

DECLARATION OF CONDOMINIUM

76-186348

for

CYPRESS CHASE CONDOMINIUM NO. 7

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 and 4, 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 fifth 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 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. 7, which will be the fifth of the condominiums created by the 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. 7.

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. 7", pursuant to Chapter 711, 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 711, 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. Konin, of MYERS, KAPLAN, LEVINSOHN & KEHIN BRICKELL EXECUTIVE TOWER, 1425 BRICKELL AVENUE, MIAMI, FLORIDA 33131

Schedule 8 to Prospectus

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- (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 the expenses for which the unit owners are liable to the Association.
- (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 improvement 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

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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 Herbert A. Tobin & Associates, Inc., 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 "1".

### 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 and fourth of such condominiums (Phases I, II, III and IV, respectively) have already been created and are known as "Cypress Chase Condominium No. 1", "Cypress Chase Condominium No. 2", "Cypress Chase Condominium No. 3" and "Cypress Chase Condominium No. 4", respectively. The Developer has elected to proceed with Cypress Chase Condominium No. 7, Phase VII (this condominium), before proceeding with the dedication and development of Cypress Chase Condominiums Nos. 5 and 6 (Phases V and VI). Therefore the fifth condominium (this condominium), Phase VII, shall be known as "Cypress Chase Condominium No. 7". Subsequent to the creation of this condominium, the Developer shall create the succeeding phases, to be known as Phase VIII, which shall be the sixth condominium to be developed by the Developer upon the Entire Tract, and 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, VI and VIII 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. 7), as well as Cypress Chase Condominium No. 8, if, as and when created.

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The unit owners of all condominium units located within this Condominium (Cypress Chase Condominium No. 7) shall have the right to use and enjoy all of the common elements appurtenant to Cypress Chase Condominium No. 8 and appurtenant to all units therein, if, as and when same is created; and, in like manner, the unit owners of all units contained within Cypress Chase Condominium No. 8, if, as and when created, shall have the right to use and enjoy all of the common elements appurtenant to this Condominium (Cypress Chase Condominium No. 7). The establishment of reciprocal easements for such purposes and other purposes is herein-after set forth in Article IX.

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:**

Each condominium unit in this Condominium (Cypress Chase Condominium No. 7) shall be charged with that percentage of the common expenses and credited with that percentage of the common surplus which shall be equal to the percentage of ownership of the common elements appurtenant to each condominium unit, as set forth on Exhibit "D" attached hereto and made a part hereof; provided, however, that, in the event that the Developer shall hereafter create and record a declaration of condominium for Cypress Chase Condominium No. 8, so that both this Condominium and Cypress Chase Condominium No. 8 shall be governed, operated and managed

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by Cypress Chase Condominium Association "D", Inc., as hereinabove provided, then each condominium unit within this Condominium (Cypress Chase Condominium No. 7) and each condominium unit within Cypress Chase Condominium No. 8 shall be charged with that percentage of the common expenses and shall be credited with that percentage of the common surplus which is set forth on Exhibit "E" attached hereto and made a part hereof, it being the intention of the Developer that, if, as and when Cypress Chase Condominium No. 8 is created and the declaration of condominium therefor is recorded among the Public Records of Broward County, Florida, the common expenses and the common surplus of this Condominium (Cypress Chase Condominium No. 7) and the common expenses and common surplus of Cypress Chase Condominium No. 8 shall be pooled and shared in the percentages established in Exhibit "E", which is attached hereto and made a part hereof.

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, VI and VIII 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, VI and VIII, 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, VI and VIII, 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, VI and VIII, 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. 7) 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. 7) (Phase VII 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. 7) that percentage of undivided interest in and to the common elements

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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 112 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:

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- (1) "Condominium Units" shall mean and comprise the 112 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.

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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 "I"), the bylaws of the association (attached hereto as Exhibit "T") 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").

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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 to be known as Cypress Chase Condominium No. 8, if, as and when declared and created by the Developer on property adjoining this Condominium property, 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, if, as and when the Developer shall create Phase VIII of the over-all plan, to be known as Cypress Chase Condominium No. 8, by the recording of a Declaration of Condominium therefor among the Public Records of Broward County, Florida, such Declaration shall contain 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. 7 (Phase VII), to the end that both Declarations made and recorded by the Developer pursuant to the over-all plan shall 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. 7) 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

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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.

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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.

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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 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. 8, if, as and when the latter condominium is created and declared by the Developer and the Declaration of Condominium thereof is recorded 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 by-laws and the rules and regulations promulgated by the Association from time to time. True copies of the articles of incorporation and the by-laws 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 "I", "J" and "K", 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. 7) and for the benefit of the unit owners of Cypress Chase Condominium No. 8, when and if the latter is 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.

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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

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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.

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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

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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.

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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. Casually 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

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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

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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

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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 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-

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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

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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 tenable, whichever shall first occur, no condominium unit owner may dispose of a condominium unit or any interest therein by sale, lease or otherwise, except for a transfer by one spouse to another, without approval of the board of directors of the Association obtained in the 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

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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.

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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.

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.

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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 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 provision 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

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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 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:

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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 initially be in the proportions set forth in Exhibit "D" attached hereto (same being in accordance with the ratio which the percentage of ownership of each such unit in the common elements bears to the common elements as a whole); provided, however, that, in the event that the Developer shall create Cypress Chase Condominium No. 8 by recording a Declaration of Condominium therefor among the Public Records of Broward County, Florida, as set forth in Article III hereof, then and in that event the assessments made against each condominium unit and the owners thereof for common expenses by the Association shall be in the proportion set forth in Exhibit "E" hereto attached (so that each condominium unit and unit owner shall be assessed in accordance with the ratio which said unit's appurtenant interest in the combined common elements of this Condominium and Cypress Chase Condominium No. 8 bears to the combined total common elements of both of said condominiums). 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 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.

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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. 8, if same has been 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.

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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

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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.

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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".

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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 in which such Declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any 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, whichever shall be the later date; provided, however, that, during such period, the Developer shall pay, in lieu of such share of common expenses, a sum equal to the actual amount of the actual operating expenditures during such period equal to the total assessments made by the Association against owners of condominium units other than the Developer, provided that such sum shall not exceed the assessments made to other unit owners for like units. The actual operating expenditures, 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.

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XXIX.

TERMINATION

A. 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

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