

DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

ORIOLE HOMES CORP., a Florida corporation (the "Developer"), as the owner in fee simple of the "Land" (as hereinafter defined), hereby makes this Declaration of Condominium of Cypress Bend Condominium II (the "Declaration") to be recorded amongst the Public Records of Broward County, Florida where the Land is located and states and declares:

I SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit the same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended to the date hereof (the "Act"). This is a "phase condominium" as contemplated by Section 718.403 of the Act. The plan for development of the several "Phases" (as hereinafter defined) of this condominium is set forth in Article IX hereof.

II NAME

The name by which the condominium created hereby (the "Condominium") and the Condominium Property are to be identified is:

CYPRESS BEND CONDOMINIUM II

III PHASE CONDOMINIUM - LAND

The land which will have become part of the Condominium if and when all of the Phases are submitted to condominium ownership (the "Land") is described in Exhibit A attached hereto and hereby made a part hereof; the legal description of the portion of the Land constituting the first Phase of the Condominium and which is hereby being submitted to condominium ownership, to-wit: Phase 1, is described in Exhibit B attached hereto and hereby made a part hereof (the "Phase 1 Land"); and the legal description of the portions of the Land which may be submitted to condominium ownership as additional Phases of the Condominium (each of which is hereinafter referred to as a "Subsequent Phase" and all of which are collectively referred to as the "Subsequent Phases") are described in Exhibit F attached hereto and hereby made a part hereof.

IV DEFINITIONS

The terms contained in this Declaration shall have the meanings as set forth in the Act, and for clarification the following terms have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended to the date of recording hereof.

B. "Apartment" means a unit as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

THIS INSTRUMENT WAS PREPARED BY:

RETURN TO

SCOTT J. FUERST
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL
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An Apartment shall be in an improvement defined as a "Building" in Paragraph A of Article V and Subparagraph A 2 of Article IX of this Declaration and includes each and every Apartment in each and every Phase.

C. "Apartment Owner" means the owner or owners of an Apartment and may include a corporation or other legal entity.

D. "Articles" and "By-Laws" mean, respectively, the Articles of Incorporation and By-Laws of the "Association" (as hereinafter defined).

E. "Assessment" means a share of funds required for the payment of "Common Expenses" (as hereinafter defined) which from time to time is assessed against an Apartment Owner.

F. "Association" means Cypress Bend Condominium II Association, Inc., a Florida corporation not-for-profit, organized to administer the Condominium and the "Cypress Bend II Recreation Area" (as hereinafter defined) and having as its members the Apartment Owners.

G. "Board" means the Board of Directors of the Association.

H. "Common Elements" means the portion of the Condominium Property, including the Land, not included in the Apartments.

I. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as set forth in various sections of the Act and in the "Condominium Documents" (as hereinafter defined) and includes:

- (a) the expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and
- (b) any other expenses designated as Common Expenses in the Condominium Documents or from time to time by the Board of Directors of the Association.

J. "Cypress Bend" means the name given to the planned residential development being developed in stages upon the real property described on Exhibit A to the "Declaration of Protective Covenants and Restrictions" (as hereinafter defined) in accordance with the various land use restrictions set forth therein.

K. "Condominium Documents" means in the aggregate this Declaration, the Articles, By-Laws and "Rules and Regulations" of the Association, the Declaration of Protective Covenants and Restrictions, the "Articles of Incorporation", "By-Laws" and "Rules and Regulations" of Cypress Bend Protective Corporation, Inc., and any and all exhibits and amendments thereto and instruments and documents referred to therein and executed in connection with the Condominium.

L. "Condominium Property" means the Phase 1 Land, all improvements thereon, including the Apartments, the Common Elements and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium, and is subject to enlargement pursuant to the Plan of Phase Development described in Article IX herein.

M. "Declaration" means this document.

N. "Developer" means Oriole Homes Corp., a Florida corporation, its grantees, successors and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Apartment Owner is specifically so designated as a successor or assign of such rights in the deed conveying title to the Apartment or in any other instrument executed by Developer.

O. "Phase" means a portion of the Condominium as more particularly described in Article IX herein.

P. "Protective Corporation" means Cypress Bend Protective Corporation, Inc., a Florida corporation not-for-profit, which has been organized to administer, maintain and own portions of Cypress Bend in accordance with the Declaration of Protective Covenants and Restrictions and having among its members the Association and all other associations which administer condominiums in Cypress Bend.

Q. "Declaration of Protective Covenants and Restrictions" means the instrument recorded in Official Records Book 5315 at Page 1 of the Public Records of Broward County, Florida and all amendments and supplements thereto which established the land uses for the various portions of Cypress Bend and whereby the "Operating Expenses" of the "Recreation Land" (as those terms are defined therein) are made specifically applicable to Apartment Owners to be collected by the Association on behalf of the Protective Corporation in the same manner and by the same procedure as Common Expenses.

V DESCRIPTION OF IMPROVEMENTS

A. 1. The improvements to be constructed on the Phase 1 Land are described on the "Phase 1 Survey" (as hereinafter defined) and include one three (3) story residential apartment building (a "Building") which contains twenty-four (24) Apartments, each of which is designated by a three-digit arabic numeral and the Phase designation (e.g. "Apt. 301 of Phase 1") and is so referred to herein and in the Exhibits hereto. No Apartment bears the same designation as any other Apartment in the Condominium.

2. Phase 1 consists of three (3) Type A Apartments (one-bedroom, two bathrooms), each containing approximately 1,193 square feet; fifteen (15) Type B Apartments (two-bedrooms, two bathrooms), each containing approximately 1,260 square feet; and six (6) Type C Apartments (two-bedrooms, two bathrooms), each containing approximately 1,260 square feet. There is no personal property provided by the Developer in the Building.

B. Annexed hereto as Exhibit C and hereby made a part hereof is the "Survey, Plot Plan and Graphic Description of Improvements" for Phase 1 which includes a survey of the Phase 1 Land, a graphic description of the improvements in which the Apartments and the Common Elements are located and a plot plan thereof (all of which are herein collectively referred to as the "Phase 1 Survey"). The Phase 1 Survey shows and identifies thereon the Common Elements and every Apartment in Phase 1 and their relative locations and approximate dimensions. There is attached to the Phase 1 Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

C. 1. Developer has set aside a certain land area (more particularly described on Exhibit G attached hereto and made a part hereof) and intends to construct thereon certain improvements for the use of all Apartment Owners. The land area and improvements ("Cypress Bend II Recreation Area") shall ultimately be conveyed to the Association as provided in Article IX hereof. The Cypress Bend II Recreation Area (which is not part of the Land) consists of two (2) separate parcels of land. The first parcel ("Recreation Area One") will contain certain recreational facilities, including a swimming pool, a whirlpool and a portion of the bicycle and jogging path which also runs throughout the Condominium, all as shown on the "Site Plan" attached hereto as Exhibit E and made a part hereof. The second parcel ("Recreation Area Two") will contain certain other recreational facilities, including a "Recreation Building" as shown on the Site Plan. The Association shall be responsible for operating and maintaining the Cypress Bend II Recreation Area, the expenses of which ("Recreation Area Expenses") shall be shared equally by all Apartment Owners as provided in Article XVII hereof and all "Sharing Owners" (as hereinafter defined, if any).

2. The recreational facilities which comprise the improvements to be located on the Cypress Bend II Recreation Area consist of one (1) swimming pool with a pool deck, a whirlpool, wet bar, men's and women's bathroom facilities, a portion of the bicycle and jogging path and the Recreation Building. The Developer has provided, or will provide, the following items of personal property in connection with the recreational facilities: 2 billiard tables and accessories, 1 ping pong table, 1 bumper pool table, 2 work tables, 1 refrigerator, 1 stove, 8 card tables and 32 chairs, 2 kilns, 3 sofas, 4 lounge chairs, 2 pictures, 4 lamps, 40 lounge chairs, 25 arm chairs, 35 plain stack chairs, 2 wet bars with a total of 10 stools, 3 picnic tables and 3 round concrete tables with umbrellas.

3. The estimated latest date of completion of the improvements to be located on Recreation Area One of the Cypress Bend II Recreation Area is December 31, 1981. The estimated latest date of completion of the improvements to be located on Recreation Area Two of the Cypress Bend II Recreation Area is December 31, 1982.

4. (a) Developer reserves the right to declare that some or all of the owners of residential dwelling units other than Developer ("Sharing Owners") in the next Cypress Bend Condominium to be declared following this Condominium ("Sharing Condominium") shall have the right to use the Cypress Bend II Recreation Area (or a portion thereof as hereinafter described) on a nonexclusive basis with Apartment Owners in the Condominium, as hereinafter described. Such declaration of the rights of some or all of the Sharing Owners shall be made by Developer in a writing or writings which shall be recorded amongst the Public Records of Broward County, Florida, with a copy thereof furnished to the Association within thirty (30) days of the date of such recording. In the event that Developer makes such a declaration, and in consideration for the sharing of the Recreation Area Expenses by the Sharing Owners, as hereinafter described, the Association and all Apartment Owners agree that the Sharing Owners, their family members, guests, licensees, lessees and invitees shall be permitted to use the Cypress Bend II Recreation Area, or portion thereof, to the full and same extent as same is available to Apartment Owners in the Condominium. Developer agrees that the Sharing Owners of a maximum of two hundred forty (240) dwelling units in the Sharing Condominium may share the use of the Cypress Bend II Recreation Area, or portion thereof, as set forth herein. Therefore, as used herein, the term "Sharing Owner" is limited to the Sharing Owners who have the right to use the Cypress Bend II Recreation Area, or portion thereof, under the terms hereof. Nothing contained herein shall be construed as limiting the

right of Developer to declare that the use rights and corresponding obligations of Sharing Owners hereunder shall only exist as to Recreation Parcel One or Recreation Parcel Two rather than the entire Cypress Bend II Recreation Area.

(b) Any and all Sharing Owners acquiring rights of use in and to the Cypress Bend II Recreation Area, or portion thereof, under this Declaration shall be obligated to pay the association or entity responsible for the administration of the Sharing Condominium ("Sharing Association") such Sharing Owner's portion of the Recreation Area Expenses determined in accordance with the method for allocation set forth in Article XVII hereof as fully as though such Sharing Owners were Apartment Owners in the Condominium. The Sharing Association shall assess and collect assessments for their portion of Recreation Area Expenses and shall remit such assessments to the Association upon receipt thereof. Developer agrees that the provisions hereinabove set forth with respect to the rights and obligations of the Sharing Owners and the Sharing Association shall be included within the documents to be recorded amongst the Public Records of Broward County, Florida which establish the land use covenants and restrictions for the Sharing Condominium.

D. Each Apartment will have the exclusive use of a storage space ("Storage Space") located within the Common Elements of the particular Building in which the Apartment is located.

E. There are reflected on the Phase 1 Survey and the "Subsequent Surveys" (as hereinafter defined) parking spaces ("Parking Spaces") located on the Condominium Property, which are identified with arabic numerals. Developer shall assign to each Apartment the use of one (1) Parking Space in the manner described in Article XIV hereof. Unassigned Parking Spaces shall be used for parking by Apartment Owners and their family members, invitees, licensees and guests under such rules and regulations as may be promulgated from time to time by the Board.

F. Notwithstanding the fact that the Storage Spaces and Parking Spaces are available for the use of specific Apartments, such Storage Spaces and Parking Spaces shall remain Common Elements and shall be maintained, repaired and replaced by the Association, and the Apartment Owners assessed for such maintenance, repair and replacement in the same manner as the other Common Elements.

G. The Common Elements within or constituting the exterior of a Building shall be "Limited Common Elements" with respect to the Apartments within such Building and shall be for the use of only the Apartment Owners of such Apartments, their guests, licensees and invitees.

VI UNDIVIDED SHARES IN COMMON ELEMENTS AND OWNERSHIP IN THE ASSOCIATION

A. Each Apartment shall have as an appurtenance thereto an undivided share of the Common Elements and percentage of ownership in the Association according to the "Schedule of Percentage Interest in Common Elements and Ownership in the Association" attached hereto as Exhibit D and hereby made a part hereof.

B. Each Apartment shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Condominium Documents and subject to any limitations set forth in such Condominium Documents.

VII SHARES IN COMMON EXPENSES AND OWNERSHIP OF COMMON SURPLUS

The Common Expenses shall be shared and the "Common Surplus" (as that term is defined in the Act) shall be owned in proportion to each Apartment Owner's percentage of ownership of the Common Elements as set forth on Exhibit D to this Declaration.

VIII VOTING RIGHTS OF APARTMENT OWNERS

A. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one vote per Apartment in the Association, regardless of the number of Phases which have been added to the Condominium, as to the matters on which a vote by Apartment Owners is taken as provided under the Condominium Documents and the Act.

B. The vote of the owners of any Apartment owned by more than one person, a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy signed by all of the owners of such Apartment or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof; provided, in no event shall any proxy be valid for a period longer than as may be specified in the Act. If the proxy is not on file, the vote associated with an Apartment where the proxy is required shall not be considered in determining whether a quorum has been obtained or for any other purpose.

IX PLAN OF PHASE DEVELOPMENT

A. 1. The Developer is the developer of Cypress Bend located in Pompano Beach, Florida. Cypress Bend is being developed in stages and has been divided into "Residential Property" and "Recreation Land" as described in the Declaration of Protective Covenants and Restrictions. The first stage of Cypress Bend was developed by Developer's predecessor in interest and includes three (3) residential condominiums. In addition, certain improvements have been constructed upon portions of the Recreation Land. Developer intends to construct additional improvements upon the Recreation Land in accordance with the land uses set forth in the Declaration of Protective Covenants and Restrictions.

2. The Developer is developing the Land according to a plan of development (the "Plan") as set forth in this Article IX as a "phase condominium" as provided for by Section 718.403 of the Act. The Phase 1 Land and improvements thereon, as described on the Phase 1 Survey, constitute Phase 1 of the Condominium. In addition to Phase 1, the Developer anticipates that certain other portions of the Land and any improvements now or hereafter located thereon (each of which is a "Subsequent Phase") may, by an amendment hereto executed by the Developer alone as provided in Section 718.403(6) of the Act ("Amendment"), be added as part of the Condominium pursuant to this Declaration. If and when a Subsequent Phase is added and made a part of the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the portion of the Land, improvements thereon including the Apartments, the Common Elements and all easements and rights appurtenant thereto which are intended for use in such Subsequent Phase as set forth on the proposed survey and plot plan for that particular Subsequent Phase (each of which is referred to as a "Subsequent Phase Survey"). A

Subsequent Phase shall be designated by an arabic numeral, to wit: Subsequent Phases 2, 3, 4, 5 and 6, respectively, which arabic numeral is also the number of the "Building" which will contain the Apartments within the respective Phase. Subsequent Phases shall be added to the Condominium, if at all, in following sequence: Phase 2, Phase 3, Phase 6, Phase 5, Phase 4.

3. The Site Plan shows the configuration of each anticipated Phase and its location on the Land, the Building to be located thereon, and the Cypress Bend II Recreation Area. If and when all of the Subsequent Phases are submitted to condominium ownership, the Condominium will consist of six (6) Buildings containing a total of three hundred four (304) Apartments.

4. Each Subsequent Phase, when and if submitted to condominium ownership by the recording of an Amendment shall consist of the respective portion of the Land more particularly described on Exhibit F attached hereto and made a part hereof for each particular Phase, and those improvements including, but not limited to, the Building and parking facilities more particularly set forth on the proposed Subsequent Phase Survey for the particular Subsequent Phase attached hereto as Exhibit H and hereby made a part hereof.

B. 1. The number, general size and type of the Apartments to be included in each Subsequent Phase, if and when submitted to condominium ownership by the recording of an Amendment, is set forth on Exhibit I attached hereto and made a part hereof.

2. Developer will not provide any personal property as part of any Subsequent Phase, if and when added to the Condominium.

C. Exhibit D lists the percentage ownership in the Common Elements of each Apartment in the Condominium if and when a Subsequent Phase is added by an Amendment.

D. The estimated latest date of completion of each Subsequent Phase, if submitted to condominium ownership by an Amendment, is set forth on Exhibit J attached hereto and made a part hereof. No time-share estates will or may be created with respect to units in any Phase.

E. Completion of each Subsequent Phase will have the impact of increasing the number of Apartments in the Condominium and consequently the number of persons using the Common Elements and the Cypress Bend II Recreation Area. However, regardless of whether or not any or all of the Subsequent Phases are developed, each Apartment in the Condominium shall have one vote in the Association.

F. Developer reserves the absolute right, in its sole discretion, not to complete and/or add any or all of the Subsequent Phases to the Condominium. In the event that Developer decides not to add one or more Subsequent Phases, Developer shall give notice of such decision to all Apartment Owners and shall also record amongst the Public Records of Broward County, Florida, a statement that Developer has terminated the Plan ("Termination Statement"), which statement shall set forth the total number of Apartments in the Condominium. The effect of recording the Termination Statement shall be that the portion of the Land not submitted to condominium ownership pursuant to the Plan as of the recording of the Termination Statement shall not become part of the Condominium. Any notice required by the provisions of this Paragraph F shall be by certified mail addressed to each Apartment Owner at the address of his Apartment or at his last known address as set forth on the books of the Association. If any Subsequent Phase is not added as part of the Condo-

minium by Amendment, no portion of such Subsequent Phase (including, but not limited to, the Common Elements contained within such Subsequent Phase) shall become part of the Condominium.

G. Notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until the Amendment with respect to such Subsequent Phase is recorded amongst the Public Records of Broward County, Florida.

H. Developer agrees that it shall convey to the Association fee simple title in and to the Cypress Bend II Recreation Area subject to the following: (1) the terms and provisions of the Condominium Documents; (2) real estate taxes for the year of such conveyance; (3) applicable zoning ordinances; (4) such facts as an accurate survey would show; and (5) all easements, reservations and restrictions of record. Such conveyance shall be completed on the "Transfer Date" which shall be on or before sixty (60) days after completion of the improvements to be located on the Cypress Bend II Recreation Area. Developer reserves the right to convey portions of the Cypress Bend II Recreation Area to the Association from time to time as Developer, in its sole discretion, may determine.

X PURPOSE OF THE ASSOCIATION

A. The Association shall be the condominium association responsible for the operation of the Condominium and the Cypress Bend II Recreation Area. Each Apartment Owner shall be a member of the Association as provided in the Condominium Documents. Copies of the Articles and By-Laws of the Association are attached hereto as Exhibits K and L, respectively, and are hereby made a part hereof.

B. The Association shall be an "Association Member" of the Protective Corporation as described in The Articles of Incorporation of the Protective Corporation. The Protective Corporation has been organized for the purpose of administering the covenants and obligations relating to the "Recreation Land" and "Future Recreation Land" in Cypress Bend, the use of which is shared by all dwelling unit owners in Cypress Bend as set forth in the Declaration of Protective Covenants and Restrictions. All members of the Association acquire the benefits as to use of the Recreation Land and Future Recreation Land and the obligation to pay the expenses associated therewith ("Operating Expenses").

XI EASEMENTS

A. Easements Throughout the Condominium to Public Ways

Developer declares that the Association, Developer, all Apartment Owners, their family members, guests, licensees and invitees shall have the right to use and enjoy the driveways, roadways, walks and other rights-of-way comprising a portion of the Common Elements within all Phases of the Condominium, now or hereafter submitted to condominium ownership, for ingress, egress and pedestrian and vehicular traffic to and from all Phases, to and from public ways and dedicated streets; for the furnishing of any and all utility services; and for the purpose of providing access for governmental services. The Association is duly authorized to execute such instruments as may be required to effectuate or further establish the easements described in this Article XI. The easements described herein are intended to comply with Section 718.104(4)(m) of the Act.

B. Easements and Cross-Easements on Common Elements

Developer, for itself, its nominees and the Association, reserves the right to impose upon the Common Elements henceforth and from time to time such additional easements and cross-easements for ingress and egress, and for the installation, maintenance, construction and repair of facilities including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, regular and cable television transmission, security, garbage and waste removal and the like as it deems to be in the best interests of, and necessary and proper for, the Condominium.

C. Easements upon Cypress Bend II Recreation Area

Developer reserves the right for itself to grant such easements over, under, in and upon the Cypress Bend II Recreation Area in favor of Developer, the Association, its designees, and Apartment Owners and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities, cable television facilities, telecommunications, security service and facilities in connection therewith, and access to publicly dedicated streets, and the like. Prior to the Transfer Date, Developer (and, at Developer's request, the Association) shall execute, deliver and impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by Developer. After the Transfer Date, such easements and cross-easements for any of the foregoing purposes as Developer desires to grant shall be at such location as shall be agreed upon by the Developer and the Association, and the Association shall join in the execution of any such grants of easements.

D. Easement for Encroachments

All the Condominium Property, including, but not limited to, any portion of the Land which, together with the improvements thereon, is now or hereafter submitted to condominium ownership as a Subsequent Phase, and the Cypress Bend II Recreation Area shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

XII PROVISIONS FOR APPORTIONMENT OF TAX OR SPECIAL
ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE
CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Apartment and its appurtenant undivided interest in the Common Elements, as now provided by law (herein called the "New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included in the budget of the Association, or shall be separately levied and collected as a special Assessment by the Association against all of the Apartment Owners. Each Apartment Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Apartment Owner's percentage interest in the Common Elements. In

the event that any New Total Tax shall be levied, then the Assessment by the Association shall separately specify and identify the portion of such Assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in the Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of the New Total Tax had been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements.

B. All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by said Association and shall be included as a Common Expense in the budget of the Association.

XIII OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purpose. No Apartment may be rented more than two separate times during any calendar year. No children under the age of fifteen (15) shall be permitted to reside in any of the Apartments except for a period of time not to exceed sixty (60) days per calendar year.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment, the Common Elements or the Cypress Bend II Recreation Area, commit or permit to be committed any nuisance, immoral or illegal act in his Apartment, on the Common Elements or the Cypress Bend II Recreation Area, interfere with the rights, comfort or convenience of other Apartment Owners or the Association or annoy other Apartment Owners by unreasonable noises or otherwise.

C. An Apartment Owner shall not display any sign, advertisement or notice of any type on the Common Elements, in or upon his Apartment or upon the Cypress Bend II Recreation Area so as to be visible from the Common Elements, or any public way, and shall erect no exterior antennae or aerials upon any portion or part of his Apartment, the Common Elements or upon the Cypress Bend II Recreation Area.

D. All draperies, curtains, shades or other window or door coverings installed within an Apartment which are visible from the exterior of the Apartment or the Common Elements shall have a white backing unless otherwise approved in writing by the Board.

E. An Apartment Owner shall not keep any pet in his Apartment without the prior written permission of the Board, and in no event may an Apartment Owner keep any pet in his Apartment which weighs more than twenty (20) pounds at maturity. No clothesline or other similar device shall be allowed on any portion of the Condominium Property or the Cypress Bend II Recreation Area. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property and the Cypress Bend II Recreation Area.

F. Cypress Bend II Recreation Area: The Cypress Bend II Recreation Area shall be used solely in accordance with the Condominium Documents and as follows:

1. Recreation and Social Areas: Any portions of the Cypress Bend II Recreation Area shown on the Site Plan as "Recreation Building" and all land and improvements contiguous thereto shall be kept and maintained in a manner consistent with the improvements located thereon. The Recreation Building shall be utilized as a social center and meeting area, including the holding of meetings of the Board and "Members or "Class Members" of the Association (as such terms are defined in the Articles).

2. Pool Areas: The portions of the Cypress Bend II Recreation Area shown on the Site Plan as "Pool" and "Whirlpool" and the improvements located thereon shall be kept and maintained as a swimming pool, Whirlpool and patio area and shall be used in a manner consistent with such facilities.

3. Remaining Areas: All remaining portions of the Cypress Bend II Recreation Area shown on the Site Plan shall always be kept and maintained for recreational uses or beautification and attendant uses and shall be used for such purposes and not for residential, commercial or industrial construction of any kind.

4. Private Use: The Cypress Bend II Recreation Area is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Developer, the Association, Apartment Owners, Sharing Owners, if any (in accordance with subparagraphs C.4(a) and (b) of Article V hereof), and their family members, guests, invitees and lessees in accordance with the Condominium Documents. Developer hereby expressly reserves the right to use the Cypress Bend II Recreation Area for operational, administrative and miscellaneous meetings and conferences of Developer and related entities (the foregoing types of meetings being by way of example and not by way of limitation) and also for use in connection with the sale and marketing by Developer of residential dwelling units in Cypress Bend including, but not limited to, the holding of sales and marketing meetings, sales promotions and related activities, which use rights shall continue for so long as Developer is offering residential dwelling units for sale in Cypress Bend.

G. The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium and the use and enjoyment of the Cypress Bend II Recreation Area as it determines to be in the best interests of the Condominium and the Apartment Owners including, but not limited to, rules and regulations restricting children from using the recreational facilities located upon the Cypress Bend II Recreation Area unless accompanied by an adult provided same are consistent with the use covenants set forth in the Condominium Documents. The Board may modify, alter, amend or rescind such rules and regulations provided such modifications, alterations and amendments are consistent with the use covenants set forth in the Condominium Documents.

XIV PARKING SPACES

A. Assignment of Parking Spaces

1. Developer shall assign the use of a particular Parking Space at the time the Apartment is originally acquired from Developer. The original

assignment by Developer to an Apartment Owner of the use of a Parking Space shall be by a written "Assignment of Use of Parking Space" (the "Assignment") in which the particular Parking Space is described. The Assignment will be delivered at the time of delivery of the deed to the Apartment. The Association shall maintain a book (the "Book") for the purpose of recording the current assignee of each Parking Space. Upon assignment of a Parking Space by Developer, the Developer shall cause the Association to record such Assignment in the Book, and the Apartment Owner to which such use of such Parking Space is assigned shall have the exclusive right to the use thereof. The use of such Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of or passing of title to the Apartment to which the use of such Parking Space is appurtenant, the Apartment Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Apartment a new Assignment and record such transfer in the Book. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Parking Space and the name of the transferee and the transferee's Apartment number.

2. In the event the use of any Parking Spaces has not been assigned to an Apartment, Parking Spaces may be assigned, used or leased by the Board on such terms and conditions as the Board may from time to time determine, subject to the terms and conditions of this Declaration, provided that a portion of such Parking Spaces shall always remain available for guest parking.

B. Restrictions on Separate Transfer of Parking Spaces

1. The use of an Apartment Parking Space may be transferred by an Apartment Owner to another Apartment Owner provided that the transferor shall execute a written Assignment which shall describe the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment number, and furnish a true copy of the same to the Association, which shall record such Assignment in the Book, provided, further, that no Parking Space which is encumbered by a mortgage held by an "Approved Mortgagee" (as that term is hereinafter defined) shall be transferred without the written consent and authorization of such Approved Mortgagee.

2. Notwithstanding any provisions contained herein to the contrary, there shall always be at least one (1) Parking Space appurtenant to each Apartment and no transfer shall be made which shall result in an Apartment not having the use of a Parking Space as an appurtenance thereto.

C. Restrictions on Use of Parking Spaces

No trucks, boats, trailers or campers may be parked at any time on the Condominium Property or the Cypress Bend II Recreation Area except as provided under the Rules and Regulations of the Association or as the Association may otherwise provide. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the Rules and Regulations of the Association, with costs to be borne by the owner or violator.

XV SALES, LEASES, MORTGAGES AND CONVEYANCES

In order to assure a community of congenial and responsible Apartment Owners and to protect the value of the Apartments, the sale, leasing, mortgaging and other conveying of Apartments shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein contained, or until this Article is amended in the manner herein provided:

A. Sale or Lease

No Apartment Owner may convey, transfer or dispose of his Apartment or any interest therein by sale, lease or otherwise (except to the spouse or parents of such Apartment Owner) without approval of the Association, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Apartment Owner intends to make a sale or lease of his Apartment or any interest therein, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease, and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of the Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. After receipt of the Notice and within the time periods hereinafter set forth, the Association shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution Notice") the name and address of another purchaser or lessee approved by the Association to accept the Offering (the "Substituted Purchaser" or "Substituted Lessee", respectively).

(a) The Approval shall be in writing in recordable form signed by any two (2) officers of the Association (hereinafter referred to in this Declaration as the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser or lessee named in the Offering. Failure of the Association to grant Approval or to furnish a Substituted Purchaser within thirty (30) days after receipt of the Notice or a Substituted Lessee within fifteen (15) days after receipt of the Notice, shall constitute approval of the Offering, and the Association shall prepare and deliver the Certificate of Approval to the Offeror and the purchaser or lessee of the Offeror named in the Offering.

(b) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Substituted Lessee, as the case may be; provided, however, that the Substituted Purchaser shall have not less than thirty (30) days from the date of receipt of the Substitution Notice to consummate the sale of the Offeror's Apartment or, in the case of a lease, the Substituted Lessee shall have not less than fifteen (15) days from the date of receipt of the Substitution Notice to consummate the lease of the Offeror's Apartment. The Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Substituted Lessee upon terms no less favorable to the Offeror than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association

and the Substituted Purchaser or Substituted Lessee. Upon closing with the Substituted Purchaser or Substituted Lessee, the Association shall deliver its Certificate of Approval to the Offeror and the Substituted Purchaser or Substituted Lessee.

B. Mortgages

No Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Association, except to (i) a life insurance company doing business in the State of Florida which is approved by the Commissioner of Insurance of the State of Florida, or (ii) a Federal or State Savings and Loan Association or commercial bank doing business in the State of Florida, or (iii) a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida, (iv) the spouse or parents of such Apartment Owner, or (v) Developer. Hereinafter, such above-described mortgagees shall be included in the term "Approved Mortgagee". Each of the entities described in (i), (ii) and (iii) immediately above shall be more specifically referred to as an "Approved Institutional Mortgagee". For purposes of Paragraph D of this Article XV, the term "Approved Mortgagee" shall be expanded to include a real estate investment trust doing business in the State of Florida or another Approved Institutional Mortgagee which has loaned money to Developer in order to enable Developer to construct improvements upon the Condominium Property and which has become an owner of an Apartment or Apartments as a result of such loan or loans. Where a mortgage given by one of the above-described Approved Institutional Mortgagees fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purposes of this Declaration and the Exhibits annexed, be deemed to be a first mortgage. Notwithstanding the foregoing, as part of the sale of an Apartment, the former Apartment Owner may take back a purchase money mortgage, and such purchase money mortgage shall be an Approved Mortgagee except as otherwise specifically provided herein. Except as otherwise set forth herein, the term "Approved Mortgagee", as used herein, means any mortgagee approved by the Association. The approval or disapproval of any other mortgagee is within the sole discretion of the Board.

C. Acquisition by Gift, Devise or Inheritance

1. Any person who has obtained an Apartment by gift, devise, inheritance, or by any other method not heretofore considered (except for the spouse or parents of the immediately previous Apartment Owner of such Apartment) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Apartment as may be reasonably required by the Association and a certified copy of the instrument by which such Apartment was obtained. If such notice is not given to the Association, then at any time after receiving knowledge thereof, the Association shall proceed in accordance with the following subparagraph 2. as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association shall have the right either to approve or disapprove of such transfer of title. Approval of the Association shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Association fails to take any action pursuant to this subparagraph within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Association shall deliver the Certificate of Approval to the person who has obtained such title. In the event the Association disapproves such transfer of title, the Association shall

advise in writing, within such thirty (30) day period, the person who has obtained such title of the name or names of a purchaser or purchasers who will purchase the respective Apartment at its fair market value. The fair market value of the Apartment will be determined by any one of the following methods: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; (b) by mutual agreement of the purchaser and the person holding title; or (c) by one M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously with notification to the person holding title that the Association has a purchaser for the respective Apartment, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Apartment in accordance with the terms of this Declaration.

3. In the event the purchaser furnished by the Association pursuant to the subparagraph immediately preceding shall default in his obligation to purchase such Apartment, the Association shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver the Certificate of Approval.

D. Rights of Approved Mortgagee in Event of Foreclosure

Upon becoming the owner of an Apartment through foreclosure or by deed in lieu of foreclosure, an Approved Mortgagee, or whomsoever shall acquire title to an Apartment as the result of a foreclosure sale by an Approved Mortgagee (except the spouse or parents of an Apartment Owner as to such foreclosed Apartment), shall not require the approval of the Association as to its ownership of such Apartment and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Apartment, including the fee ownership thereof, without prior offer to or approval by the Board, and the provisions of Paragraphs A, B and C of this Article XV shall not apply to such persons. It is the intent hereof to provide that an Approved Mortgagee, upon becoming the owner of an Apartment under the conditions set forth in the preceding sentence, is not required to have its ownership in an Apartment approved by the Association and that it is also free from the other restrictions of Paragraphs A, B and C of this Article XV. For purposes of this Paragraph D only, the term "Approved Mortgagee" shall include a mortgagee who has loaned money to Developer in order to enable Developer to construct improvements upon the Land and who has become an Apartment Owner as a result of such loan or loans, but shall not include a mortgagee who is an Approved Mortgagee solely because of having taken back a mortgage as a portion of the purchase price upon the sale of an Apartment as described in Paragraph B of this Article XV.

XVI PROVISIONS RELATING TO MAINTENANCE, REPAIRS AND ALTERATIONS

A. By Apartment Owners

1. Each Apartment Owner shall maintain in good condition, repair and replace at his expense all portions of his Apartment, all interior surfaces within or surrounding his Apartment such as the surfaces of the walls, ceilings and floors (it being specifically understood that the exterior portion of the Apartment is a Common Element) and the fixtures therein including the air conditioning equipment. Each Apartment Owner shall pay for any utilities

which are separately metered to his Apartment. Each Apartment Owner must perform promptly all maintenance and repair work within his Apartment, as aforesaid, which if not performed would affect the Condominium Property or an Apartment belonging to another Apartment Owner. Each Apartment Owner shall be expressly liable for any damages which arise due to his failure to perform the above-described maintenance, repair or replacement. Each Apartment shall be maintained and repaired in accordance with the final building plans and specifications utilized by the Developer, copies of which shall be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

2. No Apartment Owner shall make any alteration in or on any portion of the Buildings, the Common Elements or the Cypress Bend II Recreation Area which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Buildings, the Common Elements or the Cypress Bend II Recreation Area or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Buildings without obtaining the prior written consent of the Board.

3. No Apartment Owner shall paint, refurbish, alter, decorate, repair, replace or change the Common Elements, the Cypress Bend II Recreation Area or any outside or exterior portion of the Buildings maintained by the Association, including porches, doors, windows, etc., or install any exterior lighting fixtures, mail boxes, screening or screen doors, awnings, hardware, or similar items which are not consistent with the general architecture of the Buildings maintained by the Association without first obtaining specific written approval of the Board, which approval the Board may withhold in its sole and absolute discretion. The Board shall not give such approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of the Buildings maintained by the Association and unless such items substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Board approval is requested.

4. Each Apartment Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association has the responsibility of maintenance and repair.

5. Each Apartment Owner shall have repairs to any plumbing or electrical wiring within his Apartment and servicing only his Apartment made by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of an authorized plumber or electrician shall not be applicable to an Approved Institutional Mortgagee or to the Developer. Plumbing and electrical repairs within an Apartment shall be paid for and shall be the financial obligation of the Apartment Owner.

6. Each Apartment Owner shall permit any officer of the Association or any agent of the Board to have access to his Apartment from time to time during reasonable hours as may be necessary for making emergency repairs therein which are necessary to prevent damage to the Common Elements, the Cypress Bend II Recreation Area or to another Apartment or Apartments.

B. By the Association

The Association shall maintain, repair and replace as necessary all of the Common Elements, the Cypress Bend II Recreation Area and all exterior surfaces of the Condominium Property, including exterior surfaces of the Apartments, shall maintain and repair all landscaping upon the Condominium

Property and the Cypress Bend II Recreation Area and shall maintain, repair and replace all piping, wiring, ducts, conduits, appliances and other facilities located within an Apartment servicing more than one Apartment.

C. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements and, after the Transfer Date, of the Cypress Bend II Recreation Area which are approved by the Board and which do not prejudice the right of any Apartment Owner or any Approved Mortgagee; provided, however, if the cost of the same shall exceed One Thousand (\$1,000.00) Dollars, the affirmative vote of two-thirds (2/3) of the Apartment Owners shall be required in addition to such Board approval, and the cost of such alterations and improvements shall be assessed against the Apartment Owners in the manner provided in the By-Laws.

XVII PROVISIONS FOR COMMON EXPENSES,
RECREATION AREA EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association, by its Board, shall prepare and adopt an annual budget for the operation and management of the Association and this Condominium (the "Budget") in accordance with the Condominium Documents. The Common Expenses shall be estimated in the Budget and shall be allocated to each Apartment Owner based upon each Apartment Owner's share of Common Expenses which allocated sum, together with the "Individual Apartment Assessment" for Recreation Area Expenses set forth in Paragraph B of this Article XVII, shall be assessed as the "Annual Assessment". However, the cost of maintenance, repair, replacement or modification of Limited Common Elements shall be assessed against the Apartment Owners having the use thereof unless the Board, in its sole discretion, shall determine that such cost should more properly be assessed against all Apartment Owners; provided, however, the Board shall exercise this discretion in a fair, consistent and reasonable manner. Notwithstanding the above stated method of allocation, the Apartment Owners shall be obligated to pay in addition to the Annual Assessment, such special Assessments ("Special Assessment") as shall be levied by the Board against their Apartment or Apartments either as a result of (a) extraordinary items of expense; (b) the failure or refusal of other Apartment Owners in the Condominium to pay their Annual Assessment; or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Recreation Area Expenses

1. The Association, by its Board, shall prepare and adopt, as part of the Budget, a schedule of estimated expenses ("Recreation Area Expenses") for the operation and administration of the Cypress Bend II Recreation Area. The total anticipated Recreation Area Expenses, which shall include, but not be limited to, expenses for taxes, utility charges, liability insurance, maintenance, repair and replacement with respect to the Cypress Bend II Recreation Area and the improvements located thereon, shall be allocated equally amongst the "Apartments Subject to Assessment" (as that term is hereinafter defined) and the quotient thus arrived at (adjusted quarterly as hereinafter set forth) shall constitute and be called the "Individual Apartment Assessment". The Board shall adjust the Individual Apartment Assessment on a quarterly basis by dividing the total anticipated Recreation Area Expenses for the remaining quarters of the calendar year (as determined

by the budget for such expenses) by the number of Apartments Subject to Assessment as of thirty (30) days prior to the end of such calendar quarter, the quotient being the installment of the Individual Apartment Assessment for the next quarter. An Apartment Subject to Assessment which comes into existence during a quarter for which the Individual Apartment Assessment has already been assessed shall be deemed assessed the amount of such Individual Apartment Assessment prorated from the day the Apartment Subject to Assessment came into existence. The Individual Apartment Assessment may also be adjusted quarterly in the instance where the Board determines that the revenue from the estimated Recreation Area Expenses is insufficient to meet the actual Recreation Area Expenses being incurred, in which event the anticipated Recreation Area Expenses for the remaining quarters may be increased accordingly in calculating the Individual Apartment Assessment.

2. Apartments Subject to Assessment: The phrase "Apartments Subject to Assessment" shall mean all Apartments in each and every Phase which has been submitted to condominium ownership as part of the Condominium and all dwelling units owned by Sharing Owners, if any; provided, however, that Sharing Owners shall only be allocated a share of Recreation Area Expenses applicable to the portion of the Cypress Bend II Recreation Area to which such Sharing Owners have use rights.

3. Notwithstanding anything contained herein to the contrary, Assessments for Recreation Area Expenses shall commence at such time as the recreational facilities to which such Recreation Area Expenses are applicable are available for use by Apartment Owners and Sharing Owners, if any.

C. Assessments

Assessments shall be made and determined as provided herein and in the other Condominium Documents. Annual Assessments shall be payable in quarterly installments or in such other installments as the Board may determine and shall notice to Apartment Owners in writing (the "Assessment Payment Method").

1. The record owners of each Apartment shall be personally liable, jointly and severally, to the Association for the payment of Annual Assessments and any Special Assessments levied by the Association and for all costs of collecting delinquent Assessments, plus interest and reasonable attorneys' fees as hereinafter provided. In the event of default in the payment of an installment under the Assessment Payment Method used by the Board or a default in payment of a Special Assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof to the Apartment Owner in default, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any Special Assessment, installment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after their respective due dates, the Association, through the Board, may proceed to enforce and collect the said Assessments against the Apartment Owner owing the same in any manner provided for by the Act, including foreclosure and sale of the Apartment.

2. The Association may at any time require Apartment Owners to maintain a minimum balance on deposit with the Association to cover future Assessments.

3. In connection with Assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid Assessment

and interest thereon owed by the Apartment Owner of such Apartment, together with reasonable attorneys' fees incurred by the Association prior to any litigation and at all trial and appellate levels which are incident to the collection of such Assessments or the enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest per annum rate permitted by law.

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to this Condominium, and further, in the event an Approved Institutional Mortgagee acquires title to an Apartment by a deed in lieu of foreclosure, such Approved Institutional Mortgagee, its successors and assigns, shall not be liable for accrued Assessments for Common Expenses or Recreation Area Expenses which became due prior to such acquisition of title, unless such accrued Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Apartment, effective with the passage of title to such mortgagee.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded amongst the Public Records of Broward County, Florida.

6. It is specifically acknowledged that the assessment charges for Common Expenses and Recreation Area Expenses set forth on Exhibit M attached hereto and made a part hereof (the "Guaranteed Assessments") are in effect for the period (the "Guarantee Period") commencing with the date of the recording of this Declaration and ending either (1) December 31, 1981 or (2) on the date first noticed for the "Majority Election Meeting" (as set forth in Article IX of the Articles), whichever is the first to occur. The Guaranteed Assessments are based upon the 1980 budget for Common Expenses and Recreation Area Expenses applicable to the Condominium and the Cypress Bend II Recreation Area. The Developer guarantees that notwithstanding any increases in items of expense for the periods included within the Guarantee Period which would otherwise be assessed against Apartments in the Condominium the Developer will pay the difference, if any, between the actual Common Expenses and Recreation Area Expenses incurred and the sums assessed as Guaranteed Assessments. Notwithstanding the foregoing, this guarantee shall not apply to any increase in items of expense which is the result of a Special Assessment or the establishment of reserves for deferred maintenance or for repair or replacement of any portion of the Condominium Property or the Cypress Bend II Recreation Area. There is a separate Guaranteed Assessment for 1980 and 1981 as shown on Exhibit M. This guarantee is made in accordance with Section 718.116(8)(b) of the Act and during the Guarantee Period the Developer will not be required to pay any Assessments on Apartments it owns. Upon the expiration of the Guarantee Period, every Apartment, including those owned by the Developer, if any, and each Sharing Owner, if any (as to applicable Recreation Area Expenses) will be assessed for Common Expenses and Recreation Area Expenses as provided by the Condominium Documents.

7. The Declaration of Protective Covenants and Restrictions provides that the Operating Expenses assessed against an Apartment Owner will not exceed Forty-Five (\$45.00) Dollars per quarter until such time as one thousand (1,000) dwelling units in Cypress Bend have been constructed and completed. Upon the completion of one thousand (1,000) dwelling units in Cypress Bend, each Apartment Owner will be assessed for Operating Expenses in accordance with the Declaration of Protective Covenants and Restrictions.

XVIII LIABILITY INSURANCE PROVISIONS

The Board shall obtain liability insurance with such coverage and in such amounts as it may determine from time to time in order to provide liability insurance coverage for the Common Elements and the Cypress Bend II Recreation Area. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Apartment Owner as a part of the Common Expenses and the Recreation Area Expenses, respectively. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner. Each Apartment Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Apartment and, if the Apartment Owner so determines, for supplementing any insurance purchased by the Association covering the Common Elements and the Cypress Bend II Recreation Area.

XIX PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

A. Each Apartment Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property and the Cypress Bend II Recreation Area including Fire and Extended Coverage, Vandalism, Malicious Mischief and, if available, flood insurance sponsored by the Federal Government, all of which shall insure all of the insurable improvements on or within the Condominium Property and the Cypress Bend II Recreation Area, including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and their Approved Mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board, in an amount equal to the maximum insurable replacement value as determined annually by the Board. The Association may, to the extent possible and not inconsistent with the foregoing, obtain one policy to insure all of the insurable improvements within the Condominium and the Cypress Bend II Recreation Area operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses or the Recreation Area Expenses, as may be applicable. The company (or companies) with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible and authorized to do business in the State of Florida. The "Lead Approved Institutional Mortgagee", as that term is hereinafter defined, shall have the right to approve the policies and the company or companies who are the insurers under the insurance placed by the Association as herein provided and the amount thereof. The Association shall have the right to designate a trustee (the "Insurance Trustee") and thereafter, from time to time, shall have the right to change the Insurance Trustee to a trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation, provided such Insurance Trustee shall be acceptable to the Lead Approved Institutional Mortgagee. The term "Lead Approved Institutional Mortgagee" shall mean the Approved Institutional Mortgagee holding the first recorded mortgage encumbering an Apartment, and at such time as the aforesaid Approved Institutional Mortgagee is not the holder of a mortgage on an Apartment, then the Approved Institutional Mortgagee having the highest total dollar indebtedness on all Apartments in the Condominium shall be the Lead Approved Institutional Mortgagee. In the absence of the action of said mortgagee, the Association shall have said right without qualification.

B. All such policies shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.

C. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Apartment Owners and/or their respective mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Apartment Owners and Approved Mortgagees under the following terms:

1. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Apartments alone, without any loss to any improvements within the Common Elements or the Cypress Bend II Recreation Area, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Apartment Owners of the Apartments damaged and their respective Approved Mortgagees, if any, as their interests may appear and it shall be the duty of these Apartment Owners to use such proceeds to effect necessary repairs to their own Apartments. The Insurance Trustee may rely upon the written statement of the Association as to whether or not there has been a loss to the Apartments alone, the Common Elements or the Cypress Bend II Recreation Area, or some of them.

2. In the event that a loss of Five Thousand (\$5,000.00) Dollars or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Board, occurs to improvements within one or more Apartments and to improvements within Common Elements and/or the Cypress Bend II Recreation Area contiguous thereto, to improvements within the Common Elements and the Cypress Bend II Recreation Area or to improvements within the Common Elements or the Cypress Bend II Recreation Area alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will promptly cause the necessary repairs to be made to the improvements within the Common Elements, the Cypress Bend II Recreation Area and/or within the damaged Apartments, as the case may be. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements and the Cypress Bend II Recreation Area, but insufficient to repair all of the damage within the Apartments, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the Cypress Bend II Recreation Area and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within the Apartments, which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained to improvements within said Apartments as estimated by the insurance company whose policy covers such damages. Any deficiency between the Balance apportioned to a damaged Apartment and the cost of repair of such damaged Apartment shall be paid by a Special Assessment payment to the Association by the Apartment Owner of such damaged Apartment.

3. In the event the Insurance Trustee receives proceeds in excess of Five Thousand (\$5,000.00) Dollars as a result of damages to the improvements within the Common Elements and/or the Cypress Bend II Recreation Area, or Apartments and Common Elements and/or the Cypress Bend II Recreation Area that are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damage together with any and all other funds paid, as hereinafter provided in part (c) of this subparagraph 3, and shall distribute such funds as follows:

- (a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage for the purpose of determining whether insurance proceeds are sufficient to pay for the same.
- (b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in part (c) of this subparagraph 3, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of Mechanics' Liens to the Insurance Trustee and execute affidavits required by law, the Association, any Approved Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or other reasonable terms under the circumstances and said contractor shall post a performance and payment bond. The Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
- (c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments contiguous to such damaged Common Elements, or within the Cypress Bend II Recreation Area and Apartments and Common Elements contiguous to the Cypress Bend II Recreation Area, the Board shall hold a special meeting to determine a Special Assessment against all of the Apartment Owners to obtain any necessary funds to repair and to restore such damaged improvements. Such Assessment need not be uniform as to all Apart-

ments and shall take into account that damage may have occurred in but one of the Buildings. Such Assessment may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Assessment against the respective Apartments setting forth the date or dates of payment of the same, and any and all funds received from the Apartment Owners pursuant to such Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property (and the Cypress Bend II Recreation Area, if applicable) and the insurance proceeds exceeds the sum of Twenty-Five Thousand (\$25,000.00) Dollars and three-fourths (3/4) of the Apartment Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article VI of this Declaration and shall promptly pay each share of such proceeds to the Apartment Owners and Approved Mortgagees of record as their interests may appear (an "Insurance Proceeds Distribution"). In making such distribution to the Apartment Owners and the Approved Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective Approved Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property (and the Cypress Bend II Recreation Area, if applicable), and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement, and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Apartment Owners in proportion with their contributions by way of Special Assessment.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or

Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

6. Any repair, rebuilding, or reconstruction of damaged Condominium Property and/or the Cypress Bend II Recreation Area shall be substantially in accordance with the architectural plans and specifications for (i) the originally constructed Condominium Property, (ii) reconstructed Condominium Property or Cypress Bend II Recreation Area, as the case may be, or (iii) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of the previously constructed Condominium Property or Cypress Bend II Recreation Area, as the case may be, shall require the approval of the Lead Approved Institutional Mortgagee.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss occurs to improvements within Apartments alone, Common Elements alone, the Cypress Bend II Recreation Area alone, or to any combination thereof.

XX PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

A. The space within any of the Apartments and Common Elements shall not be further subdivided, and any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the Apartment, shall be deemed to describe the entire Apartment owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

B. The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

XXI PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Condominium Documents or of the Act shall not be affected.

XXII PROVISIONS RELATING TO INTERPRETATION

A. Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference and in no way do such titles define, limit or in any way affect this Declaration or the meaning or the contents of any material contained herein.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular, and the singular shall include the plural.

C. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

D. In the event any Court should hereafter determine any provision as originally drafted herein in violation of the rule of law known as the "rule against perpetuities" or any other rule of law because of the duration of the

period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the incorporators of the Association.

XXIII PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as such Condominium Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Apartment Owner or any Approved Mortgagee holding a mortgage encumbering any Apartment to either sue for injunctive relief, for damages, or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar the subsequent enforcement of such provisions. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees at all trial and appellate levels as may be awarded by the Court.

XXIV PROVISIONS FOR ALTERATIONS OF APARTMENTS BY DEVELOPER

A. Developer reserves the right to alter the interior design and arrangement of all Apartments and to alter the boundaries between the Apartments so long as Developer owns the Apartments so altered (which alterations in Developer's Apartments are hereinafter referred to as the "Alterations").

B. Any Alteration which increases or decreases the number of Apartments or alters the boundaries of the Common Elements (other than the interior of walls abutting Apartments owned by Developer) shall require an amendment of this Declaration in the manner herein provided in Paragraph B of Article XXV, which amendment shall, if appropriate, adjust the shares of the Common Elements, Common Expenses and Common Surplus. In the event that such amendment does not adjust the shares of the Common Elements, Common Expenses or Common Surplus, such amendment need be signed and acknowledged only by the Developer and need not be approved by the Association, Apartment Owners, or lienors or mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration.

XXV PROVISIONS FOR AMENDMENTS TO DECLARATION

A. Except as to the Amendment under Article IX hereof, the amendment described in Article XXIV hereof and the matters described in Paragraphs B, C, D, E and F of this Article XXV, this Declaration may be amended at any regular or special meeting of the Apartment Owners called and held in accordance with the By-Laws by the affirmative vote of not less than two-thirds (2/3) of the Apartment Owners, provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to the Developer and to all Approved Mortgagees (the "Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward

County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Approved Mortgagees.

B. Except as to an Amendment to Add a Phase described in Article IX hereof, no amendment of the Declaration shall change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to such Apartment, change the proportion or percentage by which each Apartment Owner shares the Common Expenses and owns the Common Surplus and Common Elements, or change the Apartment's voting rights in the Association, unless all of the record owners of such Apartment and all record owners of liens on the Apartment join in the execution of the amendment. The said amendment shall be voted on at a special meeting of the affected Apartment Owner or Apartment Owners and shall be evidenced by a certificate joined in and executed by such Apartment Owner or Apartment Owners and all Approved Mortgagees holding mortgages thereon and recorded in the same manner as provided in Paragraph A of this Article XXV.

C. Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration or other documentation required by law to establish this Condominium, the Association, through its Board, may call for a special meeting of the Apartment Owners to consider amending the Declaration or other documents in accordance with Section 718.304 of the Act. Upon the affirmative vote of one-third (1/3) of the Apartment Owners, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Approved Mortgagees.

D. Prior to the Majority Election Meeting, the Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Apartment Owners or the Board, provided that such amendment does not materially and adversely affect an Apartment Owner's property rights. This amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to each Apartment Owner, the Association and all Approved Mortgagees as soon after recording thereof amongst the Public Records of Broward County, Florida as is practicable.

E. The Articles and By-Laws shall be amended as provided in such documents.

F. No amendment shall be adopted which shall impair or prejudice the rights or priorities of the Developer, the Association or any Approved Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of the Developer, the Association, or any Approved Institutional Mortgagee affected thereby.

XXVI PROVISIONS SETTING FORTH THE RIGHT OF DEVELOPER
TO TRANSACT BUSINESS AND TO SELL OR LEASE APARTMENTS
OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN
ARTICLE XV

A. The provisions, restrictions, terms and conditions of Article XV hereof shall not apply to Developer as an Apartment Owner, and in the event and so long as Developer shall own any Apartment, whether by reacquisition

or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Apartment upon any terms and conditions as it shall deem to be in its own best interests including, without limitation, the right to lease Apartments for such term as Developer, in its sole discretion, may determine.

B. Developer reserves and shall have the right to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Apartments in the Condominium or dwelling units being offered for sale by Developer or affiliated companies of Developer in other developments, including the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements and the Cypress Bend II Recreation Area, and show Apartments and including the right to carry on construction activities of all types necessary to construct any Subsequent Phase of the Condominium pursuant to the Plan. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements and shall remain the property of the Developer. This Article XXVI may not be suspended, superseded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth herein and the provisions of Paragraph A of this Article may be assigned in writing by the Developer in whole or in part.

XXVII PROVISIONS RELATING TO ASSOCIATION ACQUIRING INTERESTS AND ENTERING INTO AGREEMENTS AND COVENANTS

The Association shall have all of the powers of a condominium association under the Act and, pursuant thereto, the Association is authorized to enter into agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses or Recreation Area Expenses, whichever may be applicable.

XXVIII PROVISIONS RELATING TO TERMINATION

A. In order to preserve the plan of development of Cypress Bend as a whole, the preservation of which is acknowledged as being for the benefit of the Condominium Property, the Cypress Bend II Recreation Area and in the best interest of the Association, the Apartment Owners and their grantees, successors and assigns, it is hereby covenanted and agreed that no amendment of the Plan or termination of this Declaration shall be made for a period of twenty-five (25) years from the date of this Declaration, or if made within such period, shall not be effective if in the judgment of Developer, the Association or any Approved Institutional Mortgagee such amendment alters or in any way affects such Plan, without the prior written consent to such amendment or termination by Developer, the Association and all Approved Institutional Mortgagees.

B. In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, the Developer declares, and all Apartment Owners by taking title to an Apartment covenant and agree, that the documents providing for such termination shall require (i) that any improvements upon what now comprises the Condominium Property shall be for resi-

dential use only and shall contain residential dwelling units of a number not in excess of the number of Apartments in the Condominium; and (ii) that any improvements upon what now comprises the Cypress Bend II Recreation Area shall be for recreational use only; and (iii) that the Apartment Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph D of this Article XXVIII) shall remain obligated to pay their entire Annual Assessment, a portion of which will continue to be allocated to the Condominium Property in the manner provided in the Condominium Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Declaration, including a lien on the Land, including the portion now designated as Apartments under the Condominium Documents.

C. Subject to the foregoing restrictions, this Declaration may be terminated by the affirmative written consent of eighty (80%) percent of the Apartment Owners and the written consent of all Approved Mortgagees encumbering Apartments in the Condominium; provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose.

D. In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Apartment Owners, pro rata in accordance with the percentage each Apartment Owner shares in the Common Elements, as provided in this Declaration; provided, however, each Apartment Owner shall continue to be responsible and liable for his share of Operating Expenses as provided in the Declaration of Protective Covenants and Restrictions and his Annual Assessment in accordance with the provisions of the Condominium Documents, and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and Cypress Bend II Recreation Area and shall encumber the respective undivided shares of the Apartment Owners in the Condominium Property as tenants in common.

IN WITNESS WHEREOF, Oriole Homes Corp., a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Assistant Secretary this 6TH day of OCTOBER, 1980.

WITNESSES:

Magda Catala
Maria Jean Gannotti

ORIOLE HOMES CORP.

By: *R D Levy*
President
Attest: *Mary E. Chapman*
Assistant Secretary

(SEAL)

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and MARY E. CHAPMAN, President and Assistant Secretary, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and 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 in the County and State last aforesaid this 6TH day of OCTOBER, 1980.

Mario Jose Yarnotta
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 28 1983
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

Legal Description of the Land

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

BEGIN at the Southeast corner of said plat; thence North 76° 40' 50" West along the southerly boundary of said plat, 874.69 feet; thence along said line North 88° 08' 20" West, 323.25 feet; thence North 00° 13' 42" West, 39.26 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 23° 24' 30" East); thence easterly along the arc of said curve, being concave to the North, having a radius of 162.00 feet, a delta of 42° 21' 48", an arc distance of 119.78 feet to a point of compound curvature; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 60.00 feet, a delta of 74° 59' 02", an arc distance of 73.52 feet to a point of compound curvature; thence northerly along the arc of said curve, being concave to the West, having a radius of 300.00 feet, a delta of 15° 41' 54", an arc distance of 82.19 feet; thence tangent to said curve North 19° 38' 13" West, 39.43 feet; thence northerly along the arc of a tangent curve, being concave to the East, having a radius of 77.09 feet, a delta of 41° 13' 56", an arc distance of 55.46 feet; thence tangent to said curve North 21° 35' 43" East, 62.95 feet; thence northerly along the arc of a tangent curve, being concave to the West, having a radius of 151.00 feet, a delta of 46° 33' 29", an arc distance of 122.70 feet to a point of reverse curvature; thence northerly along the arc of said curve, being concave to the East, having a radius of 179.00 feet, a delta of 40° 08' 38", an arc distance of 125.42 feet to a point of compound curvature;

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thence northeasterly along the arc of said curve, being concave to the Southeast, having a radius of 340.00 feet, a delta of $23^{\circ} 39' 46''$, an arc distance of 140.42 feet to a point of reverse curvature; thence northerly and westerly along the arc of said curve, being concave to the Southwest, having a radius of 51.00 feet, a delta of $135^{\circ} 37' 37''$, an arc distance of 120.72 feet to a point of compound curvature; thence westerly along the arc of said curve, being concave to the South, having a radius of 360.60 feet, a delta of $17^{\circ} 54' 31''$, an arc distance of 112.71 feet to a point of compound curvature; thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 36.82 feet, a delta of $33^{\circ} 19' 59''$, an arc distance of 50.51 feet; thence North $86^{\circ} 53' 45''$ West, 71.61 feet; thence North $00^{\circ} 07' 09''$ East, 27.38 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South $25^{\circ} 08' 14''$ East) said point also being on the southerly boundary of that right-of-way described in Official Records Book 5314, Page 764, of the Public Records of Broward County, Florida; thence northeasterly along the arc of said curve, being concave to the Southeast, having a radius of 647.25 feet, a delta of $11^{\circ} 43' 51''$, an arc distance of 133.46 feet to a point of compound curvature; thence southeasterly along the arc of said curve, being concave to the Southwest, having a radius of 321.06 feet, a delta of $48^{\circ} 34' 38''$, an arc distance of 272.21 feet to a point of compound curvature; thence southeasterly along the arc of said curve, being concave to the Southwest, having a radius of 340.00 feet, a delta of $34^{\circ} 49' 25''$, an arc distance of 206.65 feet to a point of reverse curvature; thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 325.00 feet, a delta of $56^{\circ} 45' 31''$, an arc distance of 320.03 feet; thence tangent to said curve South $76^{\circ} 40' 50''$ East, 289.92 feet; thence northeasterly

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along the arc of a tangent curve, being concave to the Northwest having a radius of 160.00 feet, a delta of $90^{\circ} 01' 17''$, an arc distance of 251.39 feet to a point of cusp (the last five (5) courses described being coincident with the southerly boundaries of Parcel "R-1" as shown on said plat); thence South $13^{\circ} 17' 53''$ West along the easterly boundary of said plat, 520.00 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 12.532 acres more or less.

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EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

Legal Description of Phase 1 Land

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence North $76^{\circ} 40' 50''$ West along the southerly boundary of said plat, 874.69 feet; thence continue along said southerly boundary North $88^{\circ} 08' 20''$ West, 323.25 feet; thence North $00^{\circ} 13' 42''$ West, 39.26 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North $23^{\circ} 24' 30''$ East); thence easterly along the arc of said curve, being concave to the North, having a radius of 162.00 feet, a delta of $42^{\circ} 21' 48''$, an arc distance of 119.78 feet to a point of compound curvature; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 60.00 feet, a delta of $74^{\circ} 59' 02''$, an arc distance of 78.52 feet to a point of compound curvature; thence northerly along the arc of said curve, being concave to the West, having a radius of 300.00 feet, a delta of $15^{\circ} 41' 54''$, an arc distance of 82.19 feet; thence tangent to said curve North $19^{\circ} 38' 13''$ West, 39.43 feet; thence northerly along the arc of a tangent curve, being concave to the East, having a radius of 77.09 feet, a delta of $41^{\circ} 13' 56''$, an arc distance of 55.46 feet; thence tangent to said curve North $21^{\circ} 35' 43''$ East, 62.95 feet; thence northerly along the arc of a tangent curve, being concave to the West, having a radius of 151.00 feet, a delta of $46^{\circ} 33' 29''$, an arc distance of 122.70 feet

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to a point of reverse curvature; thence northwesterly along the arc of said curve, being concave to the Northeast, having a radius of 179.00 feet, a delta of $04^{\circ} 12' 50''$, an arc distance of 13.16 feet to the POINT OF BEGINNING; thence continue northerly along the arc of said curve, being concave to the East, having a radius of 179.00 feet, a delta of $35^{\circ} 55' 48''$, an arc distance of 112.25 feet to a point of compound curvature; thence northeasterly along the arc of said curve, being concave to the Southeast, having a radius of 340.00 feet, a delta of $23^{\circ} 39' 46''$, an arc distance of 140.42 feet to a point of reverse curvature; thence northerly and westerly along the arc of said curve, being concave to the Southwest, having a radius of 51.00 feet, a delta of $135^{\circ} 37' 37''$, an arc distance of 120.72 feet to a point of compound curvature; thence westerly along the arc of said curve, being concave to the South, having a radius of 360.60 feet, a delta of $17^{\circ} 54' 31''$, an arc distance of 112.71 feet to a point of compound curvature; thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 86.32 feet, a delta of $33^{\circ} 19' 59''$, an arc distance of 50.51 feet; thence North $86^{\circ} 58' 45''$ West, 71.61 feet; thence North $00^{\circ} 07' 09''$ East, 27.38 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South $25^{\circ} 08' 14''$ East) said point also being on the southerly boundary of that right-of-way described in Official Record Book 5814, Pages 766 & 767 of the Public Records of Broward County, Florida; thence northeasterly along the arc of said curve, being concave to the Southeast, having a radius of 647.25 feet, a delta of $11^{\circ} 48' 51''$, an arc distance of 133.46 feet to a point of compound curvature; thence southeasterly along the arc of said curve, being concave to the Southwest, having a radius of 321.06 feet, a delta

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of 48° 34' 38", an arc distance of 272.21 feet to a point of compound curvature; thence southeasterly along the arc of said curve, being concave to the Southwest, having a radius of 340.00 feet, a delta of 34° 49' 25", an arc distance of 206.65 feet to a point of reverse curvature; thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 525.00 feet, a delta of 13° 02' 00", an arc distance of 119.42 feet; thence along a radially extended line South 57° 02' 41" West, 42.50 feet to a point on the arc of a radially tangent curve; thence northwesterly along the arc of said curve, being concave to the Northeast, having a radius of 567.50 feet, a delta of 10° 04' 11", an arc distance of 99.74 feet; thence along a radially extended line South 67° 06' 52" West, 32.50 feet; thence North 56° 40' 50" West, 42.77 feet; thence South 33° 19' 10" West, 51.85 feet; thence North 56° 40' 50" West, 32.50 feet; thence South 33° 19' 10" West, 32.50 feet; thence South 79° 26' 34" West, 36.76 feet; thence South 33° 19' 10" West, 19.02 feet; thence North 56° 40' 50" West, 26.67 feet; thence South 69° 15' 04" West, 71.16 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 1.734 acres more or less.

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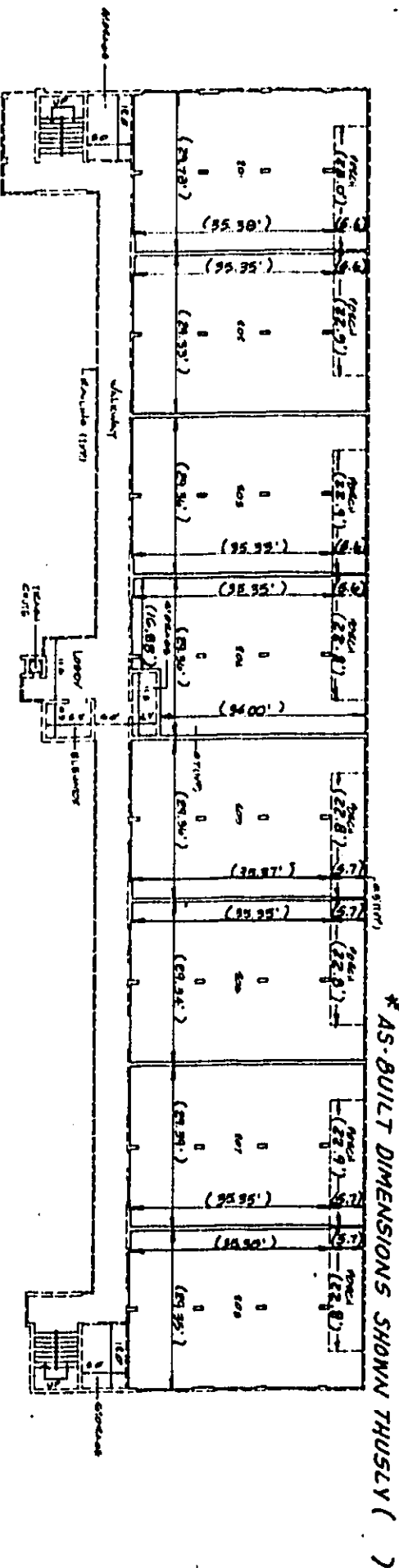
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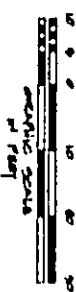
APPROVED: _____ DATE: _____ COUNTY: _____ CITY: _____		DESIGNED: _____ DATE: _____ DRAWN: _____ DATE: _____ CHECKED: _____ DATE: _____	
PREPARED FOR ORILE HOMES CORP.		SURVEY PLOT PLAN & GRAPHIC DESCRIPTION	
SHEET: 1 OF 4		PAGE: 1 OF 1	

EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM II PHASE I

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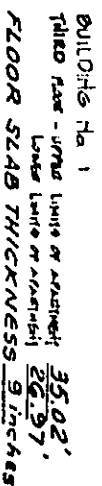
BUILDING No. 1
 Standard Floor - Upper limits of adjustment 10.50'
 Lower limits of adjustment 10.50'
 FLOOR SLAB THICKNESS 9 INCHES



whereas apartment building only show as to
 100+ affected area shown

APPROVED		DATE		BY	
DESIGNED		DATE		BY	
CHECKED		DATE		BY	
DATE		REVISION		DATE	
BROOME & FAJANA, INC.		PREPARED FOR		ORIOLE HOMES CORP.	
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION		FINAL		SHEET 3 OF 4	
FINAL SURVEY - 9-22-80					

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average approximately 1000
100 - approximately 1000

[illegible]

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

SCHEDULE OF PERCENTAGE INTEREST IN COMMON ELEMENTS
AND OWNERSHIP IN ASSOCIATION

Percentage Interest in Common Elements Upon Completion
of Phase 1 Only:

Phase Number : Phase 1

Apartment Type

A (except 104)	3.97155
104	3.97156
B	4.19451
C	4.19451

Percentage Interest in Common Elements Upon Completion
of Phases 1 and 2:

Phase Number : Phase 1 Phase 2

Apartment Type

A (except 104)	1.985775	1.985775
104	1.98573	1.98573
B	2.09727	2.09727
C	2.09727	2.09727

Percentage Interest in Common Elements Upon Completion
of Phases 1, 2 and 3:

Phase Number : Phase 1 Phase 2 Phase 3

Apartment Type

A	1.05343	1.05343	1.06141
B	1.11263	1.11263	1.13239
C	1.11263	1.11263	1.13239
D			1.1259

Percentage Interest in Common Elements Upon Completion
of Phases 1, 2, 3 and 6

Phase Number : Phase 1 Phase 2 Phase 3 Phase 6

Apartment Type

A	.55969	.55969	.56391	.61364
B	.59113	.59113	.62313	.65633
C	.59113	.59113	.62313	.65633
D			.59816	

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

SCHEDULE OF PERCENTAGE INTEREST IN COMMON ELEMENTS
AND OWNERSHIP IN ASSOCIATION

Percentage Interest in Common Elements Upon Completion
of Phases 1, 2, 3, 6 and 5

Phase Number	:	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Phase 6</u>	<u>Phase 5</u>
Apartment Type						
A		.38107	.38107	.33394	.4173	.4173
B		.40247	.40247	.4277	.44688	.44688
C		.40247	.40247	.4277	.44688	.44688
D				.40728		

Percentage Interest in Common Elements Upon Completion
of Phases 1, 2, 3, 6, 5 and 4

Phase Number	:	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Phase 6</u>	<u>Phase 5</u>	<u>Phase 4</u>
Apartment Type							
A		.23888	.23888	.29107	.31672	.31672	.31672
B		.3051	.3051	.32427	.33876	.33876	.33876
C		.3051	.3051	.32427	.33876	.33876	.33876
D				.30873			

The Apartment Numbers Which Correspond to Each Apartment Type
are on Page 3 of this Exhibit D

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

APARTMENT TYPE AND NUMBERS IN EACH PHASE

PHASES 1 and 2

TYPE A : 104, 204, 304

TYPE B : 102, 202, 302,
103, 203, 303,
105, 205, 305,
106, 206, 306,
107, 207, 307

TYPE C : 101, 103, 201,
203, 301, 303

PHASE 3

TYPE A : 105

TYPE B : 102, 202, 302, 402, 502,
103, 203, 303, 403, 503,
104, 204, 304, 404, 504,
106, 206, 306, 406, 506,
107, 207, 307, 407, 507

TYPE C : 101, 201, 301, 401, 501,
108, 203, 303, 403, 503

TYPE D : 205, 305, 405, 505

PHASES 4, 5 and 6

TYPE A : 104, 204, 304, 404,
504, 604, 704, 804,
904

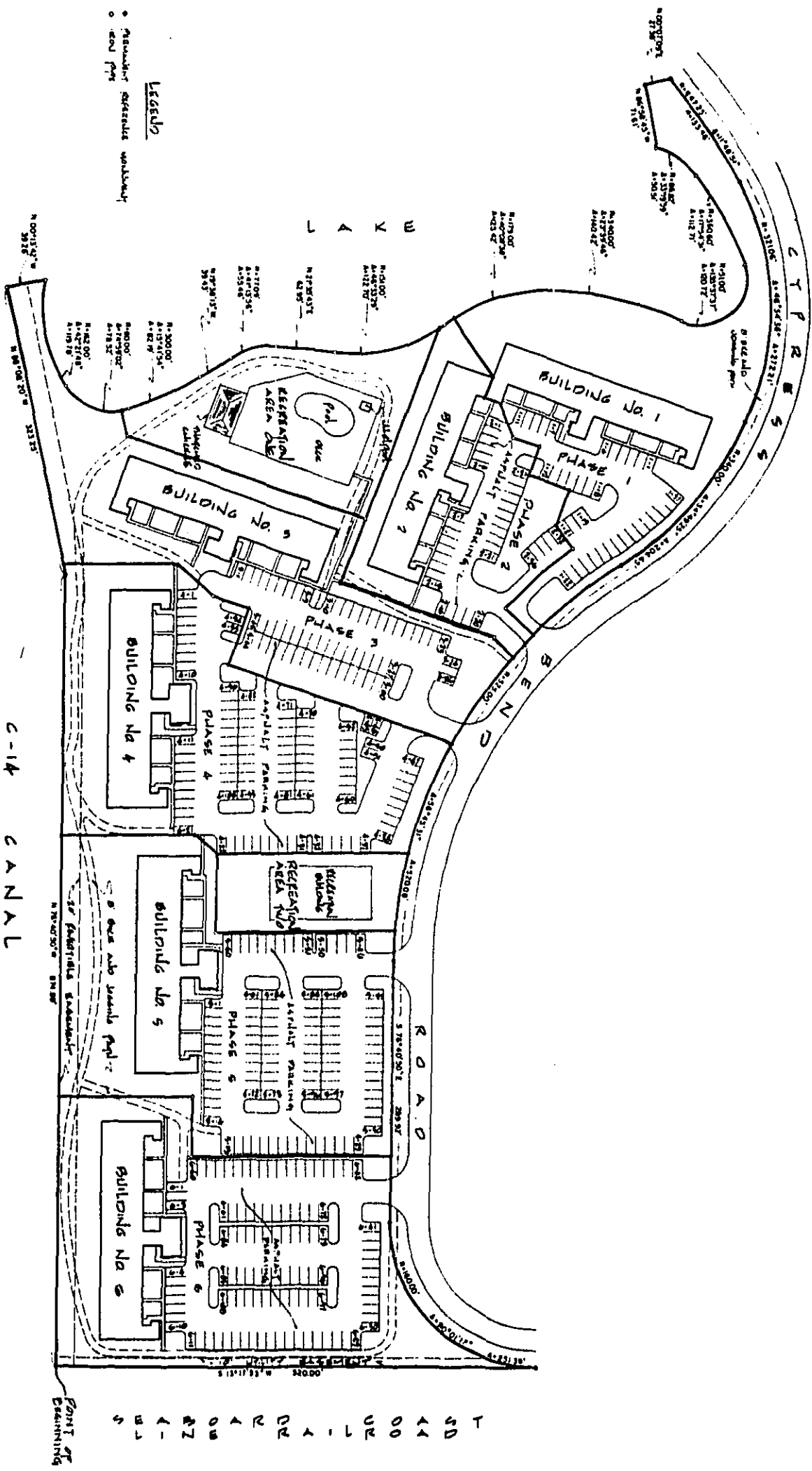
TYPE B : 102, 202, 302, 402,
502, 602, 702, 802,
902, 103, 203, 303,
403, 503, 603, 703,
803, 903, 105, 205,
305, 405, 505, 605,
705, 805, 905, 106,
206, 306, 406, 506,
606, 706, 806, 906,
107, 207, 307, 407,
507, 607, 707, 807,
907

TYPE C : 101, 201, 301, 401,
501, 601, 701, 801,
901, 103, 203, 303,
403, 503, 603, 703,
803, 903



EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM II

NET 9178 PAGE 847



Legend
o easement
o other

APPROVED:	DATE:	DESIGNED:	DATE:	PROJECT NUMBER:	9596
REVIEWED:	DATE:	DRAWN:	DATE:	PREPARED FOR:	SITE PLAN
CHECKED:	DATE:	DATE:	DATE:	ORIOLE HOMES CORP.	
				GEORGE & PATRICK, INC.	
				CREATING SITES	

EXHIBIT F
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

Legal Description of Subsequent Phases

LEGAL DESCRIPTION OF PHASE 2 LAND

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence North 75° 40' 50" West along the southerly boundary of said plat, 374.69 feet; thence continue along said southerly boundary North 33° 03' 20" West, 323.25 feet; thence North 00° 13' 42" West, 39.26 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 23° 24' 30" East); thence easterly along the arc of said curve, being concave to the North, having a radius of 162.00 feet, a delta of 42° 21' 48", an arc distance of 119.73 feet to a point of compound curvature; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 60.00 feet, a delta of 74° 59' 02", an arc distance of 78.52 feet to a point of compound curvature; thence northerly along the arc of said curve, being concave to the West, having a radius of 300.00 feet, a delta of 15° 41' 54", an arc distance of 82.19 feet; thence tangent to said curve North 19° 38' 13" West, 39.43 feet; thence northerly along the arc of a tangent curve, being concave to the East, having a radius of 77.09 feet, a delta of 41° 13' 56", an arc distance of 55.46 feet; thence tangent to said curve North 21° 35' 43" East, 62.95 feet; thence northerly along the arc of a tangent curve, being concave to the West, having a radius of 151.00 feet, a delta of 43° 04' 45", an arc distance of 113.53 feet

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feet to the POINT OF BEGINNING; thence continue northwesterly along the arc of said curve, being concave to the Southwest, having a radius of 151.00 feet, a delta of $03^{\circ} 23' 44''$, an arc distance of 9.17 feet to a point of reverse curvature; thence northwesterly along the arc of said curve, being concave to the Northeast, having a radius of 179.00 feet, a delta of $04^{\circ} 12' 50''$, an arc distance of 13.16 feet; thence North $69^{\circ} 15' 04''$ East, 71.16 feet; thence South $56^{\circ} 40' 50''$ East, 25.67 feet; thence North $33^{\circ} 19' 10''$ East, 19.02 feet; thence North $79^{\circ} 26' 34''$ East, 36.76 feet; thence North $33^{\circ} 19' 10''$ East, 32.50 feet; thence South $56^{\circ} 40' 50''$ East, 32.50 feet; thence North $33^{\circ} 19' 10''$ East, 51.35 feet; thence South $56^{\circ} 40' 50''$ East, 42.77 feet; thence North $67^{\circ} 06' 52''$ East, 32.50 feet to a point on the arc of a radially tangent curve; thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 567.50 feet, a delta of $10^{\circ} 04' 11''$, an arc distance of 99.74 feet; thence radial to said curve North $57^{\circ} 02' 41''$ East, 42.50 feet to a point on the arc of a radially tangent curve; thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 525.00 feet, a delta of $03^{\circ} 36' 50''$, an arc distance of 33.11 feet; thence along a radially extended line South $53^{\circ} 25' 51''$ West, 30.00 feet; thence South $33^{\circ} 19' 10''$ West, 176.31 feet; thence North $56^{\circ} 40' 50''$ West, 294.52 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 1.117 acres more or less.

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LEGAL DESCRIPTION OF PHASE 3 LAND

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence North $76^{\circ} 40' 50''$ West along the southerly boundary of said plat, 874.69 feet; thence continue along said southerly boundary North $33^{\circ} 08' 20''$ West, 13.63 feet to the POINT OF BEGINNING; thence continue along said line North $33^{\circ} 08' 20''$ West, 309.62 feet; thence North $00^{\circ} 13' 42''$ West, 39.26 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North $23^{\circ} 24' 30''$ East); thence easterly along the arc of said curve, being concave to the North, having a radius of 162.00 feet, a delta of $42^{\circ} 21' 48''$, an arc distance of 119.73 feet to a point of compound curvature; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 60.00 feet, a delta of $63^{\circ} 02' 25''$, an arc distance of 71.25 feet; thence South $33^{\circ} 08' 20''$ East, 25.72 feet; thence North $33^{\circ} 19' 10''$ East, 274.42 feet; thence South $56^{\circ} 40' 50''$ East, 76.37 feet; thence North $33^{\circ} 19' 10''$ East, 176.31 feet; thence North $53^{\circ} 25' 51''$ East, 30.00 feet to a point on the arc of a radially tangent curve (said point also being on the southerly boundary of Parcel "R-1" as shown on said plat); thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 525.00 feet, a delta of $12^{\circ} 43' 14''$, an arc distance of

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116.56 feet; thence South 33° 19' 10" West, 257.09 feet; thence North 56° 40' 50" West, 65.00 feet; thence South 33° 19' 10" West, 42.07 feet; thence South 55° 19' 10" West, 49.32 feet; thence South 13° 19' 10" West, 125.96 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 1.342 acres more or less.

LEGAL DESCRIPTION OF PHASE 4 LAND

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence North 76° 40' 50" West along the southerly boundary of said plat, 592.38 feet to the POINT OF BEGINNING; thence continue along said line North 76° 40' 50" West, 282.31 feet; thence North 88° 06' 20" West, 13.63 feet; thence North 13° 19' 10" East, 125.96 feet; thence North 55° 19' 10" East, 49.32 feet; thence North 33° 19' 10" East, 42.07 feet; thence South 56° 40' 50" East, 65.00 feet; thence North 33° 19' 10" East, 257.09 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 40° 42' 37" East) said point also being on the southerly boundary of Parcel "R-1" as shown on said plat; thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 525.00 feet, a delta of 14° 15' 37", an arc distance of 130.67 feet; thence South 13° 19' 10" West, 205.67 feet; thence South 53° 19' 10" West, 32.53 feet; thence South 13° 19' 10" West, 145.00 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 2.054 acres more or less.

LEGAL DESCRIPTION OF PHASE 5 LAND.

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence North $76^{\circ} 40' 50''$ West along the southerly boundary of said plat, a distance of 297.71 feet to the POINT OF BEGINNING; thence continue along said line North $76^{\circ} 40' 50''$ West, 294.67 feet; thence North $13^{\circ} 19' 10''$ East, 145.00 feet; thence North $58^{\circ} 19' 10''$ East, 32.53 feet; thence South $76^{\circ} 40' 50''$ East, 91.34 feet; thence North $13^{\circ} 19' 10''$ East, 192.68 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North $16^{\circ} 22' 06''$ East) said point also being on the southerly boundary of Parcel "R-1" as shown on said plat; thence easterly along the arc of said curve, being concave to the North, having a radius of 525.00 feet, a delta of $03^{\circ} 02' 56''$, an arc distance of 27.94 feet; thence tangent to said curve South $76^{\circ} 40' 50''$ East, 220.08 feet; thence South $13^{\circ} 19' 10''$ West, 217.00 feet; thence North $76^{\circ} 40' 50''$ West, 67.67 feet; thence South $13^{\circ} 19' 10''$ West, 142.94 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 2.262 acres more or less.

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LEGAL DESCRIPTION OF PHASE 6 LAND

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

BEGIN at the Southeast corner of said plat; thence North $76^{\circ} 40' 50''$ West along the southerly boundary of said plat, 297.71 feet; thence North $13^{\circ} 19' 10''$ East, 142.94 feet; thence South $76^{\circ} 40' 50''$ East, 57.67 feet; thence North $13^{\circ} 19' 10''$ East, 217.00 feet (said point being on the southerly boundary of Parcel "R-1" as shown on said plat); thence South $76^{\circ} 40' 50''$ East along said line, 69.34 feet; thence northeasterly along the arc of a tangent curve, being concave to the Northwest, having a radius of 160.00 feet, a delta of $90^{\circ} 01' 17''$, an arc distance of 251.39 feet to a point of cusp; thence South $13^{\circ} 17' 53''$ West along the easterly boundary of said plat, 520.00 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 2.249 acres more or less.

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EXHIBIT G
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

Legal Description of Cypress Bend II Recreation Area

RECREATION AREA ONE

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence North 76° 40' 50" West along the southerly boundary of said plat, 374.69 feet; thence continue along said southerly boundary North 33° 08' 20" West, 323.25 feet; thence North 00° 13' 42" West, 39.26 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 23° 24' 30" East); thence easterly along the arc of said curve, being concave to the North, having a radius of 162.00 feet, a delta of 42° 21' 47", an arc distance of 119.73 feet to a point of compound curvature; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 60.00 feet, a delta of 63° 02' 25", an arc distance of 71.25 feet to the POINT OF BEGINNING; thence continue northerly along the arc of said curve, being concave to the West, having a radius of 60.00 feet, a delta of 06° 56' 33", an arc distance of 7.27 feet to a point of compound curvature; thence northerly along the arc of said curve, being concave to the West, having a radius of 300.00 feet, a delta of 15° 41' 54", an arc distance of 32.19 feet; thence tangent to said curve North 19° 38' 13" West, 39.43 feet; thence northerly along the arc of a tangent curve, being concave to the East, having a radius of 77.09 feet, a delta of 41° 13' 56", an arc distance of 55.46 feet; thence tangent to said curve North 21° 35' 43" East, 62.95 feet; thence

northerly along the arc of a tangent curve, being concave to the West, having a radius of 151.00 feet, a delta of 43° 04' 45", an arc distance of 113.53 feet; thence South 56° 40' 50" East, 213.15 feet; thence South 33° 19' 10" West, 274.42 feet; thence North 33° 03' 20" West, 25.72 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 0.360 acres more or less.

RECREATION AREA TWO

A portion of CYPRESS BEND, according to the plat thereof, as recorded in Plat Book 104, Page 20, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence North 76° 40' 50" West along the southerly boundary of said plat; 592.38 feet; thence North 13° 19' 10" East, 145.00 feet; thence North 53° 19' 10" East, 32.53 feet to the POINT OF BEGINNING; thence North 13° 19' 10" East, 205.67 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 26° 27' 00" East) said point also being on the southerly boundary of Parcel "R-1" as shown on said plat; thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 525.00 feet, a delta of 10° 04' 54", an arc distance of 92.38 feet; thence South 13° 19' 10" West, 192.63 feet; thence North 76° 40' 50" West, 91.34 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 0.415 acres more or less.

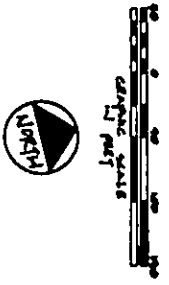
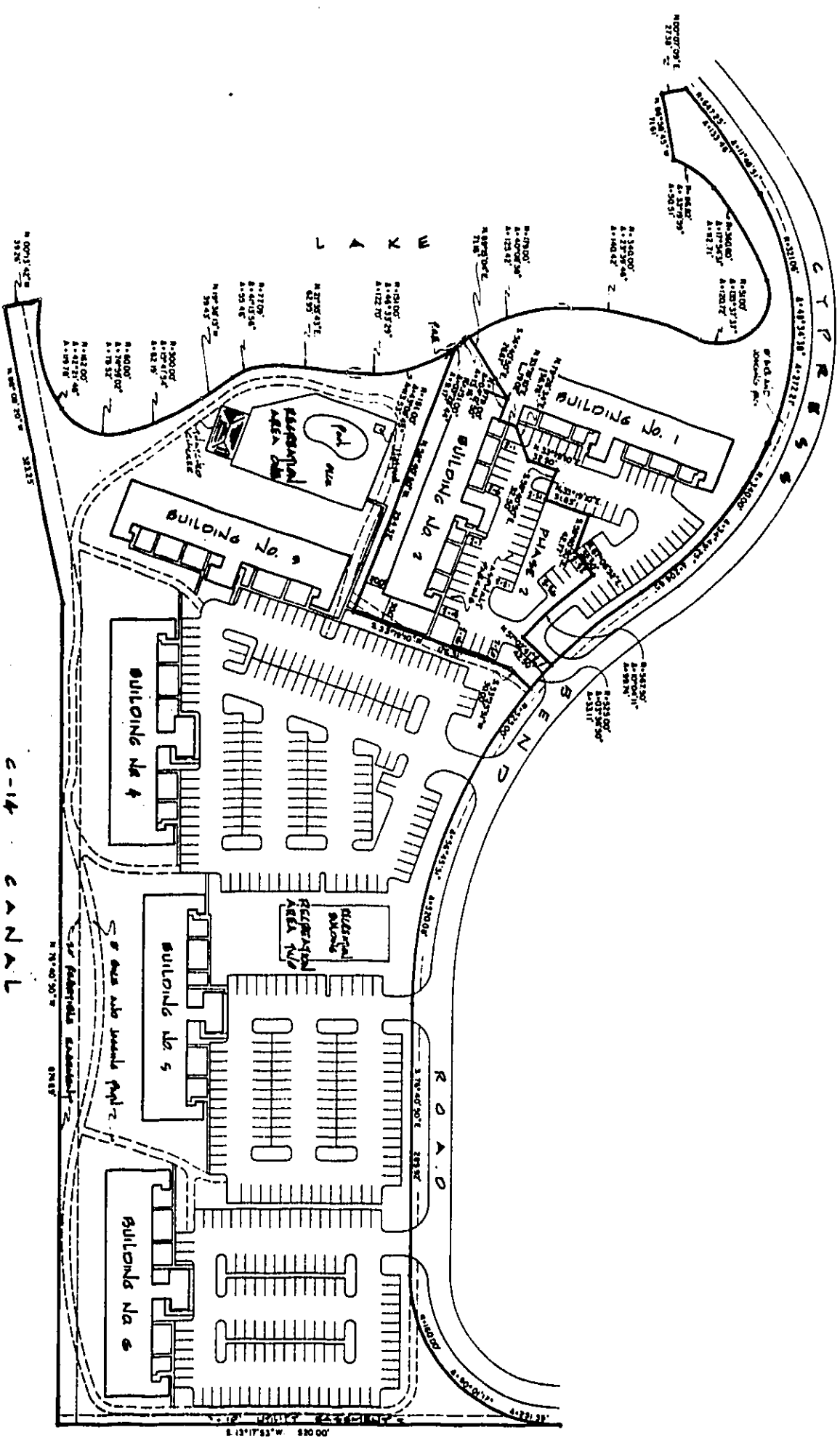


EXHIBIT "H" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM II
PHASE 2

OFF REC 9178 PAGE 856



APPROVED:	DATE:	DESIGNED:	DATE:	DRAWN:	DATE:	CHECKED:	DATE:
BOONE & FARRAR, INC.							
PREPARED FOR ORIOLE HOMES CORP.							
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION							
PAGE 2							

DEF REC 9178 PAGE 8:77

[illegible]

joined a faculty
position in 1960.

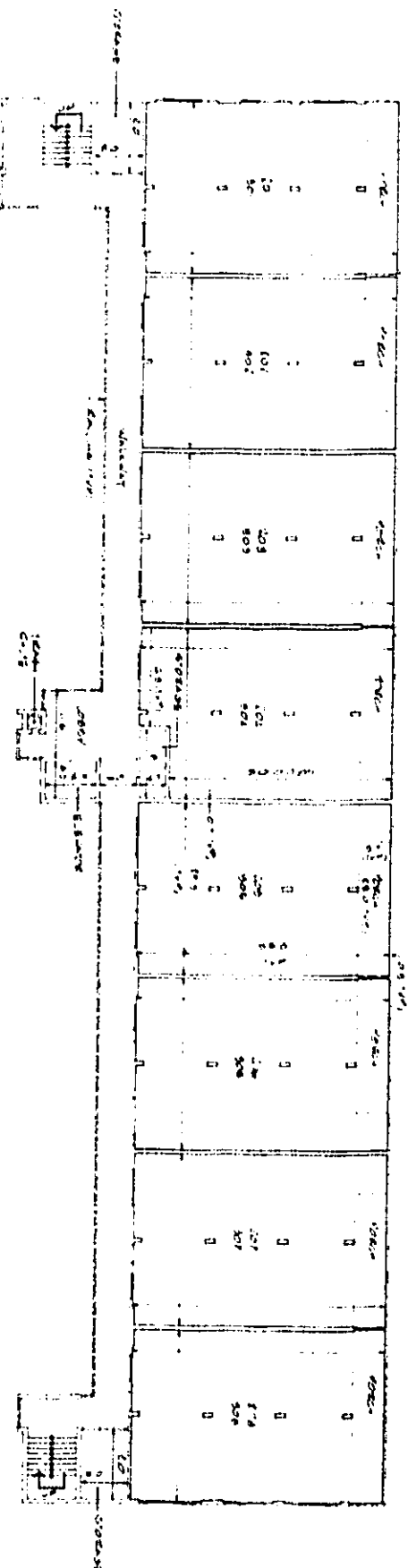
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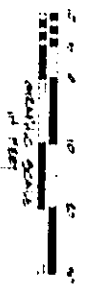
Average Magnitude Elements in 20 Days
189 - Magnitude Observed

APPROVED: SPECIAL AGENT IN CHARGE U.S. DEPT. OF JUSTICE	DESIGNED: _____ DATE: _____ DRAWN: _____ DATE: _____ CHECKED: _____ DATE: _____	BIRCH & BARNES, INC. Consulting Engineers Dallas — Card Springs — Miami	PREPARED FOR ORIOLE HOMES CORP.	SURVEY PLOT PLAN & GRAPHIC DESCRIPTION	PLAT NUMBER 2	SHEET OF 3 SHEETS
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DT 9178
PAGE 858



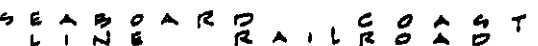
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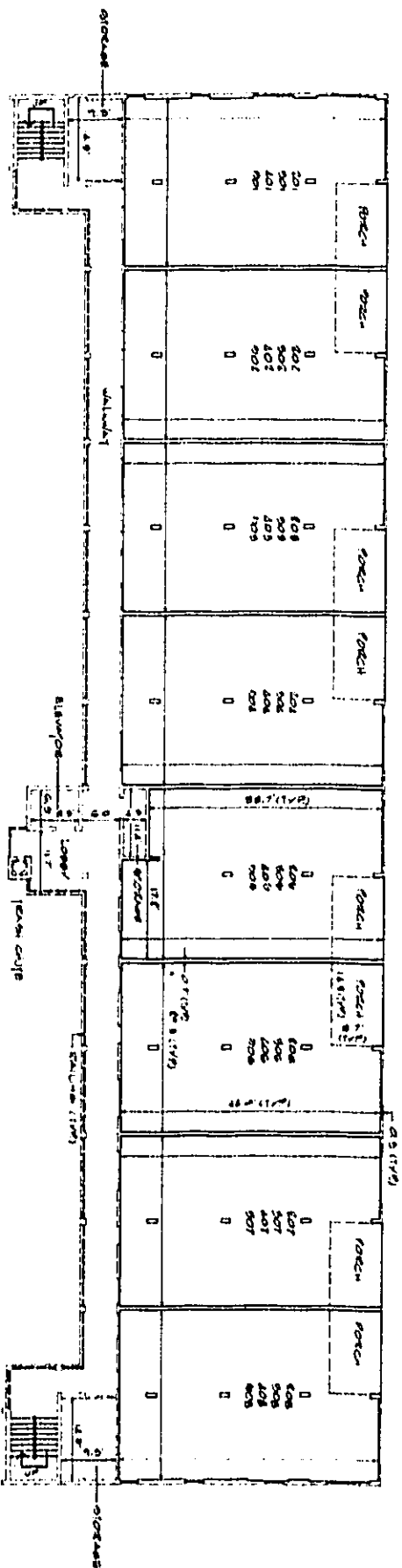
APPROVED	DESIGNED	DATE	BY		BOONE & FARINA, INC. Consulting Engineers Phone --- Cord Sigsbee --- Miami Florida	PREPARED FOR ORIOLE HOMES CORP.	SURVEY PLOT PLAN & GRAPHIC DESCRIPTION	SHEET 2	OF 2 SHEETS
DRAWN DATE	CHECKED DATE	DATE DATE	DATE DATE						



9178 850

[illegible]

REF 9178 REC 861

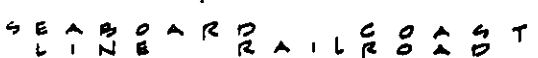
[illegible][illegible]

avoids disturbing electronic work. See
EC5 - Apparent Observation

[illegible]



REF 9178 MAR 8 1962



APPROVED: _____ REGISTERED PROCEEDING NO. _____		DAY _____ STATE OF ALABAMA	
DECORATED _____ DRAWN _____ CHECKED _____	DATE _____ DATE _____ DATE _____		
BEHNE & FARINA, INC. Consulting Engineers 1000 - 1st Avenue - Mobile		PREPARED FOR ORIOLE HOMES CORP.	
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION		PAGE NUMBER 4	SHEET 1

REF 9178 PAGE 863

each attorney of whom contact was made by the District Conference with telephone records of the office was contacted by the attorney, which respondents are not certain.

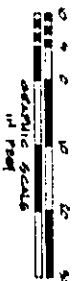
- [illegible]

1. I am a very intelligent lady working

1. How can I make the best use of my time?
 Answer: I have seen that the best use of time is to devote it to the study of the Bible. I have seen that the best use of time is to devote it to the study of the Bible. I have seen that the best use of time is to devote it to the study of the Bible.

all land and all portions of the community is affected; nor are...
apartments are parts of the common structures

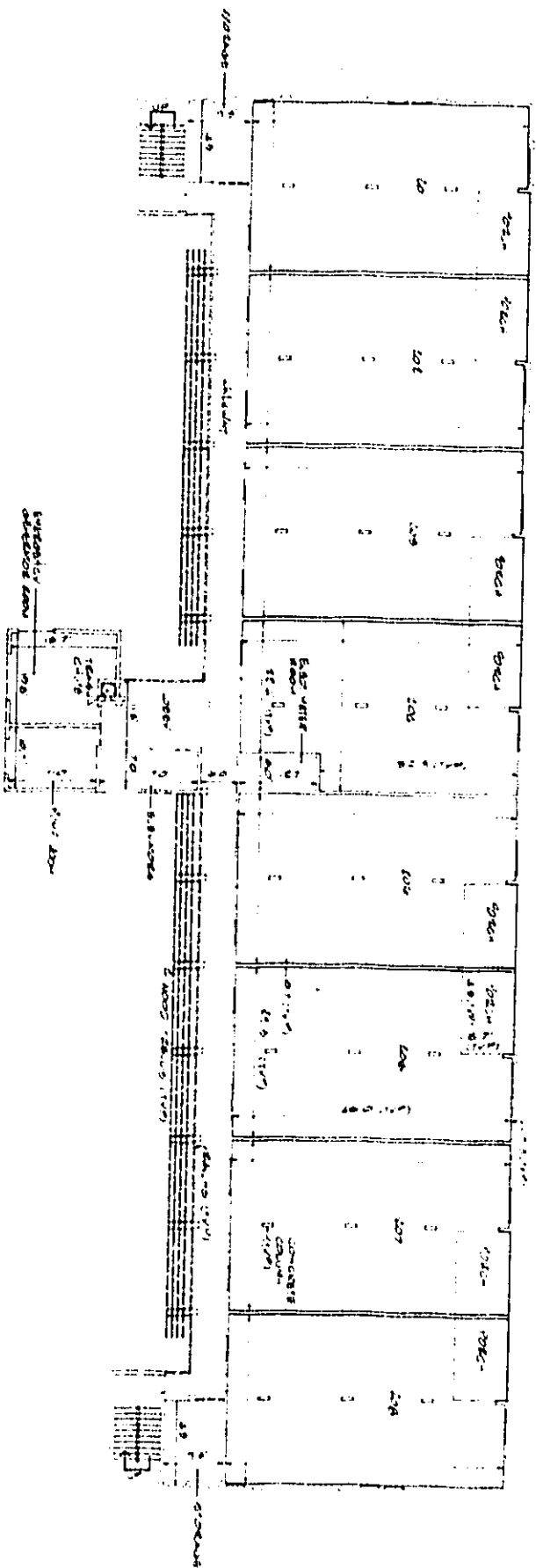
- [illegible]



BUILDING # 4
first floor
offices and apartment
lower levels are apartment

APPROVED:		DATE		STATE OF ALABAMA	
DESIGNED:		DATE		DRAWN:	
CHECKED:		DATE		DATE	
<p align="center">BROOME & FARINA, INC. <i>Consulting Engineers</i> Date: — Civil Engineer — Mechanical Florida</p>					
PREPARED FOR ORIOLE HOMES CORP.				SURVEY PLOT PLAN B GRAPHIC DESCRIPTION	
				4	
				4	

REF ID: A6178 PAGE 864

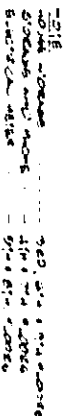


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186-APARTMENT 05434904

APPROVED:					
RECORDED RECORD NO.		DATE STATE OF FLORIDA			
DEPOSED		DATE			
DRAWN		DATE			
CHECKED		DATE			
BROOME & FARINA, INC. Consulting Engineers Branch — Coral Springs — Miami					
PREPARED FOR ORIOLE HOMES CORP.				SURVEY PLOT PLAN B GRAPHIC DESCRIPTION	
				PAGE NUMBER	
				4	
				SHEET 1	OF 4 SHEETS

REF 9178 REC 865



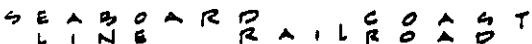
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100	Case 100	Case 100 Description

average approximately 104 new
309. average 108 in 1911

DESIGNED DATE DRAWN DATE CHECKED DATE	BROOME & FARINA, INC. Consulting Engineers Phone: — Cable: — Address: —	PREPARED FOR ORIOLE HOMES CORP.	SURVEY PLOT PLAN & GRAPHIC DESCRIPTION	PAGE NUMBER 4	SHEET 4 OF 4
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REF 9178 PAGE 866



APPROVED:	DESIGNED: _____ DATE: _____	BEHNE & TATUM, INC. Consulting Engineers Suite — — Civil Engineering — — Mechanical Phone: _____	PREPARED FOR ORIOLE HOMES CORP.	SURVEY PLOT PLAN & GRAPHIC DESCRIPTION	PLAT NUMBER 5	SHEET 1 OF 4 SHEETS
REGISTERED IN: _____	DRAWN: _____ DATE: _____					
REGISTERED IN: _____	CHECKED: _____ DATE: _____					
REGISTERED IN: _____	DATE: _____					

9178 867

and as well as

- [illegible]

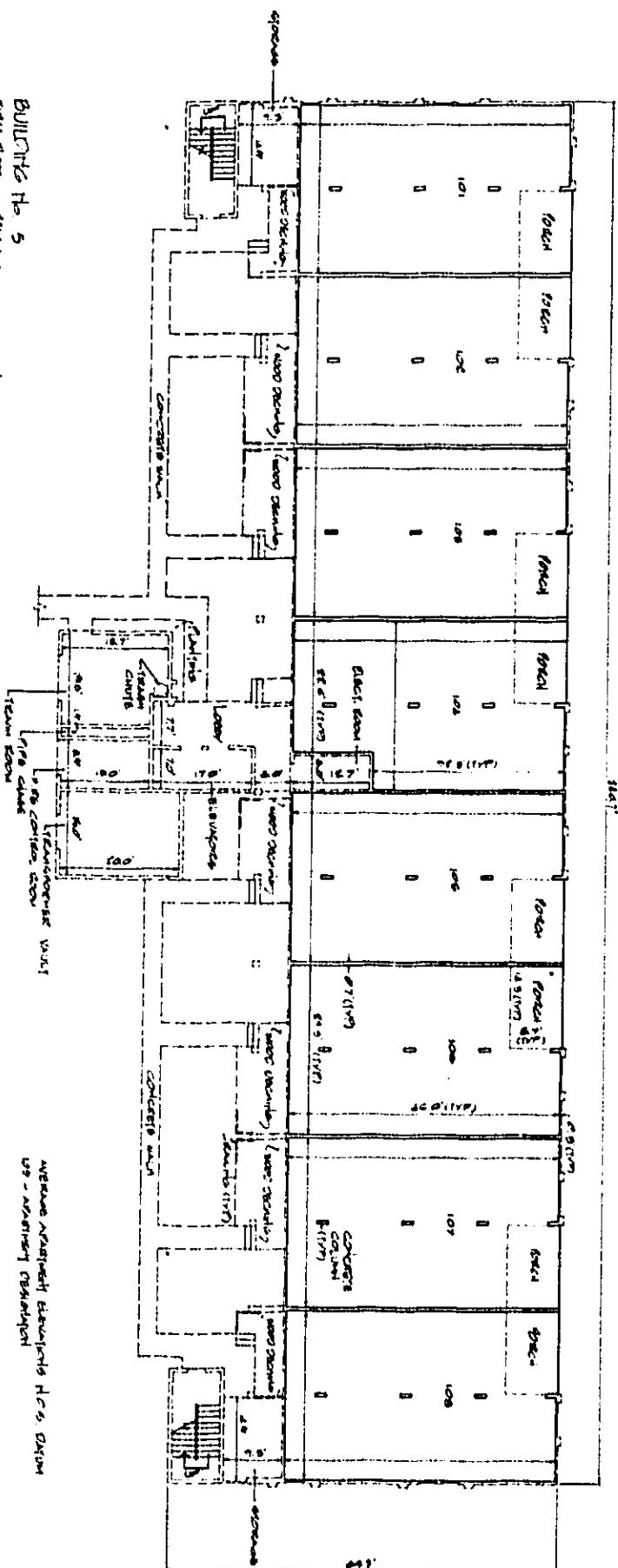
1. John A. McGraw Chairman

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all land and all portions of the carboniferous
system of America are parts of the common E. laticosta

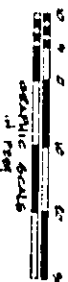
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found a pagoda
protruding into
state of Florida



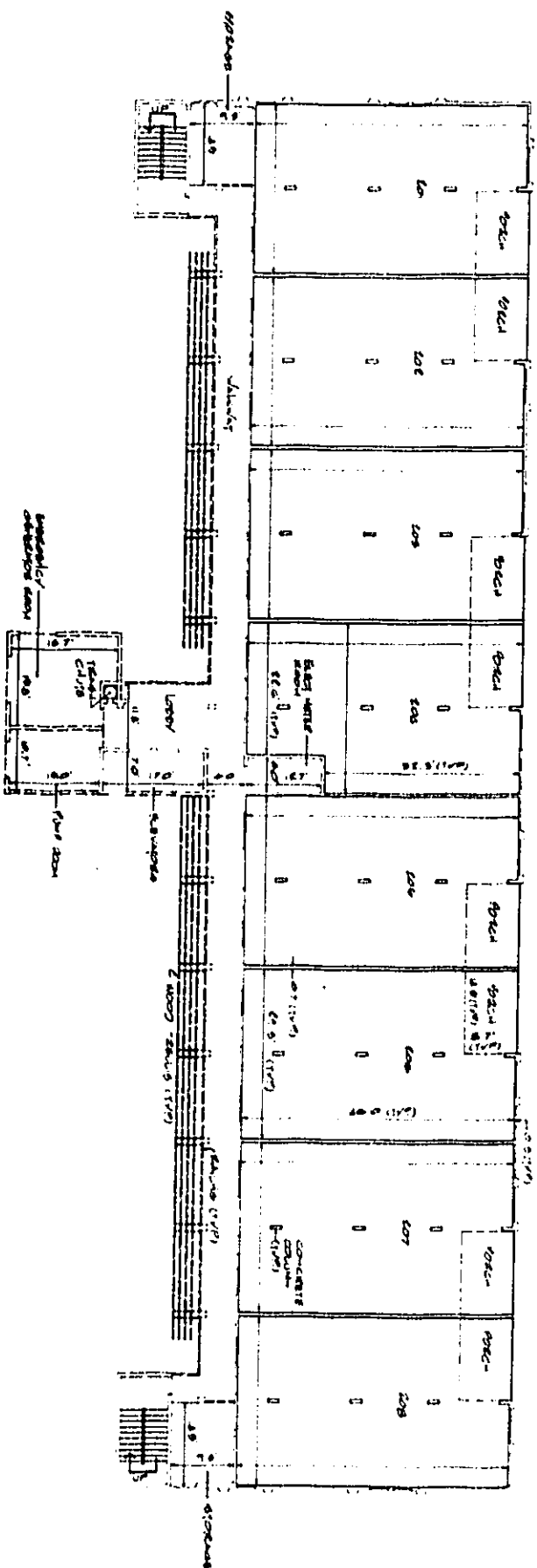
BULLOCKS No. 5
RICH PLACE
OFFICE BUILDING OR APARTMENT
LOWER LEVEL OF APARTMENT

average molecular weights H₂O. Oligomer
wt - monomer molecular weight



APPROVED:		DATE		STATE OF ALABAMA		RECORDING DEPARTMENT NO.	
DESIGNED		DATE		DRAWN		DATE	
CHECKED		DATE					
<p align="center">BROOME & FARINA, INC. <i>Consulting Engineers</i></p> <p align="center">Bldg — Civil Engrs — Mch Engrs — Phone —</p>							
PREPARED FOR ORIOLE HOMES CORP.							
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION							
						PAGE NUMBER	
						5	
						SHEET 5	
						OF 4 SHEETS	

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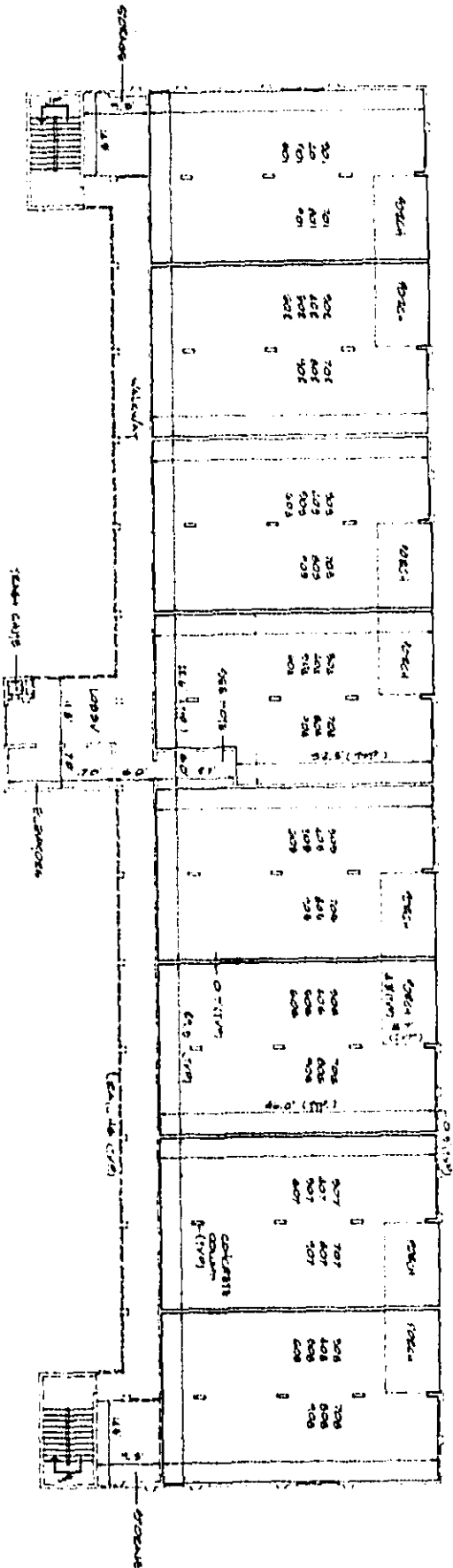


Buildings to 5
second floor
upper levels or attachment
lower levels or attachment

ulterior apartment buildings plus other
100-apartment development

[illegible]

EXHIBIT "H" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM II
PHASE 5



NOTES:
1. ALL DIMENSIONS ARE IN FEET.
2. ALL DIMENSIONS ARE TO THE CENTER OF THE WALLS.
3. ALL DIMENSIONS ARE TO THE CENTER OF THE WALLS.

BUILDING NO. 5

UNIT	DATE	REMARKS
201		
202		
203		
204		
205		
206		
207		
208		

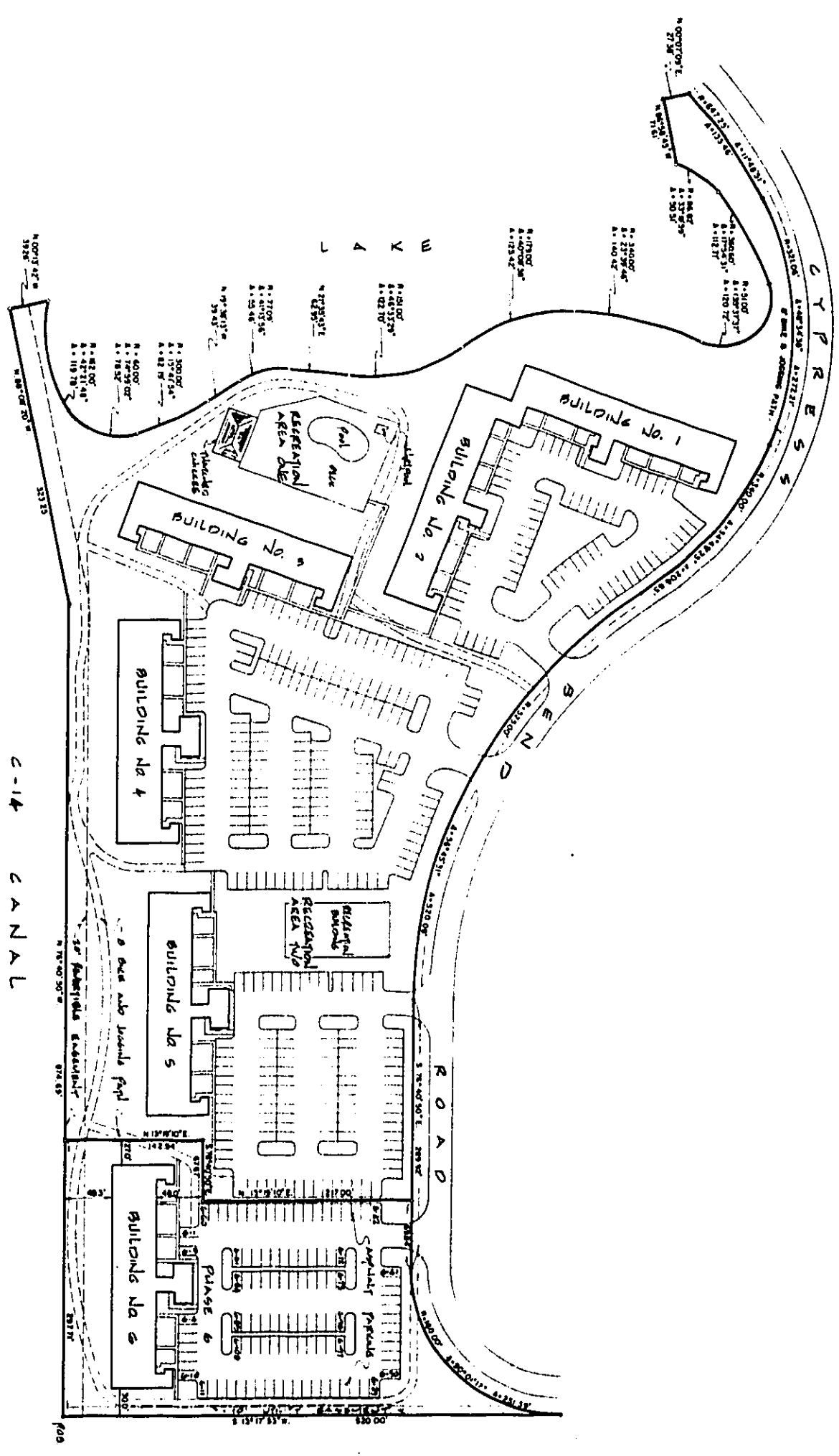
ASSESSOR: [Name]
DATE: [Date]
SCALE: 1" = 10'

APPROVED:	DATE:	BY:	DATE:	BY:
DESIGNED:	DATE:	BY:	DATE:	BY:
DRAWN:	DATE:	BY:	DATE:	BY:
CHECKED:	DATE:	BY:	DATE:	BY:
BROOME & FARINA, INC.				
PREPARED FOR: ORIOLE HOMES CORP.				
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION				
SHEET: 5				



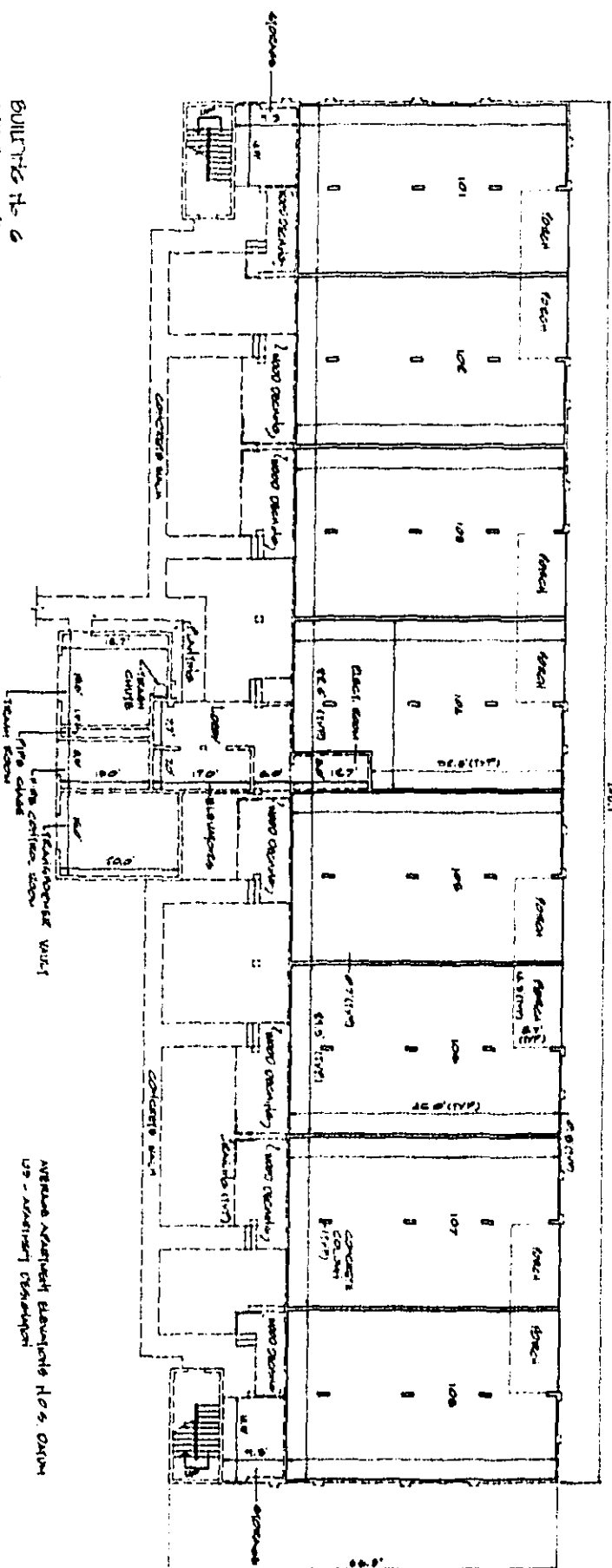
EXHIBIT "H" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM II
PHASE 6

DTF 9178 PAGE 870



APPROVED:	DATE:	DESIGNED:	DATE:	RECORDED & FILED:	PREPARED FOR:	SURVEY PLAN PLAN B	SHEET:
NOTHING TO BE FILED	STATE OF FLORIDA	DRAWN:	DATE:				

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[illegible][illegible][illegible]

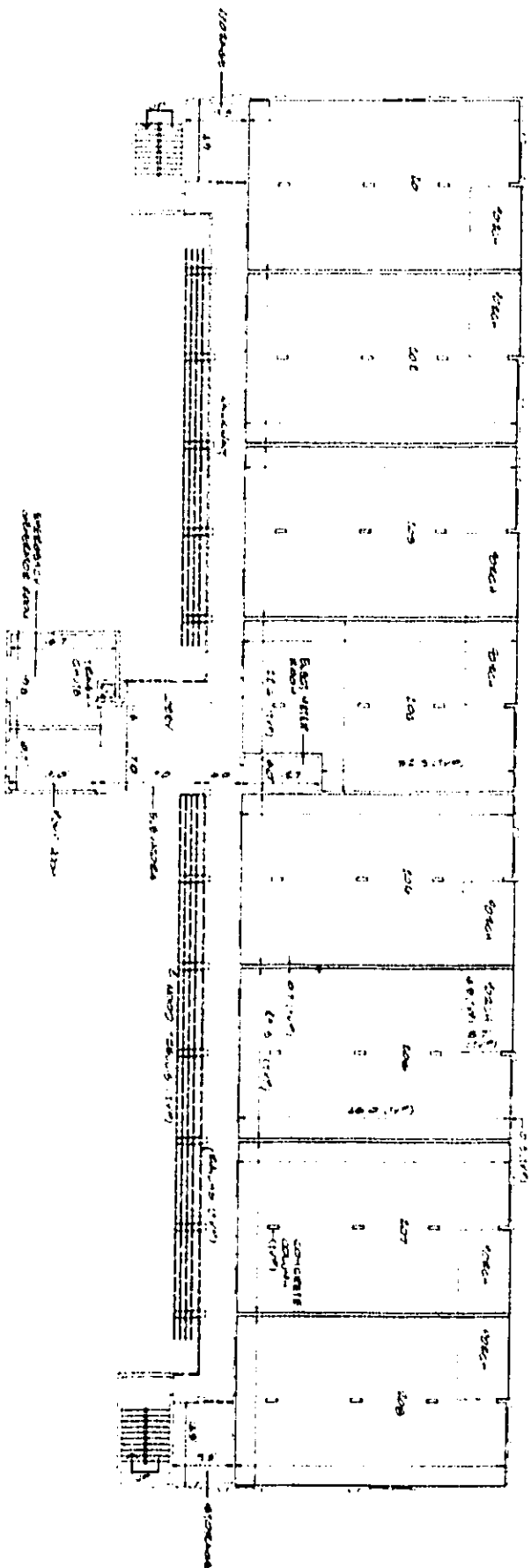
Built into the office building or apartment house built or apartment

AVENUE NORTH ELEVATION NO. 3. DRAWN
L.S. - AUGUST 1951

odoric scale
in feet

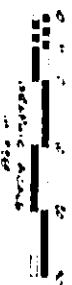
APPROVED:					
OFFICE NUMBER NO.		CITY STATE OR TERRITORY	DESIGNED: DATE _____ DRAWN: DATE _____ CHECKED: DATE _____		
BROOME & FARINA, INC. <i>Consulting Engineers</i>					
Books — Card Indexing — Microfilm —					
PREPARED FOR					
ORIOLE HOMES CORP.					
SURVEY PLOT PLAN & GRAPHIC DESCRIPTION					
			PAGE NUMBER		
			6		
			SHEET 1 OF 4 SHEETS		

REF 9178 PAGE 872

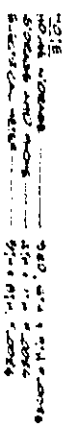


[Faint handwritten notes at the bottom of the page]

WILEY-INTERSCIENCE, INC.
105 - APMARINE DRIVE
NEW YORK, N.Y. 10017



APPROVED _____ COUNTY ENGINEER		DESIGNED _____ DATE		DRAWN _____ DATE		CHECKED _____ DATE		DATE		SCALE		SHEET NO.		TOTAL SHEETS	
BROOK & FARINA, INC. Consulting Engineers Room — Corral Springs — Miami Florida		PREPARED FOR ORIOLE HOMES CORP.		SURVEY PLOT PLAN & GRAPHIC DESCRIPTION		PLAT 6		SECTION 34		TOWNSHIP 34		RANGE 34		COUNTY 34	



average approximately 1000
500 - 600 per year

[illegible]

EXHIBIT I
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

Description of Apartments in Subsequent Phases

<u>Phase</u>	<u>Apartment Type</u>	<u>Number of Apartments of this Type</u>	<u>Number of Bedrooms Per Apartment</u>	<u>Number of Bathrooms Per Apartment</u>	<u>Approximate Size (in sq. ft.)</u>
2	A	3	1	2	1,193
	B	15	2	2	1,260
	C	6	2	2	1,260
3	A	1	1	2	1,202
	B	25	2	2	1,339
	C	10	2	2	1,339
	D	4	1	2	1,275
4	A	9	1	2	1,308
	B	45	2	2	1,399
	C	18	2	2	1,399
5	A	9	1	2	1,308
	B	45	2	2	1,399
	C	18	2	2	1,399
6	A	9	1	2	1,308
	B	45	2	2	1,399
	C	18	2	2	1,399

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EXHIBIT J
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

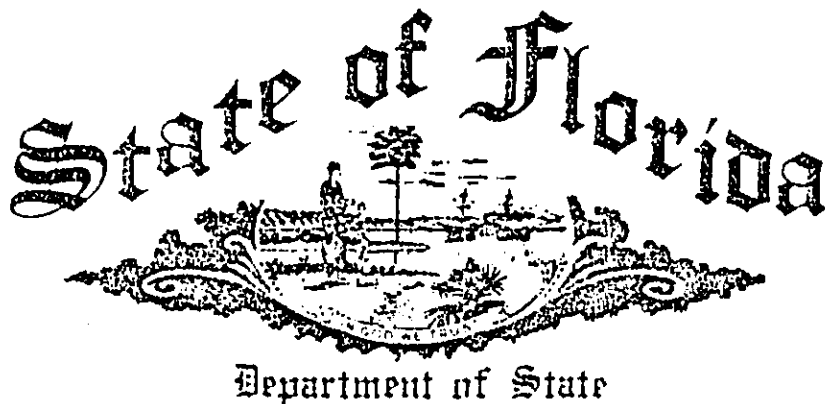
Estimated Date of Completion of Subsequent Phases

The estimated date of completion of each Subsequent Phase, if added to the Condominium is as follows:

- | | | | |
|-----|---------|---|-------------------|
| (a) | Phase 2 | : | August 31, 1981 |
| (b) | Phase 3 | : | November 30, 1981 |
| (c) | Phase 6 | : | March 31, 1982 |
| (d) | Phase 5 | : | July 31, 1982 |
| (e) | Phase 4 | : | December 31, 1982 |

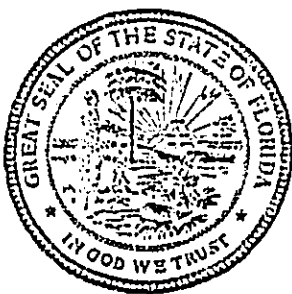
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EXHIBIT K
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II



I certify that the attached is a true and correct copy of the Articles of Incorporation of CYPRESS BEND CONDOMINIUM II ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on January 29, 1980, as shown by the records of this office.

The charter number for this corporation is 750838.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the

4th day of February, 1980

A handwritten signature in dark ink, appearing to read "George Firestone".

George Firestone
Secretary of State

DEF 9178 PAGE 875

ARTICLES OF INCORPORATION

OF

CYPRESS BEND CONDOMINIUM II ASSOCIATION, INC. (A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" which are contained in the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended to the date of recordation of these Articles amongst the Public Records of Broward County, Florida, shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended to the date of recording of these Articles amongst the Public Records of Broward County, Florida.

B. "Apartment" means a unit as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership. An Apartment shall be in an improvement defined as a "Building" in Paragraph A of Article II of these Articles and includes each and every Apartment in each and every Phase.

C. "Apartment Owner" means the owner or owners of an Apartment and may include a corporation or other legal entity.

D. "Articles" and "By-Laws" mean, respectively, the Articles of Incorporation and By-Laws of the "Association" (as hereinafter defined).

E. "Assessment" means a share of funds required for the payment of "Common Expenses" (as hereinafter defined) which from time to time is assessed against an Apartment Owner.

F. "Association" means Cypress Bend Condominium II Association, Inc., a Florida corporation not-for-profit, organized to administer the Condominium and the "Cypress Bend II Recreation Area" (as hereinafter defined) and having as its members the Apartment Owners.

G. "Board" means the Board of Directors of the Association.

H. "Common Elements" means the portion of the Condominium Property, including the Land, not included in the Apartments.

I. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as set forth in various sections of the Act and in the "Condominium Documents" (as hereinafter defined) and includes:

- (a) the expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and
- (b) any other expenses designated as Common Expenses in the Condominium Documents or from time to time by the Board of Directors of the Association.

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J. "Cypress Bend" means the name given to the planned residential development being developed in stages upon the real property described on Exhibit A to the "Declaration of Protective Covenants and Restrictions" (as hereinafter defined) in accordance with the various land use restrictions set forth therein.

K. "Condominium Documents" means in the aggregate the Declaration of Condominium, these Articles, the By-Laws and "Rules and Regulations" of the Association, the Declaration of Protective Covenants and Restrictions, the "Articles of Incorporation", "By-Laws" and "Rules and Regulations" of Cypress Bend Protective Corporation, Inc., and any and all exhibits and amendments thereto and instruments and documents referred to therein and executed in connection with the Condominium.

L. "Condominium Property" means the land which comprises "Phase 1" (as hereinafter defined), all improvements thereon, including the Apartments, the Common Elements and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium, and is subject to enlargement pursuant to the Plan of Phase Development described in Article II herein.

M. "Declaration" means the Declaration of Condominium of Cypress Bend Condominium II and is the document by which the land and improvements of the Condominium are submitted to condominium ownership in accordance with the Act.

N. "Developer" means Oriole Homes Corp., a Florida corporation, its grantees, successors and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Apartment Owner is specifically so designated as a successor or assign of such rights in the deed conveying title to the Apartment or in any other instrument executed by Developer.

O. "Phase" means a portion of the Condominium as more particularly described in Article II herein.

P. "Protective Corporation" means Cypress Bend Protective Corporation, Inc., a Florida corporation not-for-profit, which has been organized to administer, maintain and own portions of Cypress Bend in accordance with the Declaration of Protective Covenants and Restrictions and having among its members the Association and all other associations which administer Condominiums in Cypress Bend.

Q. "Declaration of Protective Covenants and Restrictions" means the instrument recorded in Official Records Book 5315 at Page 1 of the Public Records of Broward County, Florida and all amendments and supplements thereto which established the land uses for the various portions of Cypress Bend and whereby the "Operating Expenses" of the "Recreation Land" (as those terms are defined therein) are made specifically applicable to Apartment Owners to be collected by the Association on behalf of the Protective Corporation in the same manner and by the same procedure as Common Expenses.

ARTICLE I

NAME

The name of this corporation shall be CYPRESS BEND CONDOMINIUM II ASSOCIATION, INC., whose present address is 1151 N. W. 24th Street, Pom-

pano Beach, Florida 33067.

ARTICLE II

PLAN OF PHASE DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Statement of the Plan of Phase Development

1. Developer is the owner in fee simple of certain real property located in the City of Pompano Beach, Broward County, Florida, more particularly described in Exhibit A to the Declaration (the "Land"). Developer has established the plan set forth in this Article II for the development of the Land (the "Plan"). Developer intends to construct upon the Land six (6) residential apartment buildings (the "Buildings") and certain other improvements and to submit the same to condominium ownership as a "phase condominium" pursuant to Section 718.403 of the Act. The initial phase submitted to condominium ownership by the Declaration is "Phase 1". The subsequent five (5) phases which may be submitted to condominium ownership (each of which is referred to as a "Subsequent Phase") pursuant to amendments to the Declaration (each of which is an "Amendment") shall be denominated "Phase 2", "Phase 3", etc. Phase 1 and each Subsequent Phase are individually referred to as a "Phase" or collectively as the "Phases". Phase 1 will contain 24 Apartments. The total number of Apartments in the Condominium ("Total Apartments") will be 304 if all six (6) Phases are submitted to condominium ownership.

2. Developer reserves the absolute right in its sole discretion to terminate the Plan after the completion of Phase 1 or of any Subsequent Phase thereafter. In the event Developer elects to terminate the Plan, Developer shall record amongst the Public Records of Broward County, Florida, a statement to that effect ("Termination Statement"), which statement shall set forth the revised total number of Apartments in the Condominium. Such revised total number shall thereupon be the "Total Apartments" for all purposes. The effect of recording the Termination Statement shall be that the portion of the Land not submitted to condominium ownership pursuant to the Plan as of the recording of such Termination Statement shall no longer be considered part of the Condominium for any reason whatsoever. The requirement of recording the Termination Statement shall be in addition to the notice required by the Act to be given by the Developer to Apartment Owners.

3. Developer is also the owner of certain real property upon which Developer intends to construct certain recreational facilities and other improvements for the use by all Apartment Owners. The real property and improvements ("Cypress Bend II Recreation Area") shall ultimately be conveyed to the Association in accordance with the Declaration. The Association shall be responsible for operating and maintaining the Cypress Bend II Recreation Area, the expenses of which ("Recreation Area Expenses") shall be shared equally by all Apartment Owners as provided in the Declaration.

4. It is intended that certain easements shall be established in the Declaration across, over, under and upon the Condominium Property and the Cypress Bend II Recreation Area so as to provide to all Members of the Association means of ingress, egress, use and other purposes with respect to such property.

B. Purpose of the Association

The purpose for which this Association is organized is to maintain,

operate and manage the Condominium and the Cypress Bend II Recreation Area and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

C. Membership in Protective Corporation

The Association shall also be an "Association Member" of the Protective Corporation as described in the Articles of Incorporation of the Protective Corporation. The Protective Corporation has been organized for the purpose of administering the covenants and obligations relating to certain land areas in Cypress Bend ("Recreation Land"), the use of which is shared by all owners at Cypress Bend as set forth in the Covenants Declaration. All Members of the Association acquire the benefits as to use of the Recreation Land and the obligation to pay Operating Expenses, which are collected as set forth in the Condominium Documents.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

(1) to make, establish and enforce reasonable rules and regulations governing the Condominium and the use of Apartments, Common Elements and the Cypress Bend II Recreation Area;

(2) to make, levy, collect and enforce Assessments against Apartment Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the Cypress Bend II Recreation Area and the payment of Common Expenses and Recreation Area Expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(3) to maintain, repair, replace and operate the Condominium Property and the Cypress Bend II Recreation Area in accordance with the Condominium Documents and the Act;

(4) to reconstruct improvements of the Condominium Property including the Cypress Bend II Recreation Area, in the event of casualty or other loss;

(5) to enforce by legal means the provisions of the Condominium Documents;

(6) to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and the

Cypress Bend II Recreation Area, and to enter into any other agreements consistent with the purposes of the Association and the Act, including an agreement as to the management of the Condominium and/or the Cypress Bend II Recreation Area.

(7) to become and continue to be an Association Member of the Protective Corporation and to perform the functions and discharge the duties incumbent upon such membership, and further, to delegate to persons or entities selected by the Board the functions of representing the Association at the membership meetings of the Protective Corporation, and to collect and transmit to the Protective Corporation assessments duly levied thereby.

ARTICLE IV

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

A. Until such time as Phase 1 is submitted to condominium ownership by the recordation of the Declaration, the Membership of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles and, in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.

B. Once Phase 1 is submitted to condominium ownership by the recordation of the Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Apartment Owners within the Condominium, which shall mean in the first instance the Developer as the owner of the Apartments, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of fee title to an Apartment in the Condominium as evidenced by the recording of an instrument of conveyance amongst the Public Records of Broward County, Florida, whereupon the Membership of the prior Apartment Owner thereof shall terminate as to that Apartment. Where title to an Apartment is acquired by conveyance from a party other than the Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with Article XV of the Declaration. New Apartment Owners shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Apartment.

E. Membership in the Association shall be divided into classes ("Class Members") with the Apartment Owners in each Phase constituting a separate class. Each class shall be designated by the same arabic numeral used to denote that particular Phase. For example, Apartment Owners in Phase 2 of the Condominium are "Class 2 Members".

F. In the event the Condominium is terminated in accordance with

its Declaration, the former Apartment Owners in the Condominium shall no longer be Members of the Association.

G. With respect to voting, the following provisions shall prevail:

1. Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs G.2. and G.3. immediately below. However, in any event there shall be only one (1) vote for each Apartment, which vote shall be exercised and cast in accordance with the Declaration and By-Laws, and if there is more than one (1) owner with respect to an Apartment as a result of the fee interest in such Apartment being held by more than one (1) person, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Phase shall be voted upon only by the Class Members of that Phase and shall be determined by a majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the By-Laws); and

(b) Matters substantially pertaining to the Association or to the Condominium as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

3. Any decision as to whether a matter substantially pertains to a particular Phase for purposes of Class Member voting or to the Association or Condominium as a whole for purposes of Membership voting shall be determined solely by the Board, but any matter material to the Cypress Bend II Recreation Area cannot be allocated by the Board to the vote of other than the full Membership. Notwithstanding the foregoing, no action or resolution affecting a particular Phase which the Board determines to require the vote of the Membership shall be effective with regard to that particular Phase unless the Class Members of that Phase shall be given the opportunity to vote on said action or resolution.

4. The Membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBERS

The names and addresses of the Subscribers to these Articles are as

follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard D. Levy	1151 N. W. 24th Street Pompano Beach, Florida 33067
Peter Schwab	1151 N. W. 24th Street Pompano Beach, Florida 33067
Antonio Nunez	1151 N. W. 24th Street Pompano Beach, Florida 33067

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 3.2 of the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Richard D. Levy
Vice President	Peter Schwab
Secretary	Antonio Nunez
Treasurer	Antonio Nunez

ARTICLE IX

BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board"), the "Initial Elected Board", as hereinafter defined, and all Boards elected prior to the Annual Members' Meeting following the Developer's Resignation Event shall be three (3). The number of Directors elected by the "Purchaser Members" (as hereinafter defined) subsequent to the Initial Elected

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Board, shall be as provided in Paragraphs F and J of this Article IX.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard D. Levy	1151 N. W. 24th Street Pompano Beach, Florida 33067
Peter Schwab	1151 N. W. 24th Street Pompano Beach, Florida 33067
Antonio Nunez	1151 N. W. 24th Street Pompano Beach, Florida 33067

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the conveyance by Developer to Apartment Owners other than Developer ("Purchaser Members") of fifteen (15%) percent or more of the Total Apartments, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at a special meeting of the Membership to be called by the Board for such purpose (the "Initial Election Meeting"). Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D. of this Article IX, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after sales by Developer of fifty (50%) percent of the Total Apartments have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Broward County, Florida; or

2. Three (3) months after sales by Developer of ninety (90%) percent of the Total Apartments have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Broward County, Florida; or

3. When all of the Total Apartments have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

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4. When some of the Total Apartments have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors and Developer, until the "Developer's Resignation Event" (as that term is described in Paragraph I of this Article IX) shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent Annual Members' Meeting, until the Annual Members' Meeting following the Developer's Resignation Event.

H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five (5%) percent of the Total Apartments for sale in the ordinary course of business; however, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified.

J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors shall be elected by the Members and, upon the affirmative vote of a majority of the Members, the Board may be expanded to not greater than nine (9) Directors.

K. The resignation of a Director who has been elected or designated by Developer or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign or the Association or Purchaser Members hereafter can, shall or may have against said

officer or Director for, upon, or by reason of any matter, cause or thing whatsoever through the day of such resignation.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI

BY-LAWS

The By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

ARTICLE XII

AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Subscribers to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the

Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Membership must be by a vote of two-thirds (2/3) of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by two-thirds (2/3) of the Directors present at any meeting of the Directors at which a quorum is present.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Broward County, Florida.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefor by Developer.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 11TH day of January, 1980.

Richard D. Levy
Richard D. Levy
Peter Schwab
Peter Schwab
Antonio Nunez
Antonio Nunez

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared RICHARD D. LEVY, PETER SCHWAB and ANTONIO NUNEZ, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this 11TH day of January, 1980.

Mary E. Chapman
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 23 1981
BONDED THRU GENERAL INS. UNDERWRITERS

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT CYPRESS BEND CONDOMINIUM II ASSOCIATION, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Pompano Beach,
(CITY)

STATE OF Florida, HAS NAMED A. Nunez,
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 1151 N.W. 24th Street,
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Pompano Beach, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE [Signature]
(CORPORATE OFFICER)

TITLE President

DATE January 15, 1980

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE [Signature]
(RESIDENT AGENT)

DATE January 15, 1980

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EXHIBIT L
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

BY-LAWS
OF
CYPRESS BEND CONDOMINIUM II ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of CYPRESS BEND CONDOMINIUM II ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors. The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering Cypress Bend Condominium II located upon a portion of the planned residential development known as "Cypress Bend" which is being developed on the real property described on Exhibit A to the "Declaration of Protective Covenants and Restrictions".

1.1 The office of the Association shall be for the present at 1151 N. W. 24th Street, Pompano Beach, Florida 33067, and thereafter may be located at any place designated by the Board of Directors (the "Board").

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not-For-Profit".

Section 2. Definitions

All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended to the date of recordation of these By-Laws amongst the Public Records of Broward County, Florida, and for clarification certain terms shall have the meanings ascribed to them in the Articles of Incorporation of the Association ("Articles"). All terms defined in the Articles shall be in quotation marks with initial capital letters the first time that each term appears in these By-Laws.

Section 3. Membership in the Association; Members' Meetings;
Voting and Proxies

3.1 The qualification of "Members", the manner of their admission to membership in the Association and the manner of termination of such membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association or such other place in Broward County, Florida, at such time in the month of February as determined by the Board and as designated in the notice of such meeting (the "Annual Members' Meeting") commencing with the year 1982. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members or of "Class Members" (as described in Paragraph E. of Article IV of the Articles) shall be held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the

President or Vice President upon receipt of a written request from one-third (1/3) of all of the Members or, as to any Class Members, upon receipt of a written request from one-third (1/3) of such Class Members.

3.4 A written notice of all meetings of Members (whether the Annual Members' Meeting or special meetings) shall be given to each Member at his last known address as it appears on the books of the Association. Such notice shall be mailed to the said address not less than fourteen (14) days nor more than forty (40) days prior to the date of the meeting. Written notice of a special meeting of the Members shall be mailed not less than ten (10) days nor more than forty (40) days prior to the date of a special meeting. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall state the time and place of the meeting of Members to take place within the State of Florida and the object for which the meeting is called and shall be signed by an officer of the Association. Further, notice of all meetings of Members shall be posted at a conspicuous place on the "Condominium Property" at least fourteen (14) days prior to the meeting. If a meeting of the Membership, either Annual or special, is one which by express provision of the Act or the "Condominium Documents" there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provision of this Section 3.4, then the aforesaid express provision shall govern. Any provisions herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting which waiver shall be in writing and shall set forth the waiver of written notice.

3.5 The Members or the Class Members may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Members or Class Members at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Members or Class Members (as evidenced by written response to be solicited in the notice) shall be binding on the Members or Class Members, as the case may be, provided a quorum of the Members or Class Members submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

3.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A quorum of any meeting of Class Members shall consist of persons entitled to cast a majority of the votes of such Class Members. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which, by express provision of the Act or the Condominium Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Members or Class Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and "Directors" at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the "Declaration" and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than as may be specified in the Act. A Proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership or Class Members, any Member may demand the use of a secret written ballot for the voting on such matter. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 4. Board of Directors; Directors' Meetings

4.1 The form of administration of the Association shall be by a Board of not less than three (3) nor more than nine (9) Directors.

4.2 The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members entitled to vote at an Annual Members' Meeting or special meeting of the Members.

4.3 Subject to Section 4.5 below and the rights of "Developer" as set forth in the Articles and as set forth in Section 4.3(c) below, vacancies on the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director elected by the "Purchaser Members", as provided in the Articles, may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the best interests of the Association. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten (10%) percent of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at which the motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

(b) Purchaser Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Purchaser Members pursuant to Section 4.5(a) above.

(c) A Director on the "First Board" or a Director designated by Developer as provided in the Articles may be removed only by Developer in its sole discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Director on the First Board or designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and Developer shall notify the Board as to any such removal or vacancy, the name of the successor Director and the commencement date for the term of such successor Director.

4.6 The organizational meeting of the newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7 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 Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of Members. Notice of any meeting where "Assessments" against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided otherwise in the Condominium Declaration, Articles or elsewhere herein. If at any meetings of the Board there shall 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 any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11 Directors shall not receive any compensation for their services.

4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times.

4.13 The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committee by the Board.

4.14 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those existing under the Act and the Condominium Documents shall be exercised by the Board. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to, the following:

5.1 Making and collecting Assessments (both "Special Assessments" and "Annual Assessments") against Members to defray the costs of "Common Expenses" and "Recreation Area Expenses". Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Declaration.

5.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Condominium Property and the "Cypress Bend II Recreation Area".

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements on the Condominium Property and the Cypress Bend II Recreation Area.

5.5 Making and amending rules and regulations with respect to the use of the Condominium Property and the Cypress Bend II Recreation Area.

5.6 Approving or disapproving proposed purchasers, lessees and mortgagees of "Apartments" and those acquiring Apartments by gift, devise, inheritance or other transfers in accordance with the provisions set forth in the Declaration.

5.7 Enforcing by legal means the provisions of the Condominium Documents and the applicable provisions of the Act.

5.8 Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records,

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enforcement of rules and maintenance, repair and replacement of Common Elements and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

5.9 Paying taxes and assessments which are or may become liens against the "Common Elements", Apartments and other property owned by the Association, if any, and assessing the same against Apartments which are or may become subject to such liens.

5.10 Purchasing and carrying insurance for the protection of "Apartment Owners" and the Association against casualty and liability in accordance with the "Act" and the Condominium Documents.

5.11 Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and the Cypress Bend II Recreation Area and not billed directly to owners of individual Apartments.

5.12 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President, who shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board and the Members.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board, the Members and Class Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the

Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall otherwise assist the Treasurer.

6.6 Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association or preclude the contracting with a Director or an officer for the management of all of any portion of the Condominium Property or the Cypress Bend II Recreation Area.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to the Members or their authorized representatives. Such records shall include: (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment Owner, the amount of each Assessment charged to the Apartment, the amounts and due dates for each Assessment, the amounts paid upon the account and the balance due; and (c) an account indicating the Common Expenses and Recreation Area Expenses allocated under the budget of the Association ("Budget") and the expenses of each kind actually incurred during the course of the fiscal year.

7.2 (a) The Board shall adopt a Budget for the Common Expenses and Recreation Area Expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two (2) weeks of November of every calendar year. Prior to the Budget Meeting a proposed budget shall be prepared by or on behalf of the Board and shall include, but not be limited to, the following items, if applicable:

- (i) Administration of the Association
- (ii) Insurance and Bonding Fees
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Association Property
- (vii) Taxes upon leased areas
- (viii) Security provisions
- (ix) Other expenses
- (x) Operating Capital
- (xi) Reserves
- (xii) Security
- (xiii) Fees Payable to the Division of Florida Land Sales and Condominiums

Copies of the proposed Budget prepared prior to the Budget Meeting and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association on or before thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members.

(b) The Board shall include in any proposed Budget a sum of money as an Assessment for a reserve account for capital expenditures and deferred maintenance in accordance with the Act. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Members may decide, by a two-thirds (2/3rds) vote taken at any duly called meeting of the Association, to provide no reserves or reserves less than adequate than provided in this subparagraph (b).

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses and Recreation Area Expenses which cover more than a calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; (v) expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such expenses is received. Notwithstanding the foregoing, "Annual Assessments" (as hereinafter defined), shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. Accounting records shall be maintained by the Association and shall conform to generally accepted accounting standards and principles.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(e) An audit of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report of such audit shall be furnished in accordance with the Act to each Member not later than the first day of March of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

(f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses or Recreation Area Expenses not included in the Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater expenses than income from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board as otherwise provided in the Condominium Declaration.

7.3 Until the provisions of Section 718.112(2)(f) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments for the Members in the preceding year are declared invalid by the Courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against all the Members generally or against any Class Members of an amount not greater than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed 115% of such Assessments for the Membership or Class Members for the preceding year (the "Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the "Excluded Expenses") as follows:

(i) Reserves for repair or replacement of any portion of the Condominium Property or the Cypress Bend II Recreation Area;

(ii) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and

(iii) Assessments for betterments to the Condominium Property or the Cypress Bend II Recreation Area.

(b) Should the Excess Assessment be adopted by the Board prior to the "Majority Election Meeting", as defined in the Articles, then a special meeting of the Membership (if all Members are affected by the Excess Assessment) or of the particular Class Members (if only they are affected by the Excess Assessment; such Members or Class Members, as the case may be, are hereinafter referred to as the "Affected Members") shall be called by the Board which shall be held within twenty (20) days after the Budget Meeting upon written notice to each Affected Member sent not less than ten (10) days prior to such special meeting. Notwithstanding the calling of such special meeting, the Budget shall be deemed approved by all Members other than the Affected Members. At said special meeting the Excess Assessment shall be presented for approval by the Affected Members. If, at said special meeting of the Affected Members, a majority of the Affected Members shall approve the Excess Assessment, then the Budget adopted by the Board shall be the final Budget. If, at said special meeting of the Affected Members, a majority of the Affected Members shall not approve the Excess Assessment, then the Board shall reconvene at a special meeting so as to reduce the items of anticipated expenses in the Budget, other than the Excluded Expenses, in an amount necessary so that the Budget adopted by the Board will not contain an amount for an Excess Assessment.

(c) Should the Excess Assessment be adopted by the Board after the Majority Election Meeting, then upon written application requesting a special meeting signed by ten (10%) percent or more of the Affected Members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Affected Member, but within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Affected Members may consider and enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the Affected Members. If a revised Budget is enacted at

said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at the special meeting, then the Budget originally adopted by the Board shall be the final Budget as to the Affected Members. If no written application is delivered as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

7.4 Allocation of Common Expenses and Recreation Area Expenses; Determination of Annual Assessment

(a) The Budget constitutes an estimate of the expenses of the Association. Subsequent to the period of time when Assessments for Common Expenses and Recreation Area Expenses are guaranteed by the Developer and which is defined in the Declaration as the "Guarantee Period", this estimate of the portion of the expenses of the Association constituting Common Expenses shall be multiplied by the percentage share in Common Expenses assigned to each Apartment and the result added to the "Individual Apartment Assessment" for Recreation Area Expenses described in the Declaration. The resulting total shall constitute the "Annual Assessment" for such Apartment. Recreation Area Expenses shall be allocated equally to each Apartment.

(b) Notwithstanding the allocation to each Apartment of its Annual Assessment, an Apartment Owner shall also be liable for any special Assessments levied by the Board against his Apartment as provided in the Declaration. The Association shall collect Annual and special Assessments from an Apartment Owner in the manner set forth in the Declaration.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium and the Cypress Bend II Recreation Area at any meeting of the Board; provided such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Apartment Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Articles, these By-Laws, a Condominium Declaration or the Act. In the event of a conflict, the provisions of the Condominium Documents and the Act shall govern.

Section 10. Amendments of the By-Laws

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

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10.2 An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any "Approved Mortgagee", as defined in a Condominium Declaration, the validity of the mortgage held by such Approved Mortgagee or any of the rights of Developer.

CYPRESS BEND CONDOMINIUM II ASSO-
CIATION, INC.

By: Richard J. Levy

Attest: [Signature]

(SEAL)

EXHIBIT M
TO
DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM II

Guaranteed Assessments

The following amounts are the "Guaranteed Assessments" as provided for in Article XVII C.6. of the Declaration of Condominium of Cypress Bend Condominium II. These amounts are for the combined Common Expenses and Recreation Area Expenses. The Apartments which correspond to each Apartment Type shown below are set forth on Exhibit D to this Declaration.

PHASE	APARTMENT TYPE	QUARTERLY AMOUNT PER APARTMENT	
		1980	1981
1 and 2	Type A	\$221.49	\$254.71
	Type B	229.93	264.42
	Type C	229.93	264.42
3	Type A	222.63	256.02
	Type B	239.90	275.88
	Type C	239.90	275.88
	Type D	231.82	266.59
4, 5 and 6	Type A	235.97	271.36
	Type B	247.44	284.55
	Type C	247.44	284.55

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

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