78-263460

FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This First Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September, 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase IX to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase IX to this Condominium, the location of which was shown and described on Exhibit J to the Declaration and is more particularly described on Exhibit A to this First Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for Phase IX, which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part hereof, is Exhibit A to this First Amendment, which constitutes the survey exhibit for Phase IX as follows:

Exhibit A - Page 1: Legal Description, Certification and Plot Plan.

Page 2: Floor Plan - First Floor.

Page 3: Floor Plan - Second Floor.

This Survey Exhibit represents the final survey exhibit for Phase IX and delineates the units constituting Phase IX, together with the legal description of the land, a plot plan, survey, and floor plan, showing each unit and identifying each by number designation (i.e., 9-101, 9-102, 9-103, 9-104, 9-201, 9-202, 9-203, and

9-204). Each unit, together with appurtenances thereto constitutes a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, was incorporated in and filed with the Declaration in the first instance.

2. Article I of the Declaration is amended so that, in addition to Phase X, the Developer states and declares that the real property described on Exhibit A to this First Amendment is also submitted to condominium form of ownership.

3. The owners of the Condominium Units, described in Exhibit A to this First Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration, and shall acquire a voting right as set forth in Article IV of the Declaration. The Condominium Unit Owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expense and common surplus as set forth in Article VI of the Declaration.

4. This First Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth in Exhibit A attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this First Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 3rd day of October, 19 78, and caused its seal to be affixed hereto.

Signed, sealed and delivered in the presence of:

Betty Dorney

Marsha Durrum

TOLL DEVELOPMENT CORP.

By: [signature]

Attest: [signature]

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said county and state, personally appeared EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary, respectively, of TOLL DEVELOPMENT CORP., a Florida corporation; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the county and state last aforesaid, this 3rd day of October, 1978.

Notary Public, State of Florida at Large

My commission expires:

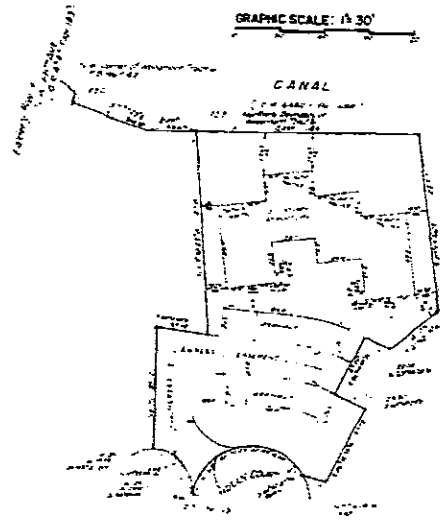
[illegible] at Large
[illegible] June 3, 1981
[illegible] Agency

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT A PHASE IX

GRAPHIC SCALE: 1" = 30'



N

29TH SEPTEMBER

SHEET 1 OF 3 SHEETS

CRAVEN-THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5801 NW 31 AVENUE FORT LAUDERDALE FLORIDA 33309 (305) 971 7770

THE CYPRESS AT WOODMONT

A CONDOMINIUM

BUILDING NO 9

EXHIBIT A PHASE IX

77
63
73

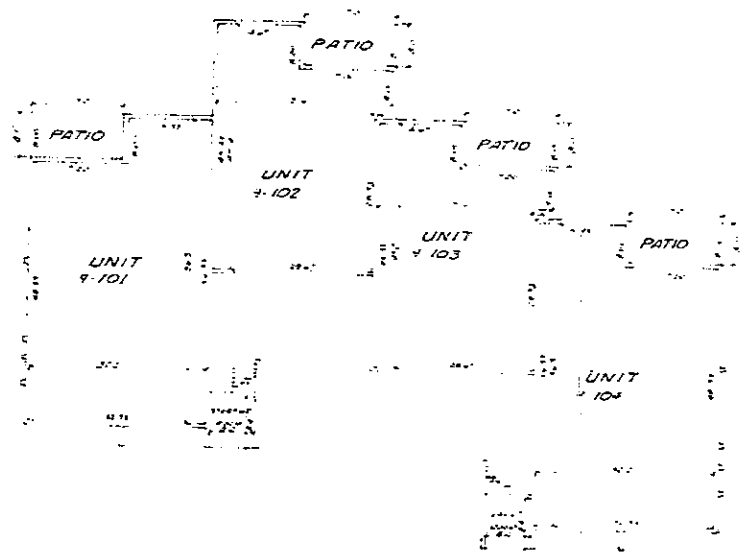
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT A

PHASE IX

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION 12.80
PROPOSED FINISHED CEILING ELEVATION 20.93

NOTES:

ALL WALLS ARE OUT 4½" WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION 12.80'

FINISHED CEILING ELEVATION 19.8

ELEVATIONS ARE SHOWN TO NEAREST 0.01'

ALL DIMENSIONS ARE SHOWN TO NEAREST 0.01' — ALSO DENOTES AS-BUILT DIMENSIONS

LOST THE TITLE

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

Field As Built	5-10-2000		

EXHIBIT A PHASE IX

BUILDING NO. 9

PLAN OF 1ST FLOOR

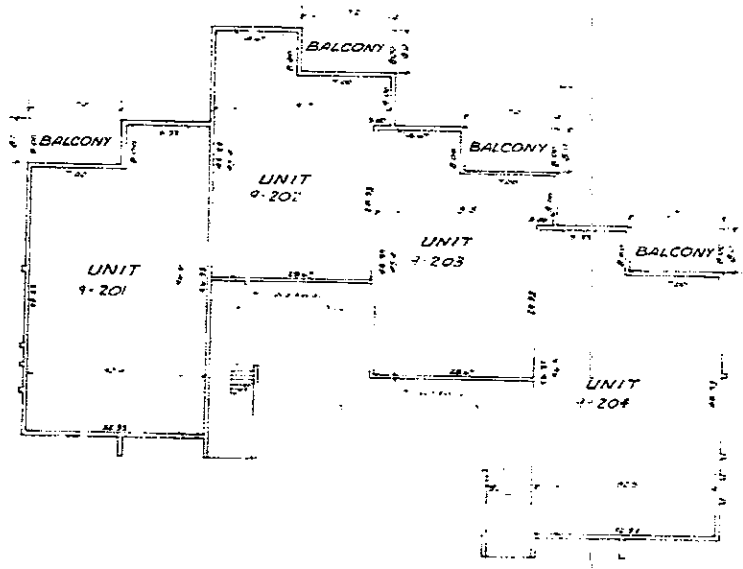
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT A

PHASE II

GRAPHIC SCALE 1 INCH = 8 FEET



N

PROPOSED FINISHED FLOOR ELEVATION: 21.47

PROPOSED FINISHED CEILING ELEVATION: 29.31

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: [illegible]

FINISHED CEILING ELEVATION: [illegible]

PROPOSED DIMENSIONS ARE SHOWN TO NEAREST 0.01

AS BUILT DIMENSIONS ARE SHOWN TO NEAREST 0.10. • ALSO DENOTES AS-BUILT DIMENSIONS

INTERIOR DIMENSIONS ARE SHOWN FROM BLOCK WALL TO BLOCK WALL.

RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA
R. H. KAUTH
COUNTY ADMINISTRATOR

SHEET 3 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT A PHASE II

BUILDING NO. 9

PLAN OF 2ND FLOOR

'77 03 2

PREPARED BY & RETURN TO:
GEOFFREY S. MOMBACH
GPEAR, DEUSCHLE & CURRAN, P.A.
3554 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33308

78-334551

SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This Second Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September, 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the First Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 3rd day of October, 1978, and recorded the same on the 10th day of October, 1978, in O. R. Book 7811, page 688, of the Public Records of Broward County, Florida, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phases V and VIII to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phases V and VIII to this Condominium, the location of which was shown and described on Exhibits F and I, respectively, to the Declaration and is more particularly described on Exhibit A to this First Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibits A and B (the Survey Exhibits) for Phases V and VIII, respectively, which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part hereof, are Exhibits A and B to this Second Amendment, which constitutes the survey exhibits for Phases V and VIII, respectively, as follows:

Exhibits A and B	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

Dec 19 2 32 PM '78

BK 7937 PAGE 441

26.

These Survey Exhibits represent the final survey exhibits for Phases V and VIII, and delineate the units constituting Phases V and VIII, together with the legal description of the land, a plot plan, survey, and floor plan, showing each unit and identifying each by number designation (i.e., 5-101, 5-102, 5-103, 5-104, 5-201, 5-202, 5-203, 5-204; 8-101, 8-102, 8-103, 8-104, 8-201, 8-202, 8-203, and 8-204).

Each unit, together with appurtenances thereto constitutes a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibits A and B were incorporated in and filed with the Declaration in the first instance.

2. Article I of the Declaration is amended so that, in addition to Phase X, the Developer states and declares that the real property described on Exhibits A and B to this Second Amendment is also submitted to condominium form of ownership.

3. The owners of the Condominium Units, described in Exhibits A and B to this First Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration, and shall acquire a voting right as set forth in Article IV of the Declaration. The Condominium Unit Owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expense and common surplus as set forth in Article VI of the Declaration.

4. This Second Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth in Exhibits A and B attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, have executed this Second Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 15th day of December, 1978, and caused its seal to be affixed hereto.

Signed, sealed and delivered in the presence of:

Jacqueline C. Lehman

Ingrid M. Schmidt

TOLL DEVELOPMENT CORP.

By: [signature]

Attest: [signature]

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said county and state, personally appeared EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary, respectively, of TOLL DEVELOPMENT CORP., a Florida corporation; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the county and state last aforesaid, this 15 day of December, 1978.

Ingrid M. Schmidt
Notary Public

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 21, 1979

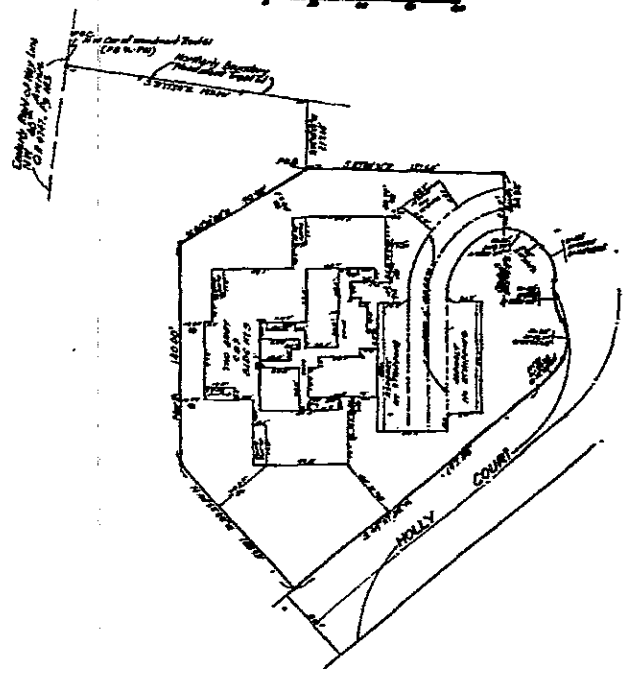
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT F PHASE V

GRAPHIC SCALE:

N



NOTES:

1. The boundaries shown hereon are based on N.G.V.D. mean sea level datum.
2. For all other pertinent information, please refer to the Declaration of Condominium.
3. These plans were compiled from drawings furnished by Pierce, Crawford & Associates, dated September 12, 1997.

CERTIFICATION:

This certification, made this 13TH day of DECEMBER 1998, by the undersigned surveyor, is made in compliance with Section 718.104(4)(e) of the 1991 Florida Statutes, effective January 1, 1991, and is a certification that the survey and plot plan, descriptions, and plans and other graphic or pictorial materials and the identification of the apartments in that particular building and the common elements and limited common elements of the condominium, including the apartment presently to be occupied by the caretaker, attached to the Declaration of Condominium of the Cypress at Woodmont, a Condominium, fairly and accurately represent the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

REGISTERED LAND SURVEYOR
NO. 3707
STATE OF FLORIDA

SHEET 1 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS · PLANNERS · SURVEYORS
OFFICE: FORT LAUDERDALE · MIAMI · WEST PALM BEACH · PORT SAINT LUCIE · PLANTATION

UPDATES	DATE	BY	DATE
FINAL AS BUILT			

SCALE: 1"=30'
BY: DCO
CK: WW
DATE: 7-14-98
FB: 207 PG 44
JOB NO: 77-0373

THE CYPRESS AT WOODMONT
A CONDOMINIUM
BUILDING NO. 5
EXHIBIT F PHASE V

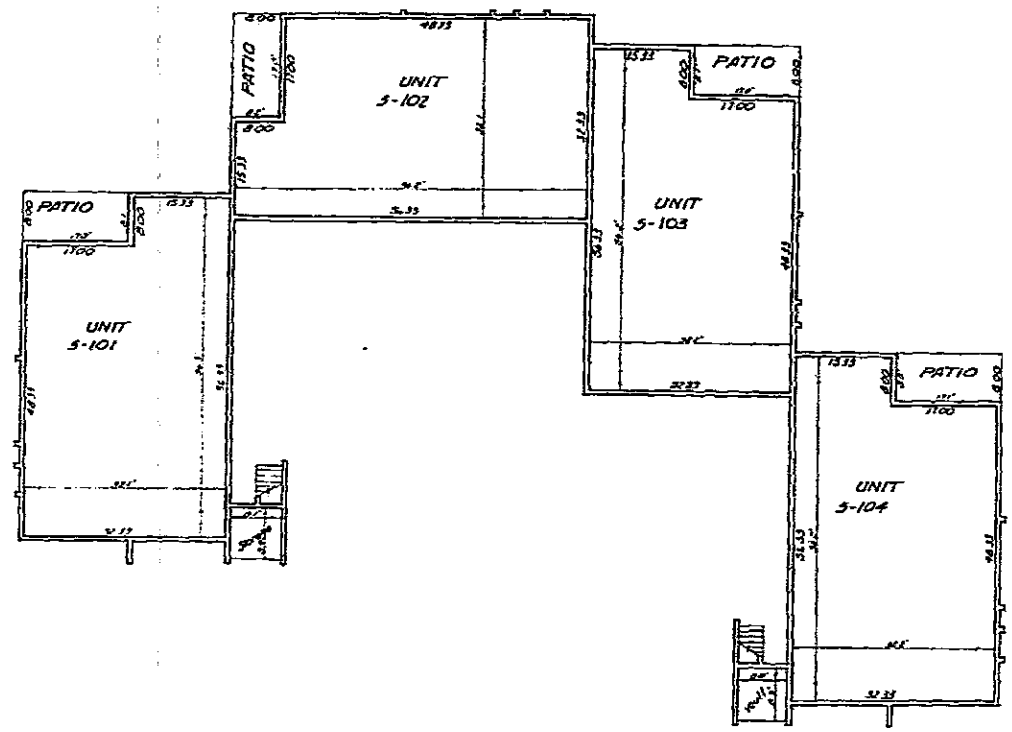
77-0373

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT F

PHASE V



Proposed Finished Floor Elevation 12.90

Proposed Finished Ceiling Elevation 20.03

NOTES:

All walls are 0.67 feet wide unless otherwise noted

Finished Floor Elevation 12.87

Finished Ceiling Elevation 20.07

Proposed Dimensions are shown to the nearest tenth of a foot

As built Dimensions are shown to the nearest tenth of a foot

SHEET 2 of 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT F PHASE V

BUILDING NO 5

PLAN OF 1st FLOOR

FILE NO 77

3

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT F

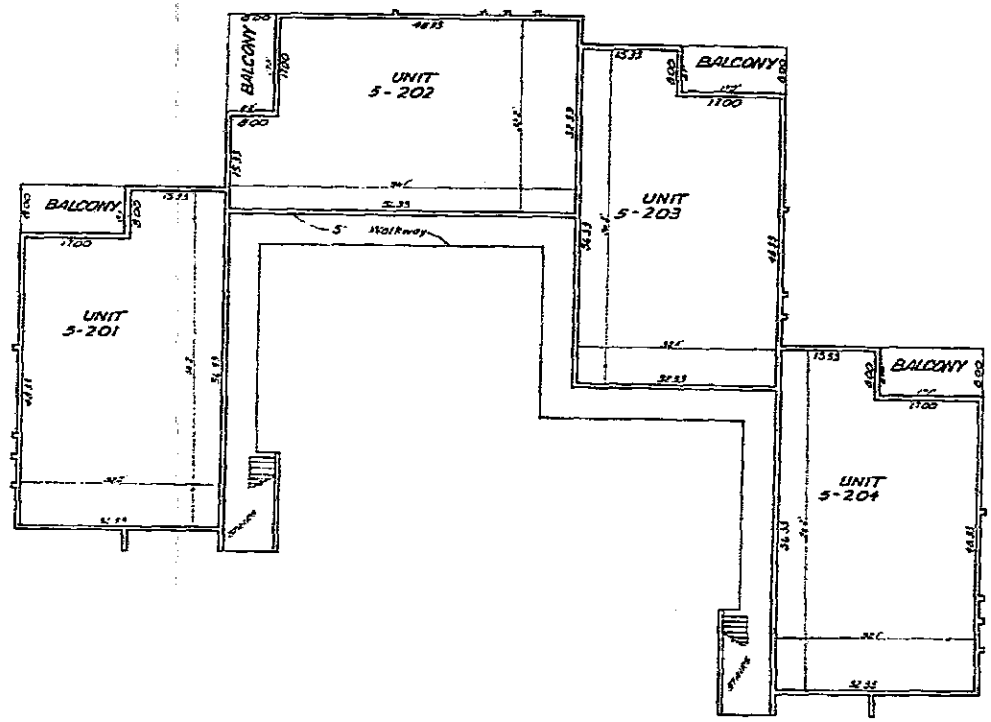
PHASE V

OR 7927 PG 145

GRAPHIC SCALE FEET

0 8 16 24

N



Proposed Finished Floor Elevation 21.57

Proposed Finished Ceiling Elevation 29.61

NOTES:

All walls are 0.67 feet wide unless otherwise noted

Finished Floor Elevation

Finished Ceiling Elevation

Proposed Dimensions are shown to the nearest 0.01 fraction of a foot

As built Dimensions are shown to the nearest 0.01 fraction of a foot

SHEET 3 of 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

5801 NW 31st Avenue, Ft Lauderdale, Florida

EXHIBIT F PHASE V

BUILDING NO 5

PLAN OF 2nd FLOOR

77

3

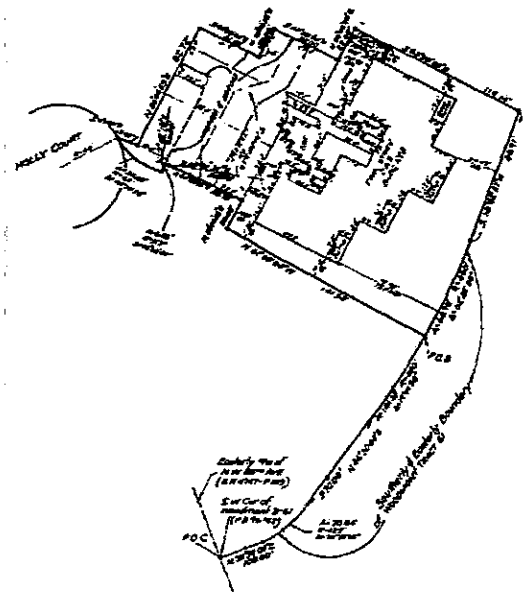
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT I PHASE VIII

GRAPHIC SCALE: 1" = 30'

N



DESCRIPTION: PHASE EIGHT

[illegible]

NOTES:

1. [illegible]
2. [illegible]
3. [illegible]

SEAL

CERTIFICATION

This certification, made this 13th day of DECEMBER [illegible] by the undersigned [illegible] hereby certifies that the construction of Building No. 6 of the [illegible] Condominium, as shown on the plans and specifications, [illegible] and that the construction of the improvements to the Building, together with the wiring, plumbing, heating and air conditioning facilities and equipment related thereto, and the construction of the improvements to the Common Elements in and the construction of the improvements to the Building including the Condominium property to be occupied by the handicapped in accordance with the provisions of the regulations of the Federal Housing Administration, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

[illegible]
REGISTERED LAND SURVEYOR
NO. [illegible]
STATE OF FLORIDA

SHEET 1 OF 3 SHEETS

CRAVEN-THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
5901 N.W. 31 AVENUE · FORT LAUDERDALE · FLORIDA 33309 · (305) 971-7770

[illegible]	[illegible]	[illegible]	[illegible]

SCALE 1"=30'
BY D.C.G.
CK. W.W.
DATE 3-14-78
REVISED [illegible]
JOB NO. 77-0373

THE CYPRESS AT WOODMONT
A CONDOMINIUM
BUILDING NO. 6
EXHIBIT I PHASE VIII

FILE NO. 77-0373

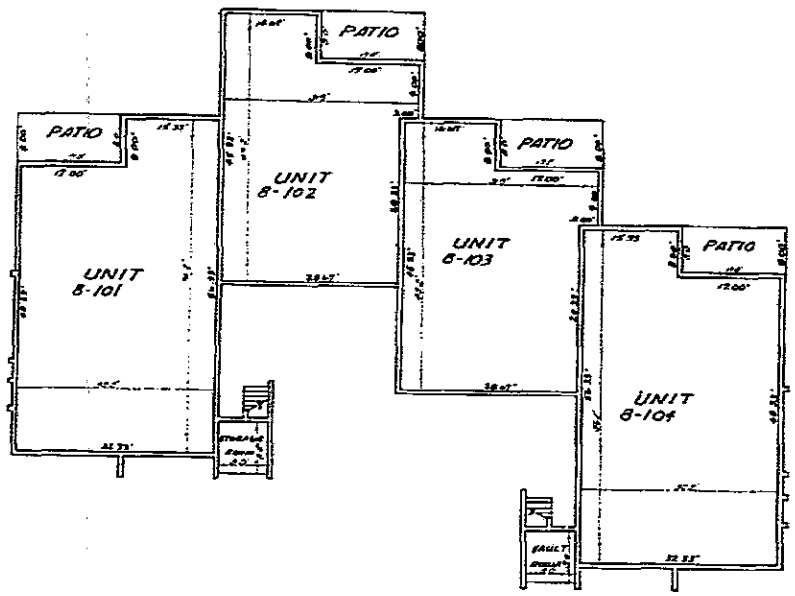
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT I

PHASE VIII

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 12.60

PROPOSED FINISHED CEILING ELEVATION: 20.93

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED.

FINISHED FLOOR ELEVATION: [illegible]

FINISHED CEILING ELEVATION: [illegible]

Proposed Elevations are shown to the Nearest (to a) Tenth of a Foot

As-built Elevations are shown to the Nearest (to a) Hundredth of a Foot

Are Denote As-built Dimensions

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

3901 NW 9th Avenue, Ft. Lauderdale, Florida

UPDATES and/or REVISIONS	DATE	BY	CHK
Floor as Built	[illegible]	[illegible]	[illegible]

Scale 1" = 8'

Drn. [illegible]

Chk. [illegible]

Date 11-1977

File [illegible]

Job 77-3573

EXHIBIT I PHASE

BUILDING NO. 8

PLAN OF 1ST FLOOR

PAGE 77 OF 73

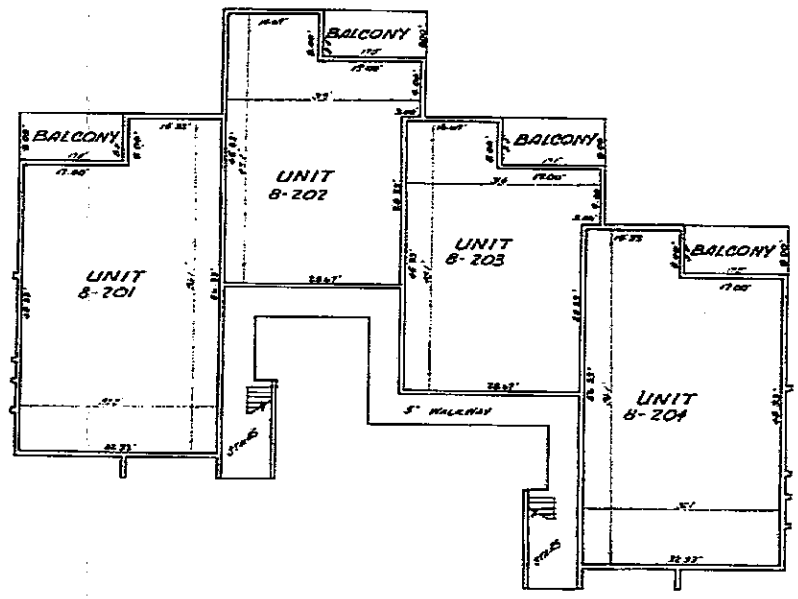
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT I

PHASE XIII

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 21.47

PROPOSED FINISHED CEILING ELEVATION: 29.51

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED.

FINISHED FLOOR ELEVATION: [illegible]

FINISHED CEILING ELEVATION: [illegible]

Proposed Dimensions are shown to the Nearest (1/2) Hundredth of a Foot

As built Dimensions are shown to the Nearest (1/2) Tenth of a Foot

Are Denotes As built Dimensions

SHEET 1 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

REVISED	DATE	BY	DATE
[illegible]	[illegible]	[illegible]	[illegible]

SCALE 1" = 8'
BY Cajundo
DATE 12.2.77
REVISED
JOB NO. 7207

EXHIBIT I PHASE XIII

BUILDING NO. 8

PLAN OF 2nd FLOOR

SHEET NO. 77 8 3 3

79- 43732

PREPARED BY & RETURN TO:
GEOFFREY S. MOMBACH
[illegible] P.A.
[illegible] HIGHWAY
[illegible], FLORIDA 33[illegible]

THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This Third Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 329, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the First Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 3rd day of October, 1978, and recorded the same on the 10th day of October, 1978, in O. R. Book 7811, page 688, of the Public Records of Broward County, Florida, and subsequently thereto executed that certain Second Amendment to the Declaration of Condominium on the 15th day of December, 1978, and recorded the same on the 19th day of December, 1978, in O. R. Book 7937, page 441, of the aforesaid Public Records, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase III to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase III to this Condominium, the location of which was shown and described on Exhibit D to the Declaration and is more particularly described on Exhibit A to this Third Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for Phase III which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Third Amendment, which constitutes the survey exhibits for Phase III as follows:

Exhibit A	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

OFF REC 8042 PAGE 273

These Survey Exhibits represent the final survey exhibits for Phase III and delineate the units constituting Phase III, together with the legal description of the land, a plot plan, survey and floor plan, showing each unit and identifying each by number designation (i.e., 3-101, 3-102, 3-103, 3-104, 3-201, 3-202, 3-203, and 3-204).

3. Each unit, together with appurtenances thereto constitute a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporate in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Third Amendment, is also submitted to condominium form of ownership.

5. The owners of the Condominium units, described in Exhibit A to this Third Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration. The Condominium unit owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expenses and common surplus as set for in Article VI of the Declaration.

6. This Third Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Third Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 13th day of February, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered
in the presence of:

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAINAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 13 day of February, 1979, in the State and County last aforesaid.

Notary Public

My commission expires:

(SEAL)

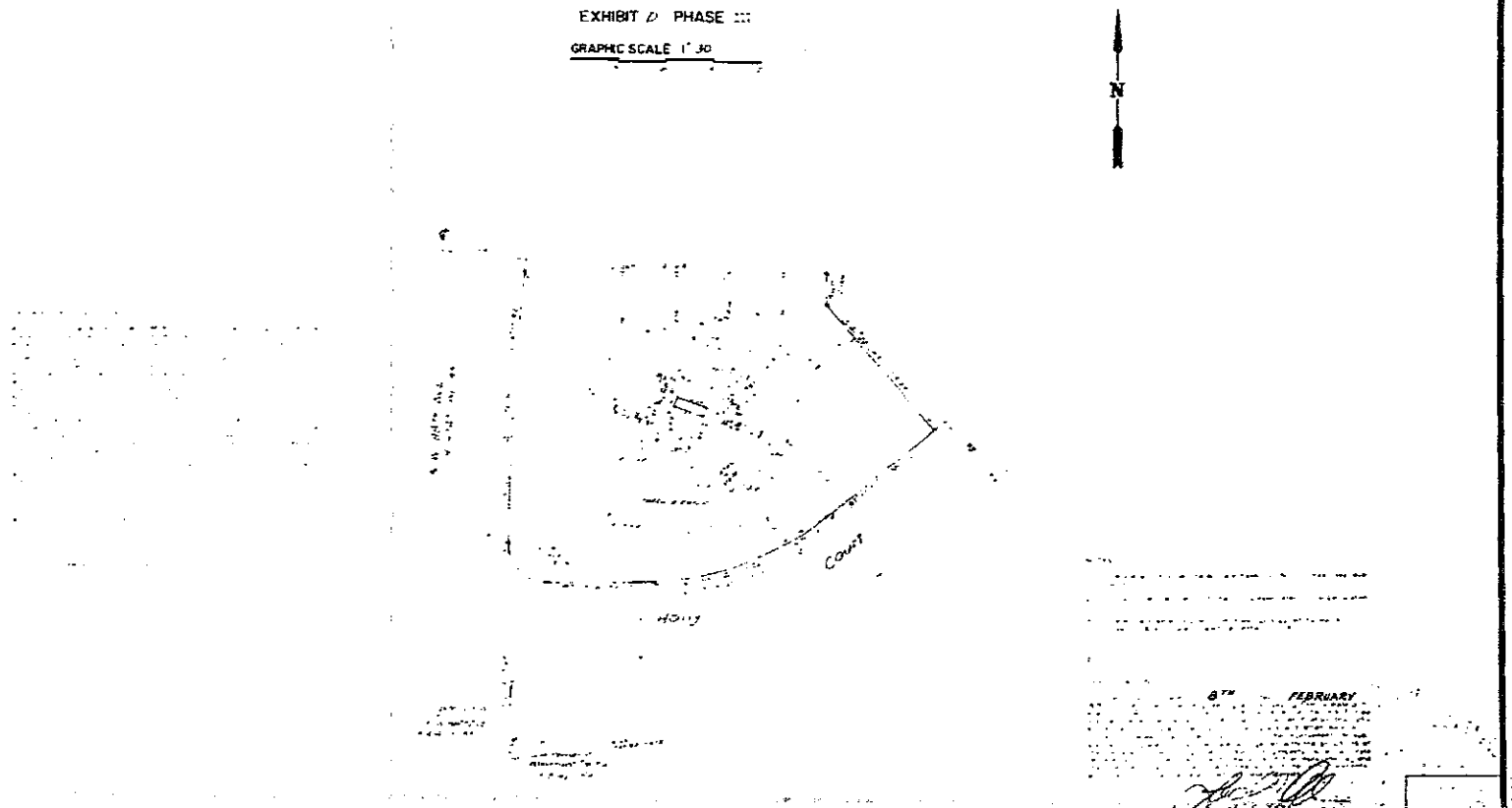
REC 8042 PAGE 274

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT D PHASE III

GRAPHIC SCALE 1" 30



SHEET OF SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

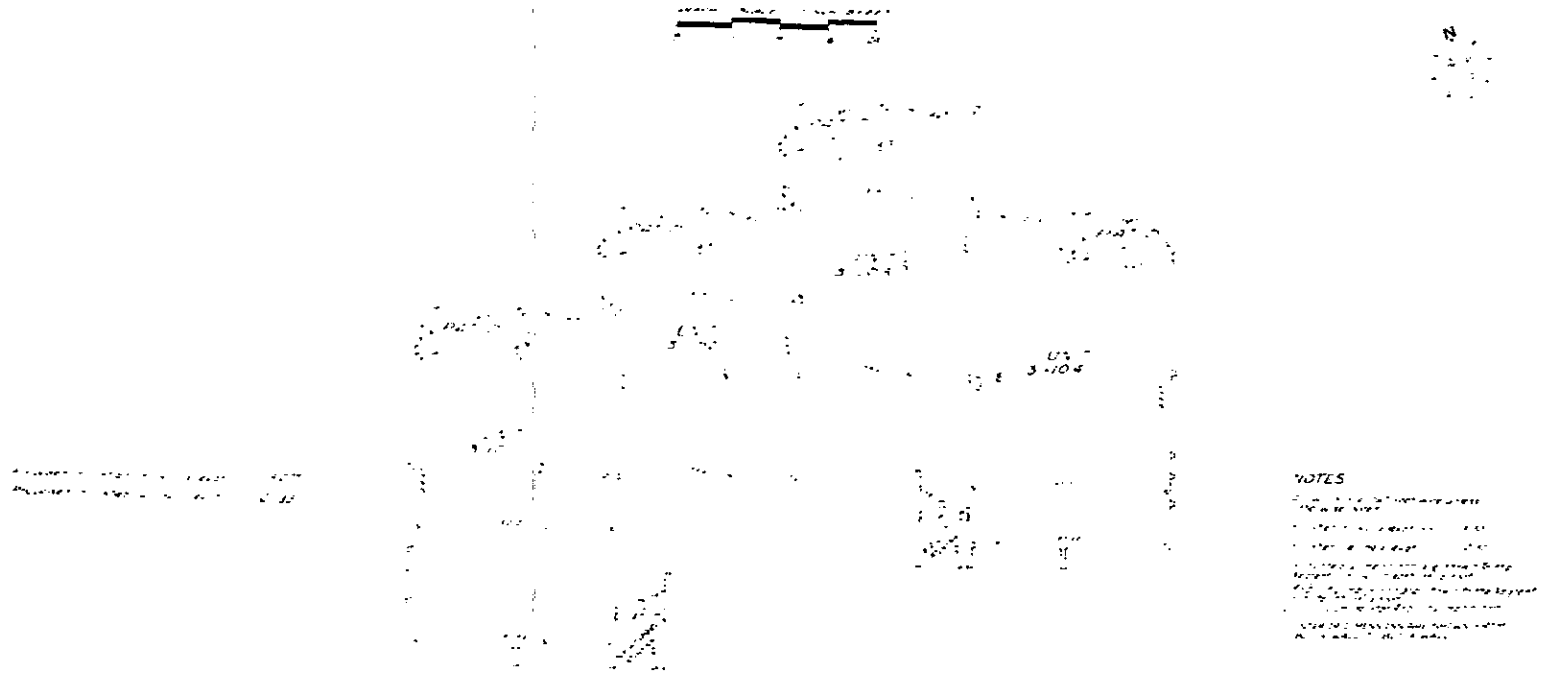
THE CYPRESS AT WOODMONT
A CONDOMINIUM
BUILDING NO 3
EXHIBIT PHASE III

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT

PHASE III



NOTES

SHEET OF SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

PHASE III

BUILDING 3

PLAN OF 1st FLOOR

THE CYPRESS AT WOODMONT

N

NOTES

CRAVEN · THOMPSON & ASSOCIATES, INC.

SHEET 1 OF 1 SHEETS

7

79- 62842

FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

PREPARED BY & RETURN TO:
GEOFFREY S. MOMBACH
SPEAR, BRUCKNER & CURRAN, P.A.
5854 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33308

This Fourth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the First Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 3rd day of October, 1978, and recorded the same on the 10th day of October, 1978, in O. R. Book 7811, page 688, of the Public Records of Broward County, Florida, and subsequently thereto executed that certain Second Amendment to the Declaration of Condominium on the 15th day of December, 1978, and recorded the same on the 19th day of December, 1978, in O. R. Book 7937, page 441, of the aforesaid Public Records, and thereafter executed that certain Third Amendment to the Declaration of Condominium on the 13th day of February, 1979, and recorded the same on the 13th day of February, 1979, in O. R. Book 8042, page 273, of the aforesaid Public Records, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase XI to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase XI to this Condominium, the location of which was shown and described on Exhibit L to the Declaration and is more particularly described on Exhibit A to this Fourth Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for Phase XI which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Fourth Amendment, which constitutes the survey exhibits for Phase XI as follows:

Exhibit A	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

16.00

These Survey Exhibits represent the final survey exhibits for Phase XI and delineate the units constituting Phase XI, together with the legal description of the land, a plot plan, survey and floor plan, showing each unit and identifying each by number designation (i.e., 11-101, 11-102, 11-103, 11-104, 11-201, 11-202, 11-203, and 11-204).

3. Each unit, together with appurtenances thereto constitute a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporate in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Fourth Amendment, is also submitted to condominium form of ownership.

5. The owners of the Condominium units, described in Exhibit A to this Fourth Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration. The Condominium unit owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expenses and common surplus as set for in Article VI of the Declaration.

6. This Fourth Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Fourth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 13th day of February, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered
in the presence of:

TOLL DEVELOPMENT CORP.

By:

Attest:

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 13 day of February, 1979, in the State and County last aforesaid.

Notary Public

(SEAL)

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 24, 1979.

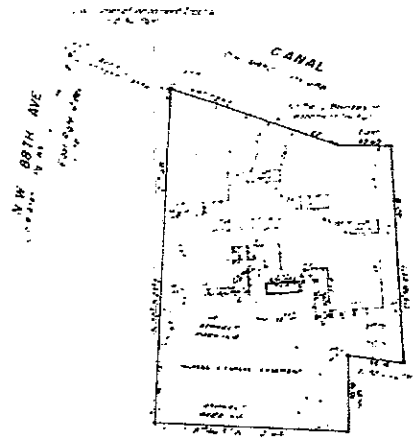
OFF REC 8066 PAGE 708

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT L PHASE XI

GRAPHIC SCALE 1" = 30'



N

23rd FEBRUARY

SHEET 1 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5901 N.W. 31 AVENUE FORT LAUDERDALE FLORIDA 33309 (305) 971-7270

THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT L PHASE XI

77 03 73

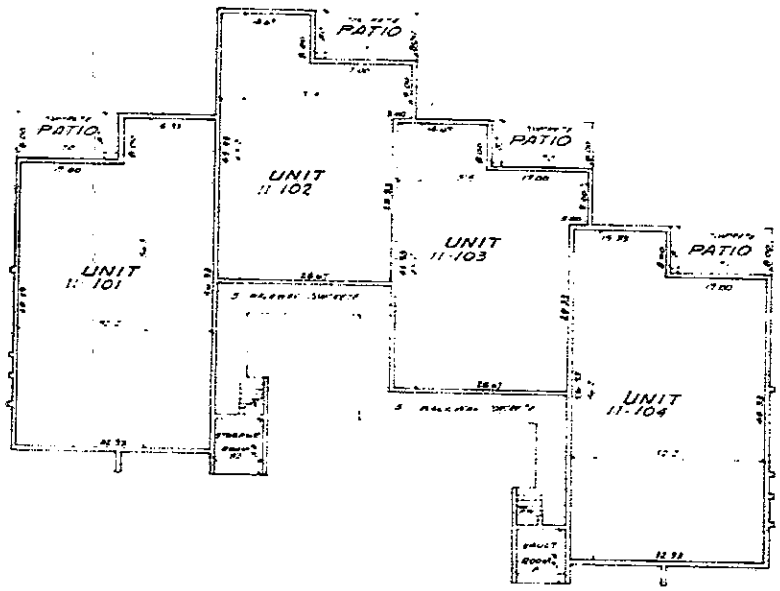
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT L

PHASE XI

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 17.90

PROPOSED FINISHED CEILING ELEVATION: 21.03

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: 17.90

FINISHED CEILING ELEVATION: 21.03

PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST (0.01) HUNDREDTH OF A FOOT

AS BUILT DIMENSIONS ARE SHOWN TO THE NEAREST (0.10) TENTH OF A FOOT

• AS BUILT DIMENSIONS AT EXTERIOR WALLS

INTERIOR DIMENSIONS ARE SHOWN FROM BLOCK WALL TO BLOCK WALL

SHEET 2 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

SCALE 1" = 8'

BY Quendo

DATE 11-21-77

JOB NO. 770373

EXHIBIT L PHASE XI

BUILDING NO. 11

PLAN OF 1ST FLOOR

FILE NO. 77

2 3 3

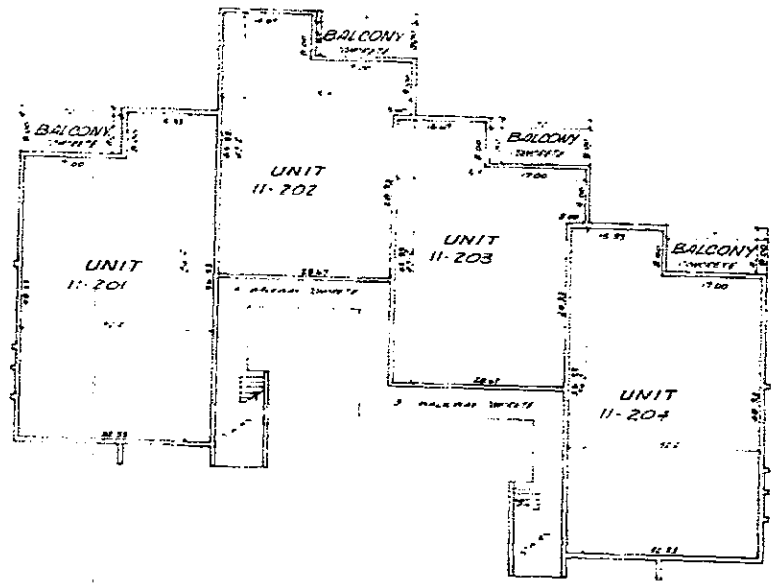
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT L

PHASE XI

GRAPHIC SCALE FINCHES & FEET



PROPOSED FINISHED FLOOR ELEVATION - 217.7

PROPOSED FINISHED CEILING ELEVATION 229.6

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED.

FINISHED FLOOR ELEVATION: 217

FINISHED CEILING ELEVATION: 229.6

PERIMETER DIMENSIONS ARE SHOWN TO THE NEAREST (0.01) TENTH OF A FOOT

UNIT DIMENSIONS ARE SHOWN TO THE NEAREST (0.01) TENTH OF A FOOT

INTERIOR DIMENSIONS ARE SHOWN FROM FACE WALLS TO FACE WALLS

RECORDED IN THE OFFICIAL RECORDS BOOK OF BREVARD COUNTY, FLORIDA

GRAHAM W. WATT

COUNTY ADMINISTRATOR

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT L PHASE II

BUILDING NO. 11

PLAN OF 2nd FLOOR

PAGE 17 OF 33

PREPARED BY & RETURN TO:
GEOFFREY S. MONBACH
SPEAR, DEUSCHLE & CURRAN, P.A.
5554 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33308

79-113162

FIFTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

'79 APR 12 PM 4:03

This Fifth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the First Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 3rd day of October, 1978, and recorded the same on the 10th day of October, 1978, in O. R. Book 7811, page 688, of the Public Records of Broward County, Florida, and subsequently thereto executed the following Amendments: That certain Second Amendment to the Declaration of Condominium on the 15th day of December, 1978, and recorded the same on the 19th day of December, 1978, in O. R. Book 7937, page 441, of the aforesaid Public Records; that certain Third Amendment to the Declaration of Condominium on the 13th day of February, 1979, and recorded the same on the 13th day of February, 1979, in O. R. Book 8042, page 273, of the aforesaid Public Records; that certain Fourth Amendment to the Declaration of Condominium on the 13th day of February, 1979, and recorded the same on the 27th day of February, 1979, in O. R. Book 8066, page 707, of the Public Records of Broward County, Florida; and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase II to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase II to this Condominium, the location of which was shown and described on Exhibit C to the Declaration and is more particularly described on Exhibit A to this Fifth Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for Phase II which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Fifth Amendment, which constitutes the survey exhibits for Phase II as follows:

Exhibit A:	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

OFF REC 8152 PAGE 278

These Survey Exhibits represent the final survey exhibits for Phase II and delineate the units constituting Phase II together with the legal description of the land, a plot plan, survey and floor plan, showing each unit and identifying each by number designation (i.e., 2-101, 2-102, 2-103, 2-104, 2-201, 2-202, 2-203, and 2-204).

3. Each unit, together with appurtenances thereto constitute a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporate in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Fifth Amendment, is also submitted to condominium form of ownership.

5. The owners of the Condominium units, described in Exhibit A to this Fifth Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration. The Condominium unit owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expenses and common surplus as set for in Article VI of the Declaration.

6. This Fifth Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Fifth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 6 day of April, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered in the presence of:

Bonnie Thompson

Ingrid N. Rehnert

TOLL DEVELOPMENT CORP.

By: [signature]

Attest: Kathleen Braiman

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 6 day of April, 1979, in the State and County last aforesaid.

Ingrid N. Rehnert

Notary Public

(SEAL)

My commission expires:
Notary Public State of Florida at Large.
My Commission Expires Nov. 21, 1979.

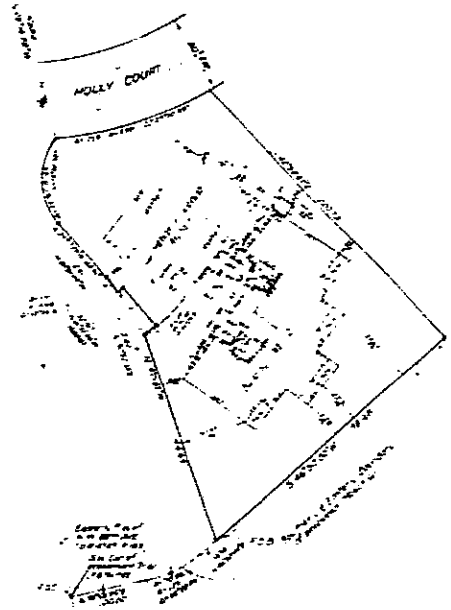
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT C PHASE II

GRAPHIC SCALE 1" = 30'

N



16 MARCH

SHEET 1 OF 4 SHEETS

CRAVEN-THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

FORT LAUDERDALE FLORIDA 33309 · (305) 971-7770

THE CYPRESS AT WOODMONT

A CONDOMINIUM

BUILDING NO 2

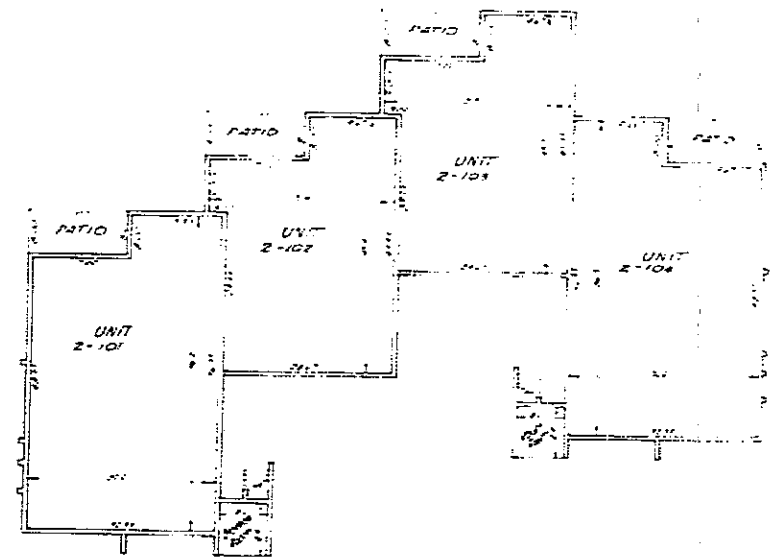
EXHIBIT C PHASE II

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT C

PHASE II



Proposed Finished Floor Elevation 18.03

Proposed Finished Ceiling Elevation 27.5

NOTES

SHEET 2 OF 4 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT - PHASE II

BUILDING NO 2

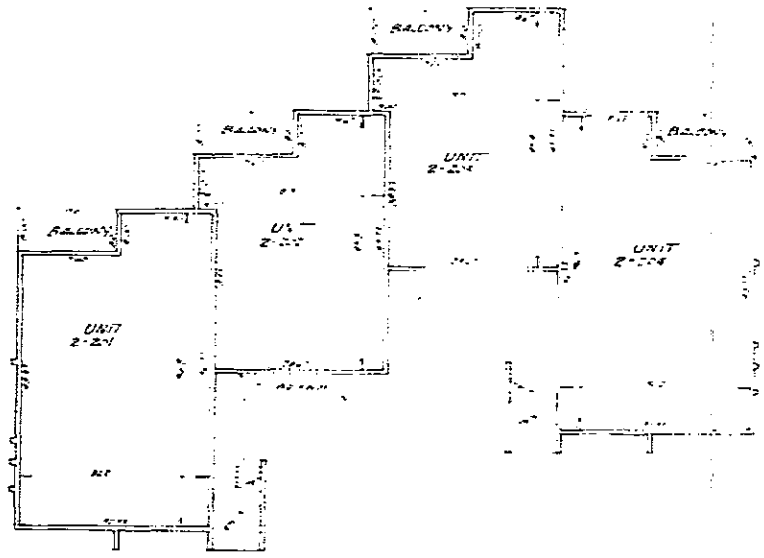
PLAN OF 1ST FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT C

PHASE II



Proposed Finished Floor Elevation [illegible]

Proposed Finished Ceiling Elevation [illegible]

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA

GRAHAM W. WATT

COUNTY ADMINISTRATOR

NOTES

SHEET [illegible] OF [illegible] SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT PHASE II

BUILDING NO 2

PLAN OF 2ND FLOOR

79-129429

SIXTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This Sixth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the following amendments to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM:

AMENDMENT	PHASE #	DATE RECORDED	O.R. BOOK	PAGE
First	IX	10-10-78	7811	688
Second	V and VIII	12-19-78	7937	441
Third	III	2-13-79	8042	273
Fourth	XI	2-27-79	8066	707
Fifth	II	4-12-79	8152	278

Each of the above Amendments have been recorded in the Public Records of Broward County, Florida, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase XII to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase XII to this Condominium, the location of which was shown and described on Exhibit M to the Declaration and is more particularly described on Exhibit A to this Sixth Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for Phase XII which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

'79 APR 27 PM 3:55

OR BK 8179 PAGE 596

16 00 A

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Sixth Amendment, which constitutes the survey exhibits for Phase XII as follows:

Exhibit A:	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

This Survey Exhibit represents the final survey exhibit for Phase XII and delineates the units constituting Phase XII together with the legal description of the land, a plot plan, survey and floor plan, showing each unit and identifying each by number designation (i.e., 12-101, 12-102, 12-103, 12-104, 12-201, 12-202, 12-203, and 12-204).

3. Each unit, together with appurtenances thereto, constitutes a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporate in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Sixth Amendment, is also submitted to condominium form of ownership.

5. The owners of the Condominium units, described in Exhibit A to this Sixth Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration. The Condominium unit owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expenses and common surplus as set for in Article VI of the Declaration.

6. This Sixth Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Sixth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 26 day of April, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered in the presence of:

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 26 day of April, 1979, in the State and County last aforesaid.

Notary Public

(SEAL)

My commission expires:
Notary Public State of Florida at Large.
My Commission Expires Nov. 21, 1979.

REC 8179 PAGE 597

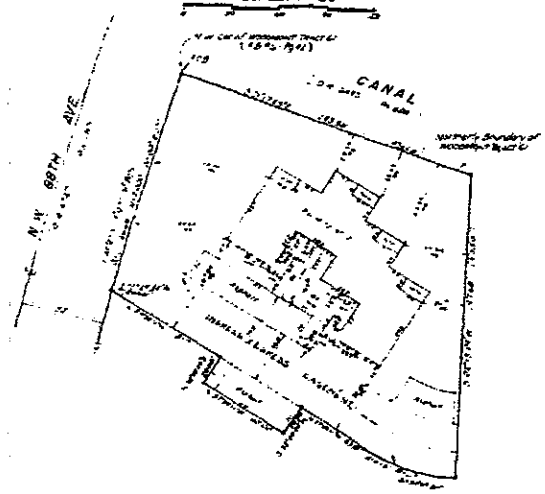
THE CYPRESS AT WOODMONT

OFF REC 8179 PAGE 598

A CONDOMINIUM

EXHIBIT M PHASE XII

GRAPHIC SCALE: 1" = 30'



N

17 APRIL

SHEET 1 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5901 N.W. 31 AVENUE FORT LAUDERDALE FLORIDA 33309 (305) 971 7770

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT M PHASE XII

79523

THE CYPRESS AT WOODMONT

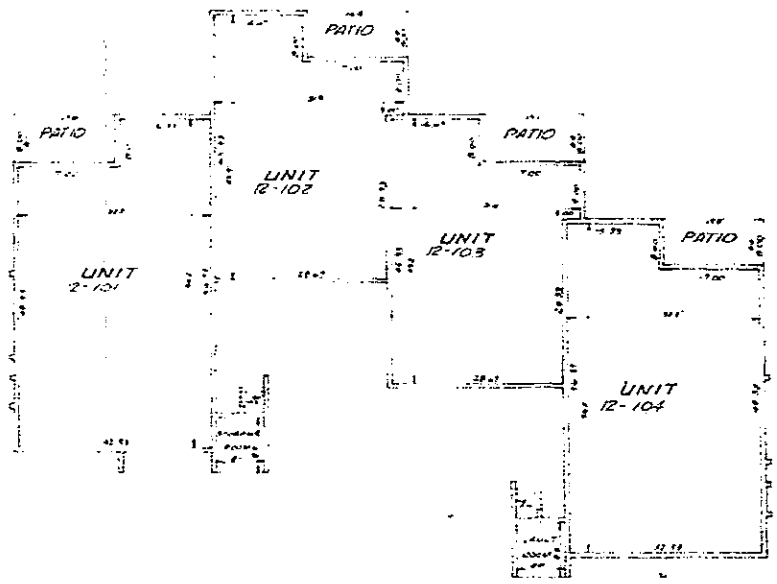
A CONDOMINIUM

8179

EXHIBIT M

PHASE XII

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION : 13.50
PROPOSED FINISHED CEILING ELEVATION 21.43

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: 13.50

FINISHED CEILING ELEVATION: 21.43

Proposed Dimensions are shown to the nearest (.01) hundredth of a foot

As Built Dimensions are shown to the nearest (.01) tenth of a foot

Also denotes As Built Dimension

SHEET 1 of 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT M PHASE XII

BUILDING NO. 12

PLAN OF 1st FLOOR

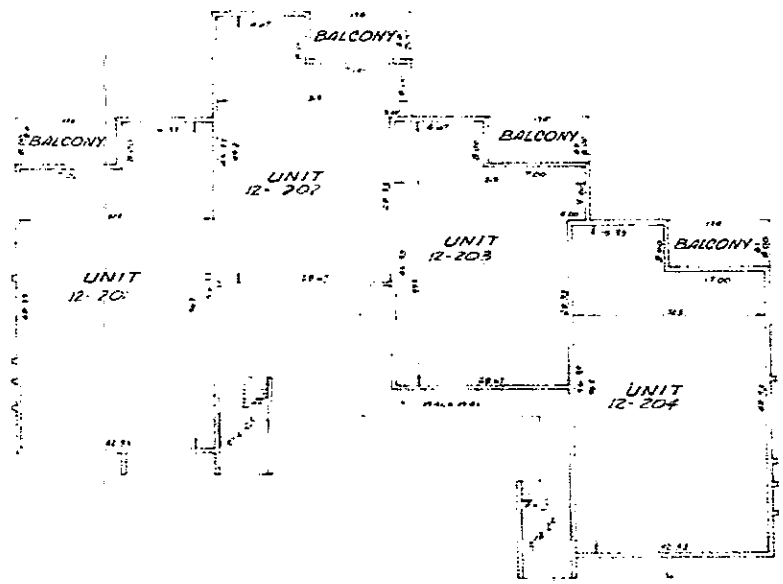
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT M

PHASE XII

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: [illegible]
PROPOSED FINISHED CEILING ELEVATION: [illegible]

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: [illegible]

FINISHED CEILING ELEVATION: [illegible]

Proposed Dimensions are shown to the nearest (in) hundredth of a foot
As Built Dimensions are shown to the nearest (in) tenth of a foot
— — — Also denotes As Built Dimensions

SHEET [illegible] OF [illegible] SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING [illegible] ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

BUILDING [illegible]

79-170346

SEVENTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This Seventh Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the following amendments to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM:

AMENDMENT	PHASE #	DATE RECORDED	O.R. BOOK	PAGE
First	IX	10-10-78	7811	688
Second	V and VIII	12-19-78	7937	441
Third	III	2-13-79	8042	273
Fourth	XI	2-27-79	8066	707
Fifth	II	4-12-79	8152	278
Sixth	XII	4-27-79	8179	596

The above Amendments, each of which added the respective phase or phases to the Condominium, have been recorded in the Public Records of Broward County, Florida, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase VII to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase VII to this Condominium, the location of which was shown and described on Exhibit H to the Declaration and is more particularly described on Exhibit A to this Seventh Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for Phase VII which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

16

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Seventh Amendment, which constitutes the survey exhibits for Phase VII as follows:

Exhibit A:	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

This Survey Exhibit represents the final survey exhibit for Phase VII and delineates the units constituting Phase VII together with the legal description of the land, a plot plan, survey and floor plan, showing each unit and identifying each by number designation (i.e., 7-101, 7-102, 7-103, 7-104, 7-201, 7-202, 7-203, and 7-204).

3. Each unit, together with appurtenances thereto, constitutes a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporate in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Seventh Amendment, is also submitted to condominium form of ownership.

5. The owners of the Condominium units, described in Exhibit A to this Seventh Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration. The Condominium unit owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expenses and common surplus as set for in Article VI of the Declaration.

6. This Seventh Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Seventh Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 30 day of May, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered in the presence of:

TOLL DEVELOPMENT CORP.

By:

Attest:

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 30 day of May, 1979, in the State and County last aforesaid.

Notary Public

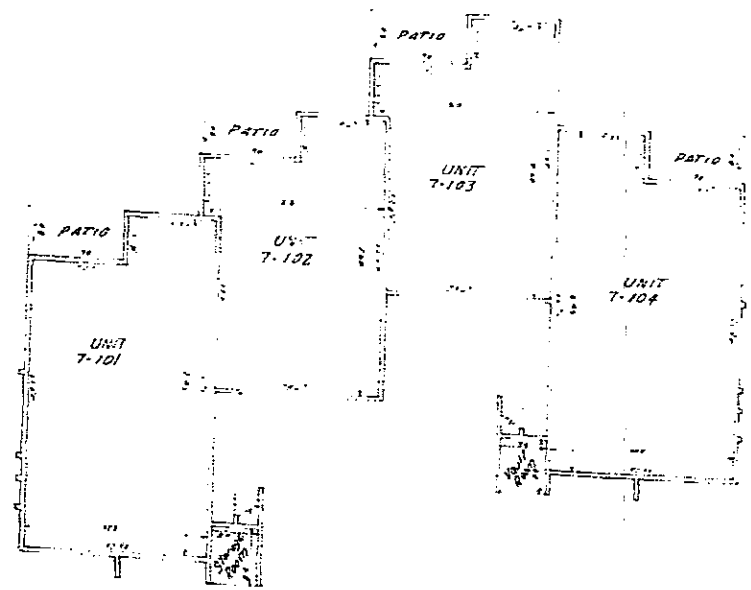
My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 21, 1979.

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT H

PHASE III



Proposed Finished Floor Elevation 1290

Proposed Finished Ceiling Elevation 2103

NOTES

OFF REC 8251 PAGE 986

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL PHOTOGRAMMETRY CONSTRUCTION PROJECT SURVEYORS LAND DEVELOPMENT CONSULTANTS

1901 S.W. 27th AVENUE, FT. LAUDERDALE, FLORIDA 33312

Scale 1"=8'

Drawn by Oquendo

Date 1-12-87

SHEET 2 OF 3 SHEETS

EXHIBIT — PHASE

BUILDING NO. 7

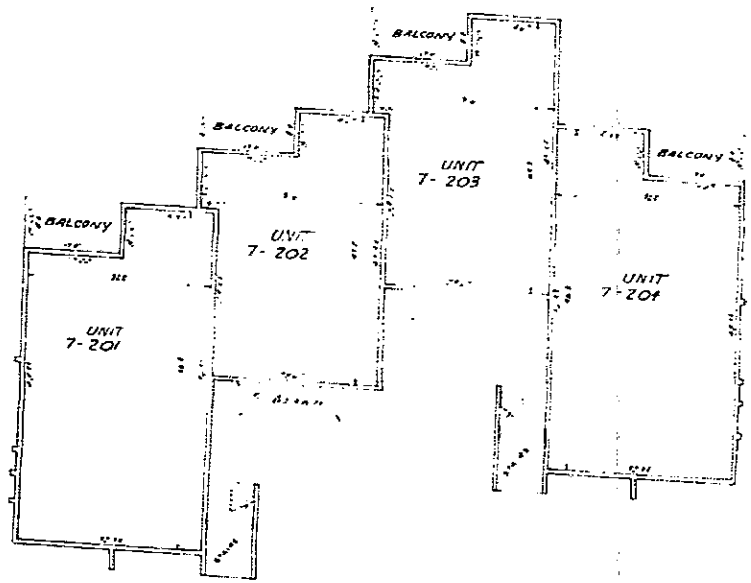
PLAN OF 1st FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT

PHASE



Proposed Finished Floor Elevation 21.57

Proposed Finished Ceiling Elevation 29.4

NOTES

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

SHEET 3 OF 3 SHEETS

EXHIBIT A PHASE

BUILDING NO 7

PLAN OF 2nd FLOOR

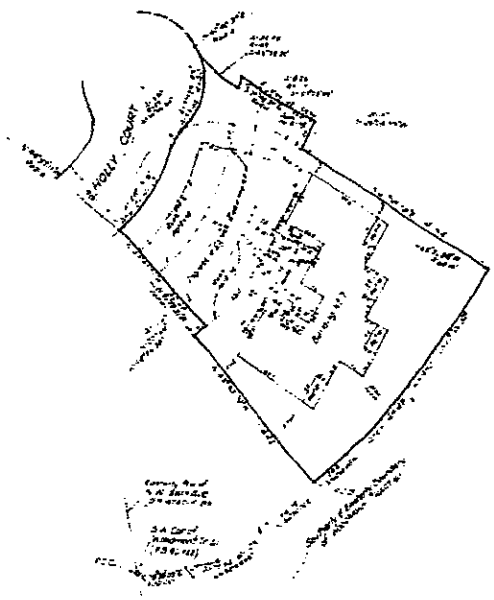
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT - PHASE III

GRAPHIC SCALE: 1" = 30'

N



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

OR BK 8251 PG 988

15 MAY

CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
5801 N.W. 31 AVENUE FORT LAUDERDALE FLORIDA 33309 - (305) 971-7770

SHEET OF SHEETS

THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT - PHASE III

79-254315

EIGHTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This Eighth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the following amendments to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM:

AMENDMENT	PHASE #	DATE RECORDED	O.R. BOOK	PAGE
First	IX	10-10-78	7811	688
Second	V and VIII	12-19-78	7937	441
Third	III	2-13-79	8042	273
Fourth	XI	2-27-79	8066	707
Fifth	II	4-12-79	8152	278
Sixth	XII	4-27-79	8179	596
Seventh	VII	6-5-79	8251	984

The above Amendments, each of which added the respective phase of phases to this Condominium, have been recorded in the Public Records of Broward County, Florida, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase IV to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase IV to this Condominium, the location of which was shown and described on Exhibit E to the Declaration and is more particularly described on Exhibit A to this Eighth Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for Phase IV which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

Aug 21 2 06 PM '79

REC 8396 PAGE 882

8

Pb00
CC

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Eighth Amendment, which constitutes the survey exhibits for Phase IV as follows:

Exhibit A:	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

This Survey Exhibit represents the final survey exhibit for Phase IV and delineates the units constituting Phase IV together with the legal description of the land, a plot plan, survey and floor plan, showing each unit and identifying each by number designation (i.e., 4-101, 4-102, 4-103, 4-104, 4-201, 4-202, 4-203, and 4-204).

3. Each unit, together with appurtenances thereto, constitutes a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporated in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Eighth Amendment, is also submitted to condominium form of ownership.

5. The owners of the Condominium units, described in Exhibit A to this Eighth Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration. The Condominium unit owners shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expenses and common surplus as set for in Article VI of the Declaration.

6. This Eighth Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Eighth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 16th day of August, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered in the presence of:

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 1st day of August, 1979, in the State and County last aforesaid.

Notary Public

My commission expires: 6-8-81

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

REC 8396 PAGE 884

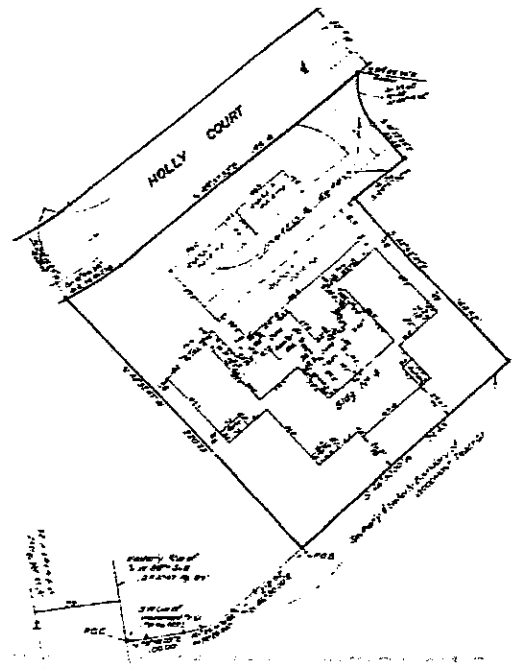
THE CYPRESS AT WOODMONT

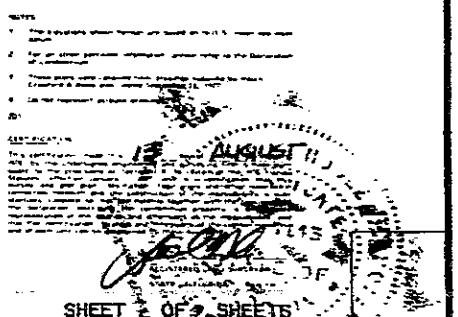
A CONDOMINIUM

EXHIBIT E PHASE IV

GRAPHIC SCALE: 1" = 30'

EXHIBIT "A"





SHEET 2 OF 9 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5901 N.W. 31 AVENUE FORT LAUDERDALE FLORIDA 33309 (305) 971-7770

THE CYPRESS AT WOODMONT

A CONDOMINIUM

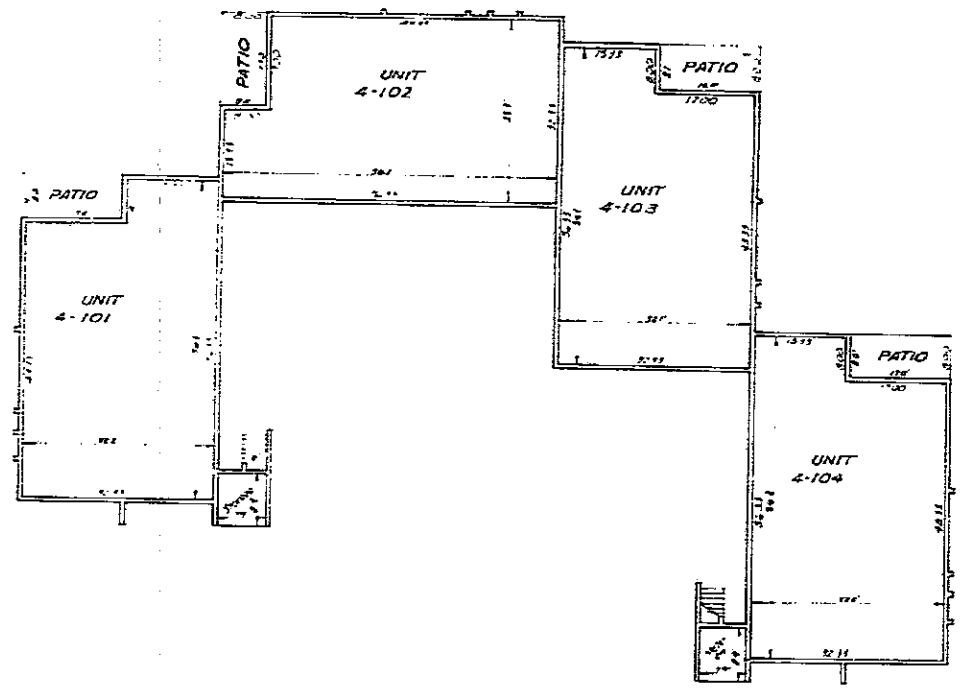
EXHIBIT E PHASE IV

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT E
PHASE IV

GRAPHIC SCALE 1 INCH = 8 FEET



Proposed Finished Floor Elevation 12.00
Proposed Finished Ceiling Elevation 20.33

NOTES

All walls are 0.67 feet wide unless otherwise noted

Finished Floor Elevation 12.67

Finished Ceiling Elevation 20.33

Proposed dimensions are shown to the nearest (.00) hundredth of a foot

As-built dimensions are shown to the nearest (.00) hundredth of a foot

dim. denotes As-built dimensions

SHEET 2 of 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
3301 NW 31st AVENUE - FORT LAUDERDALE - FLORIDA - 33309

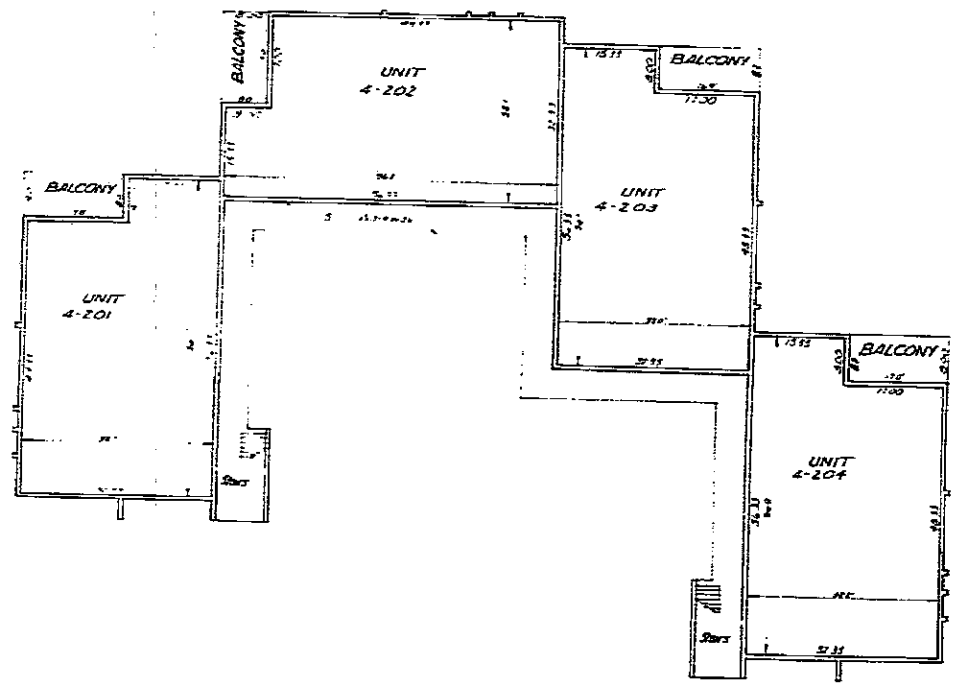
EXHIBIT E PHASE IV
BUILDING NO 4
PLAN OF 1st FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT E

PHASE IX



Proposed Finished Floor Elevation [illegible]

Proposed Finished Ceiling Elevation [illegible]

NOTES

All walls are 0.67 feet wide unless otherwise noted

Finished Floor Elevation [illegible]

Finished Ceiling Elevation [illegible]

Proposed decorations are shown to the nearest 1/4 inch of a foot

As-built dimensions are shown to the nearest 1/4 inch of a foot

[illegible] As-built dimensions

SHEET 3 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

5801 NW 31st AVENUE - FORT LAUDERDALE - FLORIDA - 33309

EXHIBIT E PHASE IX

BUILDING NO 4

PLAN OF 2nd FLOOR

79-502519

NINTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This Ninth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

'79 OCT 3 PM 1:33

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the following amendments to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM:

AMENDMENT	PHASE #	DATE RECORDED	O.R. BOOK	PAGE
First	IX	10-10-78	7811	688
Second	V and VIII	12-19-78	7937	441
Third	III	2-13-79	8042	273
Fourth	XI	2-27-79	8066	707
Fifth	II	4-12-79	8152	278
Sixth	XII	4-27-79	8179	596
Seventh	VII	6-5-79	8251	984
Eighth	IV	8-21-79	8396	882

The above Amendments, each of which added the respective phase of phases to this Condominium, have been recorded in the Public Records of Broward County, Florida, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase VI to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase VI to this Condominium, the location of which was shown and described on Exhibit G to the Declaration and is more particularly described on Exhibit A to this Ninth Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for Phase VI which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

OFF REC 8478 PAGE 630

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

19 DH

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Ninth Amendment, which constitutes the survey exhibits for Phase VI as follows:

Exhibit A:	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

This Survey Exhibit represents the final survey exhibit for Phase VI and delineates the units constituting Phase VI together with the legal description of the land, a plot plan, survey and floor plan, showing each unit and identifying each by number designation (i.e., 6-101, 6-102, 6-103, 6-104, 6-201, 6-202, 6-203, and 6-204).

3. Each unit, together with appurtenances thereto, constitutes a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporatedin and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Ninth Amendment, is also submitted to condominium form of ownership.

5. The owners of the Condominium units, described in Exhibit A to this Ninth Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration. The Condominium unit owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expenses and common surplus as set for in Article VI of the Declaration.

6. This Ninth Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Ninth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 2nd day of October, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered
in the presence of:

TOLL DEVELOPMENT CORP.

By:

Attest:

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 2nd day of October, 1979, in the State and County last aforesaid.

Betty A. DeBing
Notary Public

My commission expires: 6-8-81 (SEAL)

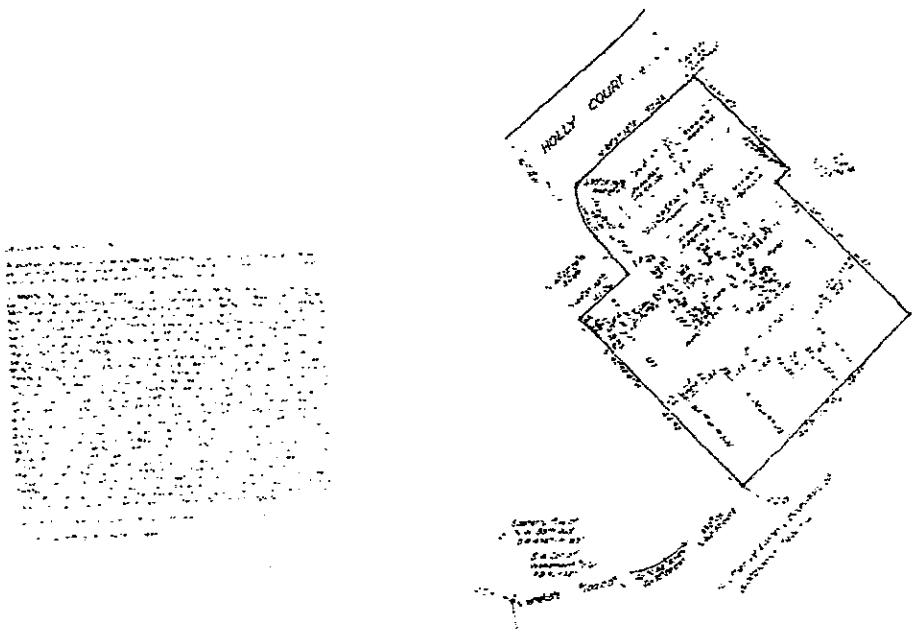
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT PHASE

GRAPHIC SCALE: 1" = 30'

N



SHEET OF SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5900 NW 31 AVENUE FORT LAUDERDALE FLORIDA 33309 · (305) 971-7770

Final Survey

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT PHASE

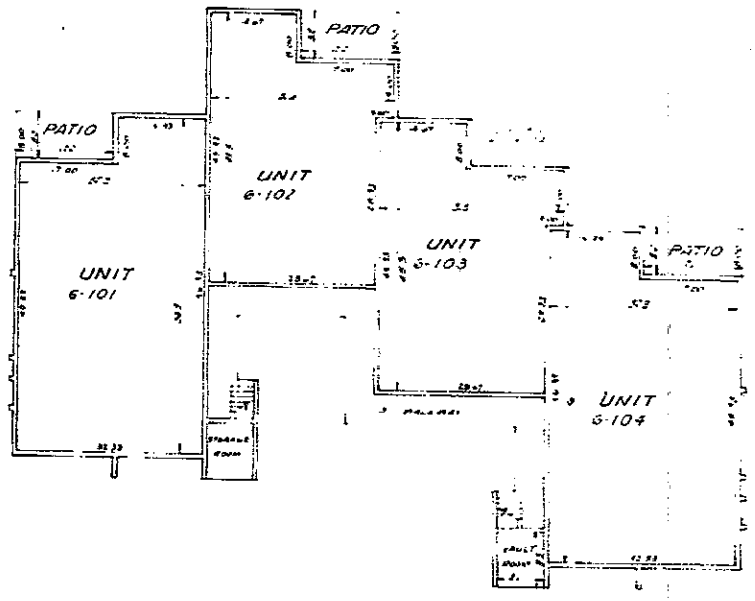
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT 5

PHASE II

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION = 1200
PROPOSED FINISHED CEILING ELEVATION = 2093

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION 1281

FINISHED CEILING ELEVATION 2090

PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST (.01) HUNDRETH OF A FOOT

AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST (.01) TENTH OF A FOOT

——— 6.0' DENOTES AS BUILT DIMENSIONS

SHEET 3 OF 5 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

UPDATED WHEN REQUIRED | DATE | BY | CKD

Final As Built

SCALE 1" = 8'
BY Orlando
CKD [illegible]
DATE 11-21-77
FB [illegible]
JOB [illegible]

EXHIBIT 3 PHASE II
BUILDING NO. 6
PLAN OF 1st FLOOR

77
3
3

8478 PAGE 654

THE CYPRESS AT WOODMONT

A CONDOMINIUM

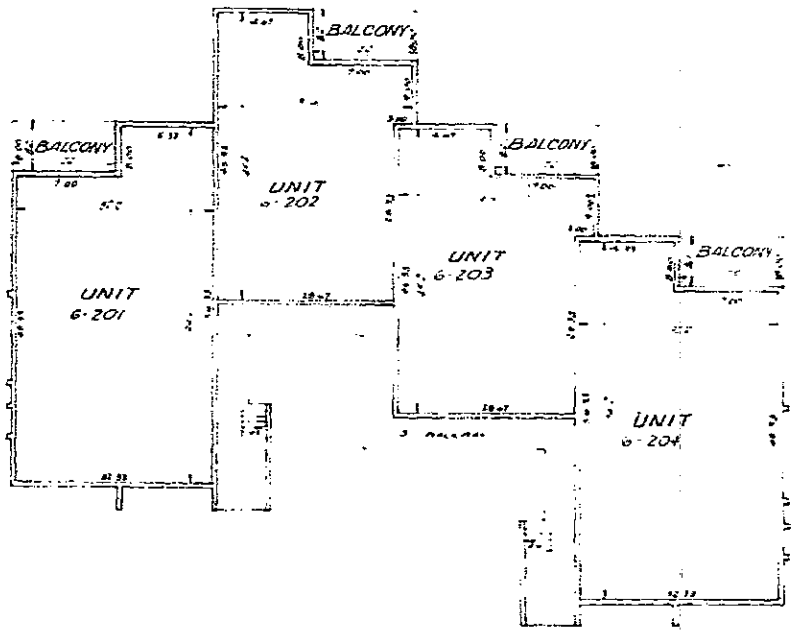
EXHIBIT 3

PHASE VI

GRAPHIC SCALE 1 INCH = 8 FEET

0 4 8 16 24

N



PROPOSED FINISHED FLOOR ELEVATION - 21.47

PROPOSED FINISHED CEILING ELEVATION - 29.51

NOTES:

ALL WALLS ARE OUT FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION 21.43

FINISHED CEILING ELEVATION 29.52

PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST (.01) HUNDRETH OF A FOOT

AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST (.10) TENTH OF A FOOT

——— ALSO DENOTES AS BUILT DIMENSIONS

SHEET 1 OF 1 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT 3 PHASE VI

BUILDING NO. 6

PLAN OF 2ND FLOOR

TENTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

79-345895

79 NOV 13 AM 11:09

This Tenth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns,

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the following amendments to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM:

AMENDMENT	PHASE #	DATE RECORDED	O.R. BOOK	PAGE
First	IX	10-10-78	7811	688
Second	V and VIII	12-19-78	7937	441
Third	III	2-13-79	8042	273
Fourth	XI	2-27-79	8066	707
Fifth	II	4-12-79	8152	278
Sixth	XII	4-27-79	8179	596
Seventh	VII	6-5-79	8251	984
Eighth	IV	8-21-79	8396	882
Ninth	VI	10-3-79	8478	630

The above Amendments, each of which added the respective phase or phases to this Condominium, have been recorded in the Public Records of Broward County, Florida, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in Phase I to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add Phase I to this Condominium, the location of which was shown and described on Exhibit B to the Declaration and is more particularly described on Exhibit A to this Tenth Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC, has completed Exhibit A (the Survey Exhibit) for Phase I which consists of the legal description, plot plan and floor plans, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

19 DH

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Tenth Amendment, which constitutes the survey exhibits for Phase I as follows:

Exhibit A:	Page 1:	Legal Description, Certification and Plot Plan.
	Page 2:	Floor Plan - First Floor.
	Page 3:	Floor Plan - Second Floor.

This Survey Exhibit represents the final survey exhibit for Phase I and delineates the units constituting Phase I, together with the legal description of the land, a plot plan, survey and floor plan, showing each unit and identifying each by number designation (i.e., 1-101, 1-102, 1-103, 1-104, 1-201, 1-202, 1-203, and 1-204).

3. Each unit, together with appurtenances thereto, constitutes a separate condominium parcel as provided for in the Declaration. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporate in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Tenth Amendment, is also submitted to condominium form of ownership.

5. The owners of the Condominium units, described in Exhibit A to this Tenth Amendment, shall be members of the Association, as provided for in Article VIII of the Declaration. The Condominium unit owner shall also own an undivided fractional interest in the common elements, the limited common elements and shall be responsible for their share of the common expenses and common surplus as set for in Article VI of the Declaration.

6. This Tenth Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Tenth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 9th day of November, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered
in the presence of:

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 9th day of November, 1979, in the State and County last aforesaid.

Notary Public

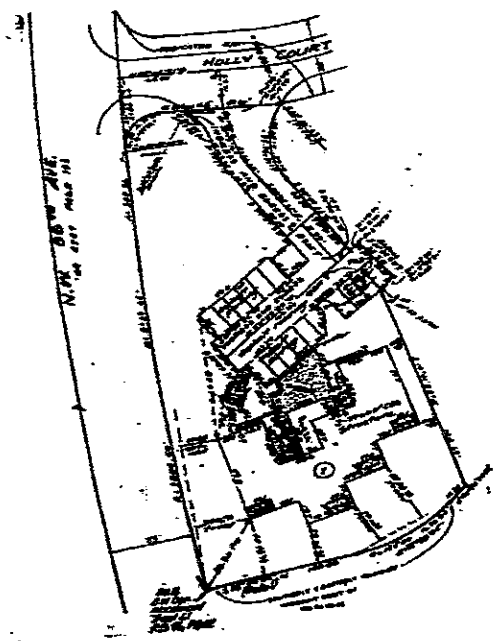
My commission expires: 6-8-81 (SEAL)

BK 8554 PGE 85

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT B PHASE I



N

SHEET 1 OF 3 SHEETS

CRAVEN-THOMPSON & ASSOCIATES INC.

ENGINEERS · PLANNERS · SURVEYORS

THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT B PHASE I

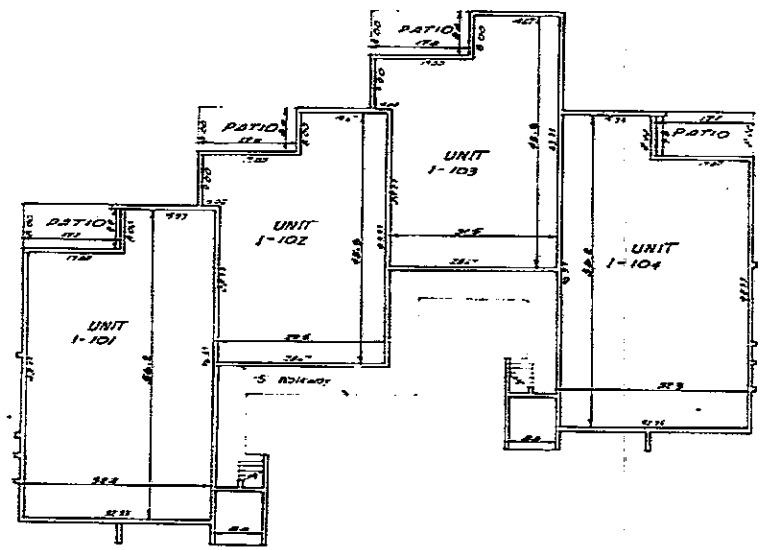
77632

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT B

PHASE I



NOTES

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT B PHASE I

BUILDING NO 1

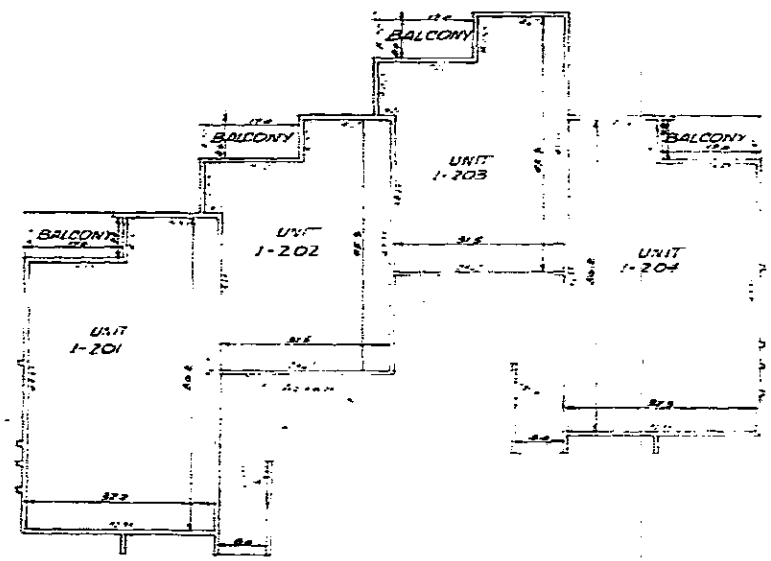
PLAN OF 1ST FLOOR

77

2/3

THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT B
PHASE I



N

NOTES

SHEET 3 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT B PHASE I
BUILDING NO 1
PLAN OF 2ND FLOOR

79-372792

ELEVENTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This Eleventh Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

Dec 7 1 01 PM '79

WHEREAS, the Developer, executed the following amendments to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM:

AMENDMENT	PHASE #	DATE RECORDED	O.R. BOOK	PAGE
First	IX	10-10-78	7811	688
Second	V and VIII	12-19-78	7937	441
Third	III	2-13-79	8042	273
Fourth	XI	2-27-79	8066	707
Fifth	II	4-12-79	8152	278
Sixth	XII	4-27-79	8179	596
Seventh	VII	6-5-79	8251	984
Eighth	IV	8-21-79	8396	882
Ninth	VI	10-3-79	8478	630
Tenth	I	11-13-79	8554	83

The above Amendments, each of which added the respective phase of phases to this Condominium, have been recorded in the Public Records of Broward County, Florida, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in the Recreational Phase to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add the Recreational Phase to this Condominium, the location of which was shown and described on Exhibit N to the Declaration and is more particularly described on Exhibit A to this Eleventh Amendment which is hereby annexed hereto and made a part hereof, and

OFF REC 8601 PAGE 770

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for the Recreational Phase which consists of the legal description and plot plan, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

10.00

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Eleventh Amendment, which constitutes the Survey Exhibit for the Recreational Phase containing the legal description and plot plan of said Phase.

3. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporate in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Eleventh Amendment, is also submitted to condominium form of ownership.

5. The owners of all Condominium units, in The Cypress at Woodmont, A Condominium, shall own an undivided fractional interest in the lands which constitute the Recreational Phase (described on Exhibit A hereto), and shall be responsible for their share of the common expenses and common surplus as set forth in Article VI of the Declaration.

6. This Eleventh Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Eleventh Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 5th day of December, 1979, and caused its seal to be affixed hereto.

Signed, sealed and delivered
in the presence of:

Elizabeth Martin

Mary Heilman

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 5 day of Dec, 1979, in the State and County last aforesaid.

Ingrid M. Schmidt
Notary Public

My commission expires:
[illegible] AT LARGE
[illegible] 1983
[illegible] UNDERWRITERS

(SEAL)

SKETCH OF SURVEY

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT N. PHASE RECREATION

GRAPHIC SCALE: 1" = 30'

N

AVE

GRAHAM W. WATT

COUNTY ADMINISTRATOR

CRAVEN-THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5905 N.W. 31 AVENUE FORT LAUDERDALE FLORIDA 33309 (305) 971-7770

THE CYPRESS AT WOODMONT

A CONDOMINIUM

RECREATION AREA

EXHIBIT N PHASE RECREATION

77

0

3

7

EXHIBIT "A"

OFF REC 8601 PAGE 772

80- 12647

79-372792

ELEVENTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

This Eleventh Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, which operated as a consent to all Phases of the Condominium which might be submitted to condominium form of ownership by the Developer as provided for in the Declaration, and

WHEREAS, the Developer, executed the following amendments to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM:

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Seventh	VII	6-5-79	8251	984
Eighth	IV	8-21-79	8396	882
Ninth	VI	10-3-79	8478	630
Tenth	I	11-13-79	8554	83

The above Amendments, each of which added the respective phase of phases to this Condominium, have been recorded in the Public Records of Broward County, Florida, and

WHEREAS, Article XXI of the Declaration provides that the Developer, by its execution of Amendments to the Declaration prepared in accordance with the terms of said Article XXI and the procedures outlined in Article VII, has the authority and right to submit the lands contemplated in the Recreational Phase to Condominium form of ownership and incorporate them into the Declaration, and

WHEREAS, the Developer, in its sole discretion, has decided to add the Recreational Phase to this Condominium, the location of which was shown and described on Exhibit N to the Declaration and is more particularly described on Exhibit A to this Eleventh Amendment which is hereby annexed hereto and made a part hereof, and

WHEREAS, the surveying firm of CRAVEN, THOMPSON AND ASSOCIATES, INC. has completed Exhibit A (the Survey Exhibit) for the Recreational Phase which consists of the legal description and plot plan, in statutory compliance with Section 718.104(4)(e), Florida Statutes.

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

THIS INSTRUMENT IS BEING RERECORDED TO REFLECT THE EXECUTION HEREOF BY EUGENE M. TOLL, PRESIDENT, TOLL DEVELOPMENT CORP, WHICH SIGNATURE WAS INADVERTENTLY OMITTED AT THE TIME THE SAME WAS ORIGINALLY FILED FOR RECORDATION.

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REC 8668 PAGE 633

REC 8601 PAGE 770

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NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. Annexed hereto and made a part is Exhibit A to this Eleventh Amendment, which constitutes the Survey Exhibit for the Recreational Phase containing the legal description and plot plan of said Phase.

3. The subscription hereof by the President and Secretary of the Developer, in accordance with the requirements of the Declaration, shall constitute the Developer's execution of the same as if the Amendment, together with Exhibit A, were incorporate in and filed with the Declaration in the first instance.

4. Article I of the Declaration is amended so that the Developer states and declares that the real property, described on Exhibit A to this Eleventh Amendment, is also submitted to condominium form of ownership.

5. The owners of all Condominium units, in The Cypress at Woodmont, A Condominium, shall own an undivided fractional interest in the lands which constitute the Recreational Phase (described on Exhibit A hereto), and shall be responsible for their share of the common expenses and common surplus as set forth in Article VI of the Declaration.

6. This Eleventh Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein and set forth on Exhibit A, attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this Eleventh Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 5th day of December, 19 79, and caused its seal to be affixed hereto.

Signed, sealed and delivered in the presence of:

Elizabeth Martin

Mary Hellman

TOLL DEVELOPMENT CORP.

By: [signature]

Attest: [signature]

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 5 day of Dec, 1979, in the State and County last aforesaid.

Ingrid M. Schmidt

Notary Public

(SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JUNE 1, 1984 BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL, known to me to be the President of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledges the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 14th day of December, 1979, in the State and County last aforesaid.

Notary Public

(SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 10 1982
BONDED THRU GENERAL INS. UNDERWRITERS

SKETCH OF SURVEY

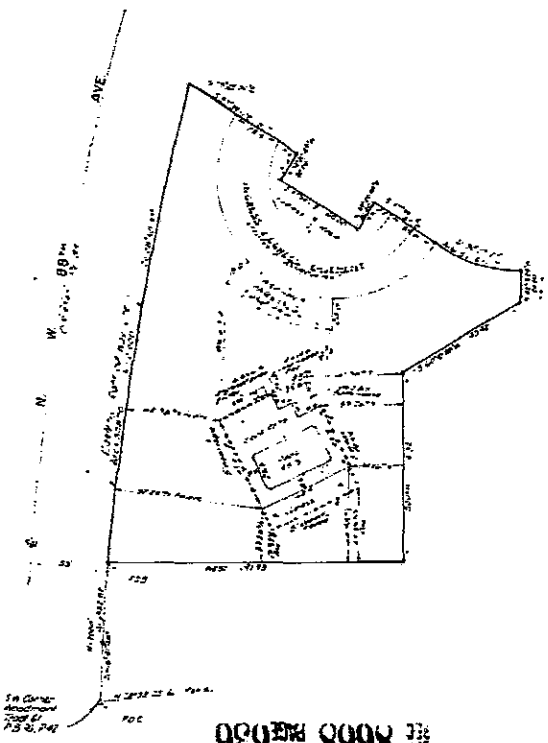
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT N. PHASE RECREATION

GRAPHIC SCALE: 1" = 30'

N



GRAHAM W. WATT
COUNTY ADMINISTRATOR

CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
5901 N.W. 31 AVENUE FORT LAUDERDALE, FLORIDA 33309 - (305) 971-7770

THE CYPRESS AT WOODMONT
A CONDOMINIUM
RECREATION AREA
EXHIBIT N PHASE RECREATION

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EXHIBIT "A"

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

OFF REC BOOK 8668 PAGE 636

OFF REC BOOK 8601 PAGE 772

TWELFTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

79-385151

This Twelfth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, is made by THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a corporation, not-for-profit (the "Association"), joined by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, the Developer executed the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, on the 27th day of September , 1978, and recorded the same on the 2nd day of October, 1978, in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida (the "Declaration"), and

WHEREAS, THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION joined in the execution of the Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, and

WHEREAS, CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION ("Coral Gables"), the owner and holder of that certain Mortgage, dated the 13th day of March, 1978, and recorded in O. R. Book 7463, at page 608, of the Public Records of Broward County, Florida, executed its Consent to the Declaration, said instrument recorded in O. R. Book 7796, at page 345, of the Public Records of Broward County, Florida, and

WHEREAS, the Mortgage referred to above, in favor of Coral Gables, has been satisfied by that certain Satisfaction of Mortgage, recorded on the 31st day of March, 1978, in O. R. Book 7463, page 608, of the Public Records of Broward County, Florida, and

WHEREAS, the Developer, executed the following amendments to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM:

AMENDMENT	PHASE #	DATE RECORDED	O.R. BOOK	PAGE
First	IX	10-10-78	7811	688
Second	V and VIII	12-19-78	7937	441
Third	III	2-13-79	8042	273
Fourth	XI	2-27-79	8066	707
Fifth	II	4-12-79	8152	278
Sixth	XII	4-27-79	8179	596
Seventh	VII	6-5-79	8251	984
Eighth	IV	8-21-79	8396	882
Ninth	VI	10-3-79	8478	630
Tenth	I	11-13-79	8554	83
Eleventh	Recreational	12-7-79	8601	770

The above Amendments, each of which added the respective phase of phases to this Condominium, have been recorded in the Public Records of Broward County, Florida, and

WHEREAS, the Developer recorded an easement in favor of the Association for ingress, egress and utility purposes, which easement was recorded in O. R. Book 7796, page 225, of the Public Records of Broward County, Florida (the "Easement Lands"). A copy of said easement was annexed to the Declaration as Exhibit R, and

WHEREAS, Article XVII(H) of the Declaration provided that in the event all phases were to be submitted to condominium form of ownership, the Developer was obligated to execute and deliver a warranty deed conveying fee simple title to the Easement Lands to the Association, on the condition that the same be used only and exclusively for ingress, egress and utility purposes, and

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

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OFF REC 8624 PAGE 104

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WHEREAS, said Article XVII(H) of the Declaration additionally stated that the Association may declare the Easement Lands as part of the common elements, pursuant to Chapter 718.110(6), Florida Statutes, and

WHEREAS, the Developer has conveyed to the Association, by warranty deed, the Easement Lands and pursuant to Article XVII(H) of the Declaration and in accordance with Chapter 718.110(6), Florida Statutes, the Association, joined by the Developer (to express its consent hereto), desires to amend the Declaration and declare said lands as part of the common elements.

NOW, THEREFORE, the Association, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved in the Declaration and as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.

2. The Association hereby acknowledges receipt of the warranty deed whereby the Developer, as grantor, has conveyed to the Association, as grantee, the Easement Lands. A copy of the warranty deed is annexed hereto and made a part hereof as Exhibit A.

3. The Association, in accordance with Chapter 718.110(6), Florida Statutes, does hereby submit the Easement Lands to condominium form of ownership as a common element, thereby divesting itself of title thereto and does hereby vest title to the Easement Lands, by operation of law, to the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them in accordance with the Declaration.

4. This Twelfth Amendment, when filed for record in the Public Records of Broward County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as though the matters set forth herein had originally constituted a part of the Declaration and, accordingly, the Easement Lands shall hereafter be included in the common elements.

IN WITNESS WHEREOF, the Association, joined by the Developer, by their respective officers, have executed this Twelfth Amendment to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, this 12th day of December, 1979, and caused their seals to be affixed hereto.

Signed, sealed and delivered in the presence of:

Elizabeth Martin
Mary K. Scoggins

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

By: _____

Attest: _____

(Corporate Seal)

Elizabeth Martin
Mary K. Scoggins

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(Corporate Seal)

REC 8624 PAGE 105

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and WILLIAM KLEBOLD, known to me to be the President and Secretary respectively of THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a Florida, not-for-profit corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 13 day of June, 1979, in the State and County last aforesaid.

Notary Public

(SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 10 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)

COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, EUGENE M. TOLL and KATHLEEN BRAIMAN, known to me to be the President and Secretary respectively of TOLL DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 12 day of June, 1979, in the State and County last aforesaid.

Notary Public

(SEAL)

My commission expires:

OFF REC 8624 PAGE 106

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:
Geoffrey S. Mombach
of the Law Offices of
SPEAR, DEUSCHLE & CURRAN, P.A.
3554 North Federal Highway
FORT LAUDERDALE, FLORIDA 33308

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 12th day of December 1979, **Between**

TOLL DEVELOPMENT CORP., a Florida corporation

of the County of Broward, State of Florida, grantor*, and

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida and a condominium association organized in accordance with Chapter 718, Florida Statutes.

whose post office address is

7801 N. W. 80th Avenue, Tamarac, Florida 33321

of the County of Broward, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten Dollars and No/100----------($10.00---------- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

SEE EXHIBIT A ANNEXED HERETO AND MADE A PART HEREOF.

Subject to the following:

All taxes and assessment for the year 1979 and all subsequent years, and further subject to all easements, reservations, restrictions, and other encumbrances appearing in the Public Records of Broward County, Florida including, but not limited to, that certain Declaration of Condominium of The Cypress at Woodmont, A Condominium, recorded in O. R. Book 7796, page 229 of the aforesaid Public Records, as amended by Amendments of records.

THE PROPERTY CONVEYED PURSUANT TO THIS INSTRUMENT SHALL BE USED ONLY AND EXCLUSIVELY FOR INGRESS, EGRESS AND UTILITY PURPOSES IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM OF THE CYPRESS A WOODMONT, A CONDOMINIUM RECORDED IN O. R. BOOK 7796, PAGE 229, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Elizabeth Martin
Mary K. Curran
Elizabeth Martin
Mary K. Curran

TOLL DEVELOPMENT CORP. (Seal)
By: (Seal)
Attest: (Seal)
(Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared EUGENE TOLL and KATHLEEN BRAIMAN, President and Secretary, respectively of TOLL DEVELOPMENT CORP.

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of December 1979.

Notary Public

My commission expires:

EXHIBIT "A"

REC 8624 PAGE 107

DESCRIPTION: A NON-EXCLUSIVE EASEMENT FOR VEHICULAR, PEDESTRIAN, AND UTILITY, INGRESS AND EGRESS, OVER, UNDER, THRU AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A portion of Parcel A of WOODMONT TRACT 61, according to the plat thereof, as recorded in Plat Book 96, Page 42, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of said WOODMONT TRACT 61, said point being further described as being on the Easterly Right-of-Way line of N.W. 88th Avenue, as shown on the said plat of WOODMONT TRACT 61; THENCE North 78°58'05" East, a distance of 100.00 feet, to a Point of Curvature of a circular curve to the Left; THENCE Northeasterly along the arc of said curve, having a radius of 125.00 feet, an arc distance of 70.84 feet, to the Point of Tangency; THENCE North 46°30'00" East, a distance of 277.35 feet, the last three described courses being coincident with the Southerly and Easterly boundary of said WOODMONT TRACT 61; THENCE North 43°30'00" West, a distance of 146.28 feet, to the POINT OF BEGINNING of this description; THENCE North 42°52'46" West, a distance of 25.00 feet; THENCE North 47°07'13" East, a distance of 105.00 feet; THENCE North 49°37'32" East, a distance of 28.64 feet; THENCE North 40°22'28" West, a distance of 5.66 feet, to the Point of Curvature of a circular curve to the Left; THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 35.60 feet, to a point on the Southeasterly Right-of-Way of Holly Court, as shown on the said plat of WOODMONT TRACT 61; THENCE North 49°37'32" East, along said Right-of-Way line, a distance of 51.72 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears South 85°02'56" East; THENCE Southerly and Southeasterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 35.60 feet, to the Point of Tangency; THENCE South 40°22'28" East, a distance of 5.66 feet; THENCE North 49°37'32" East, a distance of 103.81 feet, to the Point of Curvature of a circular curve to the Left; THENCE Northeasterly along the arc of said curve, having a radius of 162.66 feet, an arc distance of 119.56 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears South 16°07'32" West; THENCE Westerly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 35.72 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears North 42°03'57" West; THENCE Northerly along the arc of said curve, having a radius of 40.00 feet, an arc distance of 53.94 feet, to a Point of Cusp with a circular curve to the Left, the last described course being coincident with the Easterly Right-of-Way of Holly Court, as shown on the said plat of WOODMONT TRACT 61; THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 35.85 feet, to a point on the arc of a non-tangent curve to the Right, whose radius point bears South 70°45'19" East; THENCE Northeasterly along the arc of said curve, having a radius of 117.00 feet, an arc distance of 13.96 feet, to the Point of Tangency; THENCE North 26°04'55" East, a distance of 52.64 feet; THENCE North 63°55'05" West, a distance of 46.49 feet, to a Point of Curvature of a circular curve to the Left; THENCE Northwesterly along the arc of said curve, having a radius of 87.50 feet, an arc distance of 32.05 feet, to the Point of Tangency; THENCE North 84°54'26" West, a distance of 39.14 feet, to the Point of Curvature of a circular curve to the Left; THENCE Southwesterly along the arc of said curve, having a radius of 22.51 feet, an arc distance of 37.37 feet, to a Point of Compound Curvature; THENCE Southerly, Southeasterly and Easterly along the arc of said curve, having a radius of 30.00 feet, an arc distance of 53.60 feet, to a Point of Cusp with a circular curve to the Left; THENCE Southwesterly along the arc of said curve, having a radius of 40.00 feet, an arc distance of 49.03 feet, to a Point of Cusp with a circular curve to the Left, the last described course being coincident with the Northwesterly Right-of-Way line of Holly Court, as shown on the said plat of WOODMONT TRACT 61; THENCE Northwesterly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 23.90 feet, to the Point of Tangency; THENCE North 47°22'05" West, a distance of 5.92 feet, to a Point of Curvature of a circular curve to the Left; THENCE Westerly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 31.78 feet, to a Point of Compound Curvature; THENCE Southwesterly and Southerly along the arc of said curve,

having a radius of 47.50 feet, an arc distance of 49.58 feet, to a Point of Tangency; THENCE South, a distance of 87.01 feet, THENCE West, a distance of 25.00 feet; THENCE North, a distance of 87.01 feet, to a Point of Curvature of a circular curve to the Right; THENCE Northerly and Northeasterly along the arc of said curve, having a radius of 72.50 feet, an arc distance of 101.32 feet; THENCE North, a distance of [illegible] feet, to the Point of Curvature of a circular curve to the Left; THENCE Northwesterly along the arc of said curve, having a radius of [illegible] feet, an arc distance of 38.40 feet, to the Point of Tangency; THENCE North 87°46'41" West, a distance of 96.82 feet, to a Point of Curvature of a circular curve to the Right; THENCE Northwesterly along the arc of said curve, having a radius of 117.00 feet, an arc distance of 61.51 feet, to the Point of Tangency; THENCE North 57°39'11" West, a distance of 0.10 feet, to a point on the arc of a non-tangent curve to the Right, whose radius point bears North 57°39'11" West; THENCE Southwesterly, Westerly, Northwesterly, Northerly and Northeasterly along the arc of said curve, having a radius of 77.00 feet, an arc distance of 241.90 feet; THENCE North 57°39'11" West, along a radially extended line, a distance of 5.00 feet; THENCE North 32°20'49" East, a distance of 34.00 feet; THENCE South 57°39'11" East, a distance of 59.10 feet, to a Point of Curvature of a circular curve to the Left; THENCE Southeasterly along the arc of said curve, having a radius of 83.00 feet, an arc distance of 43.64 feet, to the Point of Tangency; THENCE South 87°46'31" East, a distance of 86.40 feet; THENCE South 82°13'22" East, a distance of 78.95 feet, THENCE South 84°54'56" East, a distance of 45.80 feet, to the Point of Curvature of a circular curve to the Right; THENCE Southeasterly, along the arc of said curve, having a radius of 112.50 feet, an arc distance of 41.71 feet, to the Point of Tangency; THENCE South 63°55'05" East, a distance of 67.99 feet; THENCE North 26°04'55" East, a distance of 85.00 feet; THENCE South 63°55'05" East, a distance of 25.00 feet; THENCE South 26°04'55" West, a distance of 95.00 feet; THENCE South 63°55'42" West, a distance of 19.79 feet; THENCE South 26°04'55" West, a distance of 88.00 feet; THENCE South 07°30'47" West, a distance of 0.17 feet, to the Point of Curvature of a circular curve to the Right; THENCE Southerly and Southwesterly along the arc of said curve, having a radius of 187.66 feet, an arc distance of 137.93 feet, to the Point of Tangency; THENCE South 49°37'32" West, a distance of 95.57 feet; THENCE South 47°07'13" West, a distance of 104.78 feet, to the POINT OF BEGINNING,

LESS: PARCEL "B" being more particularly described as follows:

COMMENCING at the Southwest corner of said WOODMONT TRACT 61, said point being further described as being on the Easterly Right-of-Way of N.W. 88th Avenue, as shown on the said plat of WOODMONT TRACT 61; said point being further described as being on the arc of a circular curve to the Right, whose radius point bears North 78°58'05" East, from the last described point; THENCE Northerly along the arc of said curve, having a radius of 2000.00 feet, an arc distance of 891.52 feet; THENCE South 57°39'11" East, a distance of 68.71 feet, to the POINT OF BEGINNING of this description; THENCE continue South 57°39'11" East, a distance of 86.00 feet, to a point on the arc of a circular curve to the Right, whose radius point bears North 57°39'11" West; THENCE Southwesterly, Westerly, Northwesterly and Northerly along the arc of said curve, having a radius of 43.00 feet, an arc distance of 135.09 feet, to the POINT OF BEGINNING.

<u>TOGETHER WITH</u> the following described parcel:

COMMENCING at the Southwest corner of said WOODMONT TRACT 61, said point being further described as being on the Easterly Right-of-Way of N.W. 88th Avenue, as shown on the said plat of WOODMONT TRACT 61; THENCE North 78°58'05" East, along the Southerly boundary of said WOODMONT TRACT 61, a distance of 57.86 feet; THENCE North 11°01'55" West, a distance of 139.17 feet, to the POINT OF BEGINNING of this description; THENCE North 39°07'25" West, a distance of 25.00 feet; THENCE North 50°52'35" East, a distance of 83.04 feet; THENCE North 39°07'25" West, a distance of 59.49 feet, to the Point of Curvature of a circular curve to the Right; THENCE Northwesterly along

OFF REC 8624 PAGE 109

REC 1150

the arc of said curve, having a radius of 112.50 feet, an arc distance of 45.89 feet, to a Point of Reverse Curvature; THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 23.95 feet; THENCE North 89°04'51" East, a distance of 40.24 feet, to a Point of Curvature of a circular curve to the Left; THENCE Easterly along the arc of said curve, having a radius of 238.00 feet, an arc distance of 17.91 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears South 53°36'53" East, the last two described courses being coincident to the Southerly Right-of-Way line of Holly Court, as shown on the said plat of WOODBROOK TRACT 61; THENCE Southwesterly, Southerly and Southeasterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 49.36 feet, to a Point of Tangency; THENCE South 8°07'25" East, a distance of 48.50 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears North 39°25'03" West; THENCE Northeasterly along the arc of said curve, having a radius of 97.50 feet, an arc distance of 75.31 feet, to the Point of Tangency; THENCE North 35°41'42" East, a distance of 29.00 feet; THENCE South 54°18'18" East, a distance of 25.00 feet; THENCE South 35°41'42" West, a distance of 80.03 feet, to a Point of Curvature of a circular curve to the Right; THENCE Southwesterly along the arc of said curve, having a radius of 127.50 feet, an arc distance of 97.50 feet, to a Point of Tangency; THENCE South 50°52'35" West, a distance of 107.50 feet, to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel:

COMMENCING at the Southwest corner of said WOODBROOK TRACT 61, said point being further described as being on the Easterly Right-of-Way line of N.W. 53th Avenue, as shown on the said plat of WOODBROOK TRACT 61, said point being further described as being on the arc of a circular curve to the Right, whose radius point bears North 73°54'06" East, from the last described point; THENCE Northerly along the arc of said curve, having a radius of 7000.00 feet, an arc distance of 4[illegible].76 feet, the last described course being coincident with the Westerly boundary of said, WOODBROOK TRACT 61; THENCE South 86° East, a distance of 42.74 feet, to the POINT OF BEGINNING of this description; THENCE North 04°00'00" East, a distance of 25.00 feet; THENCE South 86° East, a distance of 105.00 feet, to a Point of Curvature of a circular curve to the Right; THENCE Southeasterly along the arc of said curve, having a radius of 37.50 feet, an arc distance of 24.57 feet, to a Point of Reverse Curvature; THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 29.08 feet, to a point on the arc of a non-tangent curve to the Right, whose radius point bears North 48°20'31" West; THENCE Southwesterly along the arc of said curve, having a radius of 188.00 feet, an arc distance of 42.95 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears South 67°02'00" West, the last described course being coincident with the Northerly Right-of-Way of Holly Court, as shown on the said plat of WOODBROOK TRACT 61; THENCE Northerly along the arc of said curve, having a radius of 20.45 feet, an arc distance of 10.30 feet, to the Point of Tangency; THENCE North 29°50'32" West, a distance of 2.40 feet, to a Point of Curvature of a circular curve to the Left; THENCE Northwesterly along the arc of said curve, having a radius of 12.50 feet, an arc distance of 12.25 feet, to a Point of Tangency; THENCE North 86° West, a distance of 105.00 feet, to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE CYPRESS AT WOODMONT, A CONDOMINIUM

WHEREAS, the **Declaration of Condominium** for **The Cypress At Woodmont, A Condominium**, has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book **7796** at Page **229**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Holly Court At Woodmont, A Condominium Association, Inc.**, a Florida not-for-profit corporation, held on **January 25, 2007**, the aforementioned Declaration of Condominium, was amended pursuant to the provisions of said Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment as amended by the membership:

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE CYPRESS AT WOODMONT, A CONDOMINIUM

(Additions shown by "underlining", deletions shown by "~~strikeout~~", unaffected text indicated by "...")

ARTICLE XI

SALE, RENTAL, MORTGAGING, OR OTHER ALIENATION OF CONDOMINIUM UNITS

* * *

B. Mortgage And Other Alienation of Units.

* * *

2. No judicial sale of a Unit or any interest therein shall be valid unless:

be held in escrow by the Association pursuant to the following terms and conditions:

(I) All sums received by the Association under this provision will be kept in an interest bearing account and shall not be commingled with other funds of the Association.

(II) The sums tendered relative to any purchase and sale, including any accrued interest, shall be disbursed to the Association under the following conditions:

(a) Title is transferred as a consequence of the Unit being foreclosed by a lienholder other than the Association; or

(b) Title is transferred as a consequence of the Unit being foreclosed by the Association for past due maintenance; or

(c) Title is transferred, voluntarily or involuntarily, and maintenance, assessments, late fees, interest, cost of collection, attorney's fees and costs are due and owing to the Association; or

(d) Upon the filing of any bankruptcy by any of the owners of the Unit; or

(e) Title is transferred by virtue of a deed in lieu of foreclosure.

(III) In the event of the occurrence of any of the events described in subparagraph (II), (a) through (e) above, the Association shall disburse the escrow funds to the Association as reimbursement for any past due maintenance, special assessments, late fees, interest, costs of collection, damage to common area, fines, attorney's fees and costs incurred by, or due and owing to the Association relative to the subject unit. The balance remaining in escrow after disbursement to the Association, if any, shall be disbursed to remitter/buyer.

(IV) In the event title is not transferred as described in subparagraph (II) above, and remitter/buyer has established an on time payment history with the Association for thirty-six (36) consecutive months, or the Unit is subsequently sold by remitter/buyer, whichever date is earlier, the sums which were earned on the funds during the time the same were held by the Association will only be disbursed to the remitter/buyer or his heirs or assigns upon the written request of same via certified U.S. Mail after expiration of the term as described above.

(V) Terms of disbursement of escrow funds to the Association are as follows:

(a) Maintenance is due on the first of the month. After a grace period of ten (10) days, an attorney's letter will be sent out.

(b) After a delinquency period of twenty (20) additional days, money shall be withdrawn from the escrow account by the Association to cover the debt.

(c) The delinquent party must then replace the withdrawn funds within thirty (30) days or a lien will be placed on the property by our attorneys.

(d) Once the funds have been replaced by the delinquent party, the thirty-six (36) month period shall begin again.

(VI) In the event of a special assessment levied by the Holly

Court Board of Directors, and a delinquency in payment for said assessment, the aforementioned rules shall also apply.

* * * * *

WITNESS my signature hereto this 1st day of MARCH, 2007, at Tamarac, Broward County, Florida.

HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.

Witness
RUTH FEINBERG
(PRINT NAME)

By: _____ President

Witness
LAWRENCE FEINBERG
(PRINT NAME)

Attest _____ Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 1st day of MARCH 2007, by PHILIP LEFF and ANDRE McADEN, as PRESIDENT and SECRETARY, respectively, of Holly Court At Woodmont, A Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced PL as identification and did take an oath.

_____ (Signature)

OMAR MASOOD (Print Name)
Notary Public, State of Florida at Large

WPB_DB: 311682_1

OMAR MASOOD
Notary Public - State of Florida
My Commission Expires Nov 28, 2010
Commission # DD 618274
Bonded Through National Notary Assn.

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
Becker & Poliakoff, P.A.
625 North Flagler Drive, 7th Floor
West Palm Beach, FL 33401

CORRECTIVE
CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

WHEREAS, the **Declaration of Condominium** for **The Cypress At Woodmont, A Condominium,** has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book **7796** at Page **229**;

WHEREAS, at a duly called and noticed meeting of the membership of **Holly Court At Woodmont, A Condominium Association, Inc.**, a Florida not-for-profit corporation, held on **January 25, 2007**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium;

WHEREAS, the Association recorded a Certificate of Amendment on March 15, 2007, in Official Record Book **43751** at Page **1259** of the Public Records of Broward County, Florida; and

WHEREAS, the Certificate of Amendment reflects a clerical error in that Article XI, Section B.2 does not reflect the entirety of the amendment that was approved by the Association.

NOW, THEREFORE, the undersigned hereby certify that the amendment to Article XI, Section B.2 of the Declaration of Condominium should read as follows:

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE CYPRESS AT WOODMONT, A CONDOMINIUM

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE XI

SALE, RENTAL, MORTGAGING, OR OTHER
ALIENATION OF CONDOMINIUM UNITS

* * *

B. Mortgage And Other Alienation of Units.

* * *

2. No judicial sale of a Unit or any interest therein shall be valid unless:

* * *

3

(c) At the time if submission of an application for residency pursuant to a proposed sale of a Unit as elsewhere provided herein, the person seeking approve to purchase a Unit ("remitter/buyer") shall be required to remit to the Association certified funds equal to the total of the next four (4) quarter's Maintenance fees. Such sum shall be calculated using the prevailing quarterly maintenance rate for the subject Unit. Such funds must be tendered to the Association along with the screening package or the screening will not be conducted. In the event the transfer is disapproved by the Association as provided herein, the funds will be returned to the remitter/buyer within ten (10) days of such disapproval. In the event the transfer is approved, the sums shall be held in escrow by the Association pursuant to the following terms and conditions:

(I) All sums received by the Association under this provision will be kept in an interest bearing account and shall not be commingled with other funds of the Association.

(II) The sums tendered relative to any purchase and sale, including any accrued interest, shall be disbursed to the Association under the following conditions:

(a) Title is transferred as a consequence of the Unit being foreclosed by a lienholder other than the Association; or

(b) Title is transferred as a consequence of the Unit being foreclosed by the Association for past due maintenance; or

(c) Title is transferred, voluntarily or involuntarily, and maintenance, assessments, late fees, interest, cost of collection, attorney's fees and costs are due and owing to the Association; or

(d) Upon the filing of any bankruptcy by any of the owners of the Unit; or

(e) Title is transferred by virtue of a deed in lieu of foreclosure.

(III) In the event of the occurrence of any of the events described in subparagraph (II), (a) through (e) above, the Association shall disburse the escrow funds to the Association as reimbursement for any past due maintenance, special assessments, late fees, interest, costs of collection, damage to common area, fines, attorney's fees and costs incurred by, or due and owing to the Association relative to the subject unit. The balance remaining in escrow after disbursement to the Association, if any, shall be disbursed to remitter/buyer.

(IV) In the event title is not transferred as described in subparagraph (II) above, and remitter/buyer has established an on time payment history with the Association for thirty-six (36) consecutive months, or the Unit is subsequently sold by remitter/buyer, whichever date is earlier, the sums which were earned on the funds during the time the same were held by the Association will only be disbursed to the remitter/buyer or his heirs or assigns upon the written request of same via certified U.S. Mail after expiration of the term as described above.

(V) Terms of disbursement of escrow funds to the Association are as follows:

(a) Maintenance is due on the first of the month. After a grace period of ten (10) days, an attorney's letter will be sent out.

(b) After a delinquency period of twenty (20) additional days, money shall be withdrawn from the escrow account by the Association to cover the debt.

(c) The delinquent party must then replace the withdrawn funds within thirty (30) days or a lien will be placed on the property by our attorneys.

(d) Once the funds have been replaced by the delinquent party, the thirty-six (36) month period shall begin again.

(VI) In the event of a special assessment levied by the Holly Court Board of Directors, and a delinquency in payment for said assessment, the aforementioned rules shall also apply.

* * * * *

WITNESS my signature hereto this 5 day of april, 2007, at Tamarac, Broward County, Florida.

HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.

By: _____ President

Attest: _____ Secretary

Witness
LAWRENCE FEINBERG
(PRINT NAME)

Witness
RUTH FEINBERG
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 7 day of april 2007, by _____ and _____, as _____ and _____, respectively, of Holly Court At Woodmont, A Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

_____ (Signature)
Renee B. Chaner (Print Name)
Notary Public, State of Florida at Large

RENEE' B. CHANER
MY COMMISSION # DD 532126
EXPIRES: June 16, 2010
Bonded Thru Notary Public Underwriters

WPB_DB: 314593_1

CFN # 110822474, OR BK 48836 Page 1923, Page 1 of 3, Recorded 06/18/2012 at 09:48 AM, Broward County Commission, Deputy Clerk ERECORD

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this 14 day of June, 2012, by HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC. in accordance with the Declaration of Condominium and related documents which were recorded in the Official Records in Book 7796, Page 229 of the Public Records of Broward County, Florida; and

WHEREAS at a duly noticed Meeting of the Members and the Board of Directors held on the _____day of _____, 2012 (the "Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, Amendment/additions to Article XV, Section A., Article XV Section K and Article XVI Section B of the Declaration were submitted to the Owners by the Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration and Bylaws and applicable Florida law, the proposed Amendment/additions to Article XV, Section A., Section A., Article XV Section K and Article XVI Section B of the Declaration were approved by not less three-fourths (3/4ths) of the voting interest of the Association at the Meeting and thereafter, with such vote consisting of not less than 75 affirmative votes.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by **~~strikeout~~**, additions by **underlining**
3. Article XV, Section A., Article XV Section K and Article XVI Section B of the Declaration for HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC. are amended by adding the following:

   (Deletions indicated by **~~strikeout~~**, additions by **underlining**)

ARTICLE XV
USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists:

A. Units shall be used for single family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted on any of said Units. ~~Except as otherwise provided herein,~~ Units may be occupied only as follows:

(1) If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the Unit may be occupied by such owner's family, servants and guests and no business or commercial enterprise may be operated therein.

(2) If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the Unit may be occupied by its partners, joint ventures, employees, officers, and directors, and by members of the families, servants and guests of the foregoing and no business or commercial enterprise may be operated therein.

(3) No more than a single family may reside in a Unit at any one time.

ARTICLE XV
USE RESTRICTIONS

K. The overnight parking of vehicles of any kind upon any of the Condominium property used for roadway purposes is prohibited, and the overnight parking of vehicles of any kind without a current license tag and inspection certificate, or trucks, including but not limited to pickup trucks, trailers, motor homes, campers, ~~or~~ boats, motorcycles or motor scooters anywhere upon the condominium property is prohibited.

ARTICLE XVI(B)
PARKING

B. Parking: The Association may assign specific parking spaces to the Units in this Condominium. The parking spaces are located within the Limited Common Element parking area as shown and designated on Exhibit K attached hereto. Each parking space shall be numbered; however, said numbers shall not appear on Exhibit K attached hereto and the parking space assignments shall not be recorded in the Public Records of Broward County, Florida. Each Unit shall be entitled to one parking space. Additional parking spaces within said parking area

shall be used by Unit owner's guests and others as determined by the Association. The parking of trucks, including but not limited to pickup trucks, trailers, motor homes, campers, boats motorcycles or motor scooters upon any parking space is prohibited.

IN WITNESS WHEREOF, the undersigned have set hands and seal this 14 day of June, 2012.

Witnesses:

By: [signature]
Print: Myra Brown
By: [signature]
Print: L. CALANDRINO

By: [signature]
Print: Lauri Calandrino
By: [signature]
Print: Marian R Duty

HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.
By: [signature]
Print: Edward Brenner
Title: President
By: [signature]
Print: Eileen Catana
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of June, 2012 by Edward Brenner as President and by Eileen Catana as Secretary, respectively of Holly Court at Woodmont, A Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced FL Drivers License as identification and did/did not take an oath

[signature]
Signature of Notary

My commission expires:

MARIAN R. DUTY
MY COMMISSION #EE002662
EXPIRES: JUN 20, 2014
Bonded through 1st State Insurance

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this 16 day of April, 2013, by HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC. in accordance with the Declaration of Condominium and related documents which were recorded in the Official Records in Book 7796, Page 229 of the Public Records of Broward County, Florida; and

WHEREAS at a duly noticed Meeting of the Members and the Board of Directors held on the 16 day of APRIL, 2012 (the "Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, Amendment/additions to Article XV, Section A., Article XV Section K and Article XVI Section B of the Declaration were submitted to the Owners by the Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration and Bylaws and applicable Florida law, the proposed Amendment/additions to Article XV, Section A., Section A., Article XV Section K and Article XVI Section B of the Declaration were approved by not less three-fourths (3/4ths) of the voting interest of the Association at the Meeting and thereafter, with such vote consisting of not less than 75 affirmative votes.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by ~~**strikeout**~~, additions by **underlining**
3. Article XV, Section A., Article XV Section K and Article XVI Section B of the Declaration for HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC. are amended by adding the following:

   (Deletions indicated by ~~**strikeout**~~, additions by **underlining**)

ARTICLE XV
USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists:

A. Units shall be used for single family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted on any of said Units. ~~Except as otherwise provided herein,~~ Units may be occupied only as follows:

(1) If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the Unit may be occupied by such owner's family, servants and guests and no business or commercial enterprise may be operated therein.

(2) If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the Unit may be occupied by its partners, joint ventures, employees, officers, and directors, and by members of the families, servants and guests of the foregoing and no business or commercial enterprise may be operated therein.

(3) No more than a single family may reside in a Unit at any one time.

ARTICLE XV
USE RESTRICTIONS

K. The overnight parking of vehicles of any kind upon any of the Condominium property used for roadway purposes is prohibited, and the overnight parking of vehicles of any kind without a current license tag and inspection certificate, or trucks, including but not limited to pickup trucks, trailers, motor homes, campers, ~~or~~ boats, motorcycles or motor scooters anywhere upon the condominium property is prohibited.

ARTICLE XVI(B)
PARKING

B. Parking: The Association may assign specific parking spaces to the Units in this Condominium. The parking spaces are located within the Limited Common Element parking area as shown and designated on Exhibit K attached hereto. Each parking space shall be numbered; however, said numbers shall not appear on Exhibit K attached hereto and the parking space assignments shall not be recorded in the Public Records of Broward County, Florida. Each Unit shall be entitled to one parking space. Additional parking spaces within said parking area

shall be used by Unit owner's guests and others as determined by the Association. The parking of trucks, including but not limited to pickup trucks, trailers, motor homes, campers, boats motorcycles or motor scooters upon any parking space is prohibited.

IN WITNESS WHEREOF, the undersigned have set hands and seal this 16 day of April, 2013

Witnesses:

By: [signature]
Print: Mike Barnett
By: [signature]
Print: Aimee Marks

By: [signature]
Print: Mike Barnett
By: [signature]
Print: Aimee Marks

HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.
By: Eileen Catana
Print: Eileen Catana
Title: President
By: Helene R. Emanuel
Print: HELENE R. EMANUEL
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of April, 2013 by Eileen Catana as President and by Helene Emanuel as Secretary, respectively of Holly Court at Woodmont, A Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced _____ as identification and did/did not take an oath

[signature]
Signature of Notary

My commission expires: 4/19/15

MARGARET TALERICO
MY COMMISSION # EE081221
EXPIRES April 19, 2015
(407) 398-0153 FloridaNotaryService.com

INSTR # 112239682, OR BK 50719 PG 196, Page 1 of 2, Recorded 04/22/2014 at 03:40 PM, Broward County Commission, Deputy Clerk ERECORD

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC. F/K/A THE CYPRESS AT WOODMONT

THIS CERTIFICATE OF AMENDMENT is executed this 22 day of April, 2014, by HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC. F/K/A THE CYPRESS AT WOODMONT, A CONDOMINIUM in accordance with the Declaration of Condominium and related documents which were recorded in the Official Records in Book 7796, Page 229 of the Public Records of Broward County, Florida; and

WHEREAS at a duly noticed Meeting of the Members and the Board of Directors held on the 17th day of March, 2014 (the "Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, Amendment/additions to Article XV, Section L of the Declaration was submitted to the Owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration and Bylaws and applicable Florida law, the proposed Amendment/additions to Article XV, Section L of the Declaration was approved by not less three-fourths (3/4ths) of the voting interest of the Association at the Meeting with such vote consisting of not less than 72 affirmative votes.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by ~~strikeout~~, additions by **underlining**
3. Article XV, Section L of the Declaration for HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC. F/K/A THE CYPRESS AT WOODMONT, A CONDOMIUM. is amended by adding the following:

(Deletions indicated by ~~strikeout~~, additions by **underlining**)

(1.) Amendment to Article XV, Section L of the Declaration:

ARTICLE XV

USE RESTRICTIONS

L. No unit may be leased or rented during the first twelve (12) months of ownership. This restriction shall not apply to Association owned units. The Board of Directors may establish rules and regulations in order to enforce this provision.

4. Except, as set forth above, all other terms and conditions of the Declaration, By-Laws and Rules & Regulations shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the undersigned have set hands and seal this 22 day of April, 2014.

Witness

By: [signature]
Print: MIKE BARUCH

By: [signature]
Print: Melissa Aguilar

By: [signature]
Print: Vickie Richmond

By: [signature]
Print: Angie Mattei

HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.

By: [signature]
Print: Eileen J. Catena
Title: President

By: [signature]
Print: ROSALYN F. LEVINE
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of APRIL, 2014 by Eileen Catena as Pres and by Rosalyn Levine as Sec, respectively of Holly Court at Woodmont, A Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced N/A as identification and did/did not take an oath

[signature]
Signature of Notary

My commission expires: 4/19/15

MARGARET VALERICO
MY COMMISSION # EE081221
EXPIRES April 19, 2015
FloridaNotaryService.com

Instrument Prepared by:
Steven B. Katz, Esquire
Law Office of Steven B. Katz, P.A.
4300 North University Drive
Suite A106
Lauderhill, FL 33351
(954) 726-0805

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Condominium for HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., as recorded in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida, was duly adopted in accordance with the powers set forth in the Declaration of Condominium and the By-Laws for HOLLY COURT AT WOODMONT, as well as in accordance with the provisions of Chapter 718, Florida Statutes. The meeting at which the Amendment was approved was duly constituted, notice was properly given or waived in accordance with the Association's governing documents, and applicable Florida Statutes, and it does not contravene any restrictions contained in the documents referenced herein.

IN WITNESS WHEREOF, said Association has caused this certificate to be signed in its name, by its President and attested by its Vice President this 11 day of December, 2018.

Signed, sealed & delivered
n the presence of:

Lisa Emery
PRINTED NAME

Donna Wilbrin
PRINTED NAME

Lisa Emery
PRINTED NAME

Donna Wilbrin
PRINTED NAME

HOLLY COURT AT WOODMONT,
A CONDOMINIUM ASSOCIATION, INC.

BY: Carol Siegel
CAROL SIEGEL, President

ATTEST: Sydney Herold
SYDNEY HEROLD, Vice President

HOLLY COURT AT WOODMONT
c/o Property Management Partners, Inc.
7112 West McNab Road
Tamarac, FL 33321

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared CAROL SIEGEL and SYDNEY HEROLD, as President and Vice President respectively, of HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, who are personally known to me or who produced their drivers' licenses as identification, and who took an oath, and they acknowledged before me that they executed the foregoing Certificate of Amendment as such Officers for and on behalf of said Association after having been duly authorized to do so.

WITNESS my hand and official seal at Broward County, this 11 day of December, 2018.

My Commission Expires:

NOTARY PUBLIC - State of Florida

MARYANN PRINCIPATO
Commission # GG 114506
Expires August 3, 2021
Bonded Thru Budget Notary Services

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
HOLLY COURT AT WOODMONT,
A CONDOMINIUM ASSOCIATION, INC.

1. Article VII of the Declaration of Condominium is hereby amended to read as follows:

This Declaration may be amended at any regular or special meeting of the Unit owners of this Condominium called or convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than ~~three-fourths (3/4ths)~~ sixty percent (60%) of the total ~~vote~~ voting interests of the members of the Association.

deletion is indicated by ~~strikeout~~ ***addition is indicated by underline***

Instrument Prepared by:
Steven B. Katz, Esquire
Law Office of Steven B. Katz, P.A.
4300 North University Drive
Suite A106
Lauderhill, FL 33351
(954) 726-0805

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS FOR HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION

WE HEREBY CERTIFY that the attached Amendments to the Declaration of Condominium and By-Laws for HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, as recorded in Official Records Book 7796, Page 229, of the Public Records of Broward County, Florida, as amended, were duly adopted in accordance with the powers set forth in the Declaration of Condominium and the By-Laws for HOLLY COURT AT WOODMONT, as well as in accordance with the provisions of Chapter 718, Florida Statutes. Upon proper vote of the entire membership of the Unit Owners and the Board of Directors of HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., approval of the following amendments was obtained in accordance with the Association's governing documents, and applicable Florida Statutes, and they do not contravene any restrictions contained in the documents referenced herein.

IN WITNESS WHEREOF, said Association has caused this certificate to be signed in its name, by its President and attested by its Vice President this 20th day of FEBRUARY, 2019.

Signed, sealed & delivered
n the presence of:

LISA Emery
PRINTED NAME

Donna Ulbrin
PRINTED NAME

LISA Emery
PRINTED NAME

Donna Ulbrin
PRINTED NAME

HOLLY COURT AT WOODMONT,
A CONDOMINIUM ASSOCIATION, INC.

BY: Carol J. Siegel
CAROL J. SIEGEL, President

ATTEST: Sydney Herold
SYDNEY HEROLD, Vice President

HOLLY COURT AT WOODMONT
c/o Property Management Partners, Inc.
7112 West McNab Road
Tamarac, FL 33321

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared CAROL J. SIEGEL and SYDNEY HEROLD, as President and Vice President respectively, of HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, who are personally known to me or who produced their drivers' licenses as identification, and who took an oath, and they acknowledged before me that they executed the foregoing Certificate of Amendment as such Officers for and on behalf of said Association after having been duly authorized to do so.

WITNESS my hand and official seal at Broward County, this 20 day of FEBRUARY, 2019.

My Commission Expires:

NOTARY PUBLIC - State of Florida

MARYANN PRINCIPATO
Commission # GG 114506
Expires August 3, 2021
Bonded Thru Budget Notary Services

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS FOR HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC. A FLORIDA NON-PROFIT CORPORATION

AMENDMENT NO.: 1 TO DECLARATION OF CONDOMINIUM:

Article XV of the Declaration of Condominium is hereby amended to read by adding the following Section M:

M. Notwithstanding any provision contained within the governing documents of the Association, all Unit owners, regardless of how they acquire title to their Unit, who acquire title to a Unit after the date of the recording of this amendment to the Declaration of Condominium shall be prohibited from renting or leasing their Unit.

deletion is indicated by ~~strikeout~~ ***addition is indicated by underline***

AMENDMENT NO.: 2 TO DECLARATION OF CONDOMINIUM:

Article XI, Section A of the Declaration of Condominium is hereby amended to read as follows:

A. Sale or Rental of Units~~. In the event any Unit owner wishes to sell, rent, transfer, or lease his Unit, the Association shall have the option to purchase, rent or lease said Unit upon the same conditions as are offered by the Unit owner to a third person. Any attempt to sell, rent or lease said Unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.~~

Should a Unit owner wish to sell, lease, transfer or rent his Condominium unit, he shall, ~~before accepting any offer to purchase, sell, lease, transfer or rent his Condominium unit,~~ deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, two (2) bank references and three (3) individual references (local, if possible) from the prospective purchaser or tenant, and such other information, to be requested within five (5) days from receipt of such Notice, as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the requirements aforementioned.

The Board of Directors of the Association, within ~~ten (10)~~ thirty (30) days after receiving such Notice and such supplemental information as is required by the Board of Directors, shall either: Consent to the transaction specified in such Notice; or by written notice to be delivered to the Unit owner's Unit, or mailed to the place designated by the Unit owner in his Notice, object to the sale, leasing or renting, for good cause~~, and designate the Association, one or more persons,~~

~~Unit owners or any other person satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent upon the same terms as those specified in the Unit owner's Notice.~~

~~The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the Unit owner's Notice. Thereupon the Unit owner shall either accept or reject such offer or withdraw the offer specified in his Notice to the Board of Directors. Failure of the Board of Directors to designate such person or failure of such person to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the Unit owner's Notice, and the Unit owner shall be free to make or accept the offer specified in his Notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his Notice was given.~~

The consent of the Board of Directors of the Association shall be in recordable form, signed by two (2) officers of the Association and shall be delivered to the approved purchaser or lessee. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid~~, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors recorded in the Public Records.~~

The subleasing or subrenting of a Unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sublease be used or in the alternative, thereafter, the Board of Directors' approval of the lease or sublease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

Where a corporate entity is the owner of a unit, it may designate the occupants of the Units as it desires and for such periods of time as it desires without compliance and with the provisions of Section "A" of this Article XI. The foregoing shall not be deemed and assignment or subleasing of a Unit and shall be deemed to be in compliance with the provisions of the first paragraph of Article XI of this Declaration.

AMENDMENT NO.: 3 TO DECLARATION OF CONDOMINIUM:

Article XI, Section B (4) of the Declaration of Condominium is hereby amended to read as follows:

4. The foregoing provisions of this Article XI shall not apply to transfers by a Unit owner to any member of his immediate family, to-wit: spouse, children or parents.

The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transferring of a Unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a Unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association may within thirty (30) days of proper evidence or rightful designation served upon the President or any officer of the Association or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or decedent, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

If the Board of Directors of the Association shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner of the Condominium Parcel, subject to the provisions of this Declaration and Exhibits attached thereto.

~~If, however, the Board of Directors of the Association shall refuse to give consent, then the members of the Association shall be given an opportunity, during thirty (30) days next after said last above-mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash the said Condominium Parcel art the then fair market value thereof. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium Parcel is located upon ten (10) days notice on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel or such person or persons, or the legal representative of the deceased owner, may sell said Condominium parcel and such sale shall be subject in all other respects to the provisions of this Declaration and Exhibits attached hereto.~~

AMENDMENT NO.: 1 TO THE BY-LAWS:

Article 2 of the By-Laws is hereby amended to read as follows:

2. MEMBERS:

(a) The annual members' meeting shall be held at the offices of the ~~Corporation~~ Association, or at another location as designated by the Board of Directors, at 11:00 a.m., Eastern Standard Time, ~~on the 14th day of October of each year~~ on a day to chosen by the Board of Directors in the first week of January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the member; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding business day at the same hour time and place.

(The reminder of Article 2 remains unchanged)

deletion is indicated by ~~strikeout~~ ***addition is indicated by underline***

EXHIBIT P

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 20th day of October, 1977.

Charter Number: 740587

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 24th day of October, 1977.

SECRETARY OF STATE

CORP 101 (Corp. 94)
7-13-76

OFF REC 7796 PAGE 320

FILED
OCT 20 10 50 AM '77
SECRETARY OF STATE
MIAMI, FLORIDA

EXHIBIT P

ARTICLES OF INCORPORATION

OF

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

1. NAME

The name of the Corporation is THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

2. PURPOSE

The Corporation is organized as a Corporation not for profit under the provisions of Chapter 617 of the Florida Statutes and is a Condominium Association as referred to and authorized by Section 718.111 of the Florida Statutes. The purpose for which the Corporation is organized is to provide an entity responsible for the operation of one or more Condominiums in Broward County, Florida, with the name THE CYPRESS AT WOODMONT, A CONDOMINIUM. Said Condominiums will be herein collectively referred to as the "Condominium", and the Declarations of Condominiums whereby the same have or will be created is herein called "Declarations". A description of the lands of the Condominium is set forth in the Declaration. There may be several Condominiums with the name THE CYPRESS AT WOODMONT followed by a number, prior to the use of the words A CONDOMINIUM. THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. may operate all of said Condominiums.

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION.

The members of this Corporation shall constitute all of the record owners of Condominium Parcels of the Condominium. Change of membership in this Corporation shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing record title to a Condominium Parcel and the delivery to the Corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Corporation.

The membership of the prior owner of such Condominium Parcel shall be thereby terminated. Where any one Unit or parcel of Condominium property is owned by more than one person, firm, individual or corporation or other legal entity, the composite title holder shall be and constitute one member of membership. Any person, firm, individual, Corporation or legal entity owning more than one Unit or parcel shall be as many members as the number of Units owned.

4. TERM

The existence of the Corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the Corporation shall be dissolved in accordance with law.

5. NAMES AND RESIDENCES OF SUBSCRIBERS

The names of the Subscribers to these Articles of Incorporation are:

EUGENE M. TOLL	7801 N. W. 80th Avenue Tamarac, Florida 33321
KATHLEEN BRAIMAN	7801 N. W. 80th Avenue Tamarac, Florida 33321
WILLIAM H. KLEBOLD	7801 N. W. 80th Avenue Tamarac, Florida 33321

6. DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Directors. The officers of the Corporation shall be a President, Vice-President, Treasurer and Secretary, which officers shall be elected annually by the Board of Directors. The Directors and Officers may lawfully and properly exercise the powers set forth in Paragraph (11) hereof, notwithstanding the fact that some or all of them

who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the Agreements executed pursuant to such powers are some or all of the persons with whom the Corporation enters into such Agreement or who are employed by or own some or all of the proprietary interests in the entity or entities with whom the Corporation enters into such Agreements. Disclosure of such Agreements by setting forth the same in the Declaration, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such Agreements and the valid exercise by the Directors and Officers of this Corporation of the powers pertinent thereto.

7. NAMES OF OFFICERS

The names of the officers who are to serve until the first election or appointment are as follows:

EUGENE M. TOLL	PRESIDENT
KATHLEEN BRAIMAN	VICE-PRESIDENT
WILLIAM H. KLEBOLD	SECRETARY
WILLIAM H. KLEBOLD	TREASURER

8. BOARD OF DIRECTORS

The Board of Directors shall consist of not less than three (3), nor more than seven (7) persons initially; the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

EUGENE M. TOLL 7801 N. W. 80th Avenue Tamarac, Florida 33321	KATHLEEN BRAIMAN 7801 N. W. 80th Avenue Tamarac, Florida 33321	WILLIAM H. KLEBOLD 7801 N. W. 80th Ave. Tamarac, Fla. 33321

9. BY-LAWS

The original By-Laws are to be made by the Board of Directors and/or declared under such Declaration. The same

may thereafter be amended only with the approval of sixty (60%) percent of all the directors and not less than seventy-five percent (75%) of the members of the Association.

10. AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended only with the approval of sixty (60%) percent of all the Directors and not less than seventy-five percent (75%) of the members of the Association.

11. POWERS

The Corporation shall have all of the following powers:

1. Section 617.021. All of the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 718 of the Florida Statutes.

2. Chapter 718. All of the powers of an Association as set forth in Chapter 718 of the Florida Statutes.

3. Leaseholds. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation, or other use for the benefit of the Unit owners.

4. Management. To contract with a third party for the management of the Condominium and to delegate to the Contractor all powers and duties of this Corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the Corporation.

5. Acquisition of Condominium Parcels. To acquire by purchase, or otherwise, parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

6. Operations. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or By-Laws.

12. INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer at the time said expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

13. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 400 North State Road 7, Suite 350, Margate, Florida 33063, and the name of the initial registered agent of this Corporation is GERRALD B. DEUTSCH, ESQUIRE.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof, we have hereunto set our

hands and seals this 12th day of October, 1977.

Eugene M. Toll

Kathleen Braiman

William H. Klebold

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared EUGENE M. TOLL, KATHLEEN BRAIMAN and WILLIAM H. KLEBOLD acknowledged before me that they executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Tamarac, said County and State, this 12th day of October, 1977.

Geraldine J. Rainbow

Notary Public

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Aug. 23, 1980 Bonded by American Ins & Casualty Company

OFF 7796 PAGE 326

CERTIFICATE DESIGNATING PLACE OF BUSINESS OF DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First...That THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at the City of Margate, County of Broward, State of Florida, has named GERRALD B. DEUTSCH, ESQUIRE, at 400 North State Road 7, Suite 350, Margate, Florida 33063, as its agent to accept service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-stated Corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By: Gerald B. Deutsch
Resident Agent

EXHIBIT Q

BY-LAWS

OF

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit under the laws of the State of Florida.

1. IDENTITY

These are the By-Laws of THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida (The "Corporation"), the Articles of Incorporation of which were filed in the office of the Secretary of State on the 20th day of October, 1977, and subject to the Charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as THE CYPRESS AT WOODMONT, A CONDOMINIUM. The Corporation has been organized for the purpose of administering a Condominium upon that certain parcel of land lying and being situate in Broward County, Florida, and particularly described on Exhibit A of the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, hereinafter referred to as the "Declaration".

(a) The office of the Corporation shall be at 400 North State Road 7, Suite 350, Margate, Florida, or such other address as the Board of Directors, from time to time, may determine.

(b) The fiscal year of the Corporation shall be the calendar year.

(c) The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

2. MEMBERS

(a) The annual members' meeting shall be held at the offices of the Corporation at 11:00, Eastern Standard Time, on the 14th day of October of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the member; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding day at the same hour.

(b) Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Additionally, a Special Member's Meeting, shall be called upon receipt, by any officer, of written requests from one-third of the entire membership.

(c) Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing, sent by mail, to each member at his address as it appears on the books of the Corporation and shall be mailed not less than fourteen (14) days, not more than sixty (60) days prior to the date of the meeting. Written notice shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting. Notice of any meeting may be waived by a majority of the Unit owners before or after said meeting.

The place at which said meeting is to be held shall be determined by the Board of Directors and shall be set forth in the notice to each member.

(d) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. Each member shall be entitled to the number of votes in the affairs of the Corporation as he shall be entitled by the Declaration. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

(e) The votes of the owners of a Unit owned by more than one person or by a Corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Unit and filed with the Secretary of the Corporation. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the votes of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(f) Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

(g) Approval or disapproval of a unit owner upon any matter, whether or not the subject of a Corporation meeting, shall be by the same person who would cast the votes of such owner if in a Corporation meeting.

(h) Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is

present.

(i) The order of business at annual members' meetings and, as far as practical at all other members' meetings, shall be:

(1) Election of chairman of the meeting.
(2) Calling of the roll and certifying of proxies.
(3) Proof of notice of meeting or waiver of notice.
(4) Reading and disposal of any unapproved minutes.
(5) Reports of officers.
(6) Reports of committees.
(7) Election of inspectors of election.
(8) Election of Directors.
(9) Unfinished Business.
(10) New Business.
(11) Adjournment.

3. DIRECTORS

(a) The Board of Directors (The "Board") shall consist of five (5) persons. Each member of the Board shall either be the owner of a unit, have an interest therein or in the event of Corporate ownership, any officer or designated agent thereof.

(b) Election of the Board shall be conducted in the following manner:

(1) Members of the Board shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board may be filled until the date of the next annual meeting by the remaining directors.

(3) Anything herein contained to the contrary notwithstanding TOLL DEVELOPMENT CORP., its successors or assigns, shall appoint the Board of Directors for the period contemplated in Article XX of the Declaration.

(c) The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until

he is removed in the manner elsewhere provided.

(d) The organization meeting of a newly-elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

(e) Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived.

(f) Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(g) A quorum at the Board's meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the entire Board, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing or concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(h) The presiding officer of Directors' meetings shall be the Chairman of the Board, if such an officer has been elected, and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(i) Directors' fees, if any, shall be determined by the members.

(j) Removal of Directors. A director may be removed from office with or without cause and, specifically, for the failure to be either the owner of a unit, have an interest therein, or in the event of corporate ownership, to be an officer or designated agent thereof, except that this provision shall not apply to those Directors selected by TOLL DEVELOPMENT CORP., its successors or assigns, as herein elsewhere provided for.

The removal of a Director pursuant to this paragraph shall be by the majority vote of the remaining Board members at a special meeting called for that purpose.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Corporation shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include, but shall not be limited to, the following:

(a) To make and collect assessments against members to defray the costs of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the Condominium property.

(d) To reconstruct any improvements after casualty and to further improve the property.

(e) To make and amend regulations respecting the use of the property in the Condominium.

(f) To approve or disapprove proposed purchasers, lessees, mortgagees of units in the manner provided by the Condominium Documents.

(g) To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Corporation, and the regulations for the use of the property in the condominium.

(h) To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Corporation except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the membership of the Corporation.

(i) To pay taxes and assessments which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the Units subject to such liens.

(j) To carry insurance for the protection of Unit owners and the Corporation against casualty and liabilities.

(k) To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual Units.

(l) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Corporation.

5. OFFICERS

(a) The executive officers of the Corporation shall be

a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Corporation.

(b) The President shall be the chief executive officer of the Corporation. He shall have all of the powers and duties which are usually vested in the office of president of a corporation, including but not limited to, the power to appoint committees from among the members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the Corporation.

(c) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(d) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Corporation and affix the same to instruments requiring a seal of the Corporation and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Corporation, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of a Corporation and as

may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

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

(f) The compensation of all officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Corporation nor preclude the contracting with a director for the management of the condominium.

6. FISCAL MANAGEMENT

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

(a) Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments came due, the amounts paid upon the account and the balance due upon assessments.

(b) Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Corporation.

Copies of the budget and proposed assessments shall be transmitted to each member on or before thirty (30) days preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

(c) The depository of the Corporation shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Corporation shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(d) An audit of the accounts of the Corporation shall be made annually by an accountant to be selected by the Board of Directors, and a copy of the report shall be furnished to each member not later than four months after the end of the year for which the report is made.

(e) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Corporation and from any contractor handling or responsible for Corporation funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Corporation.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

8. AMENDMENTS

Amendments to the Corporate Charter and/or By-Laws shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment must receive approval of sixty (60%) percent of the votes of the entire membership of the Board of Directors, and seventy-five (75%) percent of the votes of the entire membership of the Corporation. Directors and members not present at the meetings considering the amendment may express their approval in writing.

(c) Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Corporation, and after being proposed and approved by one of such bodies, it must be approved by the other.

(d) Effective date. An amendment when adopted, and in the case of Charter amendments, filed with the Secretary of State of the State of Florida, shall become effective only after being recorded in the Public Records of Broward County, Florida.

The foregoing were adopted as the By-Laws of THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 14th day of November, 1977.

Secretary

84-296303

THE CYPRESS AT WOODMONT
CONDOMINIUM ASSOCIATION, INC.

P.O. Box 26354
Tamarac, Florida 33320

August 1,1984

THE BY-LAWS OF THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION INC., A NOT-FOR-PROFIT CORPORATION, ARE AMENDED, IN ACCORDANCE WITH THE CONDOMINIUM ARTICLES AND FLORIDA STATUTES, AS FOLLOWS:

BY-LAWS-ARTICLE 3(a) REFERENCE,PAGE 4 OF CONDOMINIUM DOCUMENTS

THE BOARD OF DIRECTORS SHALL CONSIST OF NINE(9) PERSONS AND EACH MEMBER OF THE BOARD SHALL BE THE OWNER OF A UNIT OR HAVE AN INTEREST THEREIN. THE LEGAL SPOUSE OF A UNIT OWNER, AND ONLY WITH THE WRITTEN AUTHORIZATION OF SAID UNIT OWNER,SHALL BE DEEMED TO HAVE SUCH AN INTEREST AND SHALL BE ELIGIBLE TO BE A MEMBER OF THE BOARD OF DIRECTORS.

The foregoing amendment to the By-Laws has been approved by both the Board of Directors and the membership of the association as required, and which is attested to by the President and Secretary of the Association, in witness whereof we hereunto set our hands and seal:

Lawrence Rosen
President

Clarence Katine
Secretary

State of Florida
County of Broward

Before me ,the undersigned authority,personally appeared Lawrence Rosen and Clarence Katine and executed the above article,in witness whereof I have set my hand and seal at Tamarac, County of Broward, State of Florida this 1st day of August,1984

Bruce Sabbins
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 1 1986
BONDED THRU GENERAL INSURANCE UND

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

INSTR # 99260557
OR BK 29464 PG 0701
RECORDED 05/18/99 10:44 AM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DEPUTY CLERK 1012

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
HOLLY COURT AT WOODMONT,
A CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws, an Exhibit to the Declaration of Condominium of The Cypress At Woodmont, as recorded in Official Records Book 7796 at Page 229 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held May 6, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 6 day of May, 1999, at Tamarac, Broward County, Florida.

WITNESSES

Sign Lawrence Feinberg
Print LAWRENCE FEINBERG

Sign Meryln Levine
Print MERYLN LEVINE

HOLLY COURT AT WOODMONT, A CONDOMINIUM ASSOCIATION, INC.

By: Shelly Gross
Shelly Gross, President
Address: 8799 Holly Ct.
Tamarac FL. 33321

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of May, 1999, by Shelly Gross, as President of Holly Court At Woodmont, A Condominium Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known X OR
Produced Identification ___

Type of Identification

sign Phyllis J. Roberts
print Phyllis J. Roberts
My Commission expires: 1/29/2000

Phyllis J. Roberts
MY COMMISSION EXPIRES JANUARY 29, 2000
#CC 528601
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Document #214634

2

AMENDMENT TO THE
BY-LAWS OF HOLLY COURT AT WOODMONT,
A CONDOMINIUM ASSOCIATION, INC.

Article 4, Section (g) of the By-Laws is be amended to read as follows:

(g) To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Corporation, and the regulations for the use of the property in the condominium. To facilitate the enforcement of all the Condominium Documents including, the Declaration of Condominium, Articles of Incorporation, the By-Laws, and Rules and Regulations, the Board of Directors of the Condominium Association is herewith empowered to levy and impose a fine for the infraction and/or violation of any section of these documents.

When an alleged violation is brought to the attention of the Board of Directors, the Board must determine if there is a probability of a violation. If it is the determination of the Board that there is such a probability, a notice describing the alleged violation shall be sent to the alleged violator, via United States Certified Mail, Return Receipt Requested; such notice also stating the date, time and place and requesting the attendance of the alleged violator at a hearing expressly called so as to determine the guilt or innocence of the alleged violator. The date of the meeting shall not be less than 14 days after the mailing of the notice to the alleged violator. The final determination as to whether a fine is to be imposed shall be made at the hearing by a panel of not less than seven (7) unit owners selected and drawn by lot by the Secretary of the Association from a current list of unit owners, but in no event shall an officer or director of the Association be a member of this panel.

If a fine is imposed, the amount of the fine shall also be determined by the panel, but no fine shall exceed the amount of $25.00 for the first offense, $50.00 for the second offense of the same type, $75.00 for the third offense of the same type, or $100.00 for the fourth or more offense of the same type, but in no event shall the total of the fines imposed for the same type of violation exceed the sum of $1,000.00. Fines so levied, shall be payable to the Association no later than the tenth of the month following the month in which the fine was levied. Failure to make payment by this time shall subject the violator to interest at the highest rate permitted by law and this interest rate also applies to any judgment or decree entered on the underlying debt. Violations and/or infractions made by a guest, tenant, servant, or employee of the unit owner do not relieve the unit owner of potential liability for these violations or infractions.

NOTE: **NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

158070

PREPARED BY AND RETURN TO:
Geoffrey S. Mombach
SPEAR, DEUSCHLE & CURRAN, P. A.
5554 North Federal Highway
Fort Lauderdale, Florida 33308

78-254770

DECLARATION OF CONDOMINIUM

OF

THE CYPRESS AT WOODMONT, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made by TOLL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as "Developer", for itself, its successors, grantees and assigns.

ARTICLE I

SUBMISSION STATEMENT

TOLL DEVELOPMENT CORP., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Broward County, Florida, as more particularly described in Exhibit A (all Phases), hereby states and declares fee simple title to the lands described on Exhibit K (Phase X) is submitted to Condominium ownership, pursuant to Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the provisions of said Condominium Act are hereby incorporated by reference and included thereby, and does herewith file for record this Declaration of Condominium. THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. has also joined in the execution of this Declaration to submit to condominium form of ownership its incorporeal easement estate in a certain perpetual easement for ingress, egress and utility purposes, over, under and across the real property described in Exhibit R, all of the aforesaid Exhibits being annexed hereto and made a part hereof.

DEFINITIONS. As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereto, unless the context otherwise requires, the following definitions shall prevail:

A. 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.

B. ASSOCIATION means THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a non-profit corporation (herein-

after referred to as "Association"), said Association being the entity responsible for the operation of the Condominium.

C. BY-LAWS and ARTICLES means the By-Laws and Articles of the Association as they exist from time to time.

D. CONDOMINIUM means that form of ownership of real property under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit, as part thereof, an undivided share in the Common elements.

E. CONDOMINIUM ACT means and refers to the Condominium Act of the State of Florida as it presently exists (Chap. 718, F.S.)

F. CONDOMINIUM DOCUMENTS means this Declaration, the Articles of Incorporation and By-Laws of the Association and all other Exhibits attached hereto, as amended.

G. UNIT or CONDOMINIUM UNIT is a Unit as defined in the Condominium Act, referring herein to each of the separate and identified Units delineated in the Survey attached to the Declaration as Exhibit K and when the context permits, the Condominium Parcel includes such Unit, including its share of the Common elements appurtenant thereto. The physical boundaries of each Unit are as delineated in the Survey aforedescribed and are as more particularly described in Article III of this Declaration.

H. CONDOMINIUM PARCEL or PARCEL means a Unit, together with the undivided share in the Common elements which is appurtenant to the Unit.

I. CONDOMINIUM PROPERTY means and includes the lands and personal property that are subject to Condominium ownership whether or not contiguous, and thereto intended for use in connection with the Condominium Parcel.

J. COMMON ELEMENTS means the portions of the Condominium property not included in the Units.

K. COMMON EXPENSES means the expenses and assessments incurred by the Association for the Condominium.

L. COMMON SURPLUS means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the Common elements over the Common expenses.

M. DECLARATION or DECLARATION OF CONDOMINIUM means this instrument and any amendments thereto that may be recorded from time to time.

N. DEVELOPER means TOLL DEVELOPMENT, CORP., a Florida corporation, its successors and assigns.

O. INSTITUTIONAL MORTGAGEE means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender. An individual mortgage on a Unit may be placed through an institutional mortgagee or title company.

P. 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 as specified in this Declaration.

Q. OCCUPANT means the person or persons in possession of a Unit, including the Unit owner.

R. UNIT OWNER or OWNER OF A UNIT means the owner or group of owners of a Condominium Parcel.

S. REGULATIONS means rules or regulations respecting the use of the Condominium Property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

T. SINGULAR, PLURAL, GENDER whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by F. S. 718.103 of the Condominium Act as of the date of this Declaration.

ARTICLE II

CONDOMINIUM NAME

The name by which this Condominium is to be identified shall be THE CYPRESS AT WOODMONT, A CONDOMINIUM.

ARTICLE III

SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTIFICATION OF UNITS

A. Survey Exhibits. The Survey Exhibits, annexed hereto and made a part of this Declaration, are the following exhibits, to-wit:

Exhibit A: Plot Plan and legal description, reflecting, in detail, all twelve proposed phases.

Exhibit K : Phase X

Page 1: Overall Plot Plan & Legal Description
Page 2: Floor Plan for Phase X , First Floor
Page 3: Floor Plan for Phase X , Second Floor

At the time of the execution of this Declaration, the lands described in Exhibit K , have been submitted to condominium form of ownership. Exhibit K , contains a survey of the land, graphic description of the improvements (building and units), and a plot plan, and together with this Declaration, it is in sufficient detail to identify the location, dimensions, and size of the common elements, limited common elements, and of each Unit in Phase X , as evidenced by the Certificate of the Registered Land Surveyor in compliance with Section 718.104(4)(e), Florida Statutes. Exhibit N annexed to this Declaration, reflects, in detail, the Recreation Phase and delineates the land upon which the recreational facilities will be located, together with a legal description and survey of said lands. Upon the submission of additional phases, amendments will be made to this Declaration provided, at which time, the final Exhibits as to each phase submitted to condominium form of ownership will be provided in the same manner as Phase X .

B. Unit Identification. The Condominium Property consists of all Units and other improvements as set forth in Exhibit K attached hereto, and for purposes of identification, all units are given identifying numbers and the same are set forth in Exhibit K and Exhibit O attached hereto, and made a part hereof. No Unit bears the same identifying number as does any other Unit. The aforesaid numbers as to the Unit are also the identifying numbers as to the Parcel. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions and limitations of record.

C. Unit Boundaries. Each Unit shall consist of the space bounded on the perimeter, by the vertical projections of the Unit boundary lines as shown on the drawings included in Exhibit K . The said boundaries are more particularly described as follows:

(1) Upper Boundary - The upper boundary of each Unit shall be the plane or planes of the unfinished ceiling extended to the intersection of such plane or planes with the perimetrical boundary of the Unit as hereinafter described.

(2) Lower Boundary - The lower boundary of each Unit shall be the horizontal plane of the unfinished floor extended to the intersection of such plane with the perimetrical boundary of the Unit as hereinafter described.

(3) Perimetrical Boundaries - The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.

The space within each of the Units shall not be further subdivided. Interior partitions and walls shall be part of the Unit.

ARTICLE IV

VOTING RIGHTS

There shall be one person with respect to each Unit ownership who shall be entitled to vote at any meeting of

the Unit owners. Such person shall be known (and is hereinafter referred to) as a "Voting Member". If a Unit is owned by more than one person, the owners of said Unit shall designate one of them as the Voting Member, or in the case of a corporate Unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Units in the Condominium, and each Condominium Unit shall have no more and no less than one (1) vote in the Association. If a Unit owner owns more than one Condominium Unit, he shall be entitled to one (1) vote for each Unit owned.

ARTICLE V

OWNERSHIP OF COMMON ELEMENTS

Each of the Unit owners of the Condominium shall own an undivided interest in the Common elements and Limited common elements, and the undivided interest, stated as percentages or fractions of such ownership in the said Common elements and Limited common elements, is set forth in Exhibit O which is attached to this Declaration and made a part hereof.

The fee title to each Condominium parcel shall include both the Condominium Unit and the above respective undivided interest in the Common elements, said undivided interest in the Common elements to be deemed to be conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common elements appurtenant to each Unit shall be null and void. The term "Common elements", when used throughout this Declaration, shall mean both Common elements and Limited common elements, unless the context otherwise specifically requires.

ARTICLE VI

COMMON EXPENSES AND SURPLUS

The Common expense and Common surplus of the Condominium shall be shared by the Unit owners as specified and set forth in Exhibit O. The foregoing ratio of sharing Common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their locations, or the building square footage included in each Condominium Unit.

Any common surplus of the Association shall be owned by each of the Unit owners in the same proportion as their percentage ownership interest in the Common elements, any Common surplus being the excess of all receipts of the Association from this Condominium including, but not limited to, assessments, rents, profits and revenues on account of the Common elements of this Condominium over the amount of the Common expenses of this Condominium.

ARTICLE VII

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit owners of this Condominium called or convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association.

All Amendments shall be recorded and certified, as required by the Condominium Act. Except as otherwise provided for in this Article VII, no Amendment shall change any Condominium Parcel nor a Condominium Unit's proportionate share of the Common expenses or Common surplus, nor the voting rights appurtenant to any Unit, unless the record owner or owners thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the

execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees, or change the provisions of this Declaration with respect to Insitutional mortgagees, without the written approval of all Institutional mortgagees of record, nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Unit owners and of all record owners of mortgages.

Notwithstanding the foregoing, no Amendment shall change the rights and privileges of the Developer without the Developer's prior written approval.

Notwithstanding the foregoing paragraphs of this Article VII, the Developer reserves the right to change the design and arrangement of all Units, and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by the Amendment of this Declaration with a survey attached, reflecting such authorized alteration of Units, and said Amendment need only be executed and acknowledged by the Developer and any holders of Institutional mortgages encumbering the said altered Units. The survey shall be certified in the manner required by the Condominium Act. If more than one Unit is concerned, the Developer shall apportion between the Units the shares in the Common elements appurtenant to the Units concerned, together with apportioning the Common expenses and Common surplus of the Units concerned, and such shares of Common elements, Common expenses and Common surplus of the Units concerned shall be duly noted in the Amendment of the Declaration.

Notwithstanding the other paragraphs of this Article VII, the Developer expressly reserves the right to amend this Declaration for one or any combination of the following purposes:

A) To conform to the requirements of any prospective Institutional mortgagee; or

B) To conform this Declaration to the requirements of any valid statute or rule or regulation affecting the subject matter hereof.

Said Amendments may be made and executed solely by the Developer and without any requirement of securing the consent of any Unit owners or any others, and without regard to any other provision herein contained regarding amendments, and said amendment shall be duly filed in the public records of Broward County, Florida.

Notwithstanding the provisions of this Article VII, the Declaration and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to F. S. 718.110(5) and the Declarations and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to the provisions of F. S. 718.304(1), subject only to the unanimous approval of the full Board of Directors.

Notwithstanding the foregoing paragraphs of this Article VII, the Developer reserves the right to amend this Condominium and the Declaration of Condominium and Exhibits attached thereto to add one or more phases to this Condominium pursuant to Article XXI of this Declaration and F. S. 718.403. The aforesaid amendment shall not require the execution of such amendment or consents thereto by Unit owners, the Condominium Association nor the members thereof, nor the owner and holder of any lien encumbering a Condominium Parcel in this Condominium and said amendment shall

only be required to be executed by the Developer and recorded in the Public Records of Broward County, Florida.

ARTICLE VIII

ASSOCIATION

The operating entity of the Condominium shall be THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, which is responsible for the operation of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation being attached hereto, marked Exhibit P, and made a part hereof, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration and the By-Laws and as they may be amended from time to time.

Every owner of a Condominium Parcel, whether he has acquired his ownership by purchase, by gift, by conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of said Association, the provisions of this Declaration and all Exhibits attached hereto. Membership in the Association shall terminate upon the termination of ownership of a Condominium Parcel in this Condominium.

ARTICLE IX

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Association, which are set forth in a document which is annexed to this Declaration, marked Exhibit Q and made a part hereof.

No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel or which would change the provisions of the By-Laws with respect to Institutional mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's written consent.

ARTICLE X

ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common expenses of the Condominium Property and such other assessments as are specifically provided for in this Declaration and Exhibits attached hereto. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association, this Declaration and the Exhibits attached hereto.

The Common expenses shall be assessed against each Condominium Parcel owner as provided for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten (10%) per cent per annum from due date until paid, and at the sole discretion of the Board of Directors a late charge of Twenty-Five and no/100 ($25.00) Dollars shall be due and payable.

Assessments shall be made for the calendar year annually, in advance, on December 1st preceding the year for

which assessments are made, and such assessments shall constitute a lien for the total amount of all such annual assessments against the Unit for which assessment is made. Such assessments shall be due in four (4) quarterly installments on January 1st, April 1st, July 1st and October 1st of the year for which the assessments are made. Upon default by any Unit owner in the payment of such quarterly installments, within thirty (30) days after the due date thereof, then the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of the quarterly installments for the then-current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution of the Board of Directors of the Association, and the unpaid assessment for the remaining portion of the year shall be apportioned over the remaining quarterly installments for that year. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

The Association shall have a lien on each Condominium Parcel for unpaid assessments, together with interest thereon, against the Unit owner of such Condominium Parcel, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees, including fees on appeal, incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association 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, shall be payable by the Unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a Unit owner in payment of his obligation under any Management Agreement, and the Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing said lien and may settle and compromise same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the Unit owner or anyone by, through, or under said Unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit owner and/or occupant.

Where the Institutional mortgagee of a first mortgage of record, or other purchaser of a Condominium Unit, obtains title to a Condominium parcel as a result of foreclosure or the Institutional first mortgagee of record accepts a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of Common expenses or assessments by the Association pertaining to such Condominium parcel, or chargeable to the former Unit owner of such parcel, which became due prior to acquisition of title as a result of foreclosure or the acceptance of such deed in lieu of foreclosure unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the

foreclosed mortgage. Such unpaid share of Common expenses or assessments shall be deemed to be Common expenses collectible from all of the Unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a Unit, except through foreclosure of an Institutional first mortgage of record or by virtue of an Institutional first mortgagee accepting a deed to a Condominium parcel in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common elements until such time as all unpaid assessments due and owing by the former Unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any Unit owner or group of Unit owners, or to any third party.

ARTICLE XI

SALE, RENTAL, MORTGAGING, OR OTHER ALIENATION OF CONDOMINIUM UNITS

A. Sale Or Rental Of Units. In the event any Unit owner wishes to sell, rent, transfer, or lease his Unit, the Association shall have the option to purchase, rent or lease said Unit upon the same conditions as are offered by the Unit owner to a third person. Any attempt to sell, rent or lease said Unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a Unit owner wish to sell, lease, transfer or rent his Condominium unit, he shall, before accepting any offer to purchase, sell, lease, transfer or rent his Condo-

minium Unit, deliver to the Board of Directors of the Association a written Notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, two (2) bank references and three (3) individual references (local, if possible), and such other information, to be requested within five (5) days from receipt of such Notice, as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the requirements aforementioned.

The Board of Directors of the Association, within ten (10) days after receiving such Notice and such supplemental information as is required by the Board of Directors, shall either: Consent to the transaction specified in said Notice; or by written notice to be delivered to the Unit owner's Unit, or mailed to the place designated by the Unit owner in his Notice, object to the sale, leasing or renting, for good cause, and designate the Association, one or more persons, Unit owners or any other person satisfactory to the Board of Directors of the Assocation, who are willing to purchase, lease or rent upon the same terms as those specified in the Unit owner's Notice.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the Unit owner's Notice. Thereupon the Unit owner shall either accept or reject such offer or withdraw

the offer specified in his Notice to the Board of Directors. Failure of the Board of Directors to designate such person or failure of such person to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the Unit owner's Notice, and the Unit owner shall be free to make or accept the offer specified in his Notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his Notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors recorded in the Public Records.

The subleasing or subrenting of a Unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sublease be used or in the alternative, thereafter, the Board of Directors' approval of the lease or sublease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

Where a corporate entity is the owner of a unit, it may

designate the occupants of the Units as it desires and for such periods of time as it desires without compliance and with the provisions of Section "A" of this Article XI. The foregoing shall not be deemed an assignment or subleasing of a Unit and shall be deemed to be in compliance with the provisions of the first Paragraph of Article XI of this Declaration.

B. Mortgage And Other Alienation Of Units.

1. A Unit owner may not mortgage his Unit or any interest therein without the approval of the Association except to an institutional mortgagee as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association and said approval, if granted, shall be in recordable form, executed by two (2) officers of the Association. Where a Unit owner sells his Unit and takes back a mortgage, the approval of the Association shall not be required.

2. No judicial sale of a Unit or any interest therein shall be valid unless:

(a) The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two (2) officers of the Association and delivered to the Purchaser; or

(b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors of the Association and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall not apply to transfers by a Unit owner to any member of his immediate family, to-wit: spouse, children or parents.

The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transferring of a Unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a Unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association may within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or decedent, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

If the Board of Directors of the Association shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner of the Condominium Parcel, subject to the provisions of this Declaration and Exhibits attached thereto.

If, however, the Board of Directors of the Association shall refuse to give consent, then the members of the Association shall be given an opportunity, during thirty (30) days next after said last above-mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash the said Condominium Parcel at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an

appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located upon ten (10) days notice on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel or such person or persons, or the legal representative of the deceased owner, may sell said Condominium parcel and such sale shall be subject in all other respects to the provisions of this Declaration and Exhibits attached hereto.

5. The liability of the Unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest as provided herein. Every purchaser, tenant or lessee shall take possession subject to this Declaration, and Exhibits hereto, as well as the provisions of the Condominium Act.

6. Special Provisions re: Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and the Developer.

(a) An Institutional first mortgagee holding a mortgage on a Condominium parcel, upon becoming the owner of a Condominium parcel through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof and/or to mortgage said parcel without the prior approval of said Board of Directors. The provisions of Sections A and B, Nos. 1-5 of this Article XI shall be inapplicable to such Institutional first mortgage or acquirer of title as aforedescribed in this Paragraph.

(b) The provisions of Sections A and B, Nos. 1-5 of this Article XI shall be inapplicable to the Developer. Said Developer is irrevocably empowered to sell, and/or mortgage Condominium parcels or Units and portions thereof to any purchaser, lessee or mortgagee approved by them. Developer shall have the right to transact any business necessary to consummate sales or rentals of Units or portions thereof, including but not limited to, the right to maintain models, have signs and all items pertaining to sales shall not be considered Common elements and shall remain the property of the Developer. The Developer may use the recreational facility and a Unit or Units as a sales office and/or models.

ARTICLE XII

INSURANCE

The insurance, other than title insurance, that shall be carried upon the Condominium property and the property of the Unit owners shall be governed by the provisions set forth in the following provisions:

A. Authority to Purchase; Named Insured. All insurance policies upon the Condominium property (other than betterments and improvements made by Unit owners) shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit owners and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the Unit owners and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to an Insurance Trustee and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their

own expense upon their personal property, upon improvements and betterments to their units, and for their personal liability and living expense.

B. Coverage.

(1) Casualty and Flood. All buildings and improvements upon the Condominium property, including the portion thereof included within the Units other than Unit owner's improvements and betterments, and the improvements included in the common recreational facilities shall be insured against casualty, other than flood, in an amount equal to the maximum insurable replacement value thereof, including the value of excavations and foundations, and all personal property owned by the Association located upon the Common elements and upon the Common recreational facilities shall be insured against casualty for the fair market value thereof, all as determined annually by the Board of Directors of the Association. Casualty coverage shall afford protection against:

(A) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(B) such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the buildings and improvements to be insured, including, but not limited to, vandalism and malicious mischief.

In addition to the aforesaid casualty insurance, the Association shall purchase flood insurance on said improvements in the maximum amount obtainable if the Condominium property is located in an area designated by the Department of Housing and Urban Development as being in a flood zone or flood hazards area. The said casualty insurance and flood insurance, if any, shall meet the following requirements:

(i) Separate policies may be issued with respect to the Condominium property, on the one hand, and the Common recreational facilities, on the other hand; all such policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or better by Best's Insurance Reports;

(ii) All insurance policies shall provide that the amount which the Association, individually and as agent for the Unit owners and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any Unit owner at his own expense to provide coverage for improvements and betterments, personal property or living expenses; each Unit owner who purchases insurance coverage on the improvements and betterments to his Unit shall furnish a memorandum copy of the policy to the Board of Directors within thirty (30) days after purchase of such insurance.

(iii) Each policy must be written in the name of the Association and payable to the Insurance Trustee for the benefit of said Association, the Unit owners and their mortgagees, as their interest may appear;

(iv) Each policy must include a schedule of the Units, the names of the Unit owners, and their mortgagees, if any, provided, however, that it shall be the duty of each Unit owner and mortgagee to advise the Association of his or its interest in such unit in order that such Unit owner or mortgagee may derive the protection intended to be afforded by this requirement; and

(v) Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees named in mortgagee endorsements, thirty (30) days prior written notice thereof.

(2) Public Liability, including, but not limited to owned automobile and non-owned automobile coverage, and with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner, in the minimum amount of $500,000.00 for injury to any one person and $1,000,000.00 for injuries to persons in one accident and $50,000.00 for damage to property.

(3) Workmen's Compensation policy to meet the requirements of law.

(4) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums

(1) The premium cost for casualty and flood insurance on the buildings and improvements on the Condominium property shall be allocated to all units in the Condominium as a Common expense in accordance with the proportions set forth on Exhibit B (pertaining to Phase I) and Exhibit G (pertaining to all Phases).

(2) The premiums on all other insurance carried by the Association, including casualty and flood insurance on the Common recreational facilities, shall be deemed to be expenses of the Association which shall be subject to apportionment and allocation as set forth above.

D. Insurance Trustee; Shares of Proceeds. All casualty and flood insurance policies purchased by the Association shall be for the benefit of the Association, the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall then be serving under the Insurance Trust. The fees and expenses of the Insurance Trustee shall be paid by the Association. The Insurance Trustee shall not be liable for the purchase or renewal of any casualty or flood insurance policies or for the payment of premiums thereon or for the sufficiency of such policies or for any failure to collect any insurance

proceeds properly payable thereunder. The duty of the Insurance Trustee shall be to receive such insurance proceeds and damage assessments as are paid to it, and to hold and pay over the same, as provided in the said Insurance Trust.

E. Association as Agent. The Association is irrevocably appointed agent for each Unit owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property or the Common recreational facilities to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

F. Owner's Insurance. Each individual Unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit and for purchasing insurance upon his own personal property.

ARTICLE XIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. If the only damage to the Condominium property consists of damage to improvements and betterments of a single Unit which were made by the Unit owner thereof, other than the Developer, then such damage shall be reconstructed or repaired by the owner at the owner's expense.

B. If the damaged improvement is a Common element, other than a building, then the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

1. If the damaged improvements consist of one or more buildings, and if the Units to which fifty percent (50%) of the Common elements are appur-

tenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated; it being understood that the fifty percent (50%) figure applies to all of the Units in the Condominium, notwithstanding the fact that there are multiple buildings.

2. If the damaged improvements consist of one or more buildings, and if the Units to which more than fifty percent (50%) of the Common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired, unless within sixty (60) days after the casualty the record owner of seventy-five percent (75%) of the Common elements and all mortgagees holding recorded mortgages on all Units consent in writing to terminate the Condominium; it being understood that the fifty percent (50%) figure applies to all of the Units in the Condominium, notwitstanding the fact that there are multiple buildings.

C. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications

shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible; provided, however, that alterations may be made as hereinafter provided.

D. Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction or repairs.

E. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made. Assessments shall be made against all Unit owners on account of damage to the buildings and improvements on the Condominium property in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of Units in proportion to each Unit owner's appurtenant undivided share in the Common elements. All amounts so assessed against the Unit owners shall be collected by the Association and deposited with the Insurance Trustee, unless the Association shall have advanced from reserves on hand, against collection of such assessments, and deposited with the Insurance Trustee the required amounts, prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to furnish to the Association a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the mortgagee holding the greatest

number of recorded mortgages on the Units in the Condominium. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than $5,000.00, nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

F. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, shall be disbursed in the following manner:

1. The proceeds held in each of the aforesaid separate construction funds shall be disbursed only for reconstructing and repairing the property with respect to which such proceeds were collected.

2. If there is a balance in any such separate construction funds after payment of all costs of the reconstruction and repair for which such fund is established, such balance shall be distributed to the beneficial owner or owners thereof, as provided in Article VI hereof.

3. If the total cost of reconstruction and repair that is the responsibility of the Association is less than $5,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

4. If the total cost of reconstruction and repair that is the responsibility of the Association is $5,000.00 or more, but less than $10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the Association.

5. If the costs of reconstruction and repair that is the responsibility of the Association is more than $10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association with the approval of an architect, qualified to practice in

Florida, who has been employed by the Association to supervise the work.

6. The Association shall keep records of all construction costs and the amount thereof to be charged to each separate construction fund.

7. Notwithstanding the provisions of this instrument, the Insurance Trustee shall neither be required to determine whether a disbursement is to be made from a particular construction fund, nor to determine the payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged, provided that when the Association has certified that a disbursement is required hereunder to be made upon an order of the Association approved by an architect, no payment shall be made with respect to such order of the Association without such architect's approval.

ARTICLE XIV

MAINTENANCE, ALTERATION AND IMPROVEMENT

A. By the Unit Owner.

1. The owner of each Unit must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Unit which, if omitted, would adversely affect the Condominium, the other Unit owners or the Association and its members. The owner of each Unit shall be responsible for any damages caused by a failure to

so maintain such Unit. The Unit owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the following: air-conditioning and heating equipment, including those portions of the equipment located on the Common elements; all windows and sliding glass doors, including operating mechanisms, screening and glass; service equipment, such as dishwasher, refrigerator, stoves, ovens, hot water heaters, disposals and all other appliances; plumbing fixtures and connections, sinks, drains and all pipes within the Unit or located on the Common elements, but servicing only the Unit; electrical fixtures, outlets, wiring and panels within the Unit or located on the Common elements, but servicing only the Unit; exterior doors, excluding the painting of the exterior which shall be a Common expense of the Association; floor coverings, excluding the floor slab; and inside paint and other inside wall and ceiling finishes. The owner of a Unit further agrees to pay for all utilities, such as telephones, electric, etc., that may be separately billed or charged to each Unit. The owner or owners of each Unit shall be responsible for insect and pest control within the same and within any Limited common elements appurtenant thereto. Wherever the maintenance, repair and replacement of any items, for which the owner of a Unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee, hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility

provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The interior and the interior surfaces of any Limited common element appurtenant to the Unit must be maintained by the owner of such Unit and kept in a neat, clean, and trim condition, provided, however, that if any portion of the interior of any such Limited common element is visible from outside the Unit and the Limited common elements appurtenant thereto, then, the Unit owner shall first obtain the consent of the Association before altering the appearance thereof.

B. By the Association.

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common elements, including those portions of a Unit contributing to the support of the buildings; provided, however, that its obligation to maintain the interior and interior surfaces of the Limited common elements shall exclude maintenance and the owners of the Units to which the same are appurtenant are required to perform as above provided. Should any incidental damage be caused to any Unit by virtue of the Association's failure to maintain the Common elements as herein required or by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any Common elements the Association shall, at its expense, repair such incidental damage.

2. The Association, by action of its Board of Directors, may make minor and insubstantial alterations and improvements to the Common elements including recreational facilities, having a cost not in excess of Five Thousand ($5,000.00) Dollars. All other alterations and improvements must first be approved by the owners of 75% of the Units and

by the mortgagee holding the greatest number of mortgages on the mortgaged Units. No alteration or improvement may be made to the Common elements which adversely affects the rights of the owner of any Unit to the enjoyment of his Unit or the Common elements unless the owner and all mortgagees holding recorded mortgages on such Unit consent thereto in writing. If any alterations or improvements to the recreational facilities are made other than of a minor or insubstantial nature, then, in addition to the aforesaid consent, the consent of the Developer, or its successor in title to the land described in Exhibit A hereto shall be obtained unless each of the subsequent phases, as provided for in Article XXI have been added to this Condominium (unless the Developer has decided not to add such phases).

3. In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no Unit owner shall change, modify or alter the Common elements, except the interior portion of the Limited Common elements appurtenant to his Unit which portion is not visible from the exterior thereof, in any way or manner whatsoever. Without intending to limit the generality of the foregoing, no Unit owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors; nor shall any Unit owner change the design or color of any exterior lights or doors, nor install, erect or attach to any part of the exterior of his Unit any sign of any kind whatsoever; nor shall he install, erect or attach to any part of the exterior or roof of any Unit or any part of the Common elements any sort of radio or television aerial, whether for sending or receiving; nor shall any owner erect or construct any original construction; provided, however, that if the Board of Directors of the

Association finds that is not detrimental to the interests of the Association and its members, it may authorize a Unit owner to make such change, modification or alteration, provided that: (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for any such alteration prepared by a licensed architect and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same is first placed in escrow with the Association; (d) the contract provides for a performance and payment bond in the full amount thereof.

ARTICLE XV

USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists:

A. Units shall be used for single family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted on any of said Units. Except as otherwise provided herein, Units may be occupied only as follows:

(1) If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the Unit may be occupied by such owner's family, servants and guests.

(2) If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the Unit may be occupied by its partners, joint venturers, employees, officers, and directors, and by members of the families, servants and guests of the foregoing.

(3) No more than a single family may reside in a Unit at any one time.

(4) If a Unit has been leased, as hereafter provided, the Lessee shall be deemed to be the "owner" for purposes of this section during the term of said lease.

B. The Common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the residents of the Units in the Condominium.

C. No immoral, improper, offensive or unlawful use shall be made of the Units, the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. No Unit owner shall make or permit any use of his Unit or the Common elements which will increase the cost of insurance on the Condominium property.

E. No nuisances shall be allowed in the Units or upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by its residents.

F. No rooms may be rented separately from the Unit and no leases for less than thirty consecutive days shall be permitted; entire Units may be leased for periods of not less than thirty consecutive days. Units which are leased may be occupied only by the lessee and his family, servants and guests.

G. Reasonable rules and regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Asso-

ciation to all Unit owners and residents of the Condominium upon request. Any such regulations shall not be required to be incorporated in an amendment to this Declaration or otherwise filed of record.

H. The original Condominium Unit owner, i. e., the first purchaser of a Unit from the Developer, shall, at the option of the Developer, be permitted to have one pet, excluding birds and fish, kept in his Unit, provided said Unit owner is the owner of a pet at the time he executed his Purchase Agreement for his Condominium Unit, and said pet is alive at the time Purchaser takes title to his Condominium Unit, provided that said pet shall always be kept on a leash when outside of the Unit. The pet shall only be permitted to relieve itself in areas specified by the Board of Directors of the Association, and all pets at all times shall be kept under such Rules and Regulations as adopted by the Board of Directors, and should a pet cause or create a nuisance or disturbance, said pet shall be permanently removed from the Unit owner's Unit and the Condominium property within three (3) days after notice from the Board of Directors of the Association. The foregoing provisions relating to pets shall apply to the applicable living pet of the Condominium Unit owner and upon said pet's demise, the pet may be replaced only with the prior written approval of the Association. A Unit owner may not lease his Unit to a party who is the owner of a pet, including fish and birds.

I. A Unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls of the buildings, including awnings and/or storm shutters, doors or windows, nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit; nor shall they place any furniture or equipment outside their Unit or on the Limited Common elements appurtenant to

their Unit except with prior written consent of the Board of Directors, and further, when approved, all of the above shall be subject to the Rules and Regulations adopted by the Board of Directors.

J. No clothes line or similar device shall be allowed on any portion of the Condominium property except in areas that may be designated by the Association. An antenna may not be installed and/or affixed to any exterior part of a Unit, the Limited common elements or the Common elements of the Condominium.

K. The overnight parking of vehicles of any kind upon any of the Condominium property used for roadway purposes is prohibited, and the overnight parking of automobiles without a current license tag and inspection certificate, or trucks, trailers, motor homes, campers or boats is prohibited.

ARTICLE XVI

LIMITED COMMON ELEMENTS

Those portions of the Common elements reserved for the use of certain Unit owners or a certain Unit owner, to the exclusion of other Unit owners, are deemed Limited common elements. Any expense for the maintenance, repair or replacement relating to Limited common elements shall be treated as and paid for as part of the Common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of said Unit, which assessment shall have the same force and effect as all other assessments. The Limited common elements include the following:

A. Balconies or Terraces: A Unit owner shall have the right to the exclusive use of his connecting terrace or balcony and shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior balcony or terrace, and the maintenance, care, preservation and replacement of the screening or enclosure on the said balcony or terrace, if applicable, and fixed and/or sliding glass doors in the entrance way to said balcony or terrace. A Unit owner may not modify or enclose his balcony or terrace except with the prior written approval of the Board of Directors of the Association, and said Directors may designate a type or design of modification or enclosure that they will approve, or they may refuse to approve any type of modification or enclosure in their sole discretion.

B. Parking: The Association may assign specific parking spaces to the Units in this Condominium. The parking spaces are located within the Limited common element parking area as shown and designated on Exhibit K attached hereto. Each parking space shall be numbered; however, said numbers shall not appear on Exhibit K attached hereto and the parking space assignments shall not be recorded in the Public Records of Broward County, Florida. Each Unit shall be entitled to one parking space. Additional parking spaces within said parking area shall be used by Unit owners' guests and others as determined by the Association.

ARTICLE XVII

EASEMENTS

A. The Common elements shall be, and the same are hereby declared to be subject to a perpetual, non-exclusive,

Easement, which easement is hereby created in favor of all the Unit Owners in this Condominium and in favor of all the Unit Owners in subsequent phases of this Condominium for their use and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish rules and regulations governing the use and enjoyment of the just-described easements.

B. All of the Condominium property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the improvements constructed on the Units, or caused by minor inaccuracies in building or re-building said improvements, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

C. If there shall be located within the boundaries of any Unit, any conduits, plumbing, wiring or other facilities for the furnishing of utility services to other Units, or to the Common elements, an easement in favor of the Association and the other Unit Owners shall exist therefor, and an easement of access to and through such Unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Said access to the Unit shall only be during reasonable hours, except that access may be had at any time in case of emergency.

D. Every portion of a Unit contributing to the support of the building shall be burdened with an easement of support for the benefit of all other Units and Common elements in the building and vice versa.

E. The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Easements are reserved through the Condominium property as may be required for construction purposes and for utility services, which shall include, but not be limited to, water, sewer, telephone, power, electric, natural gas, cable television, irrigation, and other utility services. Developer, for itself, its assigns, and the Association herein described, reserves the right to impose upon the Common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the development of the lands of this Condominium.

G. If a subsequent phase or phases of this Condominium is developed as provided for in Article XXI, the owners and lessees of Units in said phase or phases and the members of their families and servants residing in such Units and the guests and invitees of the foregoing shall be entitled to enjoy the easements described in Paragraphs A and B, and the persons named in Paragraphs A and B above shall enjoy similar rights with respect to the Common elements, other than limited common elements added to this Condominium, pursuant to Article V.

H. Exhibit R describes a perpetual ingress, egress and utility easement which has been submitted to condominium form of ownership, fee simple title to which is held by the Developer. It shall be the obligation of the Association to pay all real estate taxes and assessments imposed by any governmental authority on such easement area. In the event that all phases are submitted to condominium form of ownership by the Developer, then contemporaneously with the execution of the Amendment submitting the final Phase, Developer shall execute and deliver its Warranty Deed conveying fee simple title to the lands described in Exhibit R to the Association, on the condition that the same shall be used only and exclusively for ingress, egress and utility purposes. The Association may also, consistent with said condition, declare the lands as part of the common elements, pursuant to F.S.718.110(6).

ARTICLE XVIII

TERMINATION

A. The Condominium may be terminated in the manner provided by the Act; it may also be terminated as hereafter set forth.

B. In the event of major damage to the Condominium property as defined in Article XIII, the Condominium may be terminated as provided

in and subject to the provisions of Article XVIII hereof.

C. The Condominium may be terminated at any time by the written consent of the record owners of all Units and with the written consent of all mortgagees holding recorded mortgages on the Units.

D. The Condominium may be terminated at any time with the written consent of (i) the record owners of Units having appurtenant thereto not less than a 75% undivided interest in the Common elements and (ii) all mortgagees holding recorded mortgages on the Units in the Condominium, provided, however, that within thirty (30) days following the obtaining of such consents, all consenting owners, or a lesser number of them, shall agree in writing to purchase all Units owned by non-consenting record owners upon the terms hereinafter set forth, and notice of such agreement is sent to the non-consenting record owners of each Unit that the option to purchase such Unit, set forth in paragraph 1 below, is being exercised. Such consents shall be irrevocable until the expiration of the said thirty-day period, and if all such options are exercised, the consents shall be irrevocable. The option to purchase each Unit belonging to non-consenting owners shall be exercised and the purchase thereof shall be consummated as follows:

1. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to the record owners of each Unit to be purchased an agreement to purchase signed by the persons who will participate in the purchase of such particular Unit, together with a notice which shall state that all Units, owned by owners not approving the termination are to be purchased and which shall set forth all Units to be purchased and the names of all persons participating in each such purchase. The agreement shall effect a separate contract between the sellers and the purchasers of each particular Unit.

2. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then-existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

5. Failure to Close. If any sale shall fail to close, the Association may procure another purchaser to purchase the Unit at the said sales price; the closing of the latter sale to take place within sixty (60) days following the closing date of the sale which failed to close.

At such time as all such purchases have been closed, the Condominium shall terminate.

E. The termination of the Condominium in any manner shall be evidenced by a certificate of the Association executed by its president and secretary certifying under oath as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

F. In the event the Condominium shall be terminated, then upon termination:

1. The then-Unit owners shall own all of the Condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the Common elements appurtenant to the owners' Units immediately prior to the termination.

2. If the subsequent phase or phases shall not have been developed pursuant to Article XXI, and if the right of the Developer and its successors in title to develop shall have terminated, then all assets of the Association shall be distributed to the Unit owners in the same manner as set forth in paragraph 1 of this Paragraph "F".

3. If the subsequent phase or phases shall have not been developed pursuant to Article XXI, and if the right of the Developer and its successors in title to develop said phase or phases shall not have terminated, then the Association shall offer to sell any existing Common recreational facilities to the Developer or its said successor in title to the property described in Exhibits E and F hereto at its fair market value. The Developer, or said successor in title, shall have sixty (60) days within which to accept the offer. If the offer is accepted, the Association shall convey the Common recreational facilities, to said purchaser by warranty deed and shall distribute the sales proceeds and the other assets of the Association to the Unit owners as provided in paragraph 1 above; if the offer is not accepted, the right of the Developer and its successor in title to develop said Phase or Phases shall terminate and the Common recreational facilities shall be distributed to the Unit owners as provided in paragraph 1 above.

G. This Article concerning termination cannot be amended without the consent of all Unit owners and of all

record owners of mortgages upon the Units; no amendment may be made to this Article which impairs the rights of the Developer and its said successors in title to develop the subsequent phase or phases as provided for in Article XXI, or which impairs the rights of owners of Units in said subsequent phase or phases.

ARTICLE XIX

COMPLIANCE AND ENFORCEMENT

Each Unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, and the Articles of Incorporation, By-Laws, Regulations and Rules of the Association. Failure of a Unit owner so to comply shall entitle the Association and/or the other Unit owners to the relief set forth in the following sections of this Article in addition to the remedies provided by the Condominium Act.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common elements, by the Unit owner.

In any proceeding arising because of an alleged failure of a Unit owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation, By-Laws, Regulations or Rules of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including fees on appeal, as may be awarded by the Court.

The failure of the Association, the Developer or any Unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Regulations or the Rules of the Association, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XX

RIGHTS OF DEVELOPER

So long as Developer shall own any Unit, the Developer shall have an absolute right to lease, sell, transfer, and/or convey any such Unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest and in connection herewith the right the Association has, or may hereafter acquire to approve or disapprove purchasers, lessees and other transferees shall not be operative or effective in any manner as to Developer. Said Developer shall have the right to transact on the Condominium property any business necessary to consummate the sale, lease or rental of Units including, but not limited to, the right to maintain models, have signs, employees in the models or offices, and permit the use of Common elements to show Units. A sale or rental office, signs, and all items pertaining to sales or rentals shall not be considered Common elements, and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be and remain the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

The Developer shall have the right to retain control of the Association and to elect members of the Board of Directors of the Association in accordance with, and pursuant to, the provisions of the Florida Statutes 718.301(1), in effect as of the date of the recordation of this Declaration.

Whenever Developer shall be entitled to designate any person or persons to serve on the Board of Directors of Association, such designation shall be made in writing, and Developer shall have the right to remove any person or persons so designated by it and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Written instruments so designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

The initial monthly assessment for each Unit owner shall be as set forth in the Estimated Operating Budget, and notwithstanding the obligation of each Unit owner to pay his share of the Common expenses and assessments as provided for in this Declaration, until December 31, 1978, or until the date when the majority of the Board of Directors of the Condominium Association is elected by the Unit owners in the Condominium, rather than by the Developer, whichever is sooner as determined solely by the Developer, the Developer shall be excused from payment of its share of the Common expense as to the Units owned by the Developer. During the period of time when the Developer is excused from paying its share of the Common expenses, the Developer shall be obligated to pay either the difference between the Association's Common expenses and the sums collected as the assessment for Common expenses from Unit owners other than the Developer, or the amount of the assessment for Common expenses on the Units owned by the Developer which would be due but for this provision, whichever is less. During the period of this obligation, the Developer

shall have the right where it deems it necessary to require that the Board of Directors of the Condominium Association increase said monthly assessments in an amount as determined by the Developer which shall not exceed fifteen percent (15%) in toto for each one year period of the guaranty over the stated monthly assessment for each Unit as specified in the preceding year's operating budget.

Nothing herein contained shall be construed as giving this Condominium or the Association the exclusive right to use the name THE CYPRESS AT WOODMONT, A CONDOMINIUM, and the Developer reserves the right to use said name in future "THE CYPRESS AT WOODMONT" projects, changing only the number designation of the project. Further, nothing herein contained shall be construed as allowing this Association to manage future "THE CYPRESS" Condominium projects.

All rights in favor of Developer reserved in this Declaration of Condominium and the exhibits attached hereto are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

ARTICLE XXI

PHASE CONDOMINIUM

This Condominium may be developed in phases pursuant to F. S. 718.403, as enacted under Chapter 76-222, of the laws of the State of Florida with the first phase, i.e., Phase X consisting of the real property and units in the apartment buildings and other improvements shown and set forth on Exhibit K attached hereto. The units in Phase X of this Condominium shall own a fractional undivided interest in the common elements and be responsible for a fractional share of the common expenses of this Condominium as set forth in Exhibit O to this Declaration. Should the Developer decide, in its sole discretion, to add all or part of Phases I through XII, to this Condominium (except, of course, for the initial phase submitted by virtue of the recordation of this Declaration), each of said phases shall consist of

real property described in Exhibits B through M and then in such event, this Condominium shall consist of the units in the buildings and other improvements as described and set forth in said Exhibits. Each of the Phases consist of eight (8) units and, in the event all twelve phases should be added to this Condominium, there will be ninety six (96) total units and each unit owner in the Condominium will own an undivided interest in the common elements and be responsible for a fractional share of the common expenses as more fully described in Exhibit O which also states the general size of each of the units in Phases I through XII, inclusive. In the event all phases are added to this Condominium, they will all be completed by September 30, 1980, and the impact on the Condominium will be to increase the number of units from 8 to a maximum number of 96 units, and the number of persons who will be entitled to use the recreational facilities will also be increased accordingly. The further impact will be to increase the common expenses; however, the number of units sharing the said costs will be increased as provided for in Exhibit O.

Each Unit in the Condominium is entitled to membership in the Condominium Association, and one member who is designated as a voting member by a Unit owner shall be entitled to cast one (1) vote at any meeting of the Association, as provided in Article IV of this Declaration. When the membership consists of only Phase X , there will be eight (8) memberships and voting members in the Association, and if all Phases I through XII, inclusive, are added to this Condominium, there will be ninety six (96) voting memberships and voting members in the Association, with each voting member being entitled to cast one (1) vote at any Association meeting. There are no ownership interests in the Condominium Association.

Should the Developer, in its sole discretion, decide to construct and add units in all or a part of Phases I through XII to this Condominium, then upon substantial completion of the construction of the improvements, including the apartment building or buildings to be added in said phase or phases, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase or phases to be added and certify said survey as required by and pursuant to the applicable provisions of F. S. 718 et. seq. and F. S. 718.104(4)(e). This survey shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Broward County, Florida, together with such other exhibits relating thereto as the Developer determines, in his sole discretion, are necessary. Pursuant to F. S. 718.403, as enacted under Chapter 76-222 of the laws of the State of Florida and the last paragraphof Article VII of this Declaration, this amendment or amendments shall not be required to be executed by, nor consented to by, the Unit owners, Condominium Association, nor the members thereof, nor the owners or holders of any lien encumbering a Condominium parcel in this Condominium.

NOTHING CONTAINED IN THIS ARTICLE XXI SHALL BE CONSTRUED AS REQUIRING THE DEVELOPER TO CONSTRUCT ALL TWELVE PHASES AND APARTMENT BUILDINGS REFERRED TO HEREIN AND ADD THE SAME TO THIS CONDOMINIUM. ADDITIONALLY, NOTHING CONTAINED IN THIS ARTICLE XXI SHALL REQUIRE THE DEVELOPER TO SUBMIT PHASES I THROUGH XII, INCLUSIVE, IN THEIR SEQUENTIAL ORDER. FOR EXAMPLE, SAID PHASES MAY BE ADDED TO THE CONDOMINIUM, BY AMENDMENT AS PROVIDED HEREIN, IN ANY ORDER THE DEVELOPER DESIRES WITH, FOR EXAMPLE, PHASE IX BEING ADDED BEFORE PHASE II, PHASE XII BEING ADDED BEFORE PHASE IV, ETC.

If said units and apartment buildings are constructed and added to this Condominium in one or more subsequent phases and amendments, all such construction will be completed, and the apartment buildings and units added to this Condominium by September 30, 1980.

The developer and its designees shall have the right, in its sole discretion, and at such time as it desires, to enter on, over and across the Condominium property, and the further right to use such portions of the Condominium property for construction purposes. Any such construction by the Developer on the Condominium property or units shall in no event constitute a nuisance or be deemed to be in interference with the use of enjoyment of owners of units, which are occuppied by the Unit owners other than the Developer.

The Developer reserves the right to change the arrangement and location of any or all units in the phases not yet added to this Condominium. The Developer further reserves the right to change the exterior and interior design of the improvements to be constructed on any of the units in this Condominium or in any subsequent phase to be added to this Condominium, so long as the Developer owns the units so altered.

ARTICLE XXII

MISCELLANEOUS

Whenever notice is required under the terms of this Declaration, such shall be given in writing to the Association, to the Unit owner, or to any mortgagee, as the case may be, by personal delivery to such party, or by depositing with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed as follows:

ASSOCIATION	As the Association's address appears on record at the office of the Secretary of State of Florida.
UNIT OWNER	As the address of the Unit owner appears on the books of of the Association.

MORTGAGEE

As the address of the mortgagee appears on the books of the Association.

Notice served on the Secretary of the Association in the aforesaid manner shall consitute notice to the Association. Until the election of the officers of the Association, Developer shall be authorized to act as agent on behalf of the Association with respect to the giving of notice as hereinbefore provided. Notice to Developer shall be as aforesaid and addressed as follows:

7801 Northwest 80th Avenue
Tamarac, Florida 33321

or to such other address as Developer shall, in writing, advise the person giving such notice to utilize for such purposes.

All the provisions of this Declaration and the exhibits attached hereto shall be construed as covenants running with the land and with every part thereof, and every interest therein, and every Unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said documents. In the event there is any dispute in connection with the terms and conditions of this Declaration, resulting in the initiation of any litigation by the Association or any member thereof, if the Developer is successful in said litigation, Developer shall be entitled to recover reasonable attorneys fees, plus those costs incurred in connection with said action and any and all appeals.

The invalidity in whole or in part of any covenant or restriction, or any section, paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration or any exhibit thereto, shall not affect the validity of the remaining portions thereof.

The terms and provisions, covenants and conditions of this Declaration shall be binding upon and inure to the benefit of the parties hereto.

The headings of the sections, subsections, paragraphs, and subparagraphs of this Declaration are for the purpose of

convenience only and shall not be deemed to expend or limit the provisions contained in such sections and subsections.

The interpretation, construction and effect of this Declaration shall be in accordance with and be governed by the laws of the State of Florida.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration, this 27th day of September, 1978, and caused its seal to be affixed.

Signed, sealed and delivered in the presence of:

Geoffrey S. Montroc

Betty DeBray

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(corporate seal)

Geoffrey S. Montroc

Betty DeBray

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

By: _____

Attest: _____

(corporate seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said County and State, personally appeared EUGENE TOLL and KATHLEEN BRAINAN, known to me to be the President and Secretary, respectively, of TOLL DEVELOPMENT CORP., a Florida corporation; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this 27th day of September, 1978.

My commission expires:

Notary Public, State of Florida

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said County and State, personally appeared EUGENE TOLL and WILLIAM H. KLEBOLD, known to me to be the President and Secretary, respectively, of THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a Florida corportion; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this 27th day of September, 1978.

My commission expires:

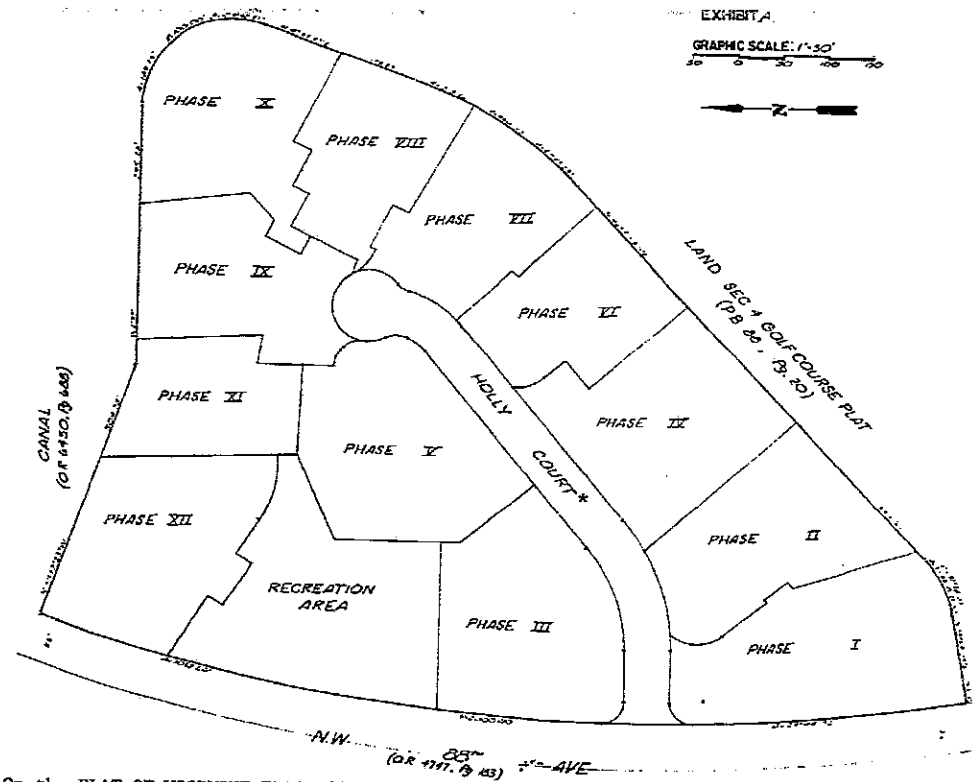
Notary Public, State of Florida

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT A

GRAPHIC SCALE: 1"=50'



On the PLAT OF WOODMONT TRACT 61, Holly Court is dedicated to the City of Tamarac for the perpetual use of the public for proper purposes.

SHEET 1 OF 1 SHEET

CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
5701 NW 31 AVENUE · FORT LAUDERDALE FLORIDA 33309 · (305) 971-7770

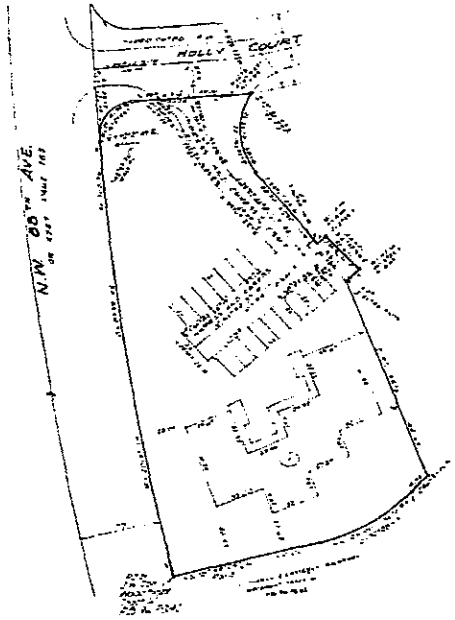
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT A

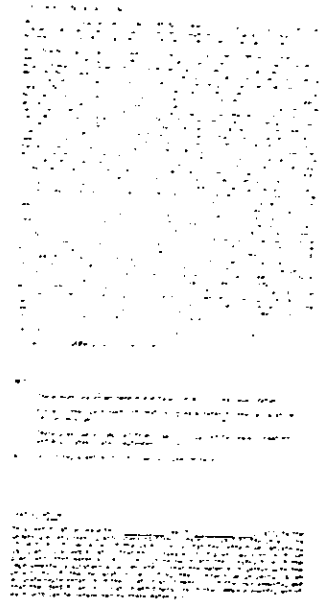
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT B PHASE I

GRAPHIC SCALE: 1"=30'





SHEET 1 OF 3 SHEETS

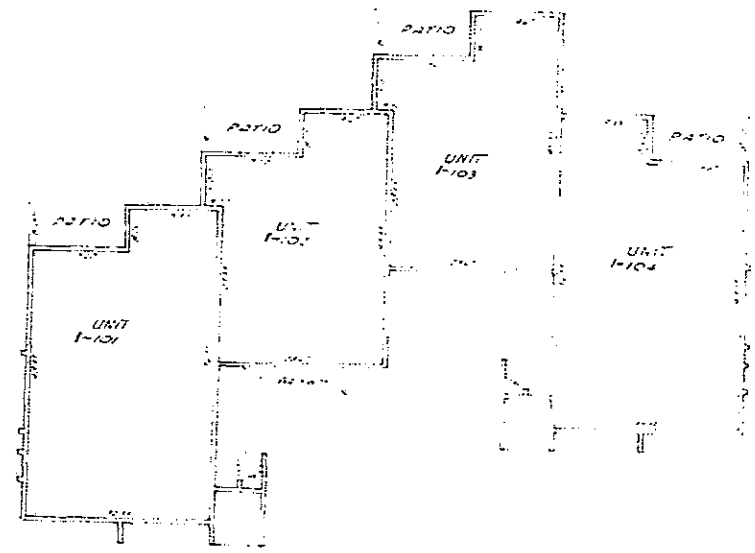
CRAVEN-THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
5101 NW 31 AVENUE FORT LAUDERDALE FLORIDA 33309 (305) 971 7770

THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT B PHASE I

77
C3
7
3

THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT B
PHASE I



Proposed Finished Floor Elevation
Proposed Finished Ceiling Elevation

NOTES

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

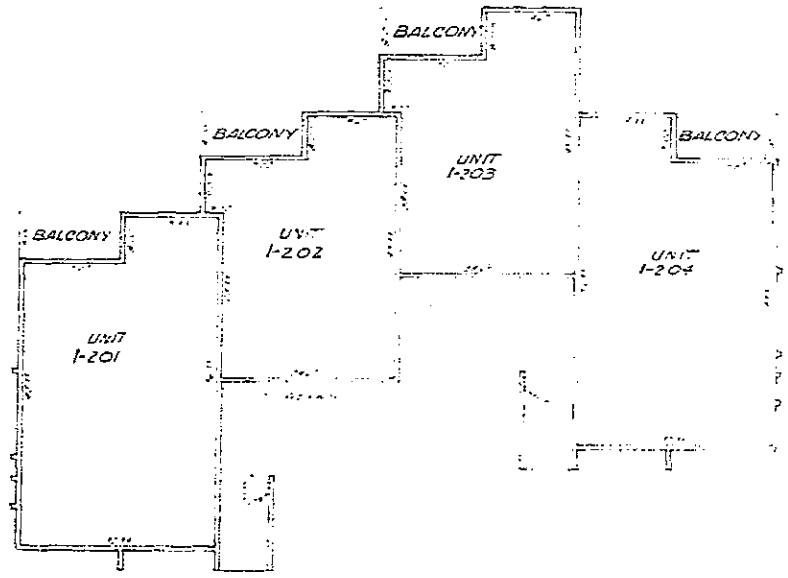
EXHIBIT B PHASE I
BUILDING NO 1
PLAN OF 1ST FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT B

PHASE I



Proposed Finished Floor Elevation 3217

Proposed Finished Ceiling Elevation 3021

NOTES

SHEET 3 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT B PHASE I

BUILDING NO 1

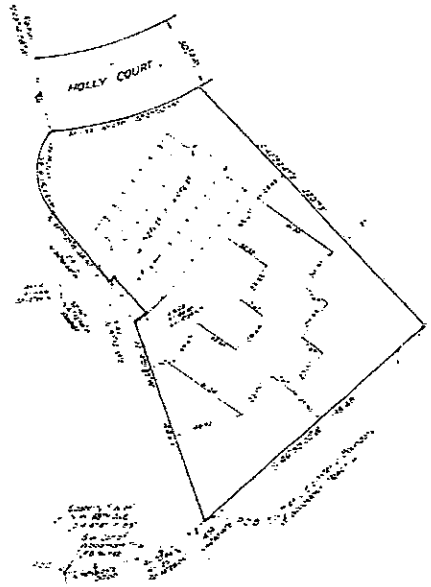
PLAN OF 2ND FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT C PHASE II

GRAPHIC SCALE: 1" = 30'



SHEET 1 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
5901 NW 31 AVENUE · FORT LAUDERDALE FLORIDA 33309 · (305) 971-7770

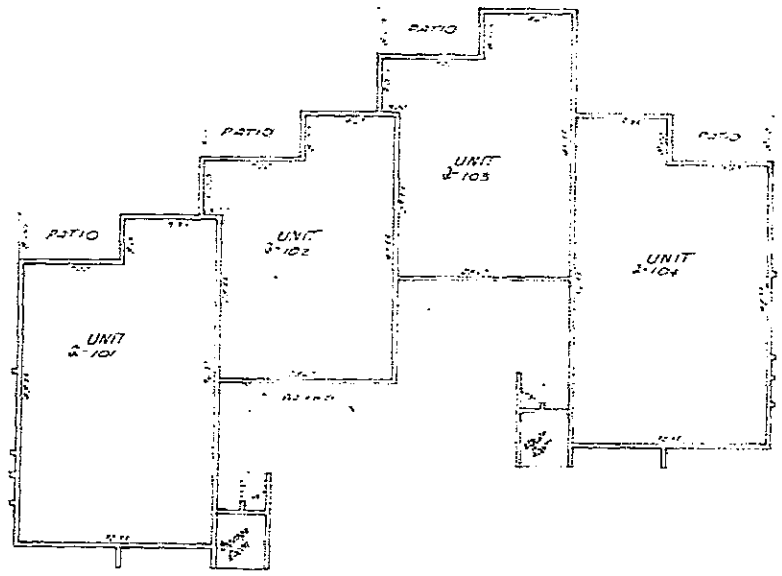
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT C PHASE II

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT C

PHASE II



Proposed Finished Floor Elevation 190.0

Proposed Finished Ceiling Elevation 218.

NOTES.

SHEET 2 OF 5 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT C PHASE II

BUILDING NO 2

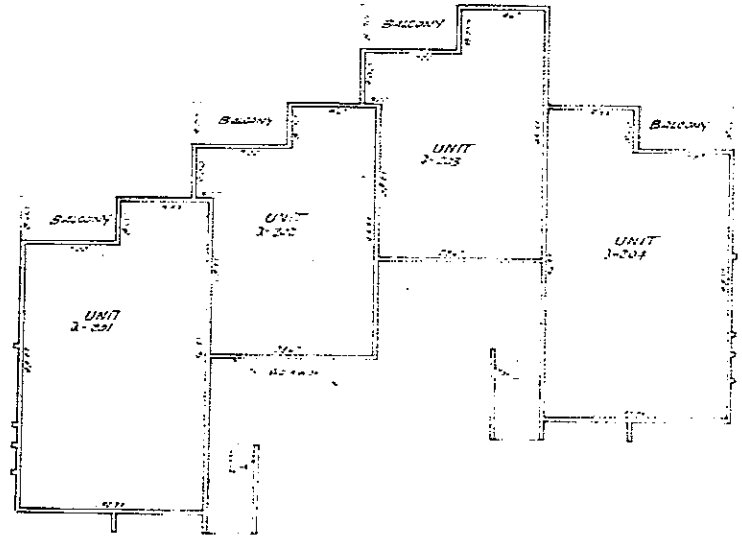
PLAN OF 1st FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT C

PHASE II



Proposed Finished Floor Elevation 21.67'

Proposed Finished Ceiling Elevation 27.71'

NOTES

SHEET 3 OF 7 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT C PHASE II

BUILDING NO 2

PLAN OF 2ND FLOOR

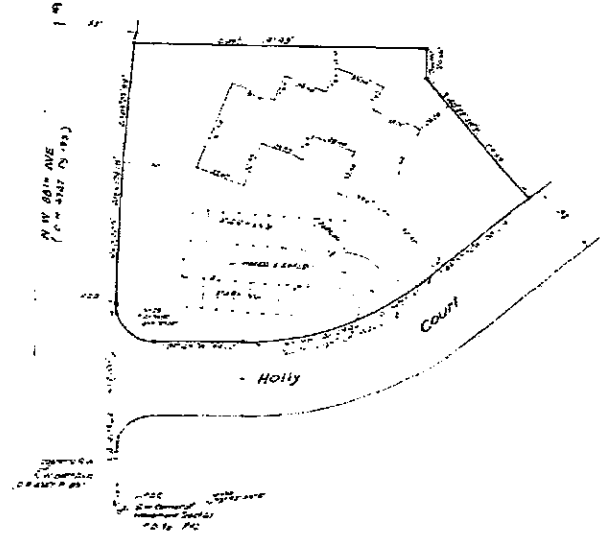
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT D PHASE III

GRAPHIC SCALE: 1"=30'

N



SHEET 1 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5901 N.W. 31 AVENUE · FORT LAUDERDALE · FLORIDA 33309 · (305) 971-7770

THE CYPRESS AT WOODMONT
A CONDOMINIUM

EXHIBIT D PHASE III

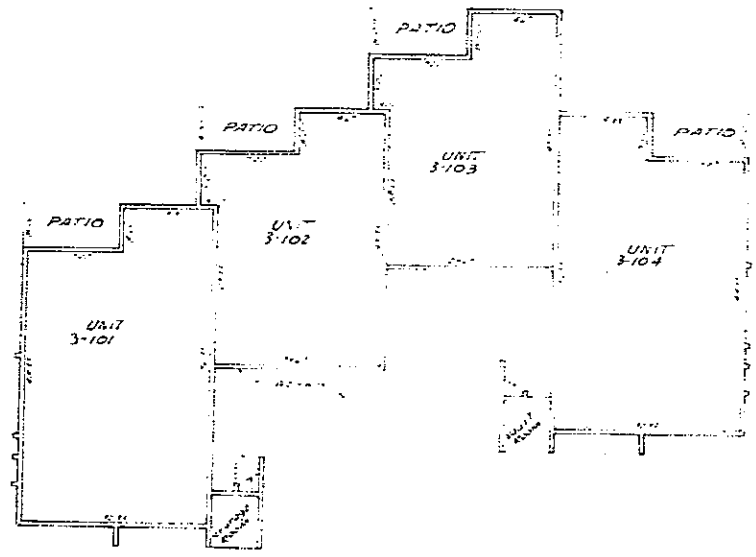
77
63
73

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT D

PHASE III



Proposed Finished Floor Elevation 1322

Proposed Finished Ceiling Elevation 2133

NOTES

BK 7706 PAGE 287

SHEET 1 OF 4 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT D PHASE III

BUILDING NO 3

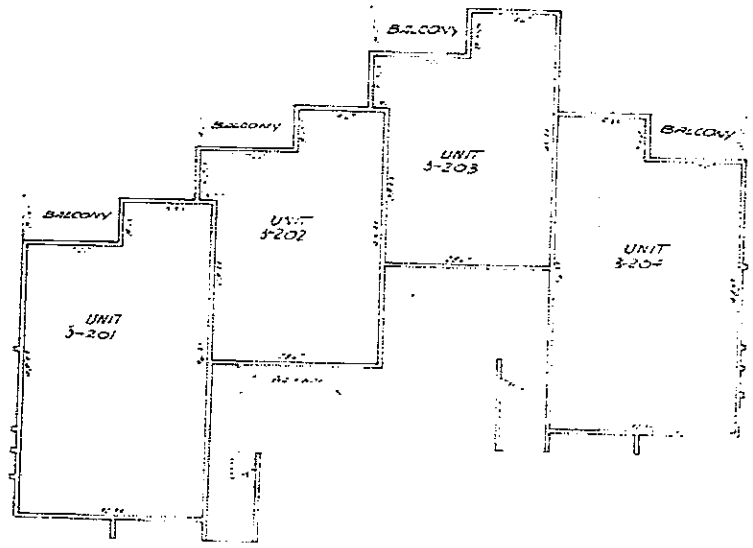
PLAN OF 1st FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT D

PHASE II



Proposed Finished Floor Elevation 21.87

Proposed Finished Ceiling Elevation 29.91

NOTES

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

SHEET 1 OF 4 SHEETS

EXHIBIT D PHASE III

BUILDING NO 3

PLAN OF 2ND FLOOR

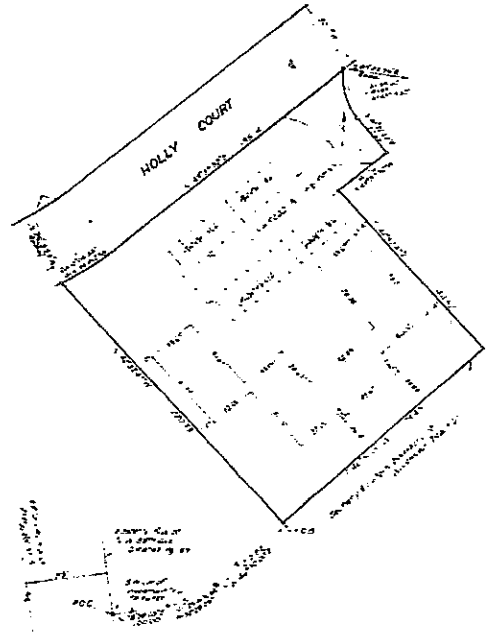
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT # PHASE IV

GRAPHIC SCALE: 1" = 30'

N



SHEET OF # SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5901 NW 31 AVENUE FORT LAUDERDALE FLORIDA 33309 · (305) 971-7770

THE CYPRESS AT WOODMONT
A CONDOMINIUM

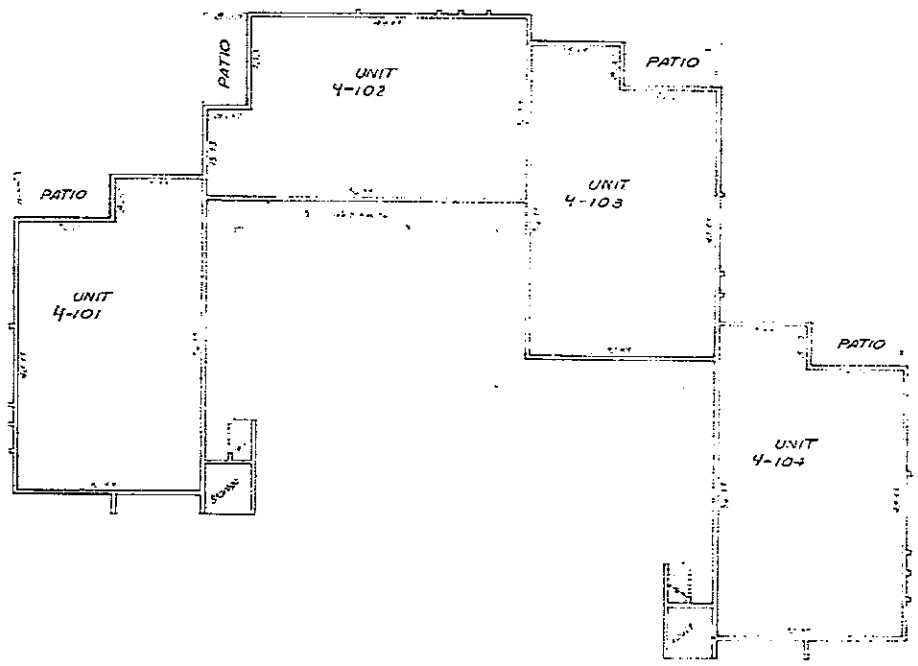
EXHIBIT # PHASE IV

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT E
PHASE III

GRAPHIC SCALE FINCH = 8 FEET



Proposed Finished Floor Elevation [illegible]
Proposed Finished Ceiling Elevation [illegible]

NOTES

SHEET [illegible] OF [illegible] SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT E PHASE III
BUILDING NO 4
PLAN OF 1st FLOOR

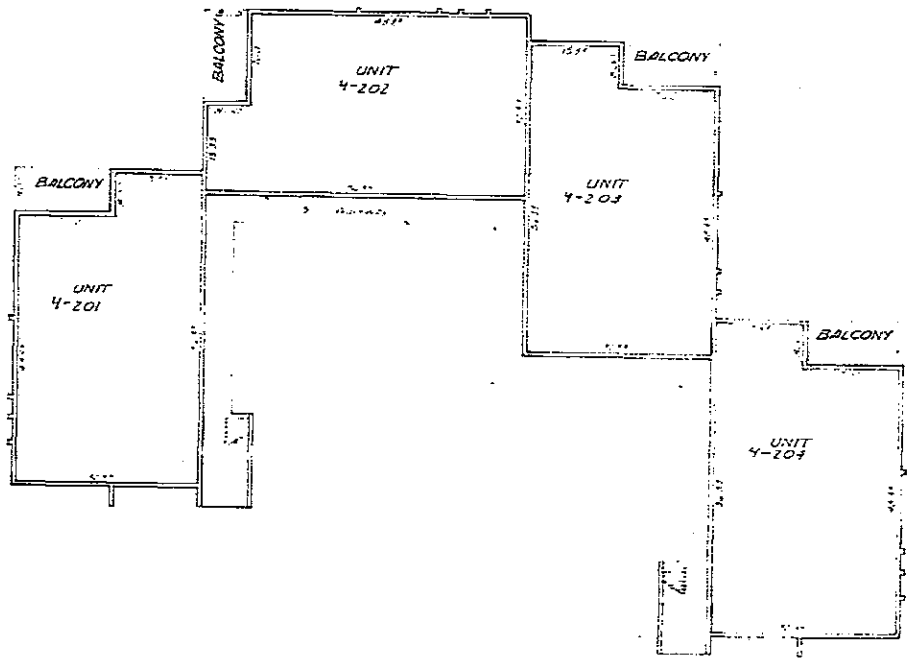
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT E

PHASE XI

GRAPHIC SCALE 1 INCH = 8 FEET



Proposed Finished Floor Elevation 24.1

Proposed Finished Ceiling Elevation 29.31

NOTES

SHEET 3 of 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT E PHASE XI

BUILDING NO 4

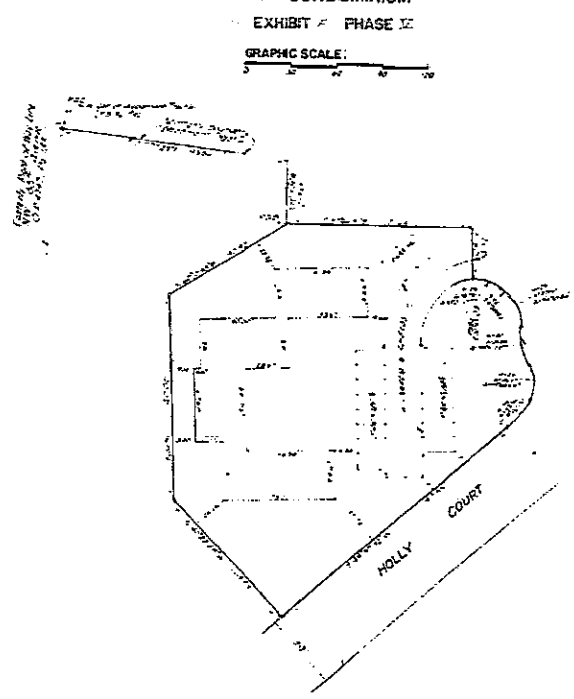
PLAN OF 2nd FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT # PHASE IX

GRAPHIC SCALE:



SHEET 1 OF # SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5900 N.W. 31 AVENUE · FORT LAUDERDALE FLORIDA 33309 · (305) 971-7770

THE CYPRESS AT WOODMONT
A CONDOMINIUM

EXHIBIT # PHASE IX

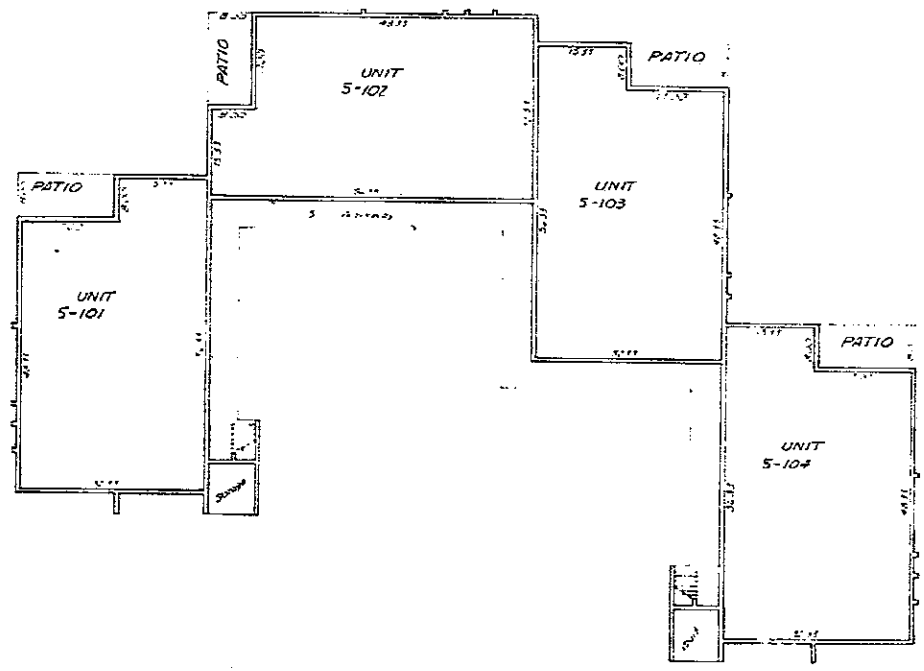
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT F

PHASE II

GRAPHIC SCALE 1 INCH = 8 FEET



Proposed Finished Floor Elevation 12.90

Proposed Finished Ceiling Elevation 21.03

NOTES

Finished Floor Elevation

Finished Ceiling Elevation

SHEET 3 OF 3 SHEETS

OR 7796 PG 283

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT F PHASE II

BUILDING NO 5

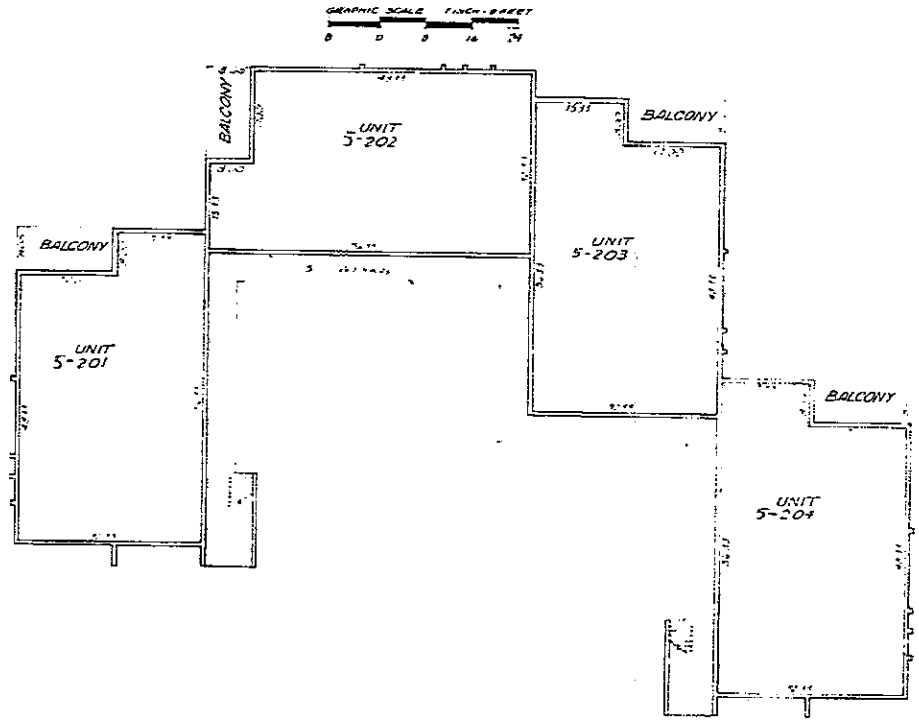
PLAN OF 1ST FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT F

PHASE II



Proposed Finished Floor Elevation 21.57

Proposed Finished Ceiling Elevation 29.61

NOTES.

SHEET 1 of 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT F PHASE II

BUILDING NO 5

PLAN OF 2nd FLOOR

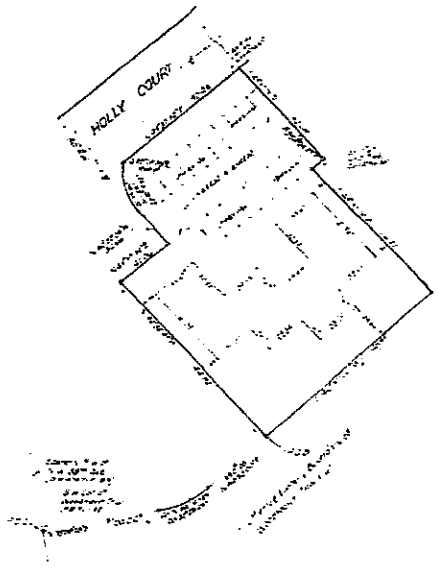
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT G PHASE III

GRAPHIC SCALE: 1" = 30'

N



SHEET 1 OF 4 SHEETS

CRAVEN-THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
5901 N.W. 31 AVENUE FORT LAUDERDALE FLORIDA 33309 · (305) 971-7270

THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT G PHASE III

THE CYPRESS AT WOODMONT

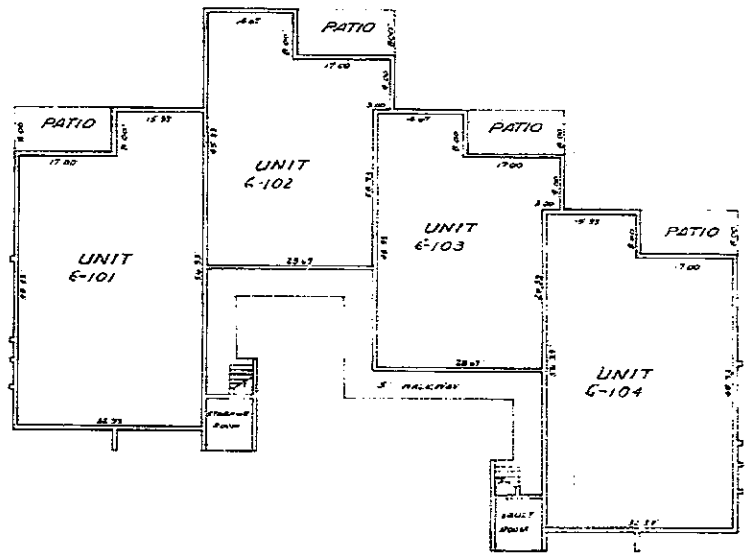
A CONDOMINIUM

EXHIBIT 5

PHASE VI

GRAPHIC SCALE 1 INCH = 8 FEET

0 8 16 24



PROPOSED FINISHED FLOOR ELEVATION: 12.80

PROPOSED FINISHED CEILING ELEVATION: 20.93

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: ____

FINISHED CEILING ELEVATION: ____

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT 5 PHASE VI

BUILDING NO. 6

PLAN OF 1ST FLOOR

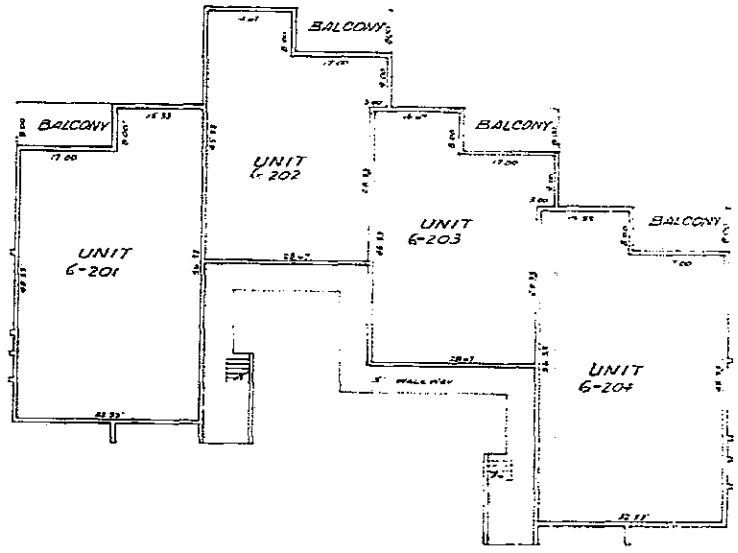
77 03 73

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT
PHASE VI

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 21.47
PROPOSED FINISHED CEILING ELEVATION: 29.31

NOTES:
ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED
FINISHED FLOOR ELEVATION: ____
FINISHED CEILING ELEVATION: ____

SHEET 1 OF 1 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT - PHASE VI
BUILDING NO. 6
PLAN OF 2ND FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

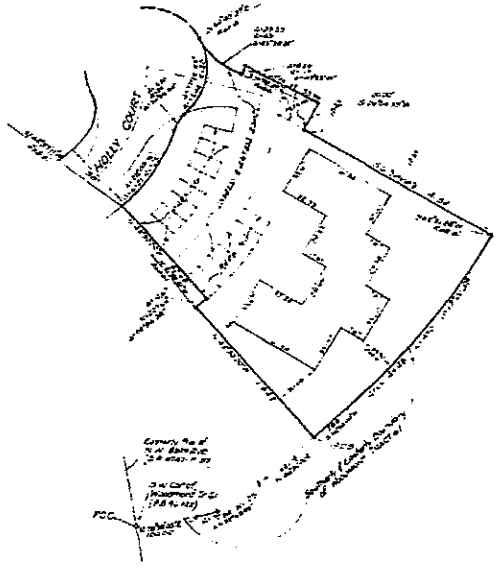
EXHIBIT H PHASE VII

GRAPHIC SCALE: 1"= 30'

N

DESCRIPTION: PHASE SEVEN

[illegible]



NOTES:

[illegible]

OFF REC 17736 PAGE 298

SHEET 1 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS · PLANNERS · SURVEYORS
5901 NW 31 AVENUE · FORT LAUDERDALE · FLORIDA 33309 · (305) 971-7770

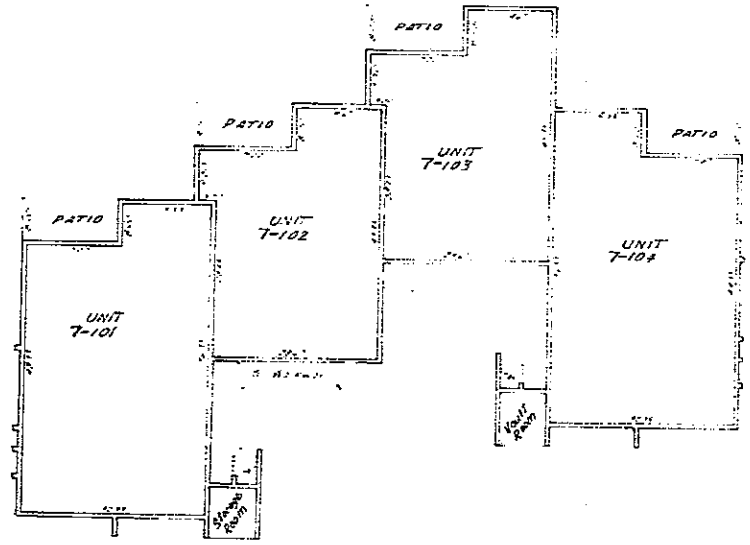
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT H PHASE VII

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT H

PHASE VII



Proposed Finished Floor Elevation 129d

Proposed Finished Ceiling Elevation 210.3

NOTES

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT H PHASE VII

BUILDING NO. 7

PLAN OF 1ST FLOOR

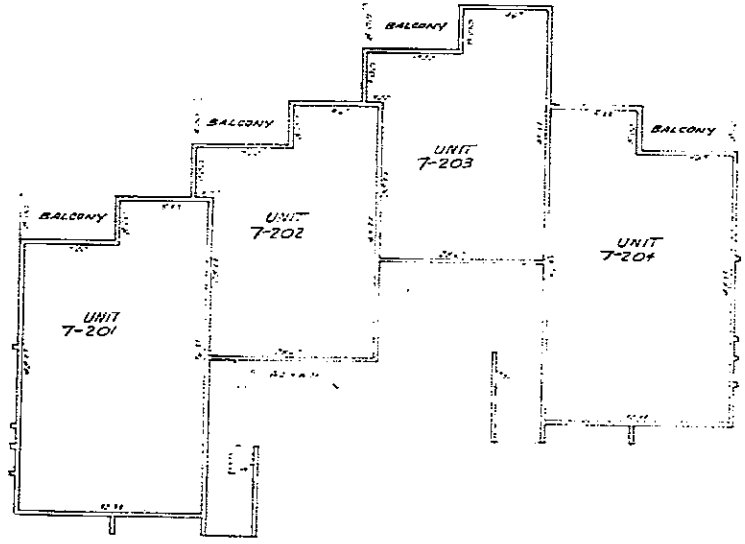
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT H

PHASE VIII

GRAPHIC SCALE 1 INCH = 8 FEET



Proposed Finished Floor Elevation 21.57

Proposed Finished Ceiling Elevation 29.61

NOTES

SHEET 3 OF 3 SHEETS

EXHIBIT H PHASE VIII

BUILDING NO 7

PLAN OF 2nd FLOOR

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

1350 S. HOMAND PARKWAY (POWERLINE ROAD), POMPANO BEACH, FLORIDA 33064 PH. 942-1777

SCALE 1"=8' BY Ogunda

JOB NO. 12317

FIELD BK.

ABN. NO.

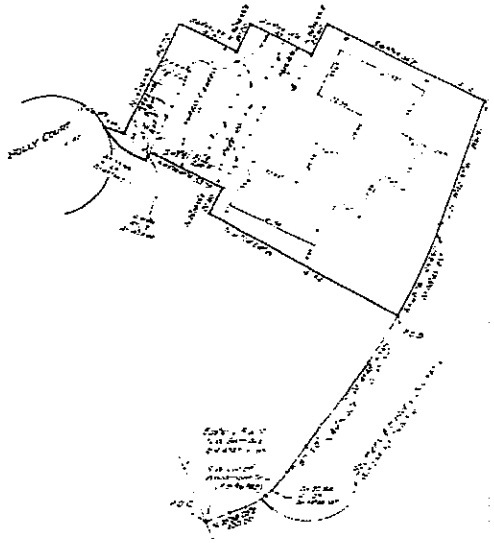
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT Z PHASE

GRAPHIC SCALE: 1" = 30'

N



SHEET 1 OF 5 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5901 NW 31 AVENUE · FORT LAUDERDALE FLORIDA 33309 · (305) 971-7770

THE CYPRESS AT WOODMONT
A CONDOMINIUM

EXHIBIT Z PHASE

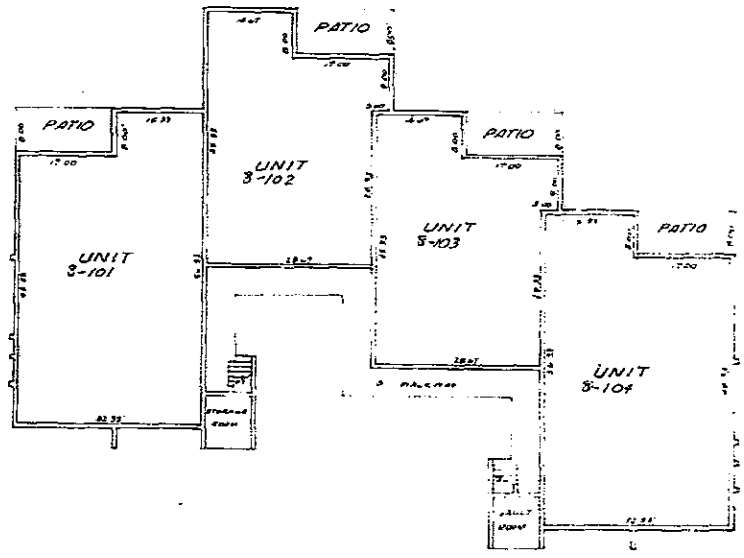
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT 2

PHASE VIII

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 12.80

PROPOSED FINISHED CEILING ELEVATION: 20.93

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: ____

FINISHED CEILING ELEVATION: ____

SHEET 1 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT 2 PHASE VIII

BUILDING NO. 8

PLAN OF 1ST FLOOR

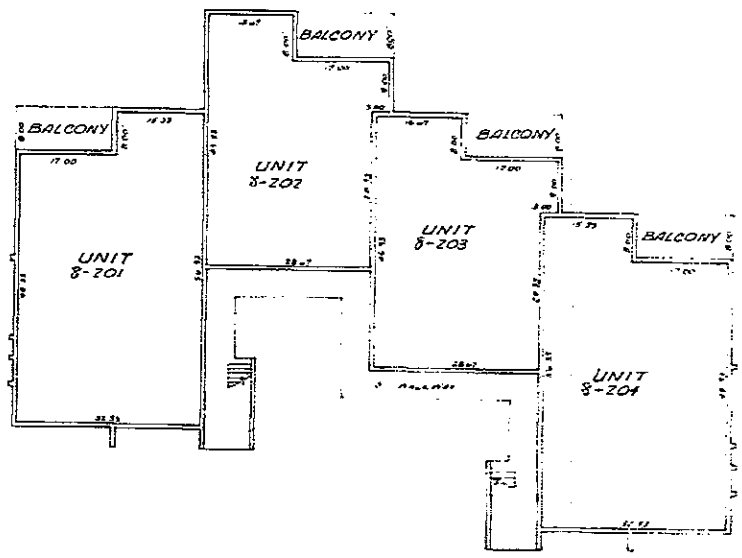
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT I

PHASE

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 21.47

PROPOSED FINISHED CEILING ELEVATION: 29.31

NOTES:

ALL WALLS ARE 0.33 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION:

FINISHED CEILING ELEVATION:

MI 7796 PG 303

SHEET 1 OF 2 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

UPDATES	DATE	BY	CHK

SCALE 1" = 8'

BY Oquendo

CHK

DATE 11-21-77

FIELD BK

JOB NO 72.071

EXHIBIT PHASE

BUILDING NO. 8

PLAN OF 2nd FLOOR

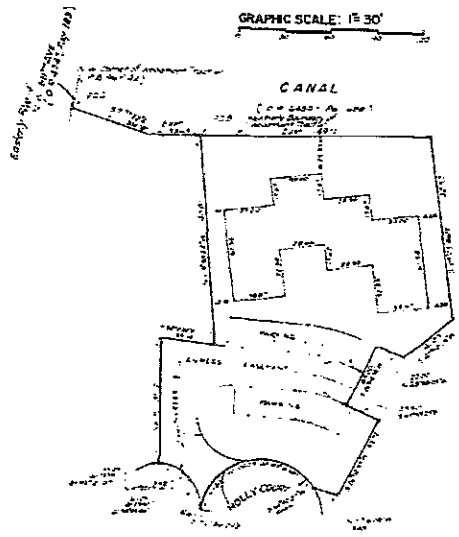
FILE NO 77 03 73

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT J PHASE IX

GRAPHIC SCALE: 1" = 30'



N

REC 7796 PAGE 304

SHEET 1 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5901 NW 31 AVENUE · FORT LAUDERDALE · FLORIDA 33309 · (305) 971-7770

THE CYPRESS AT WOODMONT
A CONDOMINIUM

EXHIBIT J PHASE IX

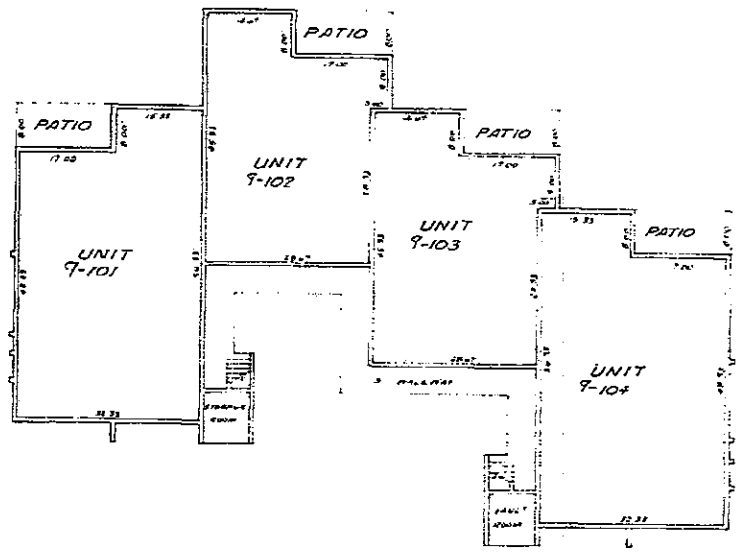
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT J

PHASE IX

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 12.80

PROPOSED FINISHED CEILING ELEVATION: 20.83

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: ____

FINISHED CEILING ELEVATION: ____

SHEET 2 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

UPDATES WITH REVISIONS	DATE	BY	DATE

SCALE 1" = 8'

DR. Oquendo

DATE 11-12-87

FIELD BK.

JOB NO. 72-0373

EXHIBIT J PHASE IX

BUILDING NO. 9

PLAN OF 1ST FLOOR

FILE NO. 77

SHEET 2 OF 3

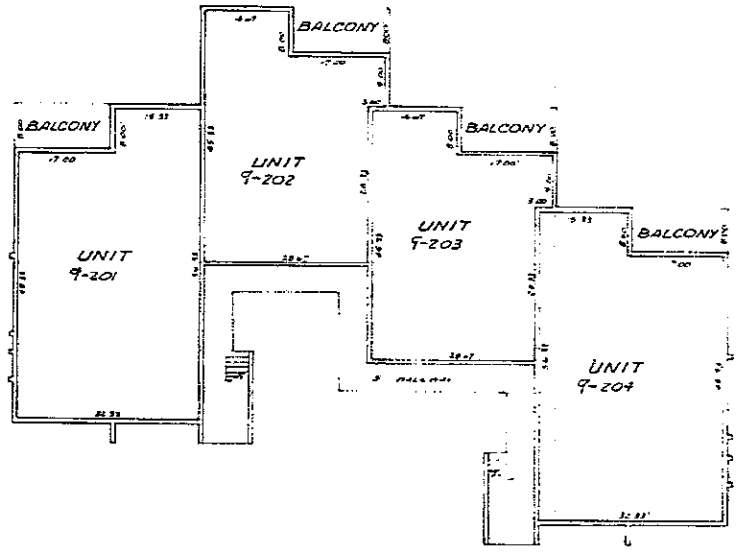
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT IX

PHASE V

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 29.47

PROPOSED FINISHED CEILING ELEVATION: 29.51

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: ____

FINISHED CEILING ELEVATION: ____

SHEET 2 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

1556 S. POINCIANA BOULEVARD INDUSTRIAL ROAD, POINCIANA BEACH, FLORIDA 33060 (305) 971-7772

UPDATED where REVISIONS	DATE	BY	CKD

SCALE 1" = 8'

BY Oquendo

DRN

DATE 11-21-77

FIELD BK. NO.

JOB NO. 77-0375

EXHIBIT J PHASE IV

BUILDING NO. 9

PLAN OF 2ND FLOOR

THE CYPRESS AT WOODMONT

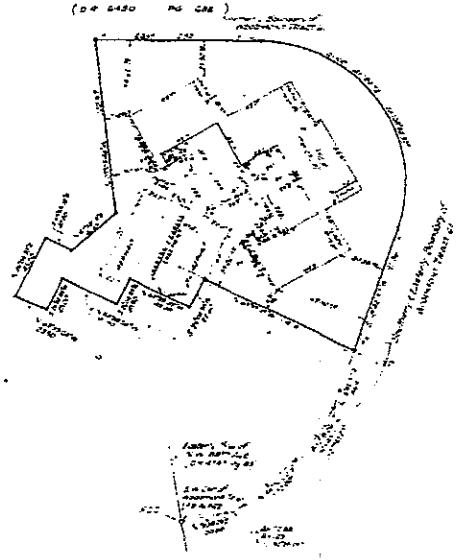
A CONDOMINIUM

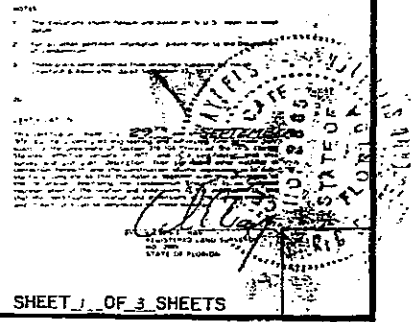
EXHIBIT K PHASE V

GRAPHIC SCALE: 1" = 30'

N

CANAL





SHEET 1 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5908 N.W. 31 AVENUE · FORT LAUDERDALE FLORIDA 33309 · (305) 971-7270

THE CYPRESS AT WOODMONT

A CONDOMINIUM

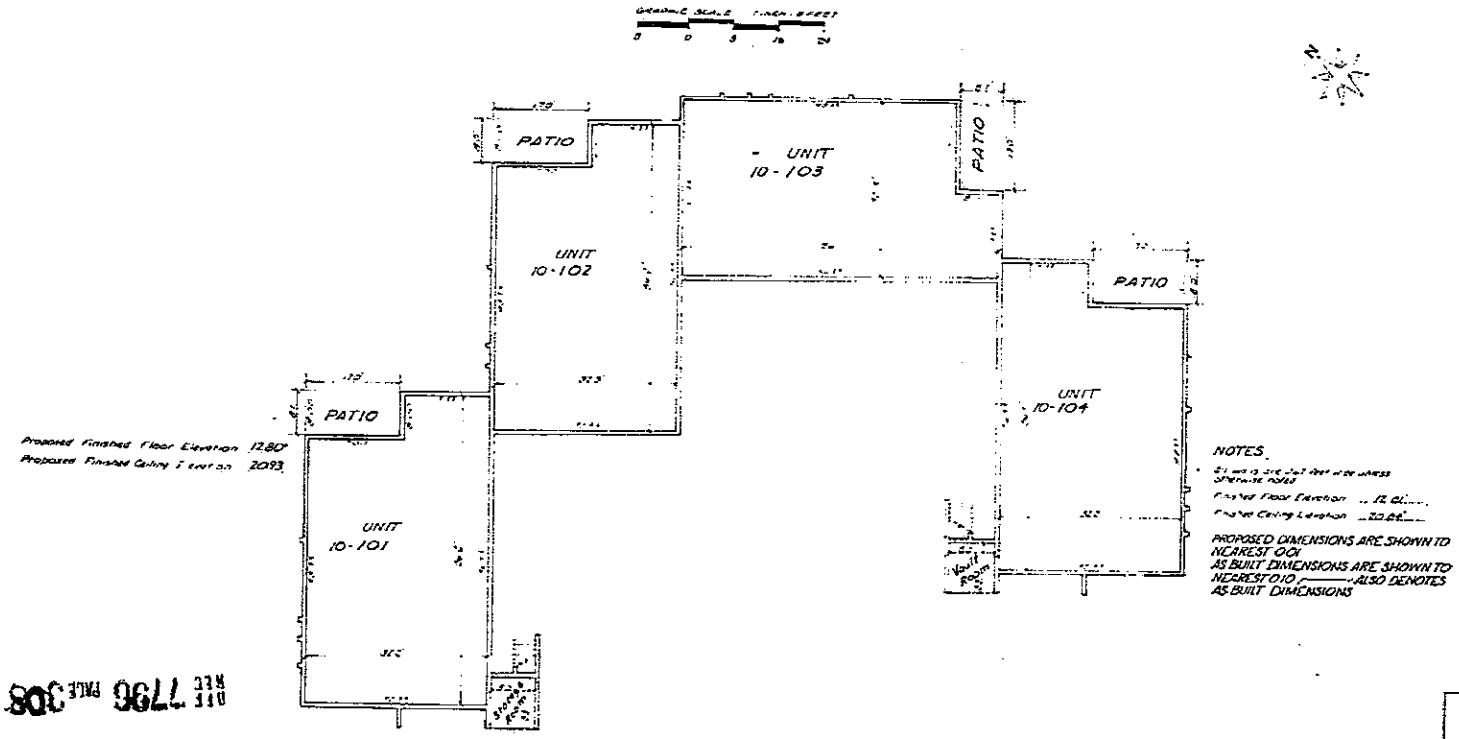
EXHIBIT K PHASE V

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT K

PHASE X



NOTES

Finished Floor Elevation 12.01'

Finished Ceiling Elevation 20.26'

PROPOSED DIMENSIONS ARE SHOWN TO NEAREST 0.01

AS BUILT DIMENSIONS ARE SHOWN TO NEAREST 0.10 ——— ALSO DENOTES AS BUILT DIMENSIONS

BK 7796 PAGE 308

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

1320 S. HOWARD AVENUE TAMPA, FLORIDA 33606

Field Book 1978 pg. 17

Scale 1"=8'

Drawn by Oquendo

Date 11-2-77

EXHIBIT K PHASE X

BUILDING NO 10

PLAN OF 1st FLOOR

PAGE NO 77

03 of 3

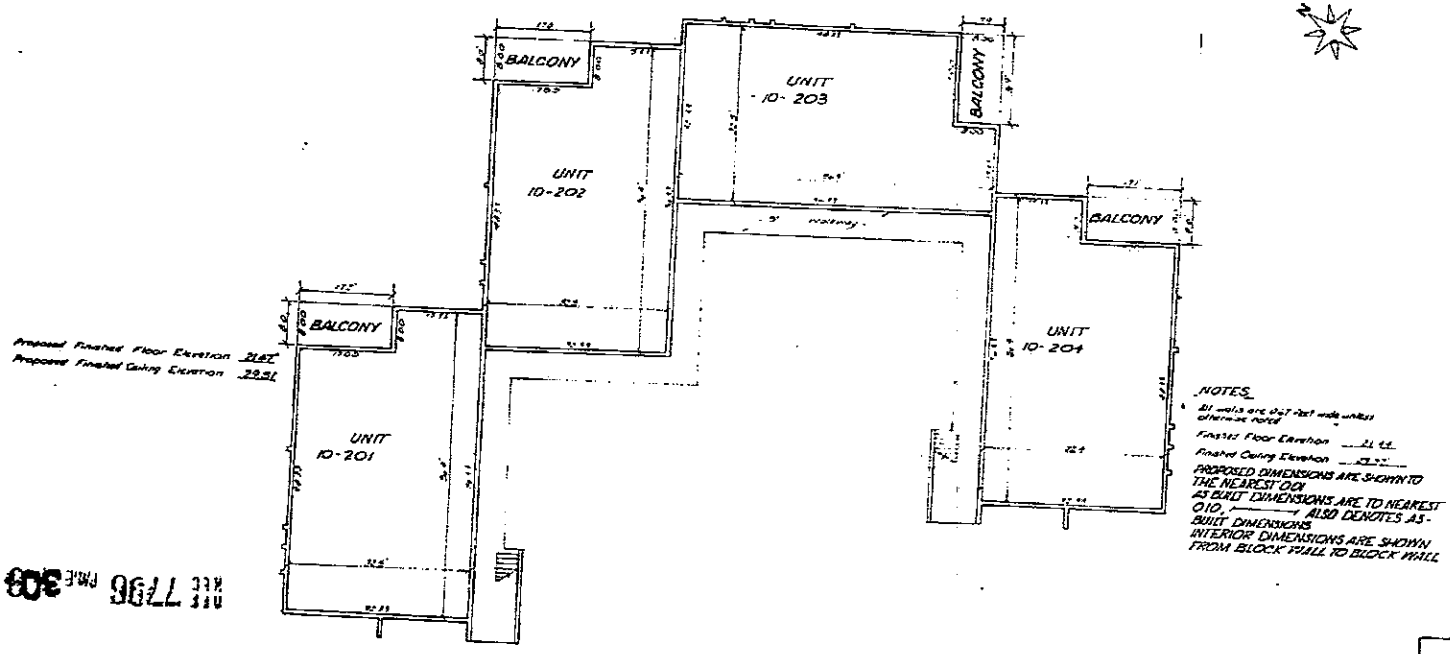
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT K

PHASE X

GRAPHIC SCALE 1 INCH = 8 FEET



NOTES

All walls are 0.5' feet wide unless otherwise noted

Finished Floor Elevation 21.66

Finished Ceiling Elevation 29.91

PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST .001

AS BUILT DIMENSIONS ARE TO NEAREST .010

ALSO DENOTES AS-BUILT DIMENSIONS

INTERIOR DIMENSIONS ARE SHOWN FROM BLOCK WALL TO BLOCK WALL

REC 7796 PAGE 303

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CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS · PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

SCALE 1" = 8'

DATE 12-21-77

SHEET 3 OF 3 SHEETS

EXHIBIT K PHASE X

BUILDING NO 10

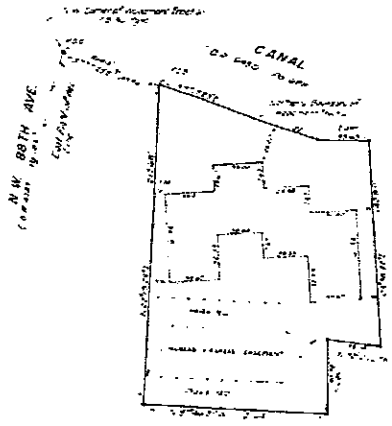
PLAN OF 2nd FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT L PHASE XI

GRAPHIC SCALE: 1" = 30'



SHEET 1 OF 3 SHEETS

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ENGINEERS PLANNERS SURVEYORS

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THE CYPRESS AT WOODMONT
A CONDOMINIUM

EXHIBIT L PHASE XI

PAGE NO. 77 of 77

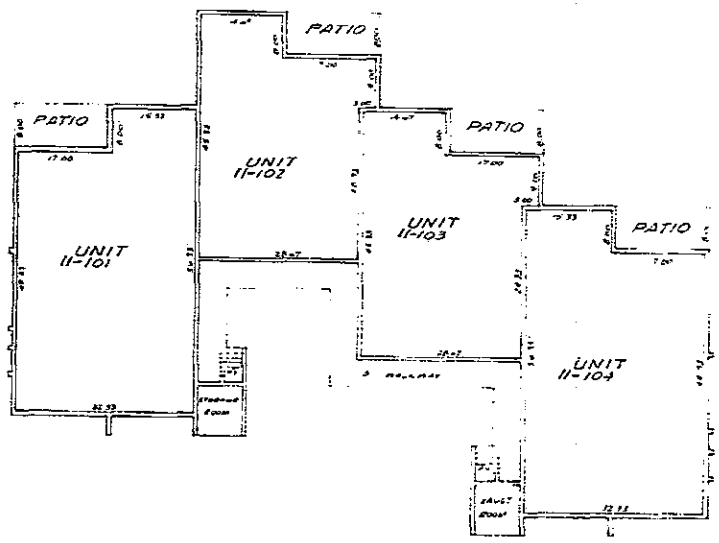
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT L

PHASE XI

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 12.90

PROPOSED FINISHED CEILING ELEVATION: 21.03

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: ____

FINISHED CEILING ELEVATION: ____

OR 7796 PG 311

SHEET 2 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

UPDATES and/or REVISIONS	DATE	BY	CKD

SCALE 1" = 8'

BY Oquendo

CKD

DATE 11-21-77

FB/Page No.

JOB NO 770313

EXHIBIT L PHASE XI

BUILDING NO. 11

PLAN OF 1ST FLOOR

FILE NO. 77

23/3

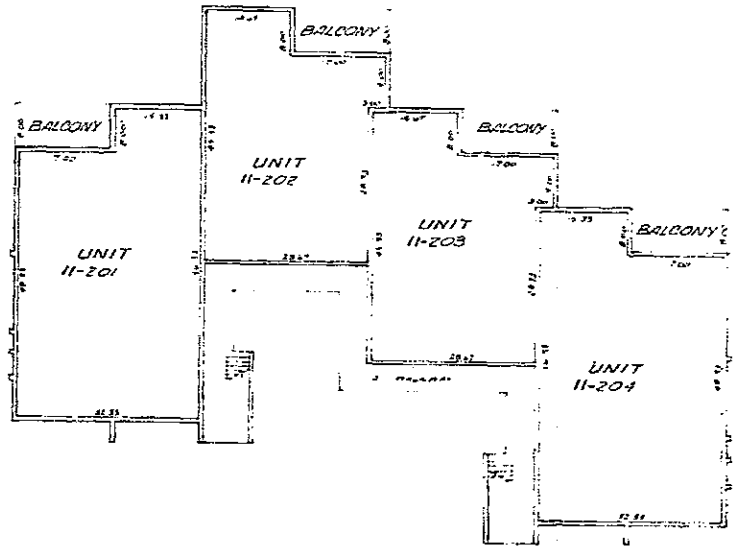
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT L

PHASE XI

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION = 21.31
PROPOSED FINISHED CEILING ELEVATION = 29.6

NOTES:
ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED
FINISHED FLOOR ELEVATION: ...
FINISHED CEILING ELEVATION: ...

SHEET 3 OF 3 SHEETS

CRAVEN · THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

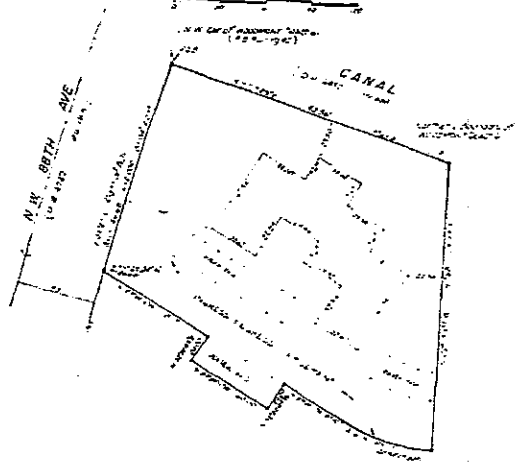
EXHIBIT L PHASE XI
BUILDING NO. 11
PLAN OF 2ND FLOOR

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT M PHASE XII

GRAPHIC SCALE 1" = 30'



N

SHEET 1 OF 3 SHEETS

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THE CYPRESS AT WOODMONT
A CONDOMINIUM

EXHIBIT M PHASE XII

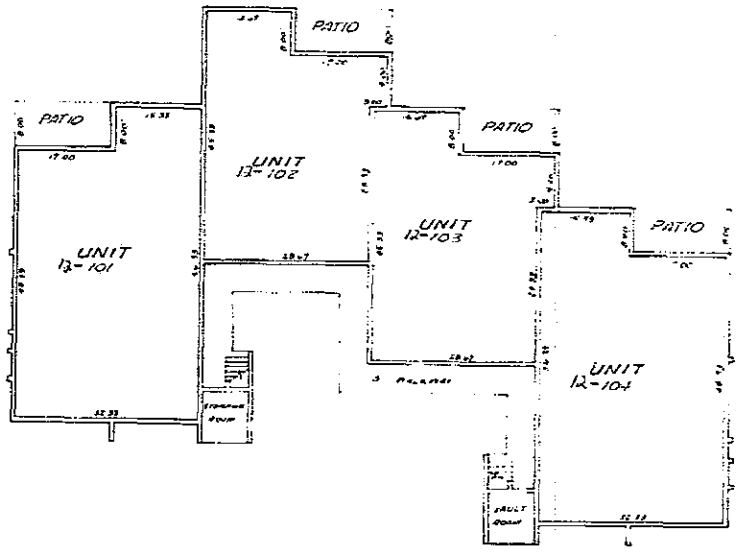
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT M

PHASE XII

GRAPHIC SCALE FEET



PROPOSED FINISHED FLOOR ELEVATION: 13.30

PROPOSED FINISHED CEILING ELEVATION: 21.43

NOTES:

ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED

FINISHED FLOOR ELEVATION: ____

FINISHED CEILING ELEVATION: ____

OR 7796 PG 314

SHEET 2 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS

AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

1550 S. POMPANO PARKWAY (HIGHWAY 441) • POMPANO BEACH • FLORIDA 33069 • (305) 941-7700

UPDATED DATE REVISION	DATE	BY	CKD

SCALE 1" = 8'

BY Chiarini

CKD

DATE 12-27-77

FIELDBOOK PG

JOB NO 77-173

EXHIBIT M PHASE XII

BUILDING NO. 12

PLAN OF 1st FLOOR

FILE NO. 77

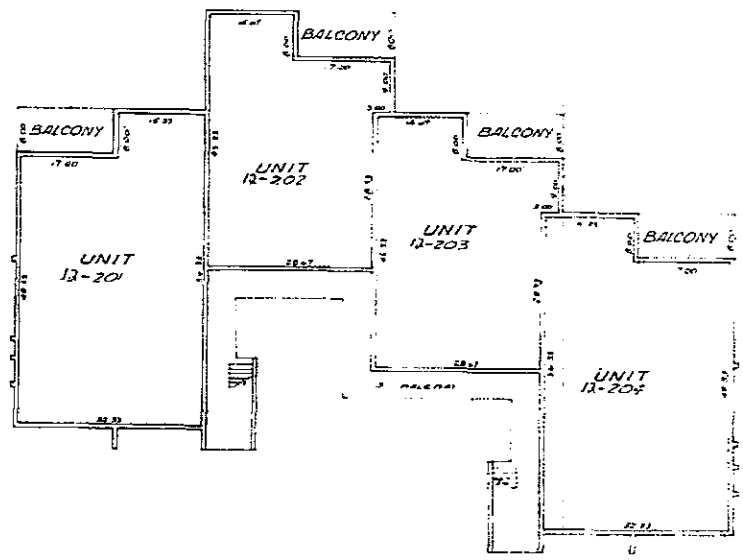
SHEET 2 OF 3

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT M
PHASE XII

GRAPHIC SCALE 1 INCH = 8 FEET



PROPOSED FINISHED FLOOR ELEVATION: 21.97
PROPOSED FINISHED CEILING ELEVATION: 30.01

NOTES:
ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED
FINISHED FLOOR ELEVATION: ____
FINISHED CEILING ELEVATION: ____

SHEET 3 OF 3 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.
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AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

EXHIBIT M PHASE XII
BUILDING NO. 12
PLAN OF 2ND FLOOR

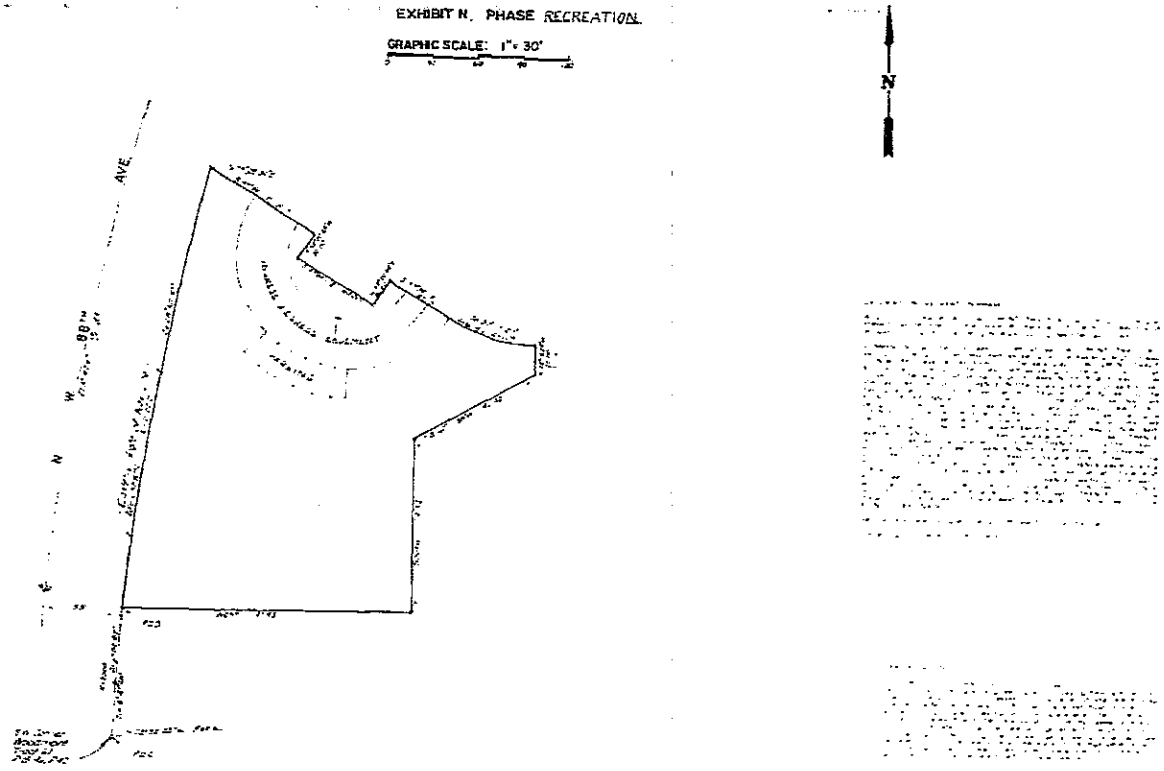
FILE NO. 77-03-13

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT N. PHASE RECREATION

GRAPHIC SCALE: 1" = 30'



SHEET 1 OF 1 SHEETS

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ENGINEERS PLANNERS SURVEYORS
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THE CYPRESS AT WOODMONT
A CONDOMINIUM
RECREATION AREA
EXHIBIT N PHASE RECREATION

77
2
3
1

EXHIBIT O

TO

DECLARATION OF CONDOMINIUM

THE CYPRESS AT WOODMONT, A CONDOMINIUM

Building Designation and Unit Number	Type of Unit	Building Designation and Unit Number	Type of Unit
1-101	3 BR/2 BATHS	7-101	3 BR/2 BATHS
1-102	2 BR/2 BATHS	7-102	2 BR/2 BATHS
1-103	2 BR/2 BATHS	7-103	2 BR/2 BATHS
1-104	3 BR/2 BATHS	7-104	3 BR/2 BATHS
1-201	3 BR/2 BATHS	7-201	3 BR/2 BATHS
1-202	2 BR/2 BATHS	7-202	2 BR/2 BATHS
1-203	2 BR/2 BATHS	7-203	2 BR/2 BATHS
1-204	3 BR/2 BATHS	7-204	3 BR/2 BATHS
2-101	3 BR/2 BATHS	8-101	3 BR/2 BATHS
2-102	2 BR/2 BATHS	8-102	2 BR/2 BATHS
2-103	2 BR/2 BATHS	8-103	2 BR/2 BATHS
2-104	3 BR/2 BATHS	8-104	3 BR/2 BATHS
2-201	3 BR/2 BATHS	8-201	3 BR/2 BATHS
2-202	2 BR/2 BATHS	8-202	2 BR/2 BATHS
2-203	2 BR/2 BATHS	8-203	2 BR/2 BATHS
2-204	3 BR/2 BATHS	8-204	3 BR/2 BATHS
3-101	3 BR/2 BATHS	9-101	3 BR/2 BATHS
3-102	2 BR/2 BATHS	9-102	2 BR/2 BATHS
3-103	2 BR/2 BATHS	9-103	2 BR/2 BATHS
3-104	3 BR/2 BATHS	9-104	3 BR/2 BATHS
3-201	3 BR/2 BATHS	9-201	3 BR/2 BATHS
3-202	2 BR/2 BATHS	9-202	2 BR/2 BATHS
3-203	2 BR/2 BATHS	9-203	2 BR/2 BATHS
3-204	3 BR/2 BATHS	9-204	3 BR/2 BATHS
4-101	3 BR/2 BATHS	10-101	3 BR/2 BATHS
4-102	3 BR/2 BATHS	10-102	3 BR/2 BATHS
4-103	3 BR/2 BATHS	10-103	3 BR/2 BATHS
4-104	3 BR/2 BATHS	10-104	3 BR/2 BATHS
4-201	3 BR/2 BATHS	10-201	3 BR/2 BATHS
4-202	3 BR/2 BATHS	10-202	3 BR/2 BATHS
4-203	3 BR/2 BATHS	10-203	3 BR/2 BATHS
4-204	3 BR/2 BATHS	10-204	3 BR/2 BATHS
5-101	3 BR/2 BATHS	11-101	3 BR/2 BATHS
5-102	3 BR/2 BATHS	11-102	2 BR/2 BATHS
5-103	3 BR/2 BATHS	11-103	2 BR/2 BATHS
5-104	3 BR/2 BATHS	11-104	3 BR/2 BATHS
5-201	3 BR/2 BATHS	11-201	3 BR/2 BATHS
5-202	3 BR/2 BATHS	11-202	2 BR/2 BATHS
5-203	3 BR/2 BATHS	11-203	2 BR/2 BATHS
5-204	3 BR/2 BATHS	11-204	3 BR/2 BATHS
6-101	3 BR/2 BATHS	12-101	3 BR/2 BATHS
6-102	2 BR/2 BATHS	12-102	2 BR/2 BATHS
6-103	2 BR/2 BATHS	12-103	2 BR/2 BATHS
6-104	3 BR/2 BATHS	12-104	3 BR/2 BATHS
6-201	3 BR/2 BATHS	12-201	3 BR/2 BATHS
6-202	2 BR/2 BATHS	12-202	2 BR/2 BATHS
6-203	2 BR/2 BATHS	12-203	2 BR/2 BATHS
6-204	3 BR/2 BATHS	12-204	3 BR/2 BATHS

Phases I through XII, inclusive, are constituted solely by Buildings 1 through 12, inclusive, respectively, and the eight (8) units contained therein. Each unit owner has been assigned a fractional interest in the common elements, common surplus and, accordingly, will be responsible for the payment of the common expenses in that same proportion, calculated as follows: The numerator for each two and three bedroom unit, will be sixty (60) and seventy five (75), respectively. The denominator will be computed by adding the following totals: Sixty (60) times the number of two bedroom units submitted to condominium form of ownership, plus seventy five (75) times the total number of three bedroom units submitted to condominium form of ownership. For example, upon the submission of the initial Phase to condominium form of ownership (assuming said building consists of four (4) two bedroom units and four (4) three bedroom units), the fractional interest will be determined as follows: The numerators would be 60 and 75 for two and three bedroom units respectively, and the denominator will be:

60 X 4 (total number of two bedroom units)	=	240
75 X 4 (total number of three bedroom units)	=	300
TOTAL		540

Thus, the fractional interest pertaining to each of the two bedroom units would be 60/540 (or 4/36 as reduced) and the fractional interest pertaining to each of the three bedroom units would be 75/540 (or 5/36 as reduced).

In the event the next phase submitted to condominium form of ownership is a building which consists of eight three bedroom units, the fractional interest pertaining to each of the units submitted to condominium form of ownership as of that date would be calculated as follows: The numerators would be sixty (60) and seventy five (75) for the two and three bedroom units respectively, and the denominator would be computed as follows:

60 X 4	(total number of two bedroom units submitted to condominium form of ownership)	= 240
75 X 12	(total number of three bedroom units submitted to condominium form of ownership)	= 900
	TOTAL	1,140

Thus, the fractional interest pertaining to each two bedroom unit in the entire Condominium would be 60/1140 (or 1/19 as reduced and the fractional interest pertaining to each three bedroom unit in the entire Condominium, would be 75/1140 (or 5/76 as reduced).