf of the corporation.

Nathan R. Parker

Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My Commission Expires: 12/31/1985



NOTARY PUBLIC STATE OF FLORIDA AT LARGE

E. T. JOHNSON

OFF 10561PG 733

80-288337

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.
(A Corporation Not for Profit)

ADDITIONAL NEW 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. 1975.

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. A
2600 W 49th Ave
Lauderhill, Fla.
33313*

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OFF 9159 REG 289

17
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, CYRESS 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.

CYRESS CHASE CONDOMINIUM ASSOCIATION
"D", INC.

Elmore A. Cohen
Elmore A. Cohen, President

Lyra Marks (S.S.)
Lyra Marks, Secretary

STATE OF FLORIDA: Seal
COUNTY OF BREVARD:

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

Richard R. Paskin
Notary Public
State of Florida at Large

My Commission Expires: _____

REF 9159 REC 290

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 the 1994 Amendment to Article XXVI - Limitation on Sale or Lease of Condominium Units - 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 December 4, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 9 day of December, 2002, at Plantation, Broward County, Florida.

By: Elmore A. Cohen
President
Attest: Ethel M. Brown
Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME on this day personally appeared Elmore A. Cohen and Ethel M. 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 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 9 day of December, 2002.

Nancy Beth Krinick
NOTARY PUBLIC - STATE OF FLORIDA

(print name)
(Commission No.)

RECORD & RETURN TO:
 Nancy Beth Krinick
My Commission DD022225
Expires June 29, 2005

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.

Remove
see Adm
XXVI
April 3,
2013

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.

CYPRESS CHASE CONDOMINIUM ASSOCIATION

(A Corporation Not for Profit) also K/A 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.

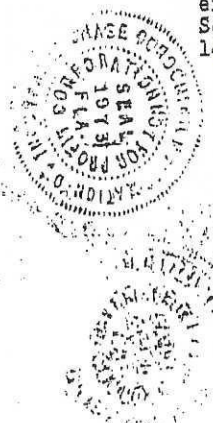
(1) There shall be no restrictions for the term of office that may be served by the Officer of the Board of Directors. That officers of the Board of Directors shall be able to succeed themselves to the same office.

*Cypress Chase Condominium Assoc
3600 N. W. 49th Ave
Lauderdale Lakes
Fla 33313*

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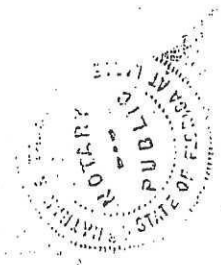
In witness whereof, CYPRESS CHASE CONDOMINIUM ASSOCIATION " " has caused these presents to be executed in its name by its President, and the Corporate Seal to be fixed and attested by its Secretary this 14th day of December, 1982.



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 Warshaw
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 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 7173, page 31, a Florida corporation Not-for-profit, on behalf of the corporation.

Kathleen F. 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 THRU 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*

83 JAN 11 PM 2:34

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(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.~~

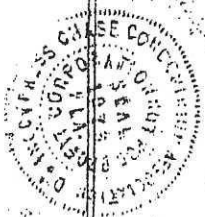
AMENDMENT #2

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.



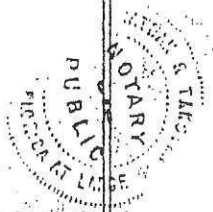
Irving Warsaw
IRVING WARSHAW, President

Edna Ferster
Edna Ferster, Secretary (SEAL)

REC 10608Pg 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 E. Parker

Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 4 1983
I AM NOT A GENERAL AGENT OR UNDERWRITER

My Commission Expires:

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

OFF 10608pg 543

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 Condo Assn.
2600 N.W. 49th Ave
Lauderdale Lakes Fla 33303*

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REC 10497 pg 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.

OFF
REC 10497 pg

44

AMENDMENT #2

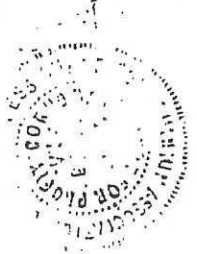
The word Review be substituted for Audit in Chap. 6 Par. 7 - which reads as follows:

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.

CYPRESS CHASE CONDOMINIUM ASSOCIATION
"D", INC.

Irving Warshaw
IRVING WARSHAW, PRESIDENT



Edna Ferster (SEAL)
EDNA FERSTER, Secretary

F. T. JOHNSON
NOTARY PUBLIC
STATE OF FLORIDA

STATE OF FLORIDA: SS:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of October, 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. Ferrier
Notary Public
State of Florida at Large

My Commission Expires: NOVEMBER 1, 1983 NOTARY PUBLIC STATE OF FLORIDA AT LARGE
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 1 1983
BONDED THRU GENERAL INS. UNDERWRITERS

REC 10497 PG 45

85- 2341

CERTIFICATE OF AMENDMENT

BY-LAWS

CYPRESS CHASE CONDOMINIUM ASSOCIATION "D", INC.

85 JAN 3 PM 3:14

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws, an exhibit to the Declarations of Condominium of Cypress Chase Condominium No. 7 and Cypress Chase Condominium No. 8 as described in Book 6742 at Page 546, and Book 7173 at Page 31 respectively of the Official Records of Broward County, Florida were duly adopted in the manner provided in Article VIII of the By-Laws, that is by proposal of the Board of Directors and approval by more than two-thirds (2/3) of the members of the Association.

IN WITNESS WHEREOF, we have affixed our hands this 27th day of December, 1984, at Laud. Lakes, Fla., Broward County, Florida.

By: Irving Warsaw
Irving Warsaw, President

Attest: Mira Marks
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

On this 27th day of December, 1984, personally appeared Irving Warsaw and Mira Marks, 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.

Kathleen A. Palmer
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 11/11/87
EXPIRES 11/11/87



Return to → 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

OFF 1224 C PAGE 05

13.00
PP

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.

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

REC 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