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## **RULES AND REGULATIONS FOR CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM ASSOCIATION, INC.**

### **I. GENERAL RULES AND REGULATIONS**

The definitions contained in the Declaration of Condominium of Cypress Pointe at Coral Springs, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations.

1. The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the Building(s) and the other portions of the Condominium Property.
2. The exterior of the Dwelling Units and all other areas appurtenant to a Dwelling Unit shall not be painted, decorated or modified by any Dwelling Unit Owner in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. All draperies, curtains shades or other window or door coverings installed within a Dwelling Unit which are visible from the exterior of the Dwelling Unit or other portions of the Condominium Property shall have a white or beige backing unless otherwise approved in writing by the Board.
3. No article shall be hung or shaken from the doors, window, Patios or Balconies of the Dwelling Units or placed upon the outside window sills of the Dwelling Units without the prior consent of the Board. Flags may be displayed, but only in accordance with Section 718.133(4) of the Act.
4. No personal articles shall be allowed to stand on any portion of the Common Elements, other than Patios or Balconies.

5. No Dwelling Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Dwelling Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Dwelling Unit Owners.
6. Each Dwelling Unit Owner shall keep his Dwelling Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof, or from any Patio or Balcony, any dirt or other substance.
7. Each Dwelling Unit Owner who plans to be absent from his Dwelling Unit during the hurricane season must prepare his Dwelling Unit prior to his departure by:
  - (a) Removing all furniture, potted plants and other movable objects from his Patio or Balcony, if any; and
  - (b) Designating a responsible firm or individual satisfactory to the Association to care for his Dwelling Unit should the Dwelling Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
8. No rubbish, trash, garbage, refuse or other waste material shall be kept or permitted on the Condominium Property, except in sanitary, self-locking containers stored inside a Dwelling Unit and kept in a clean and sanitary condition, and no odor shall be permitted to arise there from so as to render the Condominium Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Dwelling Unit Owners or to any other property in the vicinity thereof or to its occupants. All garbage, trash, refuse or rubbish shall be properly contained and placed for collection. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from within the Condominium Property. No dead plants shall be kept on any Patio or Balcony. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Condominium Property (except when accumulated during renovation by Developer, during construction approved by the Association, or when accumulated by the Association for imminent pick-up and discard).
9. Water closets and other water apparatus in the Dwelling Units or in the clubhouse shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Dwelling Unit Owner responsible for same.
10. No Dwelling Unit Owner shall request or cause any employee or agent of the Association to do any private business of the Dwelling Unit Owner, except as shall have been approved in writing by the Association.
11. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Dwelling Unit at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made

by prearrangement with the Dwelling Unit Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case access is deemed permitted regardless of the hour.

12. No vehicle or other possessions belonging to a Dwelling Unit Owner or to a member of the family or guest, employee, customer, invitee or lessee of a Dwelling Unit Owner shall be positioned in such manner as to impede or prevent ready access to another Dwelling Unit Owner's Parking Space or driveway. The Dwelling Unit Owners, their family members, guests, invitees, employees, customer, and lessees will obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Dwelling Unit Owners.
13. Except in an emergency, a Dwelling Unit Owner shall not use or permit the blowing of any horn from any vehicle of which he, his family members, guests, invitees, employees or lessees shall be occupants.
14. No Dwelling Unit Owner shall use or permit to be brought into the Dwelling Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a Patio or Balcony, if any.
15. No Dwelling Unit Owner shall be allowed to put his name or street address on any portion of his Dwelling Unit, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.
16. The Association may retain a passkey to each Dwelling Unit. If a Dwelling Unit Owner alters any lock or installs a new lock on any door leading into his Dwelling Unit, such Dwelling Unit Owner shall provide the Association with a key for the use of the Association and the Board.
17. Any Damage to the Condominium Property or equipment of the Association caused by any Dwelling Unit Owner, family member, guest, employee, customer, invitee or lessee shall be repaired or replaced at the expense of such Dwelling Unit Owner.
18. Each Dwelling Unit Owner shall be held responsible for the actions of his family members, guests, employees, customers, invitees and lessees.
19. The number of persons occupying a Dwelling Unit shall not exceed two (2) persons per bedroom in total. Occupancy is defined to mean staying overnight in a Dwelling Unit more than thirty (30) days in a six (6)-month period.
20. Food and beverage may not be prepared or consumed, except in the Dwelling Unit or on a Patio or Balcony or in such other areas as may from time to time be designated by the Board.

21. Complaints regarding the management of the Condominium Property or regarding actions of other Dwelling Unit Owners shall be made in writing to the Association.
22. A Dwelling Unit Owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Dwelling Unit so as to be visible from the Common Elements or any public way.
23. Dwelling Unit Owners may keep, whether temporarily or permanently, no more than a total of (2) domestic pets, limited to dog or dogs of gentle disposition and/or a cat or cats, in their Dwelling Units, together with the usual domestic birds in cages and fish in tanks. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Dwelling Unit. No pet shall be kept tied outside a Dwelling Unit or on any Patio or Balcony, unless someone is present in the adjacent Dwelling Unit. No dogs will be curbed in any landscaped area or close to any walk or Patio, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Dwelling Unit Owner shall immediately pick up and remove any solid animal waste deposited by his pet. A Dwelling Unit shall be liable for any damage to any portion of the Condominium Property caused by his or her pet, including, but not limited to, damage to the Buildings, the grounds, elevators, flooring, walls, trim, finish, tiles, carpeting and stairs. A Dwelling Unit Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Dwelling Unit Owners by barking or otherwise, the Dwelling Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Dwelling Unit Owner, upon three (3) days' written Notice and hearing by



the Association, will be required to permanently remove the animal from the Condominium Property.

24. No clothesline or other similar device shall be allowed on any portion of the Common Elements.
25. No boats, boat trailers, recreational vehicles, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go-carts, motor bikes or other motor vehicles, other than four-wheel passenger automobiles and other four-wheel passenger vehicles and certain motorcycles which may be determined acceptable by the Board, shall be placed, parked or stored within the Condominium Property, provided, however, any vehicle kept on the Condominium Property must be able to fit within a Parking Space or garage, when applicable. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. The Association shall have the right to authorize the towing away of any vehicle in violation of these Rules and Regulation with costs to be borne by the owner of the vehicle or by the violator.
26. A Dwelling Unit Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the Building and the design of any of such items which have been previously installed at the time Board approval is requested. Board approval, however does not and shall not be construed to constitute approval or conformance with the County or city building codes. It shall be the responsibility of each Dwelling Unit Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.
27. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Dwelling Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.
28. A Dwelling Unit Owner shall not install any floor covering in the Dwelling Unit other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Dwelling Unit which does not have another Dwelling Unit below it, without the prior written approval of the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If Dwelling Unit Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Dwelling Unit Owner to remove the alternate floor covering.
29. ALL PERSONS USING THE POOLS AND ANY OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWNER RISK.

30. The swimming pools and spa may be used during the hours from DAWN a.m. to DUSK p.m. only.
31. Glass bottles or glass containers shall not be permitted in the pool areas.
32. The pools and pool decks are to be left in clean condition for the mutual benefit of all.
33. Chairs, tables and lounges in the pool areas may not be taken to any other areas.
34. Dwelling Unit Owners shall notify the Association of their intention to install satellite dishes/antennae prior to any such installation on a notification form obtained from the Association. Such installation shall be performed pursuant to guidelines and restrictions promulgated by the Association, copies of which may be obtained from the Association.
35. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offence (1<sup>st</sup> Notice)

When the Association becomes aware of noncompliance of the rule or regulation by a Dwelling Unit Owner, family member, guest, employee, customer, invitee or lessee, it shall send a certified letter to the Dwelling Unit Owner advising him of the rule which he has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offence.

(b) Second Offense (2<sup>nd</sup> Notice)

If a second report is made that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Dwelling Unit Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Dwelling Unit owner by certified mail.

(c) Third Offense (3<sup>rd</sup> Notice)

If a third report is made that a violation has been repeated or has continued beyond the time specified within the second notice, the Dwelling Unit Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be

levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) Exemptions

Any Dwelling Unit Owner may appear before the Association to seek an exemption from a variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

36. A Dwelling Unit Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Dwelling Unit Owners shall be responsible to pay all court costs and Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following schedule of fees for such circumstances:

- (a) Fifty Dollars (\$50) for a warning letter to a Dwelling Unit Owner that he is delinquent in the payment of his Assessments;
- (b) One Hundred Dollars (\$100) for a Claim of Lien, plus recording costs of \$6.00, and sending of Notice of Intention to Foreclose;
- (c) Fifty Dollars (\$50) for any subsequent Claims of Lien, plus recording costs of \$6.00;
- (d) Fifty Dollars (\$50) for a Satisfaction of Lien, plus recording costs of \$6.00; and
- (e) Any further action would require an hourly computation of attorney and paralegal time spent pursuing collection of such unpaid Assessments.

37. Before levying a fine against a Dwelling Unit Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

- (a) Afford the Dwelling Unit Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Dwelling Unit Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:
  - i. A statement of the date, time and place of hearing;
  - ii. A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
  - iii. A short and plain statement of the matters asserted by the Association.

- (b) Provide an opportunity to the Dwelling Unit Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association.

If the Committee does not agree with the fine, the fine may not be levied.

- 38. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.
- 39. The Dwelling Unit Owners should refer to the Occupancy and Use Restrictions contained in Article 15 of the Declaration which are binding upon all Dwelling Unit Owners.
- 40. These Rules and Regulations may be modified, added to or repealed at any time by the Association.
- 41. Notice of meetings of the Dwelling Unit Owners and the Board shall be posted at each mail kiosk at least fourteen (14) continuous days preceding such meeting.
- 42. With regard to meetings of the Board and meetings of the Members (collectively referred to herein as "Meetings"), the following rule shall apply:

(a) THE RIGHT OF DWELLING UNIT OWNERS TO SPEAK AT MEETINGS

A Dwelling Unit Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

- 1. The Dwelling Unit Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Dwelling Unit Owner has spoken.
- 2. The Dwelling Unit Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Dwelling Unit Owner.
- 3. The Dwelling Unit Owner may speak only on matters specifically designated on the agenda.
- 4. The Dwelling Unit Owner may speak only once at a Meeting.

(b) THE RIGHT OF DWELLING UNIT OWNERS TO TAPE RECORD OR VIDEOTAPE MEETINGS

A Dwelling Unit Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

1. The audio and/or video equipment and device must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
2. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Dwelling Unit Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.
3. The Dwelling Unit Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

## **II. GENERAL RULES AND REGULATIONS GOVERNING USE OF COMMON AREAS AND RECREATIONAL AREAS**

### **1. RESPONSIBILITY:**

1. With respect to the use of Common Areas and Recreational Areas; an Owner shall be held responsible for the actions and conduct of his/her family member(s), guest(s), invitee(s) and tenant(s). Decorum, good conduct and safety shall be observed and shall be strictly enforced.
2. Any damage to Association Property, including the Recreational Areas or equipment therein, which is caused by an owner(s) or family member(s), guest(s), invitee(s) or tenant(s) of the Owner shall be repaired or replaced at the expense of the Owner.
3. The use of the Recreational Areas by person(s) other than the Owner(s) or the family member(s), guest(s), invitee(s) or tenant(s) of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
4. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreational Areas regardless of where such property is kept, checked, left or stored on the premises.
5. All parents and guardians are asked to be responsible for their own children and see that they abide by the Community Rules and Regulations. Specific attention should be given to preventing children from playing in or around entryways, trash

receptacles, parking areas, open water areas and the conservation area. An adult resident must supervise young children at all times. Toys, bicycles, etc. should be stored in your apartment, not outside or on common areas. Unattended articles will be subject to removal and disposal by Management at Management's discretion. At times it may become necessary for a Cypress Pointe representative to advise children of their misbehavior or possible unsafe situation when a supervising adult is not present. This may include a request for that child to leave the area. Parents are to advise their children that such requests should be adhered to and that verbal abuse or the refusal to comply with such requests will not be tolerated.

## **2. GENERAL USE RESTRICTIONS:**

1. The Recreational Areas shall be solely for the use of the Owner and his/her family member(s), guest(s), invitee(s), or tenant(s), subject to the provisions of the Association Documents.
2. A responsible adult must accompany children under sixteen (16).
3. Pets shall not be permitted in the Recreational Areas. All dogs must be on a leash. Pet owners are responsible to pick up after their pets.
4. The walkways and entrances of the Recreational Areas and facilities shall not be obstructed or used for any purpose other than ingress and egress.

## **3. CLEANLINESS:**

1. It is prohibited to litter or cause debris to be put in any of the Common Areas or Recreational Areas. Owners, their family member(s), guest(s), invitee(s) and tenant(s) shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Association Property.
2. No personal items shall be allowed to stand overnight in any of the Common Areas.
3. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within the Common Areas, Recreational Areas, patio(s) or entryway(s).

### **a. RULES AND REGULATIONS FOR THE CLUBHOUSE**

1. Clubhouse use is from 8:30 AM until 5:00.

2. A responsible adult must accompany children under the age of eighteen (18). Residents assume full responsibility for their guests/children and are expected to inform them of all rules, procedures, etc., that apply. Damage to furniture or any property is the financial responsibility of person(s) or person causing the damage. Residents are responsible for damage caused by their guests.
3. The Clubhouse shall not be used at anytime for religious services by any sect, cult or group with the following exception: In the spirit of respect and togetherness, a lighted Chanukah Menorah and a Christmas tree may be displayed in the Clubhouse during the Holiday Season.
4. Proper attire is required in the Clubhouse. Cover-ups, shirts, shorts and shoes are required at all times.
5. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
6. No profane, immoral, offensive or unlawful use shall be made of the Clubhouse. All laws and regulations of all applicable government entities shall be strictly enforced.
7. The kitchen facilities are to be used only for in-house parties or organized activities sponsored by the Association.
8. Smoking is not permitted in the Clubhouse.
9. No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards. The onsite management office must issue permission before notices are posted.

Use of the Clubhouse shall be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to, those concerning the "General Use of Common Areas and Recreational Area".

**b. RULES AND REGULATIONS FOR THE EXERCISE ROOM**

1. USER ASSUMES ALL RESPONSIBILITIES. PERSONS USING THE EQUIPMENT **DO SO AT THEIR OWN RISK.**
2. No person under the age of eighteen (18) may use the exercise room.
3. No children are allowed in the exercise room while adult utilizes equipment.  
(Children can stay in the Kiddy room during adults work outs.)
4. Towels are required by individuals using equipment.

5. Proper exercise attire is required including: walking shoes or sneakers.
6. Exercise equipment is to be reserved for thirty (30) minute intervals.
7. Exercise clothes are to be changed in restrooms, not in exercise room.
8. Do not allow anyone access to the exercise room with your key, as you will become responsible for what happens in the room. Your key will be on the record of entrance.
9. Owner(s)/Tenant(s) are only allowed to bring two (2) guest(s) and must be present or accompany their guest(s) at all time.

**c. RULES AND REGULATIONS FOR BASKETBALL COURT**

1. A responsible adult must accompany children under fourteen (14).
2. Do not play on wet court.
3. Proper attire shires, shoes and cover-ups are required.
4. Court must be left in clean condition.
5. Hours of operation are from dawn to dusk.
6. No bicycle riding, roller skating, roller blading or skateboarding is allowed.

**d. RULES AND REGULATIONS FOR THE SWIMMING POOL AND SPA**

**POOL AND SPA AREA USAGE:**

1. No one under the age of sixteen (16) is allowed in the spa.
2. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL AND SPA DO SO AT THEIR OWN RISK. The association and the Board of Directors assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of, or in connection with, the use of the pool/spa and/or the pool/spa deck area. Persons using the pool/spa or pool/spa deck area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool/spa area.
3. Pool hours are from Dawn to Dusk.



4. ANYONE WITH HIGH BLOOD PRESSURE, HEART CONDITIONS OR OTHER SERIOUS MEDICAL PROBLEMS SHOULD NOT USE THE SPA. UNSAFE FOR INFANT(S) AND SMALL CHILDREN, SHOULD NOT USE THE SPA, SERIOUS MEDICAL PROBLEMS CAN ACCURE FROM OVER HEATING.
5. Child safety and 'noodle' type floatation devices are permitted in the pool area. Any other type floatation devices, rafts, etc., are NOT permitted in the pool/spa area.
6. Pool, Spa, Tiki Bar area(s) are first come first serve. No reservations are allowed in these area(s) for parties, diners, etc.
7. Owner(s)/Tenant(s) are only allowed twelve (12) guest(s), at any one time, at the pool/spa and/or pool/spa deck area and must be present or accompany their guest at all times.

#### **CODE OF CONDUCT FOR THE POOL/SPA AREA:**

1. No intoxicated person(s) shall be permitted in the pool/spa or pool/spa deck area.
2. Return all pool area item(s) (chairs, tables, etc.) to their proper position when exiting the pool area. Place all trash in proper receptacles. Cigarette butts and ashes must be placed in ash can(s).
3. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins, and other play equipment shall be permitted in the pool/spa or pool/spa deck area. No water guns or other toys are permitted in the pool/spa or on the pool/spa deck area(s).
4. No dunking, running, pushing, rough play, diving or jumping in the pool/spa and pool/spa deck area shall be permitted.
5. No profane language shall be permitted in the pool/spa area.
6. No nude swimming shall be allowed at any age.
7. No radios, tape, laptops or CD players or portable televisions shall be permitted to make noise/music in the pool/spa deck area without the use of headphones.
8. Smoking is permitted in the smoking area(s) designated within the gated pool/spa areas.

9. Stairs and ladders are to be used for entering and exiting the pool only. No sitting on stairs or ladders is permitted at any time.

## **HEALTH AND SAFETY CONSIDERATIONS:**

1. All users shall shower before entering the pool/spa.
2. No soaps or shampoos shall be used at the pool side shower.
3. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not be allowed to use the pool/spa.
4. No glass containers or other breakable objects shall be permitted in the gated pool/spa deck area.
5. All belongings shall be removed when the owner(s), tenant(s) or their guest(s) are leaving the pool/spa area. The Association and its Board shall not be responsible for any belongings lost or stolen.
6. All rubbish, garbage, trash, refuse or other waste materials shall be picked up and placed in containers around the pool/spa area provided for this purpose or removed from the pool/spa area.
7. A three (3') ft. walking area shall be maintained around the pool and spa at all times. Additionally, walking areas around the pool or spa shall not be otherwise blocked.
8. In accordance with health department regulations, no animals are permitted in the pool/spa or on/in the gated pool deck area.
9. Safety equipment is to be used for rescue only.
10. **INCONTINENT PERSONS AND CHILDREN OF DIAPER AGE ARE NOT PERMITTED IN THE POOL/SPA. KIDDIE POOLS ARE TO BE USED. THE RESPONSIBLE PARTY WILL PAY THE EXPENSES OF DRAINING AND SANITIZING SHOULD AN ACCIDENT OCCUR. ADDITIONAL FINES MAY APPLY.**
11. Eating is permitted in designated area only. Use garbage cans for trash. Keep area clean. Do not leave trash or personal effects at pool/spa area.

## **USE OF POOL FURNITURE AND EQUIPMENT:**

1. Pool furniture shall not be removed from the pool/spa area.

2. Chairs shall be carried and not dragged from one location to another.
3. Pool furniture shall not be reserved for anyone 'not' in the pool/spa area.
4. Pool furniture and equipment shall not be modified, altered or changed in any manner.
5. Towels shall be placed on pool furniture when in use.

Use of the pool/spa area shall be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Common Areas and Recreational Areas".

### **III. RULES AND REGULATIONS FOR VEHICLES AND PARKING**

1. All vehicle(s) must be registered with the management office. Owner(s)/Tenant(s) whom are named on the deed certificate or approved lease will be given a Cypress Pointe parking sticker to be affixed to the passenger side of their vehicle windshield. This sticker(s) are non-transferable. If you purchase/lease a new vehicle please come into the office to get a new sticker. Owner(s)/Tenant(s) will have to get Temporary Parking passes for their guest(s). Valid from 7 – 14 days. **ANY/ALL VEHICLE(S) WHICH DOES NOT DISPLAY EITHER CP PARKING STICKER OR TEMP PASS ON WINDSHIELD/DASH WILL BE STICKERED AND TOWED AT THE OWNERS EXPENSE.**
2. Commercial and lettered/numbered vehicles, trailers, mobile homes and recreational vehicles or boats are not allowed to be stored and parked on the property.
3. No vehicle will be allowed to park in front of a garage door at any time except were the unit has an extended driveway(s). Vehicle must fit in driveway, not to extend past finger curb.
4. No vehicle maintenance shall be done at any time in or about the property other than an immediate repair such as changing a flat tire or battery, in order to make the vehicle operational for removal.
5. Each two and three bedroom unit will be allowed to use two (2) parking space(s). One of which is in the garage. Each one bedroom unit has been provided 1.5 parking spaces so the maximum allowable vehicles for each unit will be two (2). One of which is an assigned space. No unit will have a designated guest spot. These spaces are first come first serve.
6. At no time are vehicles allowed to park on the sidewalk(s) or lawn. Resident(s) are to park in parking spaces only. Parking is not allowed in front or on side of building or at

the end of a garage, with the exception of an extended driveway. This applies to moving truck(s), POD(s) and U-hall(s) that have been hired or rented by unit owner(s)/tenant(s). It is unit owner(s)/tenant(s) responsibility to inform contractors of these restrictions.

7. Car washing, waxing and detailing must be done in the designated car wash area only. Using building faucets for these purposes is strictly prohibited. Please do not park at the car wash area at any time, residents use this facility at all hours.
8. A vehicle not in daily use, such as a vehicle for sale or show, must be parked in open spots that are not often used by residents. In addition, these vehicles must be driven periodically so as they are not classified as abandoned.
9. Loud music and base sound from vehicle(s) will not be tolerated on the property.
10. Vehicle(s) in inoperable condition, i.e. flat tire, wrecked/damaged or on blocks, abandoned or without current/expired license plate(s) are not acceptable and will be towed at owner(s) expense.
11. Any vehicle parked anywhere on site other than a parking space will be towed at owner(s) expense. This includes in another unit(s) designated parking space, behind another vehicle, outside the boundaries of a single designated space, in a handicapped spot when not approved or showing a handicapped permit, at curbs and in such a way as to block the entry or use of any amenity.

Any violation of the foregoing rules will subject the vehicle to being towed away in a lawful manor and stored without notice at the owner's expense. Cypress Pointe will not be liable for any damages arising as a result of towing. You agree to indemnify and hold harmless for any claims by you or your guest(s) for the towing of said vehicle(s), caused by the violation of any of these rules. It is your responsibility to advise your guests of these rules.

#### **IV. RULES AND REGULATIONS FOR OCCUPANCY AND USE RESTRICTIONS**

##### **A. DWELLING UNIT USE:**

1. The Dwelling Unit shall be used for single-family residences only. No separate part of the Dwelling Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes.
2. No subletting of any portion of Dwelling Unit is allowed.
3. No trade, business, profession or any other type of commercial activity shall be carried on in the Dwelling Unit which requires contact at the Dwelling Unit with costumers or clientele of the Dwelling Unit Owner.

4. Dwelling Unit is not allowed to be used as a storage/shipping facility for commercial/business activities. I.e. large, obtrusive, or multiple packages left outside of unit (i.e. patio or entryway) for pick-up or being left as a delivery.
5. No Dwelling Unit may be rented for a term of less than three (3) months.
6. No Dwelling Unit may be rented more than twice in any twelve (12) month period.
7. The Dwelling Unit shall be occupied only by the person(s) named on the Lease. Lessee(s) agree not to permit any person not named on the Lease to occupy the Dwelling Unit for more than fourteen (14) successive days and nights or twenty-one (21) days during any twelve (12) month period during the term of said Lease. Anything over this time period is considered living on site part time and person(s) in question must go through the screening process for Association approval.
8. **CRIME-FREE HOUSING CLAUSE:** Neither an Owner, any member of an Owner's household, any occupant, tenant/lessee(s), guest or invitee, or any other person under Owner's control, shall engage in or facilitate criminal activity on or near the Dwelling Unit and surrounding Community, including, but not limited to, violent activity or drug-related activity, permit the Dwelling Unit to be used for, or facilitate, criminal activity, including, but not limited to, violent activity or drug-related activity. "Violent activity" means any activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another. "Drug-related activity" means the illegal manufacture, sales, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act.)
9. Unit Owner(s), any member of an Owner's household, any occupant, tenant/lessee(s), guest or invitee, or any other person under Owner's control shall not engage in any illegal activity including prostitution, criminal street gang activity, threats or intimidation, assault, the unlawful possession or discharge of firearms or illegal weapons on or near the Dwelling Unit or Association Property
10. Any Dwelling Unit which either makes their unit available for rental purposes or for sale may have a lock box for their unit but this must be placed at the front mail kiosk on the stainless steel bar provided on the West interior side of the building. Lock boxes are not allowed on the front door hardware, stair railing(s), light fixtures or landscaping. Any lock box placed within the property other than where specified will be cut and placed in a box at the management office. The Association will not be responsible for the cost/replacement cost of cut lock box(s).

11. Once a Dwelling Unit is rented and/or is for the sole purpose/use as an "Investment Property", the Dwelling Unit Owner(s), their family member(s), guest(s) and invitee(s) forfeits their rights to access and/or use the Association's recreational facilities (I.e. Gym, Pool Areas, Business Center, Clubhouse, etc.). Access to and the use of the Association's facilities are for the sole use of the tenant(s), their family member(s), guest(s) and invitee(s) only, as explained and per the Rules and Regulations of the Association.
12. A reset fee of \$35.00 will be charged in the event that a member of the Management staff is requested, after business hours, to come on site to reset the Master Breaker of a Unit due to the disconnection of a Dwelling Unit's electrical service. This amount is to be in the form of Cash or Cashier's check/Money order, paid to the Management staff member, at the time of their arrival on the property. Any resident whom wants to avoid a reset fee will need to contact the Management office the following business morning (8:30 am) to request the reset of the Master Breaker.

#### B. NUISANCE:

1. A Dwelling Unit Owner shall not permit or suffer anything to be done or kept in his Dwelling Unit which will either obstruct or interfere with the rights of other Dwelling Unit Owners or the Association or annoy other Dwelling Unit Owners by unreasonable noises or otherwise. Resident(s) and their guest(s) shall not commit or permit any nuisance or illegal act(s) in Dwelling Unit or on the Common Element(s).

#### C. SIGN(S):

1. A Dwelling Unit Owner shall not show any sign(s), advertisement or notice of any type on the Common Elements or in or upon his Dwelling Unit which is visible from any public way.

#### D. ANIMAL(S):

1. Pets are allowed with the exception of exotic pet(s) or any animal of any kind which has venom or poisonous defense or capture mechanisms. Absolutely, with NO exceptions, are PIT BULL(s), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds permitted on any portion of the Condominium Property. (Including American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds.)
2. All pets must be kept on a leash when outside the Dwelling Unit.

3. All pets must be registered at the front office and have a picture on file.
4. All Dwelling Unit Owners/Tenants must pick up and remove any solid animal waste deposited by their animal.
5. No animal shall be kept on patio or tied up outside unattended.

#### E. CLOTHESLINES:

1. No clothesline or other similar device for hanging/drying of clothes or similar items shall be allowed in any portion of the Common Element or on/in the front entry area, railing(s) or patio(s).

#### F. PATIO:

1. Patio furniture, live plants, etc. are allowed on the patio.
2. No storage of items (boxes, toys, interior furniture items, etc.) are to be left on patio.
3. No trash or garbage (bags, bottles, cans, etc.) are to be left on patio.

#### G. FRONT ENTRY AREA: (REVISED JANUARY 21, 2007)

1. The front entrance area to each unit is a limited common area and as such may contain no more than one (1) plant and one (1) item no larger than 3 ft. long by 2 ft. wide and no higher than 3 ft. tall. Neither plant(s)/item(s) can interfere with the access to/from the unit.

#### H. WINDOW DÉCOR/TREATMENTS:

1. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window coverings, which if visible from the exterior of the Dwelling Unit shall have a white or beige backing, unless otherwise approved in writing by the Board.
2. No newspaper, aluminum foil, sheets or other temporary window treatments are allowed.

#### I. SATELLITE DISH(S) & ANTENNA:

1. No television, radio or other electronic towers, aerials, antennae, or other device of any type shall be erected, constructed, placed or permitted to remain on any portion of the Condominium Property.
2. Satellite Dish(s) are allowed ONLY on the interior part of the Dwelling Unit Patio.
3. No Satellite Dish(s) or wiring is allowed on any portion of the exterior of the Dwelling Unit or Building.

#### J. GARBAGE AND TRASH:

1. All trash, garbage, refuse or rubbish shall be placed in the Compactor/Dumpster container located at the entry of this community. (DO NOT LEAVE GARBAGE ON THE GROUND OR AROUND CONTAINER.)
2. Compactor/Dumpster container is for daily/regular household trash ONLY.
3. No bulk items are to be left either on the Condominium Property or at the Compactor/Dumpster area. All Dwelling Unit Owners/Tenants must remove all bulk items (furniture, construction debris, etc.) from the Association's property themselves at their own expense.
4. No household trash, garbage, refuse or rubbish shall be left around Dwelling Unit (Entry area, patio, etc.) or at (Doggy Poop Station receptacles, Mail Kiosk receptacles or Picnic area garbage receptacles.)
5. All cardboard boxes must be broken down and placed within the recycling area.

#### K. VEHICLES:

1. No boats, boat trailers, recreational vehicles or commercial vehicles will be allowed to be kept on Condominium Property.
2. No vehicle which does not fit within a parking space or a garage with the garage door closed shall be allowed to be kept on the Condominium Property.
3. ALL vehicles (whether parked in a parking space or garage) must either have a Cypress Pointe parking sticker affixed to their vehicles windshield, passenger side, or a temporary parking pass on the dash, which is available at the management office. ANY vehicle which has not been registered and has not affixed parking pass or temporary pass on dash will be stickered and after 48 hours be towed at the vehicle owner(s) expense.



#### L. MOTORCYCLES:

1. Motorcycles are not allowed on the property. If you have registered your motorcycle with the management office prior to the January 18, 2006 Board Meeting you will be exempt from the rule for the duration of the time you have your current motorcycle. Motorcycles are to be walked into the community, not ridden, with the engine off.

#### M. GARAGE IS NOT TO BE USED EXCEPT FOR VEHICLE PARKING:

1. This is a violation of the Declaration of Condominium of Cypress Pointe at Coral Springs, Sec. 15.12, which states, "No portion of a garage originally intended for the parking of an automobile shall be converted to other use such as living area, storage area, workshop, recreation room or business use."

#### N. POOL RULES: (REVISED JULY 15, 2006)

1. Only child safety flotation devices and noodle type flotation devices are allowed in the pool.

#### O. MOVING TIMES: (REVISED FEBRUARY 21, 2009)

<b>Monday – Friday</b>	<b>9:00 am – 7:00 pm</b>
<b>Saturday</b>	<b>10:00 am – 7:00 pm</b>
<b>Sunday</b>	<b>11:00 am – 6:00 pm</b>

All moving trucks/PODS are only allowed to stay on property 48 hours. Any time after 48 hours, moving truck(s)/POD will be stickered and towed at the owner's expense.

#### P. HOUSEHOLD REMODELING HOURS:

Monday – Saturday 10:00 am – 6:00 pm

**NO SUNDAYS**

This is a City of Coral Springs Ordinance.

#### Q. HURRICANE SHUTTERS:

1. All hurricane shutters/panels must be removed within 10 days of the expiration of hurricane warning for which they were installed. As you know these panels pose a safety hazard for the resident as well as emergency response teams if it should be necessary to handle an emergency on our property.

**TAILGATING ANOTHER VEHICLE THRU THE GATE(S) ONTO THE PROPERTY IS  
NOT ALLOWED OR TOLLERATED.**

Lot monitoring occurs random nights during the week. They are allowed access to the property  
at all times.

TOW COMPANY INFORMATION

**Sal's Towing  
(954)564-8488**

850-205-0381

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Florida Dept of State

# State of Florida



## Department of State

I certify from the records of this office that CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 29, 2004.

The document number of this corporation is N04000012111.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 204A00072077-123004-N04000012111-1/1, noted below.

Authentication Code: 204A00072077-123004-N04000012111-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirtieth day of December, 2004



*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

EXHIBIT C

850-205-0381

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Florida Dept of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on December 29, 2004, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H04000255032. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N04000012111.

Authentication Code: 204A00072077-123004-N04000012111-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirtieth day of December, 2004

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

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**ARTICLES OF INCORPORATION  
OF  
CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM 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, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these Articles of Incorporation are defined in the Condominium Act, Chapter 718, Florida Statutes, 1976 ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Broward County, Florida, shall have the meaning of such terms set forth in such Act unless otherwise defined herein, and, for clarification, the following terms will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recording the first Declaration amongst the Public Records.

B. "Articles" means these Articles of Incorporation of the Association.

C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in each Declaration) which from time to time are assessed against a Dwelling Unit Owner.

D. "Association" means Cypress Pointe at Coral Springs Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Cypress Pointe at Coral Springs, a Condominium.

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

F. "Bylaws" means the Bylaws of the Association.

G. "Common Elements" means the portion of the Condominium Property not included in the Dwelling Units.

H. "Common Expenses" means expenses for which the Dwelling Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association with respect to the Condominium and the Condominium Property, cost of fire and extended coverage insurance on the

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Condominium Property; and

- (ii) any other expenses designated as Common Expenses from time to time by the Board.

I. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

J. "Condominium" means Cypress Pointe at Coral Springs, a Condominium.

K. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Condominium.

L. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Dwelling Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

M. "County" means Broward County, Florida.

N. "Declaration" means the Declaration of Condominium of Cypress Pointe at Coral Springs, a Condominium, as it may be amended from time to time, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

O. "Developer" means 6600 Cypress Pointe, Inc., a Florida corporation, its successors, grantees and assigns. A Dwelling Unit Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Dwelling Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

P. "Director" means a member of the Board.

Q. "Dwelling Unit" means "unit" as described in the Act and is that portion of the Condominium Property, which is subject to exclusive ownership.

R. "Dwelling Unit Owner" means "unit owner" as defined in the Act and is the owner of a Dwelling Unit.

S. "Majority Election Meeting" means that meeting described in Paragraph IX.E herein.

T. "Master Association" means The Turtle Run Foundation, Inc., a Florida corporation not for profit, being the property owners association for Turtle Run.

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U. "Master Covenants" means the Declaration and General Protective Covenants, as recorded in Official Records Book 14098, at Page 742, of the Public Records, as amended, being the master declaration of covenants to which the properties within Turtle Run, including portions of the Condominium Property, have been subjected.

V. "Member" means a member of the Association.

W. "Public Records" means the Public Records of the County.

X. "Purchaser Members" means those Dwelling Unit Owners defined in Paragraph IX.C herein.

Y. "Turtle Run" means that certain residential and commercial community development located in the City of Coral Springs in the County, of which portions of the Condominium Property are a portion.

Z. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Dwelling Unit owned by more than one (1) owner or by any entity.

AA. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

#### ARTICLE I NAME, PRINCIPAL OFFICE AND MAILING ADDRESS

The name of this Association shall be CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM ASSOCIATION, INC., whose principal office and mailing address is 6600 West Sample Road, Coral Springs, Florida 33067.

#### ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop the Condominium on property Developer owns in the County. The Condominium is intended to comprise three hundred thirty-four (334) Dwelling Units and Common Elements, including recreation facilities.

B. 1. The Association shall be the Association responsible for the operation of the Condominium, subject to the terms and restrictions of the Condominium Documents. Each Dwelling Unit Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage the Condominium, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan

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set forth in the Condominium Documents, and all other lawful purposes.

### 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 to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Common Elements and the levying and collection of Common Expenses and the promulgation and enforcement of rules and regulations.

C. 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 use of the Condominium Property (being the Dwelling Units and the Common Elements);

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Dwelling Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and Condominium Property, the payment of Common Expenses, and other 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 in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property, and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the



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Condominium Property and 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 of the Condominium, and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any; and

7. To purchase: (i) Dwelling Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

#### ARTICLE IV MEMBERS

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

A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall comprise solely the members of the "First Board" (as defined in Article IX hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Dwelling Unit Owners, which shall mean in the first instance Developer as the owner of all the Dwelling Units, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Dwelling Unit in the Condominium.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Dwelling Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior Dwelling Unit Owner shall terminate as to that Dwelling Unit. Where title to a Dwelling Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Dwelling Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Dwelling Unit.

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

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E. With respect to voting, the following provisions shall apply:

1. Each Dwelling Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Condominium Documents. In the event there is more than one (1) Dwelling Unit Owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one (1) person or an entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the applicable Declaration.
2. Matters that require a vote shall be determined by a vote of a majority of the Voting Interests in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).
3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.
4. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

#### ARTICLE V TERM

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

#### ARTICLE VI INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Charles B. Funk, 601 Bayshore Boulevard, Suite 650, Tampa, Florida 33606.

#### 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. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

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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 4.1 of the Bylaws); 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 Bylaws. 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:	Charles B. Funk
Vice President:	Jeffrey Meehan
Secretary:	Michael Gratz
Treasurer:	Michael Gratz

ARTICLE IX  
BOARD

A. The number of Directors on the first Board ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the "Majority Election Meeting" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members at and subsequent to the Majority Election Meeting shall be as provided in Paragraphs F and K 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>
Charles B. Funk	6600 West Sample Road Coral Springs, Florida 33067
Jeffrey Meehan	6600 West Sample Road Coral Springs, Florida 33067
Michael Gratz	6600 West Sample Road Coral Springs, Florida 33067

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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. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Dwelling Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Dwelling Units (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at 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 IX.D below, 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. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of the following, whichever shall first occur (reciting the provisions of Sections 718.301[1][a]-[e] of the Act, as required by Rule 61B-17.0012, F.A.C.):

(a) Three (3) years after fifty percent (50%) of the Dwelling Units have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Dwelling Units have been conveyed to purchasers;

(c) When all the Dwelling Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Dwelling Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

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(e) Seven (7) years after the recordation of the Declaration or, in the case of a condominium association which may ultimately operate more than one (1) condominium, seven (7) years after recordation of the Declaration for the first condominium it operates, or in the case of a condominium association operating a phase condominium created pursuant to Section 718.403 of the Act, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Dwelling Units in the Condominium. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Dwelling Units in the same manner as any other Dwelling Unit Owner, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.

2. Notwithstanding the above Article IX.D(1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

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

F. At the Majority Election Meeting, the Purchaser Members shall elect two (2) Directors and Developer shall 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; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows (as to those Directors elected by the Purchaser Members only):

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2)-year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

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H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member or members to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Dwelling Units for sale in the ordinary course of business. In addition, 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 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; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors, and there shall always be an odd number of directors.

L. Each Director shall have one (1) vote.

#### ARTICLE X POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses.

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

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- C. Maintaining, repairing and operating the improvements within the Condominium, if any.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium.
- E. Making and amending rules and regulations with respect to the Condominium.
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. 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 and enforcement of rules, and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility 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.
- H. Paying taxes and assessments which are or may become liens against the Common Elements of the Condominium and assessing the same against the Dwelling Unit Owners who are responsible for the payment thereof.
- I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and to allocate the premiums therefor in accordance with the Condominium Documents.
- J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and not billed directly to Dwelling Unit Owners.
- K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association and paying all salaries therefor.
- L. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(k)3 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(k)3 and 718.1255 are incorporated by reference herein.
- M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

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N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium Property to ensure their availability to Dwelling Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract; and

2. Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. Approving or disapproving proposed purchasers of Dwelling Units, by sale, gift, devise, inheritance or otherwise, and approving or disapproving of proposed lessees of Dwelling Units in accordance with any existing or future provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed therefor by the Act.

R. The members of the Association, which is a "Neighborhood Association" pursuant to the Master Covenants, may be entitled to cast votes with respect to matters regarding Turtle Run. In such event, the President of the Association, or in his or her absence the Vice President of the Association, shall cast all of the votes of the Master Association allocated to the Dwelling Unit Owners of the Condominium in a block as he or she sees fit.

S. In the event the Master Association assesses Dwelling Unit Owners in the Condominium, the Association shall, upon instructions from the Master Association, collect the assessments of the Master Association from the Dwelling Unit Owners and remit same to the Master Association.

T. All other powers and duties reasonably necessary to operate and maintain the Condominium with the Condominium Documents and the Act.

#### ARTICLE XI 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 or they may become involved by reason of his or their being or having been a Director(s) or officer(s) of the Association. The



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foregoing provisions for indemnification shall apply whether or not he or they is or are a Director(s) or officer(s) 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. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

#### ARTICLE XII BYLAWS

The Bylaws 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. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

#### ARTICLE XIII AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) 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 give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendment(s) and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

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

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

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2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");

3. At such meeting a vote of the Members, including Developer as to any Dwelling Units it owns, shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and the written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

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, after the recordation of a Declaration, recorded amongst the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, 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 thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Dwelling Unit or of any "Institutional Mortgagee" (as defined in the Declaration) without its prior written consent to the degree this provision is permitted by the Act.

#### ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

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B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

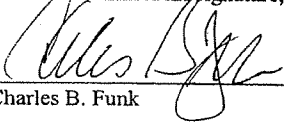
D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE XV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 6600 West Sample Road, Coral Springs, Florida 33067 and the initial registered agent of the Association at that address shall be Richard LoCoco.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 29th day of December, 2004.

  
Charles B. Funk

The undersigned hereby accepts the designation of Registered Agent of Cypress Pointe at Coral Springs Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

  
Richard LoCoco

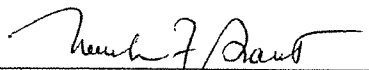
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STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF BROWARD                )

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 CHARLES B. FUNK, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has provided \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 29th day of December, 2004.

  
\_\_\_\_\_  
Notary Public, State of Florida at Large

MARK F. GRANT  
\_\_\_\_\_  
Typed, printed or stamped name of Notary

My Commission Expires:



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**BYLAWS  
OF  
CYPRESS POINTE AT CORAL SPRINGS  
CONDOMINIUM ASSOCIATION, INC.**

**Section 1. Identification of Association**

These are the Bylaws ("Bylaws") of CYPRESS POINTE AT CORAL SPRINGS CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purposes of managing, operating, and administering the condominium known as Cypress Pointe at Coral Springs, a Condominium, as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1. The office of the Association shall be for the present at 6600 West Sample Road, Coral Springs, Florida 33067 and thereafter may be located at any place designated by 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**

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, 1976 ("Act") as amended through the date of recording the "Condominium Declaration" amongst the Public Records of Broward County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything herein to the contrary, references to any of the Condominium Documents shall be deemed to include any amendment to any document as set forth therein.

**Section 3. Membership; Members' Meetings; Voting and Proxies**

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

3.2. The Members shall meet annually on the Condominium Property, or at another place in the County, at such time as determined by the Board and as designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. All meetings of the Members shall be conducted in the English language. 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 shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the Members except as otherwise provided in Sections 4.5(a) and 7.3(b) hereof.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed or hand delivered to each Member at his or her last known address as it appears on the books of the Association or electronically transmitted to the location furnished by the Dwelling Unit Owner for that purpose. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purposes for which the meeting is called. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed, hand delivered or electronically transmitted to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or a special meeting of the Members shall be posted at a conspicuous place on the Condominium Property, as more particularly set forth in the rules and regulations, at least fourteen (14) continuous days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficiently continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing, hand delivery, electronic transmittal or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5. The Members may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period, during which time period a response must be made by a Member. The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members, provided a quorum of the Members submits a response. However, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a

majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of thirty percent (30%) of the entire Membership. 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 Interests present in person or represented by written "Proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act), 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 a quorum is not in attendance at a meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present with no further notice of such adjourned meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of twenty percent (20%) of the Voting Interests of the Members at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members and for all purposes except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.8. At any Annual Members' Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9. A quorum is not required for an election to occur, provided, however, at least twenty percent (20%) of the eligible Voting Interests of the Members must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.10. 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 report.

3.11. 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 in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote

or votes in the Member's place and stead. Proxies 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 ninety (90) days after the date of the first meeting for which it was given, provided this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items on which the holder of the Proxy may vote and the manner in which the vote is cast. Members may vote by general Proxy or by limited Proxy. Limited Proxies and general Proxies may be used to establish a quorum. Limited Proxies and general Proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)2 of the Act. To the extent permitted by law, a Proxy, limited or general, may be used in the election of the Board. A Proxy must be filed with the Secretary of the Association 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 by virtue of such Proxy.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, any Member may demand voting on such matter shall be by secret ballot. 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.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations of the Association. In addition, any Member may tape record or videotape a meeting in accordance with said rules and regulations.

#### 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) Directors. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or children of Members.

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 present in person or by Proxy and entitled to vote at a properly held 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 in Section 4.5 (b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of 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. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until his or her



successor is duly elected and qualified or until he or she 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 with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members acting on behalf of a majority of Voting Interests held by Purchaser Members at a Special meeting of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j) of the Act, as it may be amended from time to time.

(b) A Director on the First Board or otherwise 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 successors to fill any vacancies occurring for any reason on the Board among Directors on the First Board or designated by it, and Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of 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. Notice of the organizational meeting shall be given in accordance with the provisions of Section 4.8 hereinbelow.

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. All meetings of the Board shall be conducted in the English language. 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. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112(2)(b)5 of the Act.

4.8. Notice of the time, agenda and place of the organization, 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, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular 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. Notice of a meeting where non-emergency Special Assessments or amendments to rules regarding Dwelling Unit use will be considered shall be mailed, hand delivered or electronically transmitted to the Dwelling Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at

least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficiently continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. 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 elsewhere herein or in any of the Condominium Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, 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. 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 committees by the Board.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations of the Association. In addition, any Member may tape record or videotape a meeting in accordance with said rules and regulations.

#### Section 5. Fining Procedure for Enforcement of the Condominium Documents; Fees

5.1. A nonexclusive optional procedure for Board enforcement of the Condominium Documents, including the rules and regulations, shall be as follows, provided, however before any items of construction may be materially altered or demolished, judicial proceedings must also be instituted by the Association

#### 5.1.1. First Offense (1st Notice)

When the Association becomes aware of noncompliance with a rule or regulation by a Dwelling Unit Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Dwelling Unit Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

#### 5.1.2. Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Dwelling Unit Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Dwelling Unit Owner by certified mail, and shall contain notice to the Dwelling Unit Owner and, if applicable, its licensee or invitee, of the right to an opportunity for a hearing before a committee of other Dwelling Unit Owners. This notice shall further explain that, pursuant to Section 718.303(3) of the Act, a fine may be levied for this and future repeat offenses with this notice as the single notice and opportunity for hearing provided to the Dwelling Unit Owner.

#### 5.1.3. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Dwelling Unit Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

#### 5.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

#### 5.2. Exemptions and Hearings

(a) Any Dwelling Unit Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(b) Where the Association levies fines, such fines shall be levied pursuant to the procedures set forth in the rules and regulations of the Association.

5.3. A Dwelling Unit Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Dwelling Unit Owners shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced.

5.4. The existence of the Association's right to charge a late fee as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Condominium Documents; (ii) at law; or (iii) in equity.

5.5. Written Inquiries by Dwelling Unit Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)2 of the Act, as it may be amended from time to time.

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 from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers 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. The President 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 or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall 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 be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

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

duties of the Secretary when the Secretary is absent.

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

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 nor preclude the contracting with a Director or an officer for the management of all or any portion of the Condominium.

#### Section 7. Accounting Records; Fiscal Management

##### 7.1. Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Dwelling Units or their authorized representatives at reasonable times. The Association may charge Dwelling Unit Owners, owners of first mortgages on Dwelling Units or their authorized representative its actual costs for preparing and furnishing copies of the Condominium Documents including, but not limited to, the Condominium Declaration, Articles, Bylaws, rules and regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within five (5) working days before the date of the inspection. The official records shall include accounting records for the Association, maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a quarterly statement of the account for each Dwelling Unit or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the Dwelling Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due; (iii) all audits, reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) Within ninety (90) days after the end of the fiscal year, a report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act, provided, however, the requirement for audited financial statements may be waived pursuant to said Section of the Act. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, F.A.C. and a copy of such report shall be furnished in accordance

with the Act to each Member so requesting in writing. 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. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion.

(c) Any mortgagee of a Dwelling Unit may have an audited financial statement of the Association's accounts prepared at its own expense if there is no audited financial statement available from the Association.

## 7.2. Budget

(a) The Board shall adopt the budget for the Common Expenses of the Condominium ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose in October or November prior to the applicable Budget Year. Prior to the Budget Meeting, a proposed Budget for the Condominium shall be prepared by or on behalf of the Board, which Budget shall include, but not be limited to, the following items of expense applicable to the Condominium:

- (i) Administration of the Association
- (ii) Utilities
- (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) Insurance
- (ix) Security provisions
- (x) Other expenses
- (xi) Operating capital
- (xii) Reserves for Capital Expenditures and Deferred Maintenance
- (xiv) Other expenses and costs
- (xiii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes

(b) The Budget for the Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of the Condominium.

(c) Unless waived by the Members, the Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for the Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or

replacement cost exceeds Ten Thousand (\$10,000) Dollars. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of Members at a duly called meeting of the Association, less than a full reserve or no reserve for deferred maintenance and replacement is elected, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be. Reserve funds and any interest accruing thereon shall remain in the reserve account(s), and be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the applicable Voting Interests voting in person or by Limited Proxy at a duly called meeting of the Association

(d) Copies of the proposed Budget 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, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for the Condominium shall not alter or abrogate the obligation to pay Common Expenses.

(e) 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 by the Association 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 (1) calendar year for Common Expenses which cover more than such 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 expenses and for all unpaid expenses previously incurred; and (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, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall substantially conform to generally accepted accounting standards and principles.

(f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in a 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 expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(g) The Board may also include in the proposed Budget a sum of money as an Assessment for the making of betterments to the Condominium Property and for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

### 7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of one hundred fifteen percent (115%) of such Assessments against 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 one hundred fifteen percent [115%], then such new amount shall be substituted for one hundred fifteen percent [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 Members of an amount which is not greater than one hundred fifteen percent (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 one hundred fifteen percent (115%) of such Assessments against the members for the preceding year ("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 ("Excluded Expenses") as follows:

(1) Reserves for repair or replacement of any portion of the Condominium Property;

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

(3) Expenses for betterments to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty (20) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Dwelling Units, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but to be held within sixty (60) days of the Budget Meeting. At said special meeting, the Members shall consider and enact a revised Budget ("Revised Budget"). The adoption of the revisions to the Revised Budget shall require approval of not less than a majority of the Voting Interests appurtenant to all Dwelling Units in the Condominium. The Board may propose revisions to the Budget to the Members at a meeting of Members or in writing, and, if a Revised Budget is enacted at said special meeting, then the Revised Budget shall be incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute Revised Budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the occurrence of the Majority Election Meeting, the Board shall not impose an Assessment pursuant to a Budget for the Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without approval of a majority of the Voting Interests of Members to be so assessed.



#### 7.4. Allocation of Common Expenses

(a) The portion of the expenses to be allocated to the operation and management of the Condominium shall be set forth in the Budget and shall constitute the Common Expenses of the Condominium. The Common Expenses shall be apportioned to each Dwelling Unit Owner based upon his or her share of Common Expenses, as provided in the Declaration.

(b) Notwithstanding the allocation to each Dwelling Unit of its share of Common Expenses, a Dwelling Unit Owner shall also be liable for any Special Assessments levied by the Board against his Dwelling Unit as provided in the Condominium Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Dwelling Unit Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Assessments and Special Assessments for Common Expenses from a Dwelling Unit Owner in the manner set forth in the Condominium Documents.

#### 7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. All funds shall be maintained separately in the Association's name, and reserve and operating funds of the Association shall not be commingled. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

#### 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 at any meeting of the Board, provided such rules and regulations are not inconsistent with the Condominium Documents nor detrimental to sales of Dwelling Units by Developer or interfere with the rights granted in the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Dwelling Unit Owners at their last known addresses 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 Condominium Documents 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 Bylaws

10.1. These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the membership and the 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.

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 Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Dwelling Unit in the Condominium, the validity of such mortgage or any of the rights of Developer.

Section 11. Fidelity Bonding

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d) of the Act.

Section 12. Condemnation of Common Elements

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 13. Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of the Dwelling Units compliance with the applicable fire and life safety code.

The foregoing Bylaws of CYPRESS POINTE AT  
CORAL SPRINGS CONDOMINIUM  
ASSOCIATION, INC. have been adopted by all of the  
Directors as of the date of incorporation of the  
Association.

EXHIBIT E  
TO  
DECLARATION OF CONDOMINIUM  
OF  
CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM

Shares in Common Elements

<u>Dwelling Unit Type</u>	<u>Share</u>	<u>Dwelling Unit Numbers</u>
Efficiency 625 square feet	0.00177578	6596, 6598
"A" 716 square feet	0.002034311	6572, 6574, 6576, 6578, 6580, 6582, 6584, 6586, 6588, 6590, 6592, 6594, 6628, 6630, 6632, 6634, 6636, 6638, 6640, 6642, 6644, 6646, 6648, 6650, 6652, 6654, 6656, 6658, 6660, 6662, 6664, 6666, 6668, 6670, 6672, 6674, 6676, 6678, 6680, 6682, 6684, 6686, 6688, 6690, 6692, 6694, 6696, 6698, 6748, 6750, 6752, 6754, 6756, 6758, 6760, 6762, 6764, 6766, 6768, 6770, 6772, 6774, 6776, 6778, 6780, 6782, 6784, 6786, 6788, 6790, 6792, 6794, 6796, 6798, 6800, 6802, 6804, 6806, 6808, 6810, 6812, 6814, 6816, 6818, 6820, 6822, 6824, 6826, 6828, 6830, 6832, 6834, 6836, 6838, 6840, 6842, 6844, 6846, 6848, 6850, 6852, 6854, 6856, 6858, 6860, 6862, 6864, 6866, 6868, 6870, 6872, 6874, 6876, 6878, 6880, 6882, 6884, 6886, 6888, 6890, 6892, 6894, 6896, 6898, 6900, 6902, 6904, 6906, 6908, 6910, 6912, 6914
"B" 1,203 square feet	0.003417983	6548, 6550, 6552, 6554, 6532, 6534, 6536, 6538, 6436, 6438, 6440, 6442, 6308, 6310, 6312, 6314, 6324, 6326, 6328, 6330, 6420, 6422, 6424, 6426, 6452, 6454, 6456, 6458, 6516, 6518, 6520, 6522, 6500, 6502, 6504, 6506, 6468, 6470, 6472, 6474, 6404, 6406, 6408, 6410, 6340, 6342, 6344, 6346, 6356, 6358, 6360, 6362, 6372, 6374, 6376, 6378,

6388, 6390, 6392, 6394, 6484, 6486, 6488,  
6490, 6564, 6566, 6568, 6570, 6620, 6622,  
6624, 6626, 6708, 6710, 6712, 6714, 6724,  
6726, 6728, 6730, 6740, 6742, 6744, 6746,  
6924, 6926, 6928, 6930, 6940, 6942, 6944,  
6946, 6956, 6958, 6960, 6962, 6972, 6974,  
6976, 6978

"C"  
1,268 square feet 0.003602662

6540, 6546, 6524, 6530, 6428, 6434, 6300,  
6306, 6316, 6322, 6412, 6418, 6444, 6450,  
6508, 6514, 6492, 6498, 6460, 6466, 6396,  
6402, 6332, 6338, 6348, 6354, 6364, 6370,  
6380, 6386, 6476, 6482, 6556, 6562, 6612,  
6618, 6700, 6706, 6716, 6722, 6732, 6738,  
6916, 6922, 6932, 6938, 6948, 6954, 6964,  
6970

"D"  
1,450 square feet 0.004119763

6542, 6544, 6526, 6528, 6430, 6432, 6302,  
6304, 6318, 6320, 6414, 6416, 6446, 6448,  
6510, 6512, 6494, 6496, 6462, 6464, 6398,  
6400, 6334, 6336, 6350, 6352, 6366, 6368,  
6382, 6384, 6478, 6480, 6558, 6560, 6614,  
6616, 6702, 6704, 6718, 6720, 6734, 6736,  
6918, 6920, 6934, 6936, 6950, 6952, 6966,  
6968

MAR 23 2009

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

Mark F. Grant, Esquire  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
P.O. Box 1900  
Fort Lauderdale, FL 33302

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF CONDOMINIUM  
OF  
CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM

6600 CYPRESS POINTE, INC., a Florida corporation ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), whose principal office is located at 601 Bayshore Boulevard, Suite 650, Tampa, Florida 33606, hereby makes this Declaration of Condominium of Cypress Pointe at Coral Springs, a Condominium ("Declaration") to be recorded amongst the Public Records of Broward County, Florida ("County"), where the Land is located, and states and declares:

1. SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County ("Act").

2. NAME

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

CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM

### 3. LAND

The land which will have become part of the Condominium Property when this Declaration is recorded in the Public Records of the County is described in Exhibit A ("Land") attached hereto and made a part hereof.

### 4. DEFINITIONS

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

4.1. "Act" means the Condominium Act, Chapter 718, Florida Statutes (1976), as amended through the date of recording this Declaration amongst the Public Records of the County.

4.2. "Articles" means the Articles of Incorporation of the Association, attached as Exhibit C and incorporated herein by reference.

4.3. "Assessments" means the assessments for which all Dwelling Unit Owners are obligated to the Association pursuant to the Act, as well as common law assessments which are created by this Declaration and are covenants running with the land, and include:

4.3.1. "Annual Assessment," which includes, but is not limited to, each Dwelling Unit Owner's annual share of funds required for the payment of Common Expenses, as determined in accordance with this Declaration; and

4.3.2. "Special Assessments," which include any Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 20.2 herein.

4.4. "Association" means Cypress Pointe at Coral Springs Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Cypress Pointe at Coral Springs, a Condominium.

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

4.6. "Building" means a structure within the Condominium Property in which Dwelling Units are located.

4.7. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit D and incorporated herein by reference.

4.8. "CDD" or "District" means the uniform community development district known as "Turtle Run Community Development District," which has the power to impose taxes or assessments or both taxes and assessments on all or portions of the Condominium Property through a special taxing district. These taxes and assessments pay the construction, operation and maintenance costs of certain infrastructure and public facilities of the District and are set annually by the governing

board of the District. Taxes and assessments of the District will constitute a lien upon all Dwelling Units subject thereto, and are in addition to County and all other taxes and assessments provided for by law. Each Dwelling Unit Owner subject to the District shall be responsible for outstanding and future bond issue amounts as levied by the governing board of the District.

4.9. "Common Elements" means:

4.9.1. The Condominium Property, other than the Dwelling Units;

4.9.2. Easements through the Dwelling Units for conduits, ducts, plumbing, wiring and other facilities and equipment for furnishing of utility services to Dwelling Units and the Common Elements;

4.9.3. An easement of support in every portion of a Dwelling Unit which contributes to the support of a Building submitted to condominium ownership;

4.9.4. Property and installations required for the furnishing of utility services and other services for more than one Dwelling Unit, the Common Elements, or a Dwelling Unit other than the Dwelling Unit containing the installation; and

4.9.5. A portion or portions of the Land, when, as and if same are submitted to condominium ownership.

4.10. "Common Expenses" means expenses for which the Dwelling Unit Owners are liable to the Association as defined in the Act and as described in the Condominium Documents and include:

4.10.1. 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

4.10.2. Any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.

4.11. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, Assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

4.12. "Condominium" means that portion of the Land and the improvements thereon submitted to condominium ownership pursuant to this Declaration, as the same may be amended from time to time.

4.13. "Condominium Documents" means in the aggregate this Declaration, the Articles, the Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with this Condominium.

4.14. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium (also known as the "Land") and all improvements thereon, including, but not limited to, the Dwelling Units, and all Common Elements. The easements described and set forth within this Declaration are intended to comply with Section 718.104(4)(n) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer and/or the Association to provide a utility or telecommunications service and/or equipment, nor shall Condominium Property include telecommunications equipment, if any, owned by Developer, the title to which is hereby specifically reserved unto Developer, its successors and/or assigns.

4.15. "County" means Broward County, Florida.

4.16. "Declaration" means this document and any and all amendments hereto.

4.17. "Developer" means 6600 Cypress Pointe, Inc., a Florida corporation, its grantees, successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration. A Dwelling Unit Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Dwelling Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.18. "Dwelling Unit" means "unit" as described in the Act and is that portion of the Condominium Property within the Condominium subject to exclusive ownership.

4.19. "Dwelling Unit Owner" or "Owner of a (or: the, or: any) Dwelling Unit" or such similar term means "unit owner" as defined in the Act, and is the owner of a Dwelling Unit.

4.20. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Dwelling Unit, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or 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 or a New York State banking corporation or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of the Condominium Property and which holds a first mortgage upon such portion of the Condominium Property as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in



writing which have acquired a mortgage upon a Dwelling Unit; or (vi) any "Secondary Mortgage Market Institution," including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Dwelling Unit; or (vii) Developer, its successors and assigns.

4.21. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.22. "Legal Fees" means: (i) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (ii) court costs through and including all trial and appellate levels and post-judgment proceedings.

4.23. "Limited Common Elements" means those Common Elements reserved for the use of certain Dwelling Units to the exclusion of other Dwelling Units, as more particularly described in Paragraph 5.4 hereof.

4.24. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Dwelling Unit of which the Association has been notified pursuant to Paragraph 31.2 herein.

4.25. "Master Association" means The Turtle Run Foundation, Inc., a Florida corporation not for profit, being the property owners association for Turtle Run.

4.26. "Master Covenants" means the Declaration and General Protective Covenants, as recorded in Official Records Book 14098, at Page 742, of the Public Records, as amended and as it may be amended from time to time, being the master declaration of covenants to which the properties in Turtle Run, including portions of the Condominium Property, have been subjected.

4.27. "Member" means a member of the Association.

4.28. "Public Records" means the Public Records of the County.

4.29. "Turtle Run" means that certain residential and commercial community development located in the City of Coral Springs in the County, of which portions of the Condominium Property are a portion.

## 5. DESCRIPTION OF IMPROVEMENTS

### 5.1. Description of Improvements

5.1.1. Annexed hereto and made a part hereof as Exhibit B are the survey and plot plan and graphic description of the improvements of the Condominium Property, including all Dwelling Units and their unit designations, locations and dimensions. The legends and notes

contained therein are incorporated herein and made a part hereof by reference.

5.1.2. In the event more than one (1) Dwelling Unit has been acquired by the same Owner and combined into a single residence, the Dwelling Unit as depicted in Exhibit B may not reflect the combined Dwelling Units, as the dividing wall may be removed, but the exterior boundaries of the combined Dwelling Units remain the same. Should any Dwelling Units be so combined, the combined Dwelling Units shall exist as separate Dwelling Units as described in this Declaration for the purposes of this Declaration and all exhibits attached hereto.

#### 5.2. Survey and Description of Common Elements

Exhibit B includes a survey of the Land and a graphic description of the improvements in which the Dwelling Units and the Common Elements are located and a plot plan thereof (all of which are herein collectively referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and every Dwelling Unit, its relative location and its approximate dimensions. There is attached to the 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.

#### 5.3. Identification of Dwelling Units

Except as noted hereinbelow, the Survey also includes a four (4)-digit numerical designation for each and every Dwelling Unit, which is also the street number of the Dwelling Unit. Every deed, lease, mortgage or other instrument may legally describe a Dwelling Unit by such identifying number and each and every description shall be deemed good and sufficient for all purposes. No Dwelling Unit bears the same designation as any other Dwelling Unit in the Condominium.

#### 5.4. Limited Common Elements

5.4.1. A/C Land. The portion of the Condominium Property ("A/C Land") upon which is situated all air conditioning equipment serving a Dwelling Unit, including the compressors located adjacent to the Building in which the Dwelling Unit is located, is a Limited Common Element to the Dwelling Unit it serves, as depicted on Exhibit B hereto. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Dwelling Unit Owner whose Dwelling Unit is served thereby.

5.4.2. Balconies and Patios. Each area shown as a "Balcony" or "Patio" on the Survey shall be a Limited Common Element reserved for the exclusive use of the Owner of the Dwelling Unit adjacent thereto, which Balcony or Patio shall be maintained by the Dwelling Unit Owner. The Owner of the Dwelling Unit shall be responsible for cleaning the Balcony or Patio, and for any repairs necessitated by damage caused by such Dwelling Owner. In the event a repair related to the construction of the Balcony or Patio is required, the Association shall be responsible for such repair. If the Owner of the Dwelling Unit installs a covering on the surface of the Balcony or Patio,

such as but not limited to tile, then the covering shall remain the personal property of such Dwelling Unit Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Balcony or Patio.

5.4.3. Outside Stairways. Each are shown as a "Stairway" on the Survey and located on a Building exterior shall be a Limited Common Element reserved for the exclusive use of the Owner of the Dwelling Unit adjacent thereto, which Stairway shall be maintained by the Dwelling Unit Owner thereof. The Dwelling Unit Owner shall be responsible for cleaning the Stairway and for any repairs necessitated by damage caused by such Dwelling Unit Owner. In the event repair related to the construction of the Stairway is required, the Association shall be responsible for such repair.

5.4.4. Entries. Each area shown as an "Entry" on the Survey and located adjacent to a Dwelling Unit shall be a Limited Common Element for the exclusive use of the Owner of the Dwelling Unit served thereby, which Entry shall be maintained by such Dwelling Unit Owner. The Dwelling Unit Owner shall be responsible for cleaning the Entry and for any repairs necessitated by damage caused by such Dwelling Unit Owner. In the event repair related to the construction of an Entry is required, the Association shall be responsible for such repair.

5.4.5. Driveways. Each area shown as a "Driveway" on the Survey, which is limited to the amount of space required to park a vehicle, shall be a Limited Common Element reserved for the exclusive use of the Dwelling Unit adjacent thereto, as identified on the survey, and which shall be maintained by the Association.

## 6. UNDIVIDED SHARES IN COMMON ELEMENTS

### 6.1. Appurtenance

6.1.1. Ownership of the Common Elements and Membership in the Association. Each Dwelling Unit shall have as an appurtenance thereto one (1) vote in the Association and an undivided share of ownership in the Common Elements based on the relative square footage of the Dwelling Unit to the total square footage of all of the Dwelling Units contained in the Condominium, as shown on Exhibit E hereto.

6.1.2. Right to Use Common Elements. Each Dwelling Unit 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.

### 6.2. Share of Common Expenses and Common Surplus

The Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Dwelling Unit Owner's share of ownership of the Common Elements.

## 7. VOTING INTERESTS

### 7.1. Voting Interest

The Dwelling Unit Owner or Owners, collectively, of the fee simple title of record for each Dwelling Unit shall have the right to one (1) vote per Dwelling Unit ("Voting Interest") in the Association as to the matters on which a vote by the Dwelling Unit Owners is taken as provided in the Condominium Documents and the Act.

### 7.2. Voting by Corporation or Multiple Owners

The Voting Interest of the Owners of any Dwelling Unit owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a "Voting Certificate" signed by all of the Owners of such Dwelling Unit or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Dwelling Unit and filed with the Secretary of the Association. In the alternative, a proxy as to a particular meeting may be executed in the same manner as the Voting Certificate. A 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 of longer than ninety (90) days. If neither a proxy nor a Voting Certificate is on file, the Voting Interest associated with a Dwelling Unit where the designation of a Voting Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

### 7.3. Ownership by Husband and Wife

Notwithstanding the provisions of Paragraph 7.2 above, whenever any Dwelling Unit is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Dwelling Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.
- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Dwelling Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Dwelling Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written

notice executed by both husband and wife.

(iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Dwelling Unit, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Dwelling Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

#### 7.4. Life Estates

In the event a Dwelling Unit becomes subject to a life estate, either by operation of law or by approved voluntary conveyance, the life tenant shall be the Member of the Association as to that Dwelling Unit and shall be considered the Dwelling Unit Owner hereunder. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one (1) remainderman, subject to approval by the Association of such arrangement. If there is more than one (1) life tenant, they shall be treated as if they were co-Owners for purposes of voting and occupancy rights.

#### 7.5. Voting by Proxy

Except as specifically otherwise provided in the Act, Owners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)(2) of the Act.

#### 7.6. Elections

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)(3) of the Act. Limited proxies may be used to fill vacancies caused by recall pursuant to Rule 61B-23.002(3), F.A.C.

#### 7.7. Eligibility of Directors

In accordance with Section 718.112(2)(d)(1) of the Act, except for Developer-appointed directors, directors of the Board ("Director[s]") must be Members or the spouses, parents or children of Members, except that if a Dwelling Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board.

## 8. PLAN FOR DEVELOPMENT

8.1. Developer is the developer of Cypress Pointe at Coral Springs, a Condominium, located in the City of Coral Springs within the County. The Condominium is intended to include three hundred thirty-two (332) Dwelling Units, in thirty-six (36) residential Buildings, and two (2) additional Dwelling Units located in the clubhouse building, for a total of three hundred thirty-four (334) Dwelling Units, as well as recreational facilities for the use of the Dwelling Unit Owners.

8.2. Portions of the Condominium Property are located in Turtle Run. The rest of Turtle Run is located north of Sample Road. Pursuant to the Master Covenants, Dwelling Unit Owners are members of the Master Association, with voting rights in and assessment obligations to the Master Association, and use rights to the "Common Areas" in Turtle Run, as described in the Master Covenants.

8.3. A uniform community development district known as "Turtle Run Community Development District" ("CDD") has been established pursuant to Chapter 190 of the Florida Statutes to administer Turtle Run, including the Condominium Property or portions thereof. The CDD provides certain urban community development services and has the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such services. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for basic infrastructures which may include without limitation: (1) water management and control lands within the CDD and the connection of some or any of such facilities with roads and bridges; (2) roads and bridges; (3) potable water distribution; (4) sewage collection; and (5) waste water management. The CDD imposes taxes and/or assessments on Turtle Run through a special taxing district. These taxes will pay for the construction, operation, and/or maintenance costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These taxes and assessments are in addition to County and all other taxes and assessments provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Dwelling Unit Owner, in which case they will be payable directly to the Broward County Tax Collector, or they will appear on a separate bill issued to each Dwelling Unit Owner by the CDD. All taxes of the CDD shall constitute a lien upon those portions of Turtle Run owned by any owner, including the Dwelling Unit Owners. The CDD has the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

## 9. ASSOCIATION

### 9.1. Purpose of Association

The Association shall be the Association responsible for the operation of the Condominium. Each Dwelling Unit Owner shall be a Member of the Association as provided in the Condominium Documents. A copy of the Articles are attached hereto as Exhibit C and made a part hereof. A copy of the Bylaws are attached hereto as Exhibit D and made a part hereof.

#### 9.2. Acquisition of Property

The Association has the power to acquire title to real property or otherwise hold, convey, lease and mortgage property for the use and benefit of the Members. The purchase and conveyance of real property must be approved by the affirmative vote of two-thirds (2/3) of the Dwelling Unit Owners present at a duly called meeting of the Dwelling Unit Owners at which a quorum is present.

The Association shall have the right to make or cause to be made structural changes and improvements ("Alterations") to the Common Elements and Limited Common Elements which are approved by the Board and which do not prejudice the rights of any Dwelling Unit Owner or Institutional Mortgagee. In the event such changes or improvements prejudice the rights of a Dwelling Unit Owner or Institutional Mortgagee, the consent of such Dwelling Unit Owner or Institutional Mortgagee so prejudiced shall be required before such Alterations can be made or caused. If the cost of the Alterations exceeds One Hundred Thousand (\$100,000.00) Dollars, the affirmative vote of two-thirds (2/3) of the Dwelling Unit Owners, in accordance with the Condominium Documents, shall be required in addition to such Board approval, and the cost of such Alterations shall be assessed against the Dwelling Unit Owners in the manner provided in the Condominium Documents.

#### 9.3. Conveyance to Association

Notwithstanding anything contained in this Declaration to the contrary, the Association is obligated to accept any and all conveyances to it by Developer, or any related or affiliated entity of Developer, of a fee simple title, or of easements or leases to all or portions of any property of any such entities.

#### 9.4. Conveyance by Association

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

#### 9.5. The Master Association

The Master Association has been organized for the purpose of administering the covenants and obligations relating to the "Common Areas" in Turtle Run, as defined in the Master Covenants. Dwelling Unit Owners may have use rights to the Turtle Run Common Areas and may be obligated to pay assessments to the Master Association for such use, which assessments would be collected by the Association on behalf of the Master Association.

## 10. EASEMENTS

### 10.1. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way, if any, in the Condominium as shown on Exhibit B hereto or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets, the access areas and the Condominium Property, which easement is hereby created in favor of all the Dwelling Unit Owners in the Condominium now or hereafter existing for their use and for the use of their family members, guests, lessees and invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, telephone, electric power, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission reception and monitoring, as designated by Developer; security, garbage and waste removal and the like for all purposes incidental thereto, and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property; and such other persons as Developer from time to time may designate for performing their authorized services. A perpetual nonexclusive easement is hereby created in favor of each Dwelling Unit Owner over the Common Elements for such Dwelling Unit Owner's unrestricted right of ingress and egress to his or her Dwelling Unit, which right passes with transfer of ownership of the Dwelling Unit as an appurtenance thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium and not inconsistent with any exclusive rights granted by Developer to any cable television or other service provider. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

### 10.2. Easements and Cross-Easements on Common Elements

The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer to and from all portions of the Condominium 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, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, until turnover of control of the Association to the Dwelling Unit Owners, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common



Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. Until turnover of control of the Association to the Dwelling Unit Owners, Developer hereby reserves a blanket easement over, under, upon and through the Condominium Property for any purpose whatsoever.

### 10.3. Easement for Encroachments

10.3.1. Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

10.3.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Dwelling Unit and the Dwelling Unit Owners, their family members, guests, invitees and lessees for air space for any Balcony of any Dwelling Unit, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Dwelling Unit in whose favor such easements exist.

10.3.3. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

### 10.4. Conservation Easement

10.4.1. Establishment of Conservation Easement. Pursuant to that certain Deed of Conservation Easement recorded in Official Records Book 25969, at Page 986 of the Public Records ("Conservation Easement") given by FN Development Company, Alpha, the former owner of the easement property ("Grantor") to Broward County, its successors and assigns ("Grantee"), together with a license issued by the Broward County Department of Planning and Environmental Protection ("DPEP") ("Cypress Preserve License"), a portion of the Condominium Property comprising a cypress preserve (the "Conservation Area"), will be protected and maintained in perpetuity in its natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and as suitable habitat for fish, plants or wildlife. The Cypress Preserve License is attached hereto as Exhibit F and made a part hereof.

10.4.1.1. Association Responsibility. Upon the recordation of this Declaration, the responsibilities and liabilities associated with the Conservation Area shall be fully assumed by the Association, whereupon Developer, the successor owner of the Conservation Area, shall be released from its obligations thereunder. The Association will also be responsible for all costs and expenses associated with maintenance of the Conservation Area, including the costs of

monitoring and reporting, which shall be a Common Expense of the Association.

10.4.1.2. Prohibited Acts and Uses. Any activity on or use of the Conservation Area inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs or other vegetation, except for the removal of nuisance and exotic vegetation as approved by DPEP;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain predominately in the condition intended by the Cypress Preserve License;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation, including but not limited to ditching, diking and fencing;
- (g) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
- (h) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

10.4.1.3. Grantee's Easement. Grantee has an easement to enter upon the Conservation Area to ensure compliance and to enforce the Conservation Easement, but if the Association, Developer, or any Dwelling Unit Owner breaches any term of the Conservation Easement and the Grantee does not exercise its rights under the Conservation Easement, the Grantee's forbearance shall not be construed to be a waiver by the Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Grantee's rights under the Conservation Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Association, Developer or any Dwelling Unit Owner shall impair such right or remedy or be construed as a waiver. The Grantee shall not be obligated to Developer, or to any other person or entity, to enforce the provisions of the Conservation Easement.

10.4.1.4. Liability. The owner of the fee interest in the Conservation Area shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Area. Neither Developer, the Association nor any Dwelling Unit Owner, nor any person or entity claiming by or through Developer, the Association or any Dwelling Unit Owner, shall hold the Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Area.

#### 10.5. CDD Landscape Easement

Pursuant to a Landscape Easement recorded in Official Records Book 36252, at Page 1641, of the Public Records ("Landscape Easement"), the CDD has installed landscaping on two (2) parcels of property within the Condominium Property fronting Sample Road. Pursuant to the Landscape Easement, however, the Association, as successor to the grantor thereof, is responsible to maintain the landscaping in a good condition so as to present a healthy, neat and orderly appearance at least equal to the original installation, including mowing and trimming in a manner and at a frequency so as not to detract from the appearance of the general area. Landscaping shall be maintained to minimize property damage and public safety hazards, including removal of living, dead or decaying plant material, removal of low hanging branches and those obstructing any street lighting and maintenance of sight distance standards as set in the City of Coral Springs Code of Laws and Ordinances, as it may be amended from time to time. In the event the Association fails to so maintain said landscaping, the CDD shall so notice the Association and the Association shall have thirty (30) days to restore the landscaping to its proper state. Should the Association fail to comply within the thirty (30)-day period, the CDD shall have the right to enter onto the Landscape Easement areas for the purpose of reconstructing and/or maintaining the landscaping to the standards described above.

#### 10.6. Reservation for Periodic Inspections

Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any parts of the Common Elements and improvements thereon in order to ascertain the physical condition of the Common Elements and improvements thereon and to determine whether maintenance, repair or replacement of the Common Elements or improvements thereon is indicated. If Developer conducts any such tests or inspections, it shall pay all costs thereof, restore the affected portion of the Condominium Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and the Owner(s) of any affected Dwelling Unit(s) from any damages resulting therefrom. Developer hereby reserves the right of entry on, over, under, across and through the Condominium Property as may be reasonably necessary for the foregoing purposes.

## 11. LIABILITY INSURANCE PROVISIONS

### 11.1. Public Liability Insurance

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in the Condominium Property, excluding the Dwelling Units; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Dwelling Unit Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Condominium Property, legal liability arising out of law suits related to employment contracts of the Association, water damage, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage and such other risks as are customarily covered with respect to developments similar to the Condominium in construction, location and use. All such policies shall name the Association (and Developer so long as Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Dwelling Unit Owner because of the negligent acts of either the Association, Developer or any other Dwelling Unit Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Dwelling Unit Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Dwelling Unit Owners as a group to a Dwelling Unit Owner. Each Dwelling Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Dwelling Unit and, if the Dwelling Unit Owner so determines, for supplementing any insurance purchased by the Association, as further described in Paragraph 11.4 hereinbelow. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

### 11.2. Fidelity Insurance

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to at least three (3) months'

aggregate Annual Assessments for all Dwelling Units plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage provided coverage is no less than required by the Act.

#### 11.3. Cancellation Provision

All insurance policies or fidelity bonds purchased pursuant to this Article 11 shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and to Institutional Mortgagees.

#### 11.4. Dwelling Unit Owner Policies

Each Dwelling Unit Owner shall, at his or her own expense, obtain additional insurance ("Owner's Individual Insurance") respecting his or her Dwelling Unit. Owner's Individual Insurance coverage shall be written on a Dwelling Unit Owner's policy form, and must include personal liability coverage with limits of at least One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage. A tenant who is renting or leasing a Dwelling Unit shall provide general liability renter's insurance in the same amounts and with the same terms as that required for Owner's Individual Insurance. The Board may, from time to time, adopt rules which set additional or greater requirements for Owner's Individual Insurance coverage, including the minimum amount of "Building Coverage" and "Liability Coverage" to be included and the maximum amount of the permissible deductible. The Association shall be named as an additional insured on each Owner's Individual Insurance policy as to Building Coverage and the Association and the Board shall be named as additional insureds as to Liability Coverage and shall receive a minimum notice of cancellation or non-renewal of thirty (30) days. No Dwelling Unit Owner shall be entitled to exercise his or her right to maintain insurance coverage in any manner which would decrease the amount which the Board, or any trustee for the Board, on behalf of all the Dwelling Unit Owners, will realize under any insurance policy which the Board may have in force on the Condominium at any particular time. Each Dwelling Unit Owner is required and agrees to notify the Board of all improvements by the Owner to his or her Dwelling Unit, the value of which is in excess of One Thousand Dollars (\$1,000).

### 12. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

#### 12.1. Hazard Insurance

Each Dwelling Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property, including all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and

counter tops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Dwelling Unit and serve only one (1) Dwelling Unit, and all air conditioning compressors that service only one (1) Dwelling Unit, whether or not located within the Dwelling Unit boundaries. Each Dwelling Unit Owner is encouraged to carry loss assessment insurance in the amount of at least Twenty-Five Thousand Dollars (\$25,000) as to his or her Dwelling Unit, if available. 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 all insurable property and improvements within the Condominium, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, for all portions of the Condominium Property located outside the Dwelling Unit; the Condominium Property located inside the Dwelling Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Dwelling Unit was initially conveyed; all portions of the Condominium Property for which this Declaration otherwise requires coverage by the Association; and personal property owned by the Association, in and for the interest of the Association, all Dwelling Unit Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. Additionally, the Association must provide evidence of such insurance coverage to the Association and the Association must be named as a loss payee in such insurance policy(ies). The Association shall purchase insurance for each Building now located or which may hereafter be located, built or placed within the Condominium in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Building" as used in this Article 12 does not include floor, wall or ceiling coverings. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance and appropriate deductibles. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Condominium Property from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Condominium Property in construction, location and use.

#### 12.2. Flood Insurance

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in the Condominium, if available and at a reasonable premium, under the National Flood Insurance Program or any other government regulated insurance carrier authorized to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association or such

commercial underwriter, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

#### 12.3. Form of Policy and Insurance Trustee

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium Property operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Dwelling Units within the Condominium ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. Upon written request to the Association by the Lead Mortgagee, the Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Dwelling Units within the Condominium to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Dwelling Unit(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

#### 12.4. Required Policy Provisions

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and 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 Dwelling Unit 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 or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

#### 12.5. Restrictions of Mortgagees

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 Dwelling Unit Owners and/or their respective mortgagees.

#### 12.6. Distribution of Insurance Proceeds and Losses

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, Dwelling Unit Owners and mortgagees under the following terms:

12.6.1. Loss to Dwelling Unit Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Dwelling Units alone, without any loss to any other improvements within the Condominium Property or other property for which the Association has insurance coverage, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Dwelling Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Dwelling Unit Owners to use such proceeds to effect necessary repair to the Dwelling Units. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Dwelling Units alone, the Common Elements or other property or any combination thereof.

12.6.2. Loss of Fifty Thousand Dollars (\$50,000) or Less to Dwelling Units and Common Elements. In the event that a loss of Fifty Thousand Dollars (\$50,000) or less occurs to improvements within one (1) or more Dwelling Units and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, 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 cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Dwelling Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Dwelling Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements or other property for which the Association has insurance coverage, and the balance of the funds ("Balance") shall be apportioned by



the Association to repair the damage to the improvements within Dwelling Units, which apportionment shall be made to each Dwelling Unit in accordance with the proportion of damage sustained to improvements within said Dwelling Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Dwelling Unit and the cost of repair shall be paid by a Special Assessment levied against all of the Dwelling Units.

12.6.3. Loss in Excess of Fifty Thousand Dollars (\$50,000) to Dwelling Units and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) as a result of damages to the improvements within the Common Elements and/or Dwelling Units and Common Elements 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, and shall distribute the same 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 and 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 subparagraph 12.6.3(c) below, 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, by the Association, by any 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 with and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and 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 Dwelling Units contiguous to such damaged Common Elements and other property for which the Association has insurance coverage, the Board shall hold a special meeting to determine a Special Assessment against all of the Dwelling Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Dwelling Units setting forth the date or dates of payment of the same, and any and all funds received from the Dwelling Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 12.6.3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), and three-fourths

(3/4) of the Dwelling Unit 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 6 hereof and shall promptly pay each share of such proceeds to the Dwelling Unit Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Dwelling Unit Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Dwelling Unit Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

12.6.4. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property 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 Dwelling Unit Owners in proportion to their contributions by way of a Special Assessment.

12.6.5. Institutional Mortgagees. 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 mortgagee may be enforced by a mortgagee.

12.6.6. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for the Condominium or other property, as: (i) originally constructed; (ii) reconstructed; or (iii) depicted in 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 Condominium or other property as previously constructed shall require approval by the Lead Mortgagee.

12.6.7. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Dwelling Units alone, Common Elements alone or to improvements within any combination thereof or within any other property for which the Association has insurance coverage.

12.6.8. Insurance Amounts. Notwithstanding anything in this Article 12 to the contrary, the amounts set forth for the purchase of insurance in this Article 12 are the minimum amounts to be purchased. Therefore, Dwelling Unit Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not

constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

12.6.9. Miscellaneous Policy Requirements. Policies insuring the property within the Condominium or other property purchased pursuant to the requirements of this Article 12 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Dwelling Unit Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Dwelling Unit Owners who are not under the control of the Association; and the policy will be primary, even if a Dwelling Unit Owner has other insurance that covers the same loss.

12.6.10. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 14, provided that the coverages required hereunder are fulfilled.

### 13. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

#### 13.1. Proceedings

The Association shall represent the Dwelling Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority.

#### 13.2. Deposit of Awards With Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Dwelling Unit Owners, the Dwelling Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Dwelling Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Dwelling Unit Owner.

#### 13.3. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in the Declaration and distributed to the Dwelling Unit Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Dwelling Units will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

#### 13.4. Dwelling Unit Reduced But Tenantable

If the taking reduces the size of a Dwelling Unit ("Affected Dwelling Unit") and the remaining portion of the Affected Dwelling Unit can be made tenantable, the award for the taking of a portion of the Affected Dwelling Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

13.4.1. Affected Dwelling Unit Made Tenantable. The Affected Dwelling Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge.

13.4.2. Excess Distributed to Dwelling Unit Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Owner of the Affected Dwelling Unit and to each Institutional Mortgagee of the Affected Dwelling Unit, the remittance being made payable to the Dwelling Unit Owner and Institutional Mortgagees as their interests may appear.

13.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Dwelling Unit is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Dwelling Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Dwelling Unit is reduced by the taking, and then the shares of all Dwelling Units in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Dwelling Units in proportion to their share of ownership in the Common Elements.

#### 13.5. Affected Dwelling Unit Made Untenantable

If the taking is of the entire Affected Dwelling Unit or so reduces the size of an Affected Dwelling Unit that it cannot be made tenantable, the award for the taking of the Affected Dwelling Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

13.5.1. Payment to Dwelling Unit Owner and Institutional Mortgagee. The market value of the Affected Dwelling Unit immediately prior to the taking shall be paid to the Dwelling Unit Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

13.5.2. Remaining Portion of Affected Dwelling Unit. The remaining portion of the Affected Dwelling Unit, if any, shall be released by the Institutional Mortgagee and conveyed by the Dwelling Unit Owner to the Association. Such remaining portion of the Affected Dwelling Unit shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Condominium Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 13.4.1 above, the work shall be approved in

the manner required for further improvement of the Common Elements.

13.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Dwelling Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Dwelling Units among the reduced number of Dwelling Units. The shares of the continuing Dwelling Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Dwelling Unit being allocated to all the continuing Dwelling Units in proportion to their relative share of ownership in the Common Elements.

13.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Dwelling Unit to the Dwelling Unit Owner and to condition the remaining portion of the Affected Dwelling Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Dwelling Unit Owners who will continue as Dwelling Unit Owners after the changes in the Condominium effected by the taking. The Special Assessments shall be made in proportion to the shares of those Dwelling Unit Owners in the Common Elements after the changes effected by the taking.

13.5.5. Determination of Market Value of Affected Dwelling Unit. If the market value of an Affected Dwelling Unit prior to the taking cannot be determined by agreement between the Dwelling Unit Owner, the Institutional Mortgagees of the Affected Dwelling Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Dwelling Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Dwelling Units in proportion to the shares of the Dwelling Units in the Common Elements as they exist prior to the changes effected by the taking.

#### 13.6. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Dwelling Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear.

#### 13.7. Amendment of Declaration

The changes in Dwelling Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, all Dwelling Unit Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30)-day period is waived in writing by the Interested Parties.

#### 14. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

##### 14.1. New Total Tax

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Dwelling Unit and its appurtenant undivided interest in the Common Elements, as now provided by law ("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 wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Owners of all Dwelling Units. Each Dwelling Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Dwelling Unit 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 Dwelling Unit and its appurtenant percentage interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Dwelling Unit and its appurtenant percentage interest in Common Elements.

##### 14.2. Personal Property Taxes

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 the Association and shall be included as a Common Expense in the Budget of the Association.

## 15. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

### 15.1. Dwelling Unit Use

The Dwelling Units shall be used for single-family residences only. No separate part of a Dwelling Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Dwelling Units; provided, however, a Dwelling Unit Owner may use a room within a Dwelling Unit as an office for conducting personal business if such personal business does not require contact at the Dwelling Unit with customers or clientele of the Dwelling Unit Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Dwelling Unit. Any such personal office use shall not be deemed a commercial activity in violation of this subparagraph 15.1. Such personal business use must, nonetheless, comply with any applicable governmental regulation. No Dwelling Unit may be rented for a term of less than three (3) months, and no Dwelling Unit may be rented more than twice in any twelve (12)-month period. A Dwelling Unit owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and his or her family, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Condominium Documents.

### 15.2. Nuisance

A Dwelling Unit Owner shall not permit or suffer anything to be done or kept in his Dwelling Unit which will: (i) increase the insurance rates on his Dwelling Unit or the Common Elements; (ii) obstruct or interfere with the rights of other Dwelling Unit Owners or the Association; or (iii) annoy other Dwelling Unit Owners by unreasonable noises or otherwise. A Dwelling Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Dwelling Unit or on the Common Elements.

### 15.3. Signs

A Dwelling Unit Owner (with the exception of Developer, for so long as Developer holds a Dwelling Unit for sale) shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Dwelling Unit so as to be visible from the Common Elements, or any public way, except as may be previously and specifically approved in writing by the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property, as well as any signs in connection with its sales activities.

#### 15.4. Animals

Pet restrictions shall be as provided under the rules and regulations promulgated by the Association. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property, and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Dwelling Unit. No pet shall be kept tied outside a Dwelling Unit or on any Patio or Balcony, unless someone is present in the adjacent Dwelling Unit. No dogs will be curbed in any landscaped area or close to any walk or Patio, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Dwelling Unit Owner shall immediately pick up and remove any solid animal waste deposited by his pet. A Dwelling Unit Owner shall be liable for any damage to any of the Condominium Property caused by his or her pet, including, but not limited to, damage to a building, the grounds, flooring, wall, trim, finish, tiles, carpeting and stairs. A Dwelling Unit Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Dwelling Unit Owners by barking or otherwise, the Dwelling Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Dwelling Unit Owner, upon three (3) days' written Notice and Hearing by the Association, will be required to permanently remove the animal from the Condominium Property.

#### 15.5. Clotheslines

No clothesline or other similar device shall be allowed in any portion of the Common Elements. Clotheslines within a Dwelling Unit shall be concealed from view from all portions of the Condominium.



## 15.6. Window Décor

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Dwelling Unit Owner or tenant first moves into a Dwelling Unit or when permanent window treatments are being cleaned or repaired. All window treatments or door coverings installed within a Dwelling Unit which are visible from the exterior of the Dwelling Unit shall have a white or beige backing, unless otherwise approved in writing by the Board.

15.7. Removal of Sod and Shrubbery; Alteration of Drainage, *etc.*

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of surface water within the Condominium Property without prior written consent of the Board.

## 15.8. Antenna, Aerial and Satellite Dish

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street and integrated with the Condominium Property, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Condominium Unit Owner desiring to install permissible dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Association to ensure compliance with the Association's rules governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae. This Paragraph 15.8 shall not apply to the Developer.

#### 15.9. Garbage and Trash

Each Dwelling Unit Owner shall regularly pick up all garbage, trash, refuse or rubbish around his Dwelling Unit, and no Dwelling Unit Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the Condominium, including any portion of the Common Elements. All garbage, trash, refuse or rubbish must be placed in appropriate trash containers or bags and placed for valet pickup, if any. All trash containers shall be kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

#### 15.10. Radio Transmission

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

#### 15.11. Vehicles

No boats, boat trailers, recreational vehicles, house trailers, motor homes, motorcycles, motor scooters, go-carts, motor bikes, commercial vehicles or other motor vehicles, other than four-wheel passenger automobiles and other four-wheel passenger vehicles and certain motorcycles which may be determined acceptable by the Board, shall be permitted on any portion of the Condominium Property, except for commercial vehicles furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. No vehicle which does not fit within a parking space or a garage with the garage door closed shall be allowed to be kept on the Condominium Property. The Association shall have the right to authorize the towing away of any vehicle which violates this Declaration or the rules and regulations of the Association, with the costs to be borne by the Dwelling Unit Owner or violator. 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 within the Condominium Property.

#### 15.12. Garages

No garage, other than garages constructed by Developer, shall be erected which is separate from a Dwelling Unit. No portion of a garage originally intended for the parking of an automobile shall be converted to other uses such as living area, storage area, workshop, recreation room or business uses. Dwelling Unit Owners and their lessees and their family members, guests and invitees may not store personal property in a garage and then park vehicles in the guest parking areas of the Condominium Property. No individual air conditioning units which are visible from outside the Dwelling Unit shall be permitted in a garage. All garage doors shall remain closed when not in use for ingress and egress.

#### 15.13. Projections

No Dwelling Unit Owner shall cause anything to project out of any window, door, Balcony or Patio except as may be approved in writing by the Association. Flags may be displayed, but only in accordance with Section 718.113(4) of the Act.

#### 15.14. Condition of Dwelling Units

Each Dwelling Unit Owner shall keep his Dwelling Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

#### 15.15. Hurricane Season

Each Dwelling Unit Owner who plans to be absent from his Dwelling Unit during the hurricane season must prepare his Dwelling Unit prior to his departure by removing all furniture, potted plants and other movable objects, if any, from his Balcony or Patio, and by designating a responsible firm or individual satisfactory to the Association to care for his Dwelling Unit should the Dwelling Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association, which consent may be unreasonably withheld. If installation of hurricane shutters is made which does not conform to the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Dwelling Unit Owner's expense or they shall be removed.

#### 15.16. Structural Modifications

A Dwelling Unit Owner may not make or cause to be made any structural modifications to his Dwelling Unit without the Association's prior written consent, which consent may be unreasonably withheld. Notwithstanding the foregoing, a Dwelling Unit Owner who owns two (2) adjacent Dwelling Units may connect such Dwelling Units provided it does not cause any structural or other harm to the structure or utilities or other service lines contained within the walls or if such utility service lines can be moved, they may be moved only at the cost of the Dwelling Unit Owner desiring to connect adjacent Dwelling Units owned by such Dwelling Unit Owner. The Dwelling Unit Owner shall be responsible for paying for all engineering, architectural and other requirements of the Condominium Association in making such modifications in order not to cause damage, including, but not limited to, structural and utility service to the other Dwelling Units and the Common Elements.

#### 15.17. Compliance and Board's Rule-Making Power

Every Dwelling Unit Owner and occupant of a Dwelling Unit shall abide by the use restrictions herein and the rules and regulations adopted by the Association. The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the

Dwelling Unit Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Condominium Documents; (ii) apply equally to all lawful Condominium residents without discriminating on the basis of whether a Dwelling Unit is occupied by a Dwelling Unit Owner or his lessee; and (iii) in Developer's opinion, for so long as Developer holds any Dwelling Units for sale in the ordinary course of business, would not be detrimental to the sales of Dwelling Units by Developer.

#### 15.18. Limitations

Notwithstanding anything contained in this Article 15 to the contrary, in the event any term or provision of this Article 15 is in conflict with any other term or provision of this Declaration, then such other term or provision of the Declaration shall control for so long as same is in effect.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary, to afford a handicapped person equal opportunity to use and enjoy the Condominium Property.

#### 15.19. Weight and Sound Restrictions

With respect to all Dwelling Units located above another Dwelling Unit, all carpeted floors must be covered with a pad of a minimum weight designated by the Association. Installation of hard-surfaced floor coverings, other than those installed by Developer, such as tile, marble, wood, and the like, in any portion of the Dwelling Unit (or Limited Common Elements appurtenant thereto), must first be submitted to and approved by the Board, and if approved, must meet all sound insulation standards established by the Board from time to time, and also meet all applicable structural requirements. Further, the Board will have the right to specify the exact material(s) to be used for sound insulation purposes. The installation of any improvement or heavy object, including any large tree or plant on a Balcony or Patio, must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Dwelling Unit Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on Balconies and Patios and, in that regard, indoor/outdoor carpeting shall not be permitted on Balconies or Patios. Dwelling Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Each Dwelling Unit Owner, by acceptance of a deed or other conveyance of his or her Dwelling Unit, hereby acknowledges and agrees that sound transmission in Buildings such as in the Condominium is very difficult to control, and that the noises from adjoining or nearby Dwelling Units and/or mechanical equipment can often be heard in another Dwelling Unit.

Developer does not make any representation or warranty as to the level of sound transmission between and among Dwelling Units and the other portions of the Condominium Property, and each Dwelling Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

#### 15.20. Construction.

Other than the Developer, Dwelling Unit Owners may not have any construction or renovation performed without written notification to the Association at least twenty-four (24) hours in advance. The Association may reasonably restrict the time and manner of construction, except as it relates to the Developer. Other than the Developer, Dwelling Unit Owners must provide the Association with a Five Thousand Dollar (\$5,000.00) security deposit prior to commencement of construction or renovation. Additionally, if the Developer or the Association maintains a construction dumpster on-site, all Dwelling Unit Owners constructing or renovating their Dwelling Units shall use the dumpster for construction debris only and must pay to the Developer or the Association a nonrefundable fee of up to Two Hundred Dollars (\$200.00) per month, or more if the actual cost for removing such materials exceed Two Hundred Dollars (\$200.00), for use of the dumpster while the Owner's Dwelling Unit is under construction. No refuse from construction deliveries shall be placed in trash containers on a site not specifically designated for construction materials.

#### 15.21. Turtle Run Occupancy and Use Restrictions

All Dwelling Unit Owners are also subject to use and occupancy restrictions contained in the Master Covenants to the extent applicable and as they may be amended from time to time.

### 16. ASSIGNMENT OF PARKING SPACES

16.1. Parking spaces shall be used, assigned and reassigned in accordance with the provisions of this Article 16. The use of a parking space shall be an appurtenance to the Dwelling Unit to which it is assigned as a Limited Common Element.

#### 16.2. Assignment of Parking Spaces

16.2.1. Developer has determined that each one (1)-bedroom Dwelling Unit will be automatically assigned one (1) parking space. The original assignment by Developer or the Association to a Dwelling Unit Owner of the use of a parking space shall be made by a written "Assignment of Use of Parking Space" ("Assignment") in which the particular parking space is described. The Association shall maintain a book ("Book") for the purpose of recording the current assignee of each parking space. Upon assignment of a parking space by Developer, Developer shall cause the Association to record such assignment in the Book, and the Owner of the Dwelling Unit to which the 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 Dwelling Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Dwelling Unit. In the event a Dwelling Unit Owner requires a handicapped parking space, Developer or the Association, as applicable, may reassign an assigned parking space in order to accommodate such handicapped Dwelling Unit Owner. Upon conveyance of or passing of title to the Dwelling Unit to

which the use of such parking space is appurtenant, the new Dwelling Unit 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 Dwelling Unit 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 Dwelling Unit number.

16.2.2 In the event any parking spaces have not been assigned to the use of any particular Dwelling Unit after Developer no longer owns any Dwelling Units in the Condominium, such parking spaces may be assigned, used or leased on such terms and conditions as the Board may from time to time determine, provided that a sufficient number of parking spaces shall always be kept for guest parking.

#### 16.3. Restrictions on Separate Transfer of Parking Spaces

The use of assigned parking spaces may be transferred by a Dwelling Unit Owner to another Dwelling Unit Owner within the Condominium.

#### 16.4. One Parking Space to Each Dwelling Unit

Each Dwelling Unit shall have the use of one (1) parking space, either an assigned parking space or a garage, and no transfer shall be made which shall deprive any Dwelling Unit of such use, provided, however, an Owner may temporarily lease his or her parking space to another Owner.

### 17. SALES, LEASES AND CONVEYANCES

In order to assure a community of congenial and responsible condominium residents and thus protect the value of the Dwelling Units, the sale and leasing of Dwelling Units shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this Article 17 of the Declaration is amended in the manner herein provided:

#### 17.1. Sale

No Dwelling Unit Owner may sell or transfer (except to the spouse, children or parents of such Owner) his Dwelling Unit without approval of the Association, which approval shall be obtained in the following manner:

17.1.1. Notice to Association. Each and every time a Dwelling Unit Owner ("Offeror") intends to sell or transfer his Dwelling Unit or any interest therein (other than a lease for a term of five [5] years or less) ("Offering"), he shall give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the intended purchaser or transferee ("Transferee"), the terms of such purchase or transfer and such other information as the

Association may reasonably require on forms supplied by the Association, as well as the approval fee required by the Association, which shall initially be One Hundred and No/100 Dollars (\$100.00) and which may be increased if the Act so permits in the future. The giving of the Transfer Notice shall constitute a warranty and representation by the Offeror to the Association and any Transferee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Transfer 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.

17.1.2. Association's Election. Within thirty (30) days after receipt of the Transfer Notice, the Association shall either approve the Offering ("Approval") or, except as provided below to the contrary, furnish a Transferee approved by the Association and give notice thereof to the Offeror who will accept the sale to the substitute Transferee furnished by the Association upon terms as favorable to the Offeror as the terms stated in the Transfer Notice; except that the Transferee furnished by the Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale of Offeror's Dwelling Unit. Offeror shall be bound to consummate the transaction with such Transferee as may be approved and furnished by the Association. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Association, and shall be delivered to the Transferee of the Offeror. Notwithstanding anything contained herein to the contrary, in the event the Offeror does not wish to consummate the proposed Offering with any Transferee other than the Transferee named in the Transfer Notice, then the Offeror shall so state in the Transfer Notice ("Restricted Transfer Notice") and the Association, within thirty (30) days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror of the Transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the Transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Offeror submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed Transferee is approved by the Association or, if not restricted by the Offeror in such Transfer Notice, the Association furnishes a substitute Transferee in the manner set forth above. Failure of the Association to grant Approval, or, in the case of a Transfer Notice which is not a Restricted Transfer Notice, to furnish a substitute Transferee or, in the case of a Restricted Transfer Notice, to deny Approval within thirty (30) days after the Restricted Transfer Notice is received, shall constitute Approval, and the Association shall be required to prepare and deliver to the Transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two (2) officers of the Association.

## 17.2 Lease

All leases of Dwelling Units having a term of five (5) years or less shall be and shall state therein that they are subject to approval by the Association, which approval shall not be unreasonably withheld (leases in excess of five [5] years shall be treated as sales, pursuant to Section 17.1). No lease shall have a term of less than six (6) months. Prior to allowing a proposed lessee to move into a leased Dwelling Unit or providing a key to the Dwelling Unit to the lessee, the Dwelling Unit Owner shall provide a copy of the fully-executed lease to the Association, together with any

information about the proposed lessee the Association may require. The Association shall have five (5) business days to express its approval or disapproval of the lessee, in writing. Should the Association not express its approval or disapproval within such five (5)-day period, then the lease and the lessee shall be deemed to be disapproved and, in such event, or should the Association express its disapproval of the lessee, then the Dwelling Unit shall not be leased to the proposed lessee. The Board may, at its sole option, prepare a form of information sheet which it may require all proposed lessees to complete prior to the Association's review of the proposed lease. Any Dwelling Unit Owner who leases his Dwelling Unit shall be responsible for any violations of this Declaration or the rules of the Association committed by his lessee, including any fines imposed by the Board as a result of any such violation.

### 17.3. Acquisition by Gift, Devise or Inheritance

17.3.1. Notification of Acquisition. Any person(s) (except the spouse, parents or children of a Dwelling Unit Owner) who has obtained a Dwelling Unit by gift, devise, inheritance or by any other method not heretofore considered shall give to the Association notice ("Acquisition Notice") of the fact of obtaining such Dwelling Unit, together with: (i) such information concerning the person(s) obtaining the Dwelling Unit as may be reasonably required by the Association; (ii) a certified copy of the instrument by which the Dwelling Unit was obtained; and (iii) the approval fee. If the Acquisition Notice is not given to the Association, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction, the Association may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given the required Acquisition Notice on the date of such knowledge.

17.3.2. Approval by Association. Within thirty (30) days after receipt of the aforementioned Acquisition Notice and information, the Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person(s) receiving the same. The approval of the Association shall be in recordable form signed by any two (2) officers of the Association and delivered to the person (or any of them if there is more than one [1] person) obtaining title. Failure of the Association to act within such thirty (30)-day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Association advising the person (or any of them if there is more than one [1] person) obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy such Dwelling Unit at its fair market value. The fair market value shall be determined by any of the following methods: (i) by three (3) appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person(s) holding title and one (1) by the two (2) appraisers just appointed; (ii) upon mutual agreement by the purchaser and person(s) holding title; or (iii) by one (1) appraiser mutually agreed upon by the purchaser and the person(s) holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person (or any of them if there is more than one [1] person) holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Dwelling Unit in accordance with the terms of this Declaration.



17.3.3. Approval by Default. If the Association shall fail to provide a purchaser within thirty (30) days from receipt of the Acquisition Notice, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) officers of the Association.

17.3.4. Dwelling Unit Owner Obligation to Association. Upon becoming the Owner of a Dwelling Unit by gift, devise, inheritance or otherwise, the Dwelling Unit Owner shall deliver to the Association, as soon as practicable, after the transaction has taken place, a certified copy of the instrument by which title to the Dwelling Unit was obtained and written approval of the Association (as further described in subparagraph 17.3.2).

#### 17.4. Rights of Institutional Mortgagee in Event of Foreclosure

Upon becoming the Owner of a Dwelling Unit through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to a Dwelling Unit as the result of a foreclosure sale by an Institutional Mortgagee, shall not require the approval of the Association as to its ownership of such Dwelling Unit and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Dwelling Unit, including the fee ownership thereof, without prior offer to or approval by the Association, and the provisions of Paragraphs 17.1 and 17.2 of this Article 17 shall not apply to such persons or entities. It is the intent hereof to provide that an Institutional Mortgagee, upon becoming the Owner of a Dwelling Unit under the conditions set forth in the preceding sentence, is not required to have its ownership in a Dwelling Unit approved by the Association and that it is also free from the other restrictions of Paragraphs 17.1 and 17.2 of this Article 17.

### 18. MAINTENANCE AND REPAIR PROVISIONS

#### 18.1. By Dwelling Unit Owners

18.1.1. Maintenance and Repair. Each Dwelling Unit Owner shall maintain in good condition and repair and replace at his expense all portions of his Dwelling Unit, including all window panes, window screens and all interior surfaces within or surrounding his Dwelling Unit (such as the surfaces of the walls, ceilings and floors), entryways and all exterior doors and casings and hardware therefor, including garage door openers which are installed by the Dwelling Unit Owner; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his Dwelling Unit. Every Dwelling Unit Owner shall keep his or her Limited Common Element Balcony or Patio in a clean manner and repair and replace all screening therefore at his or her expense. Each Dwelling Unit Owner with the use of a Driveway shall be responsible to keep it swept and free of stains. Every Dwelling Unit Owner must perform promptly all maintenance and repair work within his Dwelling Unit, as aforesaid, which if not performed would affect the Condominium Property in its entirety or a Dwelling Unit belonging to another Dwelling Unit Owner. Each Dwelling Unit Owner shall be expressly responsible for the

damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Dwelling Unit shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

18.1.2. Alterations. No Dwelling Unit Owner shall make any alterations in a Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Buildings, the Common Elements or the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Buildings without first obtaining the written consent of the Board.

18.1.3. Painting and Board Approval. No Dwelling Unit Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of a Building maintained by the Association, including Balconies, Patios, doors or window frames (except for replacing window panes), *etc.*, except as otherwise provided herein with respect to Balcony or Patio floors and Stairways. No Dwelling Unit Owner shall have any exterior lighting fixtures, mail boxes, window screens, screen doors, doorbells, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of a Building maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Building 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.

18.1.4. Duty to Report. Each Dwelling Unit Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property, the responsibility for the remedying of which is that of the Association.

18.1.5. Use of Licensed Plumbers and Electricians. No Dwelling Unit Owner shall have repairs made to any plumbing or electrical wiring within a Dwelling Unit except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Dwelling Unit shall be paid for by and shall be the financial obligation of the Dwelling Unit Owner, unless such repairs are made in a Dwelling Unit to plumbing or electrical systems servicing more than one (1) Dwelling Unit.

18.1.6. Access by Association. Each Dwelling Unit Owner shall permit the Association to have access to his Dwelling Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Dwelling Unit.

18.1.7. Air-Conditioning. Air conditioning units and service lines incident to air conditioning units which serve only one Dwelling Unit shall be maintained, replaced or repaired by the Dwelling Unit Owner whose Dwelling Unit is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

18.1.8. Liability for Actions. A Dwelling Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, negligence or carelessness, or by that of his lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. A Dwelling Unit Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

18.2. By the Association

18.2.1. Improvements. The Association shall maintain, repair and replace as necessary all of the Common Elements, including the roadways, parking areas, recreational facilities, the Conservation Area, Driveways, access gates, landscaping and sprinkler systems and any fence or wall, as well as exterior surfaces of the Buildings. Notwithstanding the foregoing, the Association's maintenance responsibility for Driveways shall not include cleaning; rather, cleaning of a Driveway shall be the responsibility of the Dwelling Unit Owner who is entitled to use such Driveway. Further, in the event the Association permits a Dwelling Unit Owner to install a covering on the surface of his or her Driveway, such as but not limited to brick pavers, then the covering shall remain the property of such Dwelling Unit Owner and the Association shall not be responsible for any damage to such covering in the event of the need to repair the Driveway.

18.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities and equipment for the furnishing of any and all utility services including the operation of the storm water management system and the maintenance of the sanitary sewer service laterals leading to the Buildings, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Dwelling Unit.

18.2.3. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Common Expense.

18.2.4. Compliance With Master Covenants. The Association shall comply with the provisions of the Master Covenants, to the extent applicable, as they may be amended from time to time.

### 18.3. Developer's Warranties

Notwithstanding anything contained in this Article 18 to the contrary, each Dwelling Unit Owner acknowledges and agrees that Developer shall be irreparably harmed if a Dwelling Unit Owner undertakes the repair or replacement of any defective portion of a Dwelling Unit, a Building, the Common Elements or any other real or personal property constituting the Condominium Property during the time in which Developer is liable under any warranties in connection with the sale of any Dwelling Unit. Accordingly, each Dwelling Unit Owner hereby agrees (i) to promptly, upon such Dwelling Unit Owner's knowledge of the existence of any such defective portion, provide written notice to Developer specifying each such defective portion, upon the receipt of which Developer shall have thirty (30) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, if Developer fails to commence the repair or replacement of such defective portion within the Repair Period, such Dwelling Unit Owner may repair or replace same. If any Dwelling Unit Owner fails to comply with the provisions of this Paragraph 18.3, such Dwelling Unit Owner will be deemed to have breached his obligation to mitigate damages and such Dwelling Unit Owner's conduct shall constitute an aggravation of damages.

### 18.4. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements to the Common Elements which are approved by the Board and which do not prejudice the rights of any Dwelling Unit Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of a Dwelling Unit Owner or Institutional Mortgagee, the consent of such Dwelling Unit Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of the Dwelling Unit Owners of two-thirds (2/3) of the Dwelling Units if the cost of the same shall be a Common Expense which shall exceed One Thousand Dollars (\$1,000) per Dwelling Unit. (Such amount is based on the value of the dollar in 2004. Such amount shall be increased each year thereafter based upon the increases in the Consumer Price Index.) The cost of such alterations and improvements shall be assessed among the Dwelling Unit Owners in accordance with their respective shares of Common Expenses.

18.5. Notwithstanding anything contained in this Article 18 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the provisions of the Master Covenants, to the extent applicable, and with all other valid terms and provisions thereof.

## 19. ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

### 19.1. Affirmative Covenant to Pay Common Expenses

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements for the recreation, safety, welfare, and benefit of Dwelling Unit Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Dwelling Units and the Dwelling Unit Owners the affirmative covenant and obligation to pay the Assessments including, but not limited to, the Annual Assessments. Each Dwelling Unit Owner, by acceptance of a deed or other instrument of conveyance for a Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, shall be so obligated and agrees to pay to the Association all Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Dwelling Unit therein.

### 19.2. Lien

The Annual Assessment and Special Assessments, as determined in accordance with Article 20 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Dwelling Unit and shall be a continuing lien upon the Dwelling Unit against which each such Assessment is made. Each Assessment against a Dwelling Unit together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Dwelling Unit so assessed. The Association's statutory lien for Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association, as of the date the statement is signed, setting forth the description of the "condominium parcel" (as defined in the Act), the name of the record Owner of the Dwelling Unit, the name and address of the Association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

19.2.1. Personal Obligation. Each Assessment against a Dwelling Unit, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Dwelling Unit so assessed.

19.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Dwelling Unit by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Dwelling Unit by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due prior to such acquisition of title to the extent required by Section 718.116 of the Act as it exists at the time of recording this Declaration in the Public Records of the

County. Assessments which are not due from such Institutional Mortgagee shall become a Common Expense collectible from all Dwelling Unit Owners pursuant to Paragraph 21.9 hereof.

### 19.3. Enforcement

In the event that any Dwelling Unit Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his Dwelling Unit within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

- (i) To advance, on behalf of the Dwelling Unit Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Dwelling Unit Owner in failing to make his or her payments;
- (ii) To accelerate the entire amount of any Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes;
- (iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
- (iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and right of foreclosure.

## 20. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS

The Assessments as hereinafter set forth and described shall be assessed to and collected from Dwelling Unit Owners on the following basis:

### 20.1. Determining Annual Assessment

20.1.1. Expenses. The total anticipated Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Dwelling Units based upon each Dwelling Unit's share of the Common Expenses, which allocated sum shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted monthly in the instance where the Board determines that the estimated Common Expenses

are insufficient to meet the actual Common Expenses being incurred, in which event the anticipated Common Expenses for the remaining months may be increased accordingly in calculating the Annual Assessment.

20.1.2. Assessment Payment. The Annual Assessment shall be payable monthly in advance on the first day of each month of each year, or at such other time as may be determined by the Board from time to time but in no event less frequently than quarterly. The Association may at any time require the Dwelling Unit Owners to maintain a minimum balance on deposit with the Association to cover future installments of Assessments. The amount of such deposit shall not exceed one-quarter (1/4) of the then current Annual Assessment for the Dwelling Unit.

#### 20.2. Special Assessments

In addition to the Annual Assessment, Dwelling Unit Owners shall be obligated to pay such Special Assessments as shall be levied by the Board against their Dwelling Units in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) the failure or refusal of other Dwelling Unit Owners to pay their Annual Assessment; or (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act. The amount of a Special Assessment shall be determined as provided in subparagraph 20.1.1 above.

### 21. COMMON EXPENSES

The following expenses are declared to be Common Expenses each Dwelling Unit Owner is obligated to pay to the Association as provided in this Declaration and the Condominium Documents.

#### 21.1. Taxes

Any and all taxes levied or assessed at any and all times by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof or be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Common Expenses.

#### 21.2. Utility Charges

All charges against the Association levied for utilities providing services for the Common Elements, whether supplied by a private or public firm shall, as appropriate, be considered Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge payable by the Association incurred in connection with the Common Elements and Dwelling Units, where

applicable.

#### 21.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Common Expenses.

#### 21.4. Destruction of Buildings or Other Improvements

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any Building or other structure upon the Common Elements by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association, which shall open an account with a banking institution doing business in the County for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds or, in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Paragraph 20.2 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

#### 21.5. Maintenance, Repair and Replacements

Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all Buildings, improvements, personal property and furniture, fixtures and equipment of the Association upon the Common Elements, including drives, Driveways (except as provided in subparagraph 18.1.1 herein), access gates, landscaping, sprinkler service and any wall or fence, as well as the Conservation Area, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover, including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property pursuant to agreements between the Association and utility corporations. Any expenses for replacements not in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided



in Paragraph 20.2 of this Declaration.

21.6. Administrative and Operational Expenses

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium shall be deemed to be Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of Developer) to assist in the operation of the Condominium Property and in carrying out the obligations of the Association hereunder. The fees or costs of this or any other management company or contractor so retained shall be deemed to be part of the Common Expenses hereunder, as will fees which may be required to be paid to the Division of Florida Land Sales, Condominiums and Mobile Homes and the Secretary of State of Florida from time to time.

21.7. Indemnification

The Association covenants and agrees that it will indemnify and hold harmless the officers and members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that the officers and Directors may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

21.8. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Common Expense.

21.9. Failure or Refusal of Dwelling Unit Owners to Pay Annual Assessments

Funds needed for Common Expenses due to the failure or refusal of Dwelling Unit Owners to pay their Annual Assessments levied shall, themselves, be deemed to be Common Expenses and properly the subject of an Assessment.

#### 21.10. Extraordinary Items

Extraordinary items of expense under this Declaration, such as expenses due to casualty losses and other extraordinary circumstances, shall be the subject of a Special Assessment.

#### 21.11. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Condominium Documents must also be approved by a majority vote of the Dwelling Unit Owners at any meeting of Members having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

#### 21.12. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Dwelling Unit Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

#### 21.13. Miscellaneous Expenses

Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board.

### 22. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

#### 22.1. Subdivision

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Dwelling Units and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Dwelling Unit shall be deemed to describe the entire Dwelling Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

22.2. Incorporation of Section 718.107

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

23. PROVISIONS RELATING TO SEVERABILITY

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

24. PROVISIONS RELATING TO INTERPRETATION

24.1. Titles

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 contents of any material contained herein.

24.2. Gender

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.

24.3. Member

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.

24.4. Rule Against Perpetuities

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property 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 that of the incorporator of the Association.

25. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Dwelling Unit 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 Dwelling Unit Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to sue for

either injunctive relief, for damages or for both, and such parties shall have all other rights and remedies available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Dwelling Unit Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Dwelling Unit Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Condominium Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Condominium Documents.

## 26. PROVISIONS FOR ALTERATIONS OF DWELLING UNITS BY DEVELOPER

### 26.1. Developer's Reserved Right

Developer reserves the right to alter, change or modify the interior design and arrangement of all Dwelling Units and to nonmaterially alter the boundaries between the Dwelling Units as long as Developer owns the Dwelling Units so altered (which alterations in Developer's Dwelling Units are hereinafter referred to as the "Alterations"). Any material alterations require the majority approval of the Voting Interests in the Condominium.

### 26.2. Alterations Amendment

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Dwelling Units owned by Developer and the Common Elements therein will first require an amendment to this Declaration in the manner provided in Article 27 hereof.

In the event the Alterations do not require an amendment in accordance with the above provisions, then, as long as Developer owns the Dwelling Units being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Paragraph 26.2. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Dwelling Unit Owners or lienors or mortgagees of the Dwelling Units, whether or not such approvals are elsewhere required for an amendment of this Declaration; provided, however, if the amendment is material, then the consent of a majority of the Dwelling Unit Owners is also required.

## 27. PROVISIONS FOR AMENDMENTS TO DECLARATION

### 27.1. General Procedure

Except as to the Amendment described in Paragraph 26.2 hereof, and the matters described in Paragraphs 27.2, 27.3, 27.4, 27.5, 27.6 and 27.7 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment), this Declaration may be amended at any regular or special meeting of the Dwelling Unit Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Dwelling Unit Owners; provided that any amendment shall also 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 Developer and to all Institutional Mortgagees ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records, 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 Institutional Mortgagees.

### 27.2. Material Alteration

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Dwelling Unit in any material fashion, materially alter or modify the appurtenances to such Dwelling Unit, change the proportion or percentage by which the Dwelling Unit Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Dwelling Unit's voting rights in the Association, unless: (i) the record Owner of the Dwelling Unit, and all record owners of liens on the Dwelling Unit join in the execution of the amendment; and (ii) all the record Owners of all other Dwelling Units approve the amendment. Any such amendments shall be evidenced by a certificate joined in and executed by all the Dwelling Unit Owners and all Institutional Mortgagees holding mortgages thereon and shall be recorded in the same manner as provided in Paragraph 27.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Dwelling Units encumbered by mortgages held by Institutional Mortgagees. Consent of Institutional Mortgages shall not be unreasonably withheld.

### 27.3. Defect, Error or Omission

Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Dwelling Unit Owners to consider amending the Declaration or other Condominium Documents. Upon the affirmative vote of one-third (1/3) of the Dwelling Unit Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become

effective upon the recording of the certificate amongst the Public Records, 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 Institutional Mortgagees.

27.4. Rights of Developer, the Master Association and Institutional Mortgagees

No amendment shall be passed which shall materially impair or prejudice the rights or priorities of Developer, the Master Association or any Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, the Master Association or any Institutional Mortgagees affected thereby. The consent of such Institutional Mortgagee may not be unreasonably withheld. In addition, any amendment that would affect the Conservation Area of the Common Elements must have the prior approval of the County and any other government entity having jurisdiction thereover and Developer.

The consent of Institutional Mortgagees holding mortgages against Dwelling Units representing at least fifty-one percent (51%) of the Voting Interests of the Condominium must be obtained to amend this Declaration with respect to any of the following: increases in Assessments which raise the previous Annual Assessment by more than twenty-five percent (25%) of the previous Annual Assessment; Assessment liens or the priority of Assessment liens; withdrawal of Reserves funds for purposes other than for which they were collected; or, imposition of restrictions on the leasing of Dwelling Units.

27.5. Scrivener's Error

The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Dwelling Unit Owners provided that such amendment does not materially and adversely affect the rights of Dwelling Unit Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records as is practicable.

27.6. Amendments Required by Secondary Mortgage Market Institutions

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Dwelling Unit Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer-filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

#### 27.7. Condominium Documents

The Articles, Bylaws and other Condominium Documents shall be amended as provided in such documents.

#### 27.8. Form of Amendment

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, however, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision \_\_\_\_\_ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

### 28. PROVISIONS SETTING FORTH THE RIGHTS OF DEVELOPER

#### 28.1. Developer's Right to Convey

The provisions, restrictions, terms and conditions of Article 17 hereof shall not apply to Developer as a Dwelling Unit Owner, and in the event and so long as Developer shall own any Dwelling Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Dwelling Unit upon any terms and conditions as it shall deem to be in its own best interests.

#### 28.2. Developer's Right to Transact Business

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 Dwelling Units or other residential units being developed and sold or leased by Developer in other developments being developed by Developer, including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, hold promotional parties, use the Common Elements and show Dwelling Units and including the right to carry on construction activities of all types necessary to construct all improvements in the Condominium pursuant to the plan for development as set forth in Article 8 hereof. No such use of the Condominium Property by Developer shall limit Dwelling Unit Owners' use of the pools and the fitness center and restrooms located in the clubhouse, however. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer.

### 28.3. Assignment

This Article 28 may not be suspended, superseded or modified in any manner by any amendment to this Declaration, unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth in this Article 28 may be assigned in writing by Developer in whole or in part.

## 29. GENERAL PROVISIONS

### 29.1. Severability

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions, all of which shall remain in full force and effect.

### 29.2. Rights of Mortgagees

29.2.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to Dwelling Unit Owners and the holders, insurers or guarantors of any first mortgages encumbering Dwelling Units. In addition, evidence of insurance shall be issued to each Dwelling Unit Owner and mortgagee holding a mortgage encumbering a Dwelling Unit upon written request to the Association.

29.2.2. Rights of Listed Mortgagee. Upon written request to the Association identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Dwelling Unit and the legal description of such Dwelling Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

29.2.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Dwelling Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

29.2.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

29.2.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Dwelling Unit; and

29.2.2.4. Any failure by a Dwelling Unit Owner encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Dwelling



Unit Owner where such failure or delinquency has continued for a period of sixty (60) days.

29.2.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

29.2.4. Right to Cover Cost. Any Listed Mortgagee shall have the right, but not the obligation and at its sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Dwelling Unit. Further, any Listed Mortgagees shall have the right, but not the obligation, and at its sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

### 29.3. Developer Approval of Association Actions

Notwithstanding anything in this Declaration to the contrary, while Developer holds Dwelling Units for sale or lease in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

- (i) Assessment of Developer as a Dwelling Unit Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sale or leasing of Dwelling Units by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer; provided, however, that an increase in assessments for Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Dwelling Units.

### 29.4. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Dwelling Unit Owner, at the address of the person whose name appears as the Dwelling Unit Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Dwelling Unit owned by such Dwelling Unit Owner; (ii) the Association, certified mail, return receipt requested, at 6600 West Sample Road, Coral Springs, Florida 33067, or such other address as the Association shall

hereinafter notify Developer and the Dwelling Unit Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 601 Bayshore Boulevard, Suite 650, Tampa, Florida 33606, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Dwelling Unit Owners. Upon request of a Dwelling Unit Owner, the Association shall furnish to such Dwelling Unit Owner the then current address for Developer as reflected by the Association records.

29.5. No Time-Share Estates

Pursuant to the requirements of Section 718.403(2)(f) of the Act, it is hereby specified that no time share estates will be created with respect to Dwelling Units in the Condominium.

29.6. Assignment of Developer's Rights

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration.

29.7. Security

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER, THE MASTER ASSOCIATION, THE CDD NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL DWELLING UNIT OWNERS AGREE TO HOLD DEVELOPER, THE MASTER ASSOCIATION, THE CDD AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DEVELOPER, THE MASTER ASSOCIATION, THE CDD NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, DEVELOPER, THE MASTER ASSOCIATION, THE CDD NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL OWNERS AND OCCUPANTS OF ANY DWELLING UNIT, AND TENANTS, GUESTS AND INVITEES OF A DWELLING UNIT OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DEVELOPER, THE MASTER ASSOCIATION, THE CDD OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER, THE MASTER ASSOCIATION, THE CDD OR THE ASSOCIATION MAY NOT BE COMPROMISED OR

CIRCUMVENTED, OR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH DWELLING UNIT OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF A DWELLING UNIT OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, THE MASTER ASSOCIATION, THE CDD AND ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH DWELLING UNIT OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF A DWELLING UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF DWELLING UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, THE MASTER ASSOCIATION, THE CDD AND ANY SUCCESSOR DEVELOPER HAVE MADE NEITHER REPRESENTATIONS NOR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT OF ANY DWELLING UNIT, OR ANY TENANT, GUEST OR INVITEE OF A DWELLING UNIT OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

#### 29.8. Working Fund

Developer shall establish the initial working fund ("Working Fund") for the purposes of meeting unforeseen expenditures or to purchase any additional equipment or services. Each Dwelling Unit Owner, upon acquisition of his or her Dwelling Unit from the Developer, shall pay an amount equal to two (2) months' share of Annual Assessments, not including Reserves, in accordance with the initial budget of the Association. Any amounts paid into this fund are not to be considered as advance payments of Annual Assessments. The Working Fund shall be transferred to the Association to a segregated fund when control of the Association is turned over to the Dwelling Unit Owners. Developer is prohibited from using the Working Fund or any portion thereof to defray any of its expenses, Reserves contributions or construction or renovation costs or to make up any budget deficits while it is in control of the Association. Developer may, however, reimburse itself for funds it paid the Association for a Dwelling Unit's share of the Working Fund by using funds collected at closing when the Dwelling Unit is sold.

#### 29.9. View Disclaimer

Neither the Developer nor the Association represents that any property located adjacent to the Condominium Property shall not be used for a purpose different from its current use nor that the current view may not be changed.

### 29.10. Partition of Common Elements

The undivided share in the Common Elements which is appurtenant to a Dwelling Unit shall not be separated from the Dwelling Unit and shall pass with the title to the Dwelling Unit, whether or not separately described. Any purported conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Dwelling Unit to which that interest is appurtenant is also transferred.

## 30. PROVISIONS RELATING TO TERMINATION

### 30.1. Agreement

The Condominium may be terminated at any time by written agreement of the Dwelling Unit Owners of at least three-fourths (3/4) of the Dwelling Units and the Institutional Mortgagee holding the highest total dollar amount of all of the mortgages on the Dwelling Units.

### 30.2. Very Substantial Damage

If the Condominium suffers "very substantial damage" to the extent defined in subparagraph 12.6.3 of this Declaration and it is not decided as provided in said subparagraph that the Condominium will be reconstructed or repaired, the condominium form of ownership of the Condominium Property will be terminated.

### 30.3. Certificate of Termination; Termination Trustee

The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the president or vice president of the Association with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, designated by the Association to act as Termination Trustee. The certificate shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Paragraph 30.3 is recorded in the Public Records of the County. The recording of the Certificate of Termination automatically divests the Association and all Dwelling Unit Owners of legal title and vests legal title to all real and personal property formerly the Condominium Property ("Property") in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is owned by the former Dwelling Unit Owners as tenants in common in the same undivided shares each Dwelling Unit Owner previously owned in the Common Elements. On termination, each lien encumbering a "condominium parcel" (as defined in the Act) shall be transferred automatically to the equitable share in the Property attributable to the Dwelling Unit encumbered by the lien with the same priority. Termination incident to a merger of this Condominium with another shall not require the designation of a Termination Trustee.

## 30.4. Consent of Institutional Mortgagees

Any action to terminate the Condominium after substantial destruction or condemnation requires the consent of Institutional Mortgagees holding mortgages against Dwelling Units representing at least fifty-one percent (51%) of the Voting Interests in the Condominium. Any action to terminate the Condominium for any other reason requires the consent of Institutional Mortgagees representing at least sixty-seven percent (67%) of the Voting Interests in the Condominium. In either case, if an Institutional Mortgagee fails to submit a response to the Association regarding the Association's written notice of such proposed termination amendment to such Institutional Mortgagee, then such Institutional Mortgagee shall be deemed to have approved said termination amendment.

## 30.5. Wind-up of Association Affairs

The termination of the Condominium does not, by itself, terminate the Association. The former Dwelling Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this Article 30.

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this 29th day of December, 2004.

WITNESSES:

6600 CYPRESS POINTE, INC., a Florida corporation

Mark F. Grant  
Print name: MARK F. GRANT

By: Charles B. Funk  
Charles B. Funk, President

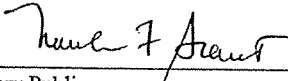
Wendy A. Hornor  
Print name: Wendy A. Hornor

(SEAL)

STATE OF FLORIDA                     )  
  ) SS:  
COUNTY OF BROWARD                )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by CHARLES B. FUNK, as the President of 6600 CYPRESS POINTE, INC., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of December, 2004.

  
\_\_\_\_\_  
Notary Public  
MARK F. GRANT  
\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

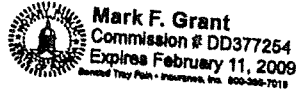


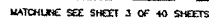
EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
OF  
CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM

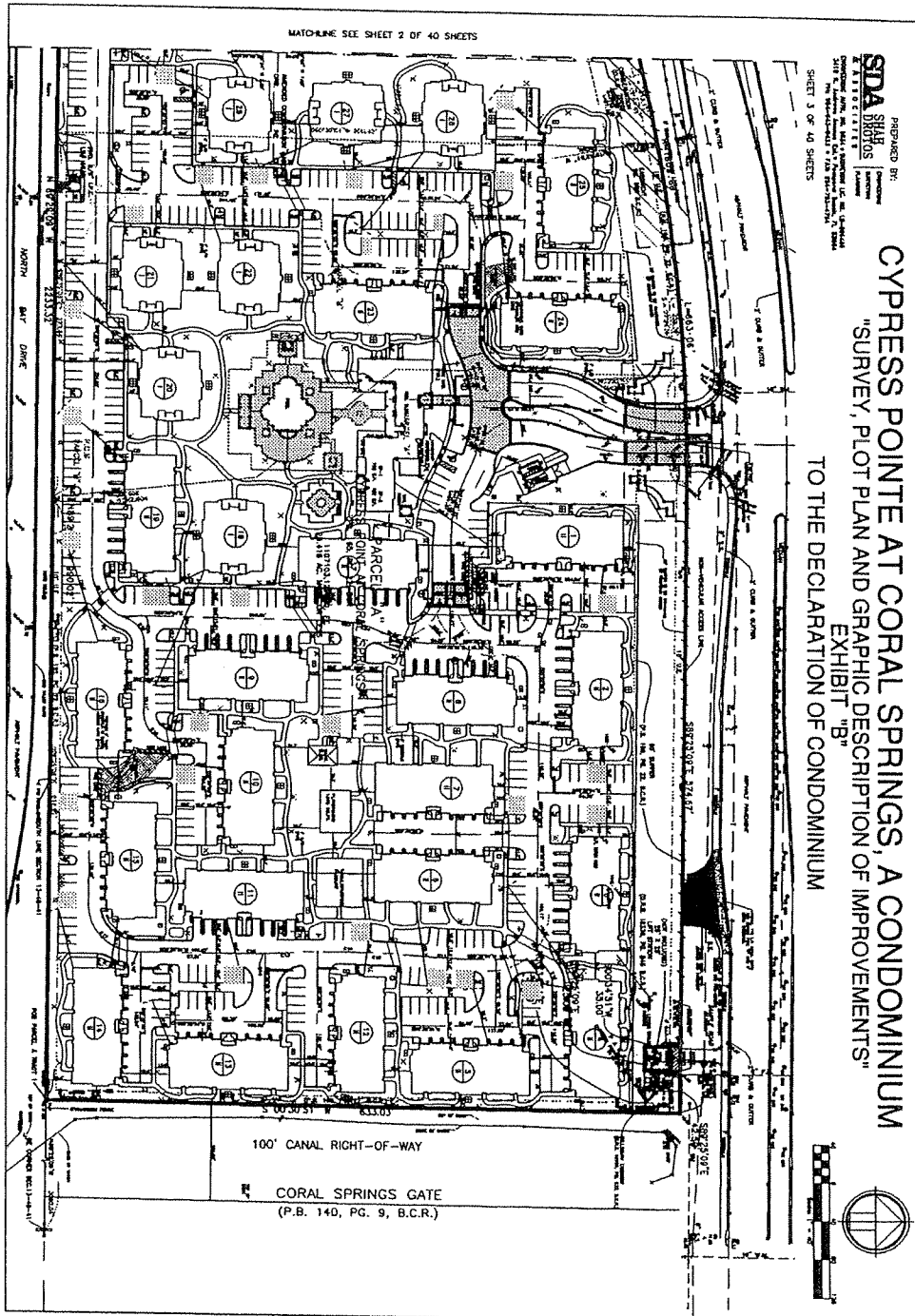
Legal Description of the Land

Parcel "A," CYPRESS POINTE AT CORAL SPRINGS, according to the plat thereof, as recorded in Plat Book 165, Page 22, of the Public Records of Broward County, Florida.







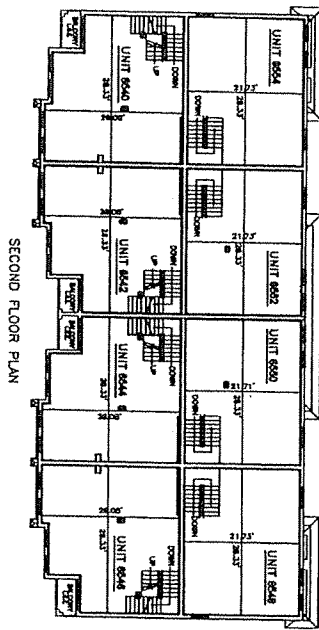


PREPARED BY:  
**SDA SHAW**  
 ARCHITECTS  
 2100 N. GARDEN, SUITE 100, DENVER, CO 80202  
 TEL: 303.733.1100 FAX: 303.733.1101

# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 1

FIRST FLOOR  
 LOWER LANE 14.4'  
 UPPER LANE 21.4'  
 SECOND FLOOR  
 LOWER LANE 21.4'  
 UPPER LANE 32.18'  
 THIRD FLOOR  
 LOWER LANE 32.18'  
 UPPER LANE 41.27'  
 GARAGE  
 LOWER LANE 31.12'  
 UPPER LANE 21.4'

SCALE: 1" = 8'  
 SHEET 4 OF 40 SHEETS  
 NOVEMBER, 2004

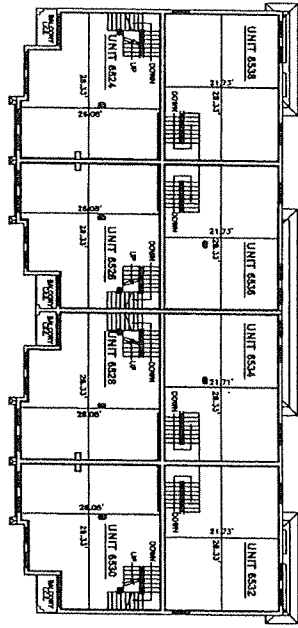


PREPARED BY:  
**SDA DESIGN**  
 ARCHITECTS  
 1000 N. 10th Street, Suite 100  
 Phoenix, AZ 85004  
 Tel: 602-441-1111 Fax: 602-441-1112

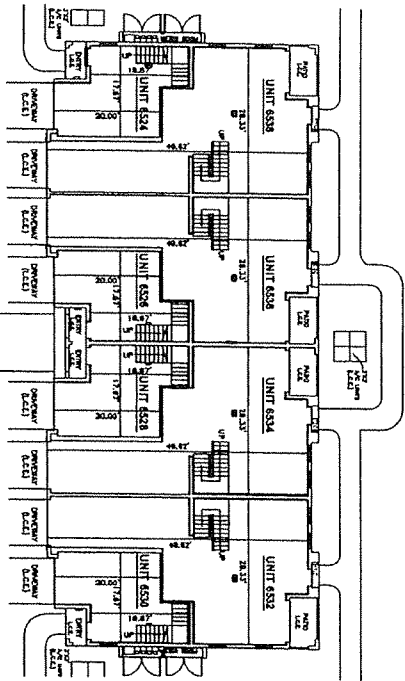
# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 2

SCALE: 1"=8'  
 SHEET 5 OF 40 SHEETS  
 NOVEMBER, 2004

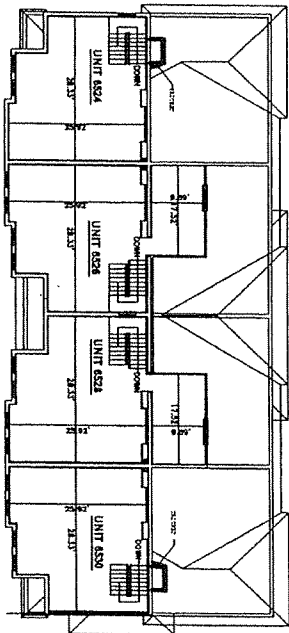
SECOND FLOOR PLAN



FIRST FLOOR PLAN



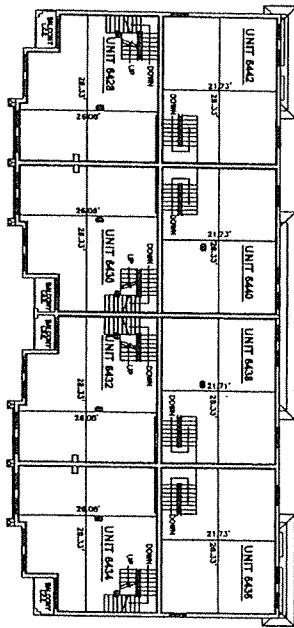
THIRD FLOOR PLAN



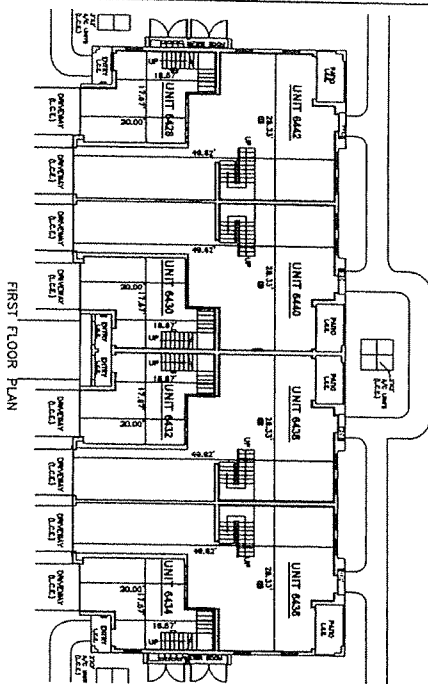
- NOTES:
1. SEE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PROVIDED BY: LAND DEVELOPER, L.L.
  2. C.E. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO: CORRIDORS, WALKWAYS, STAIRS, ELEVATORS, LOBBIES, ETC. ARE NOT BEING GRAPHICALLY ILLUSTRATED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

### "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"

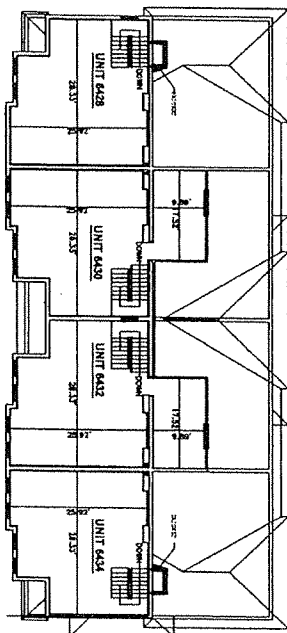
EXHIBIT "B"



SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY THE MEMBER, AIA.
2. C.E. - INDICATES COMMON ELEMENT
3. L.C.E. - INDICATES UNITED COMMON ELEMENT
4. "COMMON ELEMENTS" AND "UNITED COMMON ELEMENTS" AND "UNIT BOYDWAYS" ARE CONSIDERED TO BE COMMON OR CONDOMINIAL CRIMINAL PRONE ARE A CONDOMINIAL CORAL SPONGE.
5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CORRIDORS, WALKS, GALLERIES, ENTRYWAYS, STAIRS, STRUCTURAL COLUMNS, PLUMBING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
- ALL INTERPRETATIONS SHOWN ARE COMPLETE.

SCALE: 1"=8'

SHEET 6 OF 40 SHEETS  
NOVEMBER, 2004

FIRST FLOOR:  
LOWER LIMITS: 14.56  
UPPER LIMITS: 23.17

SECOND FLOOR:  
LOWER LIMITS: 23.42  
UPPER LIMITS: 32.22

THIRD FLOOR:  
LOWER LIMITS: 32.70  
UPPER LIMITS: 41.30

GAUGE:  
LOWER LIMITS: 13.73  
UPPER LIMITS: 23.17

THIRD FLOOR  
LOWER LIMITS: 32.70  
UPPER LIMITS: 41.30

1. THESE PLANTS AND SUBSIDIOS HAVE BEEN COMPILED FROM PLANTS PREPARED BY  
WAGNER WEINER, A.I.A.
2. C.E. - INDICATES COMMON ELEMENT
3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
4. COMMON ELEMENTS AND "LIMITED COMMON ELEMENT" AND "NOT DETERMINED"  
ARE AS DESIGNATED BY THE REGULATION OF CONDOMINIUM OWNERS' POINT AT  
COLUMBIA, A CONDOMINIUM.
5. COMMON ELEMENTS SHOWN IN PARENT LINED TO SPANISH WIRE, ARE QUARTZ  
AND GRANITE. COMMON ELEMENTS SHOWN IN PARENT LINED TO SPANISH WIRE, ARE  
NOT BEEN GRAPHICALLY ILLUSTRATED.
6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

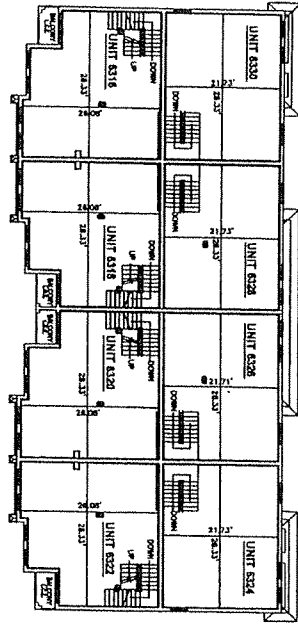
PREPARED BY:  
**SDA SHAW**  
 2000 10TH AVENUE, SUITE 100  
 DENVER, COLORADO 80202  
 PHONE: (303) 733-1000  
 FAX: (303) 733-1001

# **CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM** "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 5

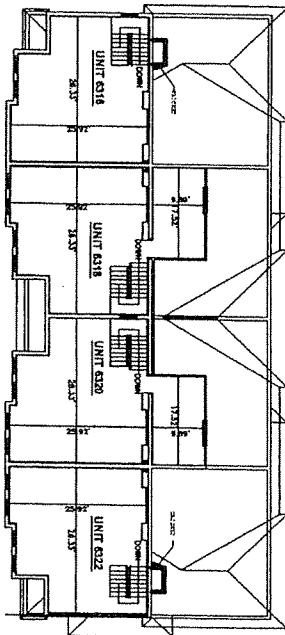
8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 8 OF 40 SHEETS  
 NOVEMBER, 2004

FIRST FLOOR  
 LOWER LIMIT: 14.8'  
 UPPER LIMIT: 23.2'  
 SECOND FLOOR  
 LOWER LIMIT: 23.17'  
 UPPER LIMIT: 31.60'  
 THIRD FLOOR  
 LOWER LIMIT: 31.37'  
 UPPER LIMIT: 41.47'  
 GARAGE  
 LOWER LIMIT: 13.84'  
 UPPER LIMIT: 23.27'

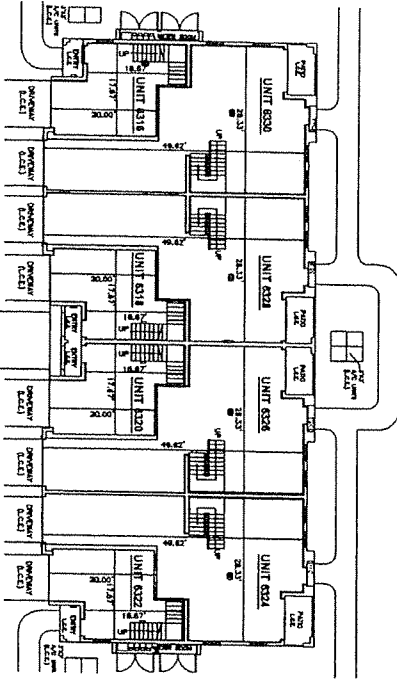
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FIRST FLOOR PLAN

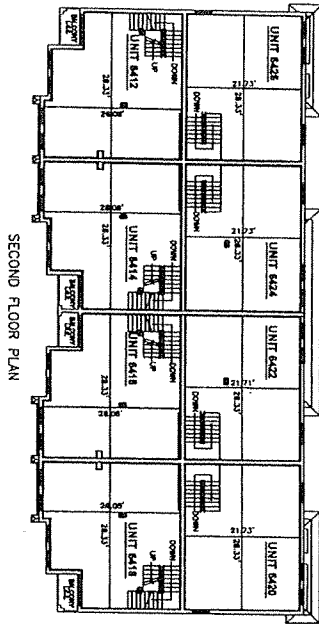


- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: LANC WHEATON, L.L.C.
  2. C.C. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUITS, WIRES, OUTLETS, AND PIPING ARE SHOWN AS COMMON ELEMENTS, BUT NOT INDICATED AS SUCH.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

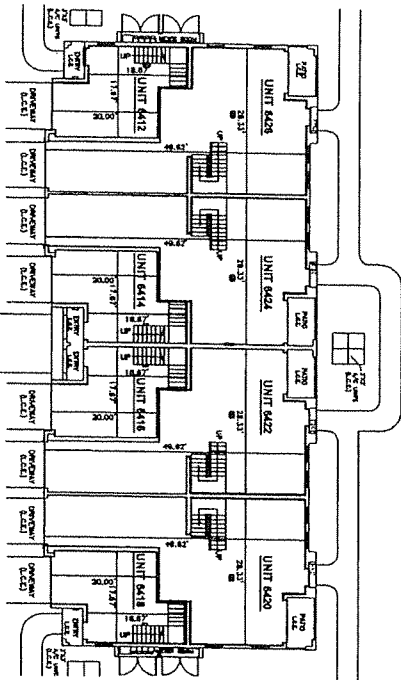
PREPARED BY:  
**SDA SHAW**  
 ARCHITECTS  
 3410 K. JENNIFER AVENUE, SUITE 400, FORT WORTH, TEXAS 76104  
 TEL: 817-335-1111 • FAX: 817-335-1112

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
 "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
 EXHIBIT "B"  
 TO THE DECLARATION OF CONDOMINIUM  
 BUILDING 6

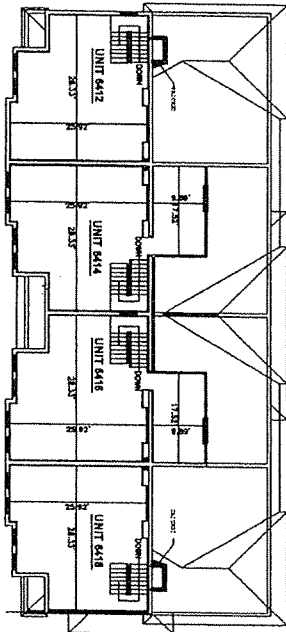
8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 9 OF 40 SHEETS  
 NOVEMBER, 2004



SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

**NOTES:**

1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: LAND DESIGN, AIA.
2. C.E. - INDICATES COMMON ELEMENT
3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
4. "COMMON ELEMENTS AND LIMITED COMMON ELEMENTS" AND "UNIT BOUNDARIES" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUITS, WIRING, OUTLETS, AND DIMENSIONAL REQUIREMENTS, INCLUDING LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.



PREPARED BY:  
**SDA SHAW**  
 2 ASSOCIATES  
 1000 N. GAVIN AVENUE, SUITE 100  
 PORTLAND, OREGON 97227-1000  
 PH: 503-255-1234 FAX: 503-255-1235

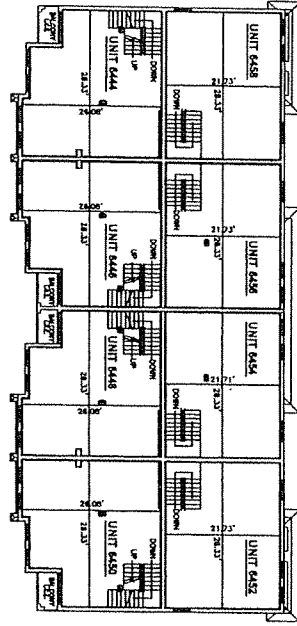
# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 7

FIRST FLOOR: 14.45'  
 SECOND FLOOR: 14.45'  
 THIRD FLOOR: 14.45'  
 UPPER LIMITS: 23.95'  
 LOWER LIMITS: 12.15'  
 THIRD FLOOR: 14.45'  
 UPPER LIMITS: 23.95'  
 LOWER LIMITS: 12.15'

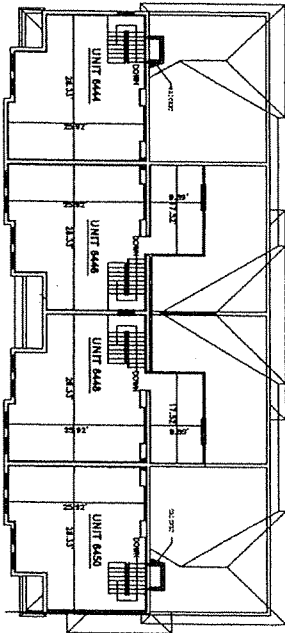
SHEET 10 OF 40 SHEETS  
 NOVEMBER, 2004

SCALE: 1"=8'  
 0 4 8 16

SECOND FLOOR PLAN



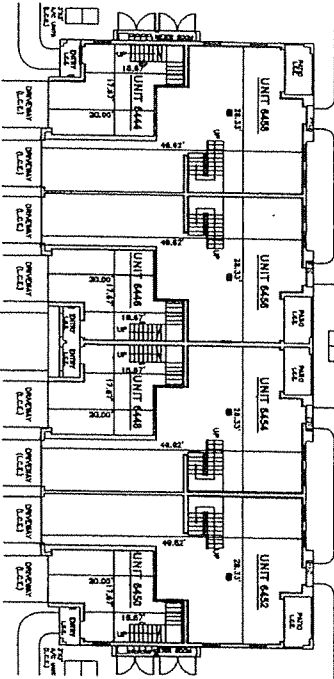
THIRD FLOOR PLAN



## NOTES:

1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: NAME REDACTED, A.L.A.
2. C.E. - INDICATES COMMON ELEMENT
3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
4. "TOWNHOMES" AND "TOWNHOMES" ARE AS SHOWN IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO: CONDUITS, WELLS, OUTLETS, UNIT LIMITS, ELECTRICAL, PLUMBING, PLUMBING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

FIRST FLOOR PLAN



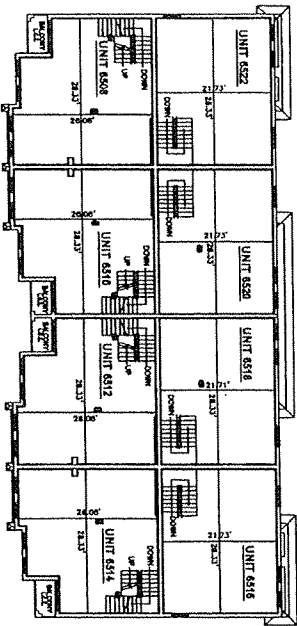
PREPARED BY:  
**SDA**  
SURVEYING & DESIGN, INC.  
1100 N. 10TH AVE., SUITE 100, DENVER, CO 80202  
TEL: 303.733.1100  
FAX: 303.733.1101

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
BUILDING 8

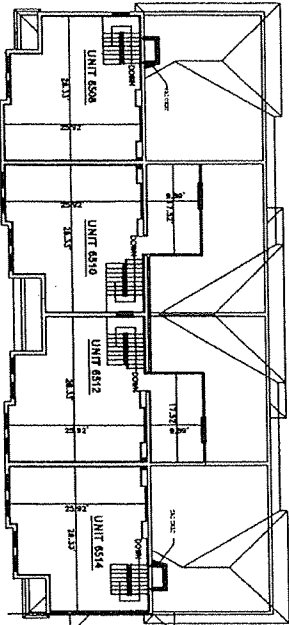
SCALE: 1"=8'  
SHEET 11 OF 40 SHEETS  
NOVEMBER, 2004

FIRST FLOOR  
LOWER LIMIT: 14.42'  
UPPER LIMIT: 15.15'  
SECOND FLOOR  
LOWER LIMIT: 23.54'  
UPPER LIMIT: 24.27'  
THIRD FLOOR  
LOWER LIMIT: 32.86'  
UPPER LIMIT: 41.26'  
GARAGE  
LOWER LIMIT: 13.11'  
UPPER LIMIT: 23.13'

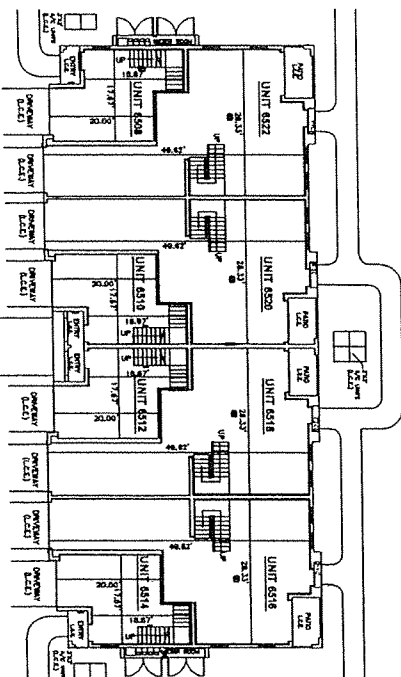
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FIRST FLOOR PLAN

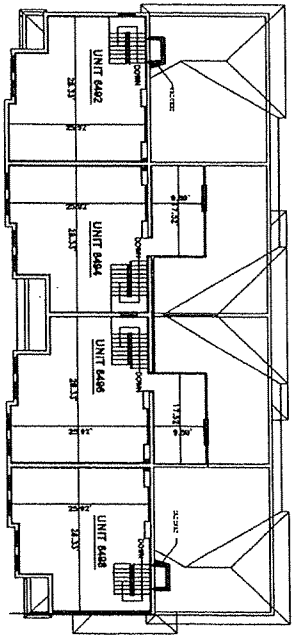
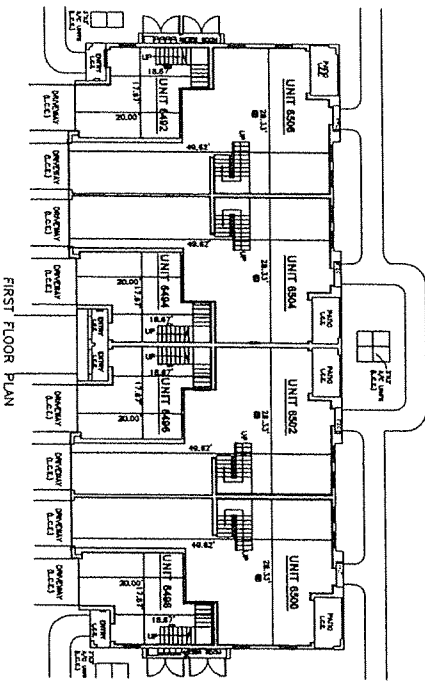
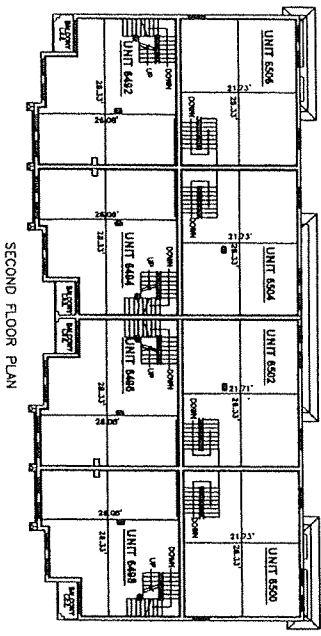


- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: WARD WENNER, A.L.P.
  2. C.C. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SHOWN ARE NOT LIMITED TO CONCRETE, WOOD, GROUT, PLASTER, STONE, BRICK, TILE, FLOORING, PAINTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

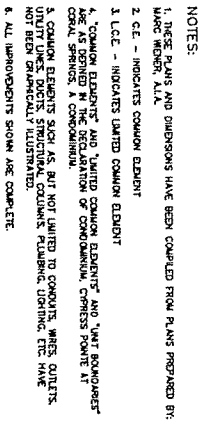
PREPARED BY:  
**SDA SHAW**  
ARCHITECTS  
2111 N. W. 11th Ave., Suite 100  
Fort Lauderdale, FL 33304  
Tel: 754-561-1111 Fax: 754-561-1112

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
BUILDING 9

8 4 0 8 16  
SCALE: 1"=8'  
SHEET 12 OF 40 SHEETS  
NOVEMBER, 2004



- NOTES:
- 1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: MARC WIDNER, AIA.
  - 2. C.E. - INDICATES COMMON ELEMENT
  - 3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  - 4. "COMMON ELEMENT" AND "LIMITED COMMON ELEMENT" AND "UNIT BOUNDARIES" HAVE BEEN DERIVED FROM THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  - 5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CORNERS, WELLS, OUTLETS, UTILITY LINES, DOORS, STRUCTURAL COLUMNS, PLYING, LIGHTING, ETC., HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
  - 6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.



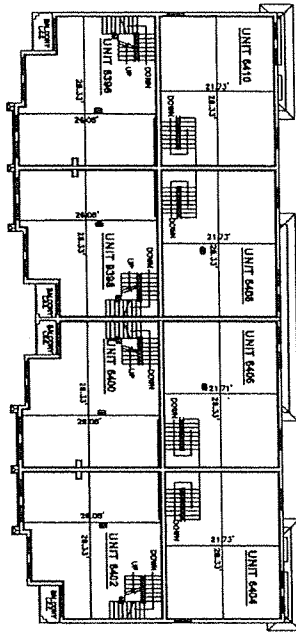
PREPARED BY:  
**SDA SHAW**  
 2115 S.W. 10TH AVE., SUITE 100  
 MIAMI, FL 33135  
 TEL: 305-375-1111 FAX: 305-375-1112

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
 "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
 EXHIBIT "B"  
 TO THE DECLARATION OF CONDOMINIUM  
 BUILDING 11

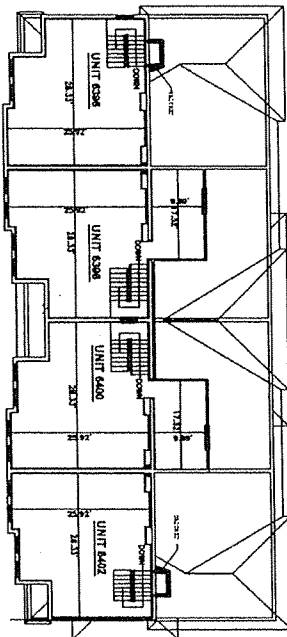
8 4 0 8 15  
 SCALE: 1"=8'  
 SHEET 14 OF 40 SHEETS  
 NOVEMBER, 2004

FIRST FLOOR:  
 UPPER LIMITS: 14.47'  
 LOWER LIMITS: 23.17'  
 SECOND FLOOR:  
 UPPER LIMITS: 23.17'  
 LOWER LIMITS: 23.17'  
 THIRD FLOOR:  
 UPPER LIMITS: 23.17'  
 LOWER LIMITS: 23.17'  
 GARAGE:  
 UPPER LIMITS: 13.44'  
 LOWER LIMITS: 23.17'

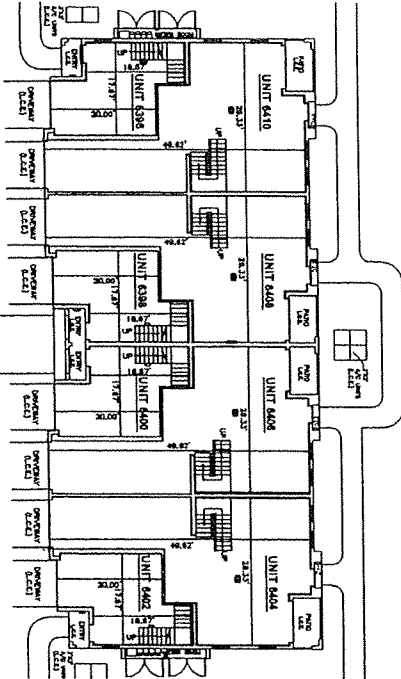
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FIRST FLOOR PLAN



**NOTES:**

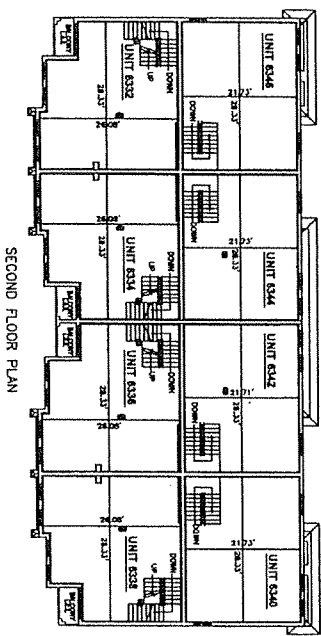
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: WABC NUMBER, A.I.C.
2. C.C. - INDICATES COMMON ELEMENT
3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CORNERS, WALLS, OUTLETS, UTILITY UNITS, DUCTS, STRUCTURAL COLUMNS, FLOORING, UPRISING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

PREPARED BY:  
**SDA PHOTOS**  
SURVEYING & PHOTOGRAPHY, INC.  
1111 N. 10TH AVENUE, SUITE 100, DENVER, CO 80202  
TEL: 303.733.1111 FAX: 303.733.1112  
WWW.SDA-PHOTOS.COM

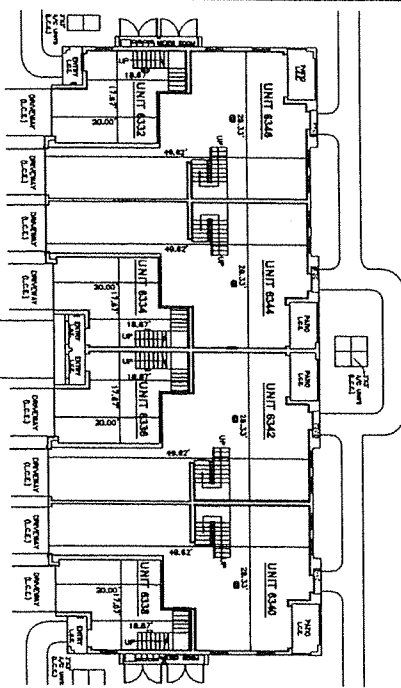
**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
BUILDING 12

8 4 0 8 15  
SCALE: 1"=8'  
SHEET 15 OF 40 SHEETS  
NOVEMBER, 2004

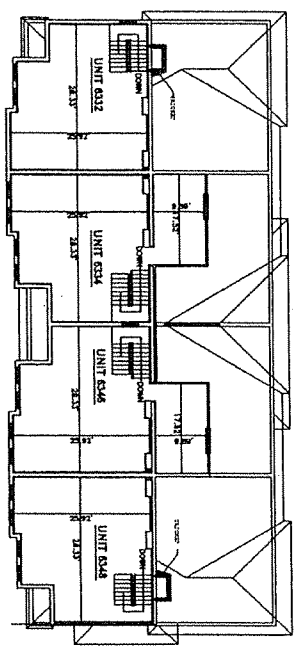
FIRST FLOOR: 1447  
SECOND FLOOR: 1137  
THIRD FLOOR: 1137  
TOTAL: 3721  
LOWER UNIT: 1137  
UPPER UNIT: 1137  
GARAGE: 1447  
TOTAL: 3721



SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: [NAME], A.L.A.
  2. C.E. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE "IN RE" BOUNDARIES OF THE CONDOMINIUM AS SHOWN ON THE DECLARATION OF CONDOMINIUM AT CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CORRIDORS, WALKS, OUTLETS, UTILITY LINES, DOCKS, STRUCTURAL COLUMNS, PLUMBING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

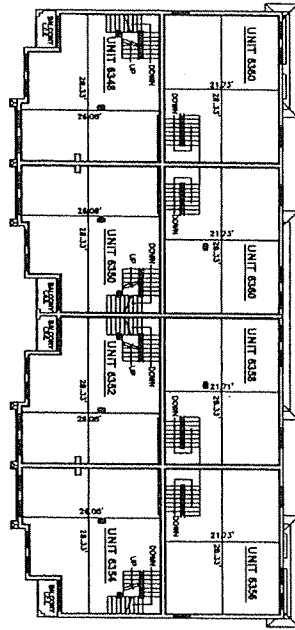
PREPARED BY:  
**SDA SURVEYING**  
 1111 N. W. 11th Ave., Suite 100, Ft. Lauderdale, FL 33304  
 (954) 561-1111  
 FAX (954) 561-1112

# **CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM** "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 13

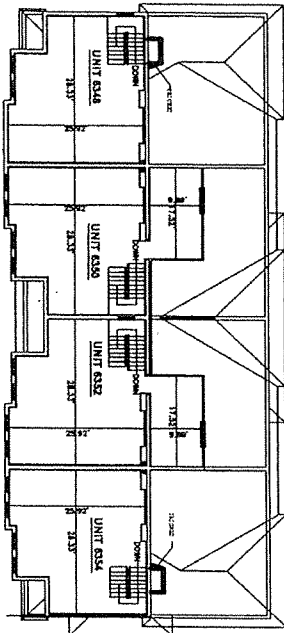
8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 16 OF 40 SHEETS  
 NOVEMBER, 2004

FIRST FLOOR:  
 LOWER UNIT: 14.57'  
 UPPER UNIT: 13.19'  
 SECOND FLOOR:  
 LOWER UNIT: 13.41'  
 UPPER UNIT: 13.34'  
 THIRD FLOOR:  
 LOWER UNIT: 32.82'  
 UPPER UNIT: 41.27'  
 BALANCE:  
 LOWER UNIT: 13.42'  
 UPPER UNIT: 13.19'

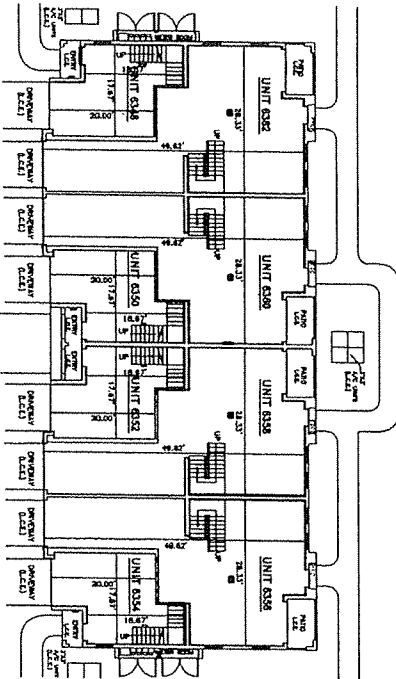
SECOND FLOOR PLAN



THIRD FLOOR PLAN

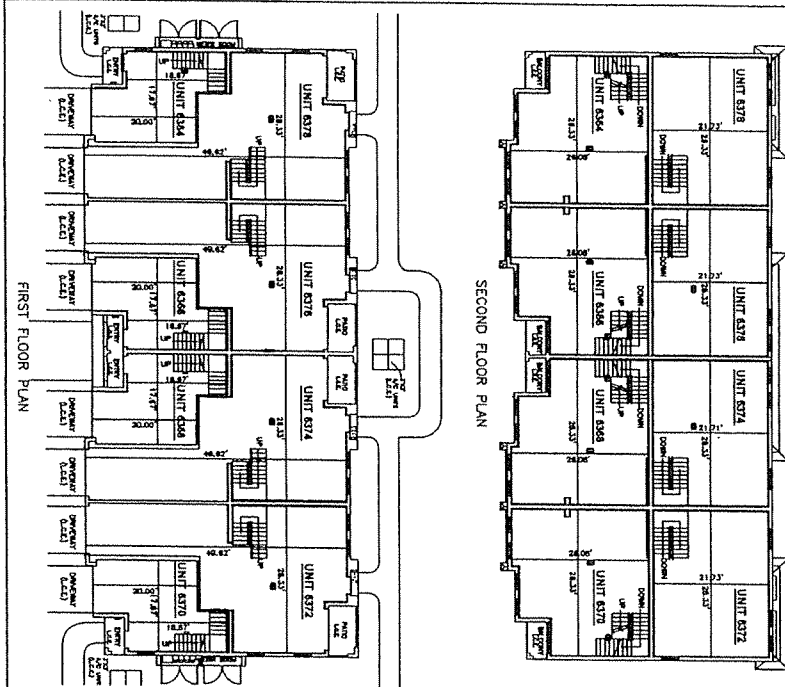


FIRST FLOOR PLAN



**NOTES:**

1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: MARK WINKER, A.L.A.
2. C.E. - INDICATES COMMON ELEMENT
3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
4. "COMMON ELEMENTS" AND "UNIT COMMON ELEMENTS" AND "UNIT BOUNDARIES" ARE SHOWN IN CONFORMANCE WITH THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
5. COMMON ELEMENTS SHOWN AS BUT NOT LIMITED TO: CORRIDORS, STAIRS, ELEVATORS, UNIT LINES, DUCTS, STRUCTURAL COLUMN, PLUMBING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.





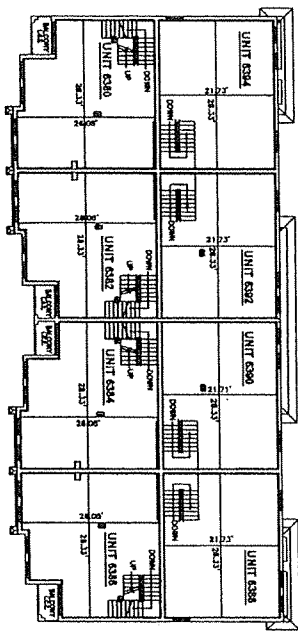
PREPARED BY:  
**SDA**  
 Surveyors & Drafters  
 1111 N. 1st Street, Suite 100  
 Portland, OR 97208  
 Phone: 503-228-1111  
 Fax: 503-228-1112

# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 15

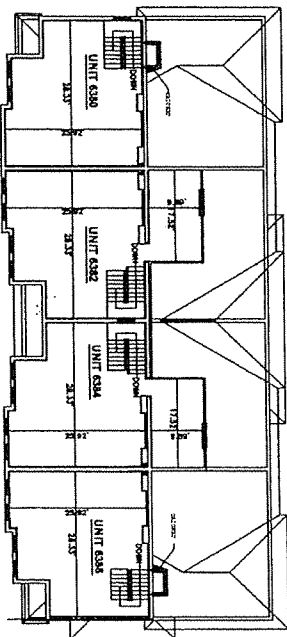
8 4 0 8 16  
 SCALE: 1" = 8'  
 SHEET 18 OF 40 SHEETS  
 NOVEMBER, 2004

FIRST FLOOR  
 LOWER LIMITS: 14.47'  
 UPPER LIMITS: 15.10'  
 SECOND FLOOR  
 LOWER LIMITS: 21.15'  
 UPPER LIMITS: 21.18'  
 THIRD FLOOR  
 LOWER LIMITS: 22.15'  
 UPPER LIMITS: 22.18'  
 GARAGE  
 LOWER LIMITS: 13.17'  
 UPPER LIMITS: 13.10'

SECOND FLOOR PLAN



THIRD FLOOR PLAN



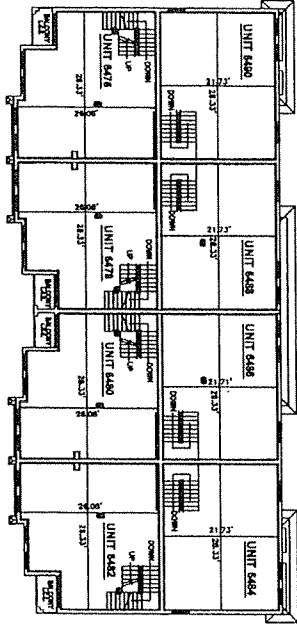
PREPARED BY:  
**SDA**  
 SDA ASSOCIATES  
 1000 N. 10th Street, Suite 100  
 Fort Lauderdale, FL 33304  
 (954) 561-1111

# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 16

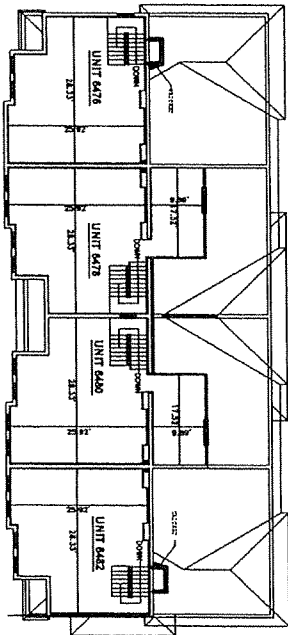
8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 19 OF 40 SHEETS  
 NOVEMBER, 2004

FIRST FLOOR:  
 LOWER LIMITS: 14.47'  
 UPPER LIMITS: 23.17'  
 SECOND FLOOR:  
 LOWER LIMITS: 23.17'  
 UPPER LIMITS: 32.17'  
 THIRD FLOOR:  
 LOWER LIMITS: 32.17'  
 UPPER LIMITS: 41.27'  
 GARAGE:  
 LOWER LIMITS: 13.47'  
 UPPER LIMITS: 23.17'

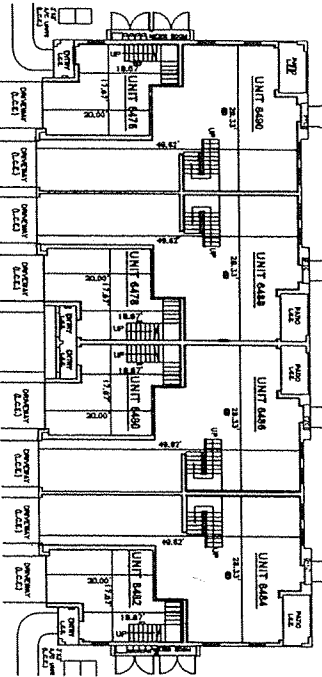
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FIRST FLOOR PLAN



- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: [Name Redacted], A/E.
  2. C.E. - INDICATES COMMON ELEMENT.
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT.
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUITS, WIRES, OUTLETS, UNIT LINES, POLES, STRUCTURAL, COLUMNS, FLOORING, LIGHTING, ETC. HAVE NOT BEEN SHOWN ON THESE PLANS.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

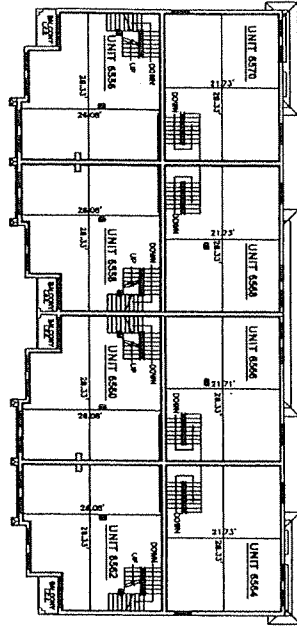
PREPARED BY:  
**SDA**  
 SURVEYING & DESIGN  
 1000 N. W. 10th Ave., Suite 100  
 Fort Lauderdale, FL 33304  
 Tel: (954) 561-1111 Fax: (954) 561-1112

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
 "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
 EXHIBIT "B"  
 TO THE DECLARATION OF CONDOMINIUM  
 BUILDING 17

8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 20 OF 40 SHEETS  
 NOVEMBER, 2004

FIRST FLOOR:  
 LOWER LIMIT: 14.4'  
 UPPER LIMIT: 15.1'  
 SECOND FLOOR:  
 LOWER LIMIT: 22.4'  
 UPPER LIMIT: 23.1'  
 THIRD FLOOR:  
 LOWER LIMIT: 32.4'  
 UPPER LIMIT: 41.2'  
 GARAGE:  
 LOWER LIMIT: 13.1'  
 UPPER LIMIT: 23.1'

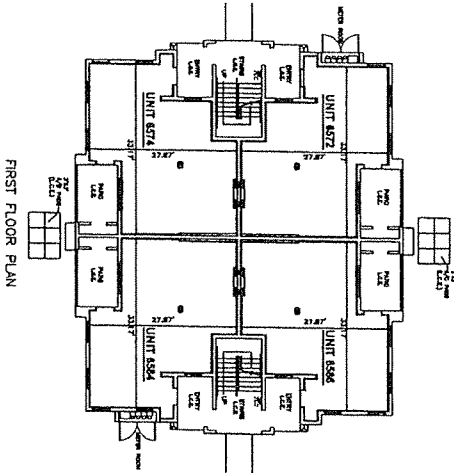
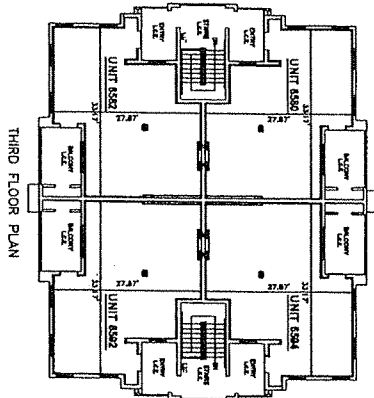
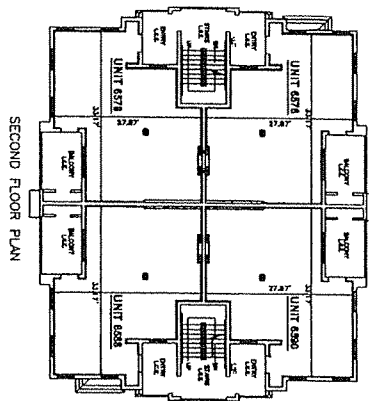
SECOND FLOOR PLAN



PREPARED BY:  
**SDA SHAW**  
 ARCHITECTS  
 1000 N. GULF BLVD., SUITE 1000  
 FORT MYERS, FL 33901  
 PHONE: 888-888-8888  
 FAX: 888-888-8888

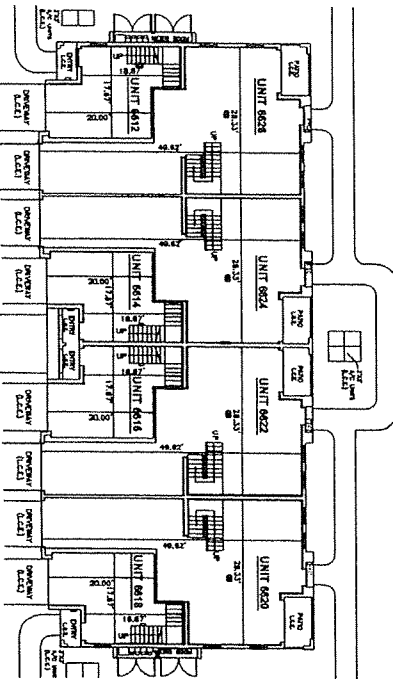
# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 18

8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 21 OF 40 SHEETS  
 NOVEMBER, 2004

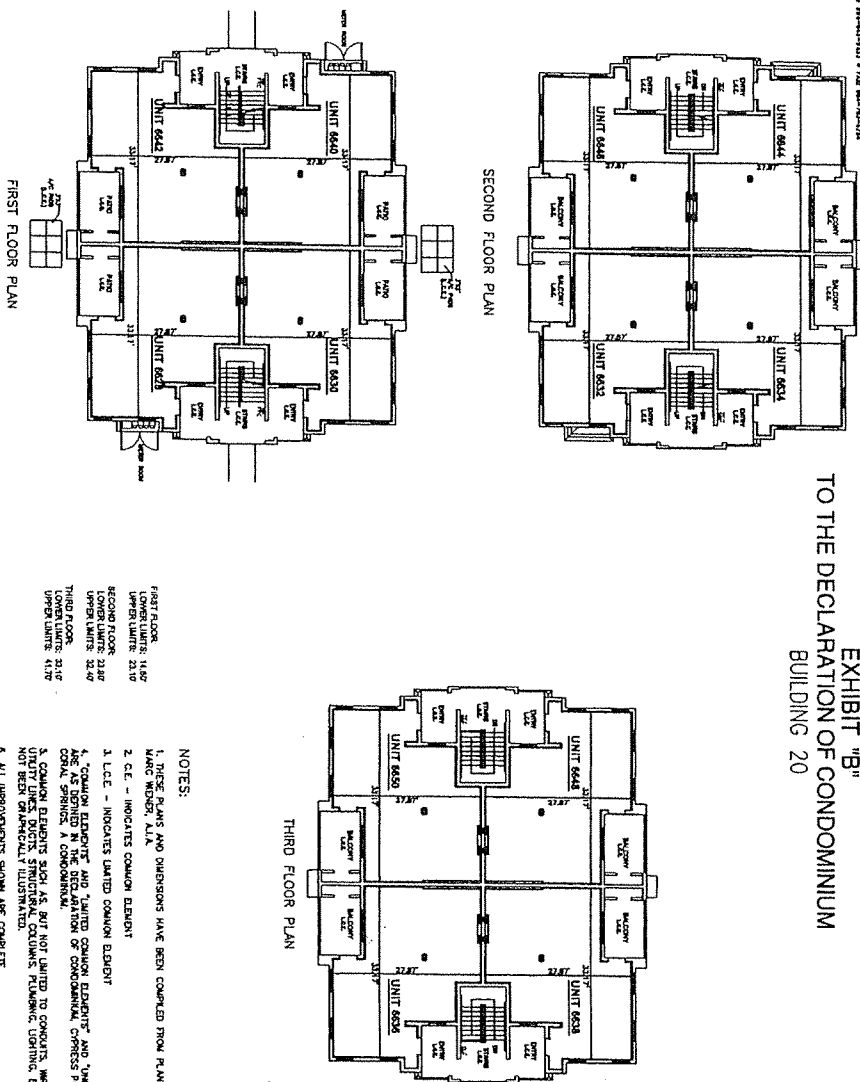


FIRST FLOOR  
 COMMON AREAS: 14.57  
 UPPER LEVELS: 21.17  
 SECOND FLOOR  
 COMMON AREAS: 22.41  
 UPPER LEVELS: 22.41  
 THIRD FLOOR  
 COMMON AREAS: 22.41  
 UPPER LEVELS: 41.22

- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: WING MOORE, A.L.A.
  2. C.E. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" AND "UNIT BOUNDARIES" ARE AS SHOWN IN CONFORMANCE OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, FLORIDA.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, STAIRS, WALKWAYS, ELEVATORS, UTILITY LINES, DUCTS, STRUCTURAL COLUMN, PLUMBING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.



SCALE: 1"=8'



- NOTES:
1. THESE PLAYS AND UNDERSTUDS HAVE BEEN COMPILED FROM FILMS PREPARED BY MARY WEBER, A.L.A.
2. C.E. - INDICATES COMMON ELEMENT
3. C.E. - INDICATES UNITED COMMON ELEMENT
4. "COMMON ELEMENTS" AND "UNITED COMMON ELEMENTS" AND "UNIT BOUNDARIES" ARE INDICATED BY A DOTTED LINE. "COMMON ELEMENTS" ARE INDICATED BY A DOTTED LINE, "UNITED COMMON ELEMENTS" BY A DOTTED LINE, AND "UNIT BOUNDARIES" BY A DOTTED LINE.
5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CHARACTERS, SETS, OBJECTS, UNITS, DANCES, DIALOGUE, SCENES, CLOTHING, ETC. HAVE NOT BEEN CHRONOLOGICALLY ILLUSTRATED.
- ALL IMPROVEMENTS SHOWN ARE COMPLETE.

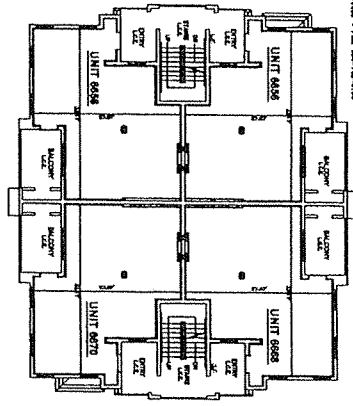
**SDA SHAW**  
 ARCHITECTS  
 2111 N. Lincoln Avenue, Suite 100, Portland, OR 97208  
 Tel: 503-251-1111 • Fax: 503-251-1111

PREPARED BY:

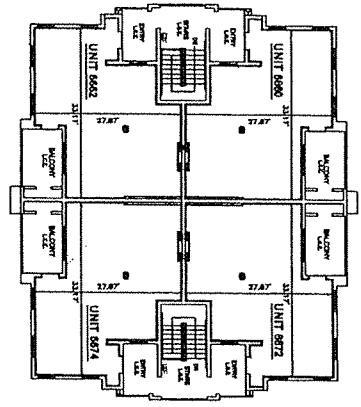
# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 21

8 4 0 8 15  
 SCALE: 1"=8'  
 SHEET 24 OF 40 SHEETS  
 NOVEMBER, 2004

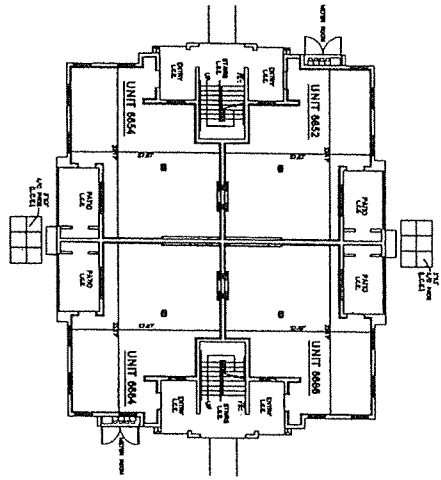
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FIRST FLOOR PLAN



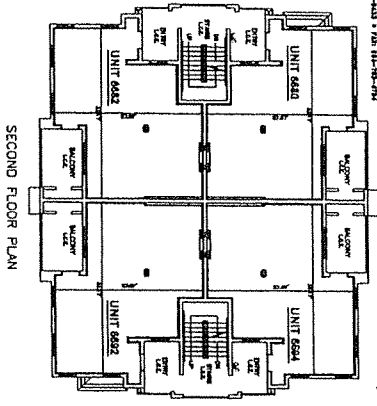
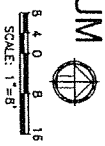
FIRST FLOOR  
 LOWER LIMIT: 14.87  
 UPPER LIMIT: 21.17  
 SECOND FLOOR  
 LOWER LIMIT: 21.87  
 UPPER LIMIT: 28.17  
 THIRD FLOOR  
 LOWER LIMIT: 28.87  
 UPPER LIMIT: 35.17

- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: [REDACTED] ARCHITECT, AIA.
  2. C.E. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" AND "UNIT BOUNDARIES" ARE SHOWN BY THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONCRETE, WRETS, DOWELS, UTILITY LINES, DUCTS, STRUCTURAL COLUMNS, PLUMBING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

PREPARED BY:  
**SDA SHAW**  
ASSOCIATES  
1000 N. GARDEN AVENUE, SUITE 100  
ANN ARBOR, MI 48106-1500  
TEL: 734/769-7700  
FAX: 734/769-7701

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
BUILDING 22

SHEET 25 OF 40 SHEETS  
NOVEMBER, 2004





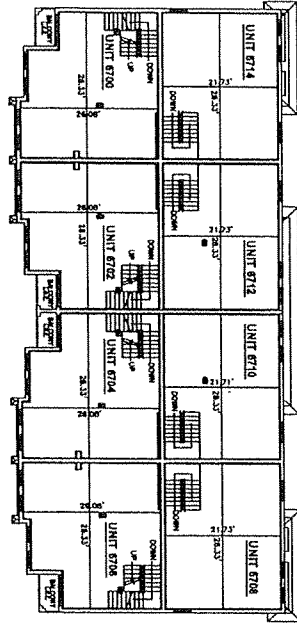
PREPARED BY:  
**SDA SURVEYING**  
 1000 N. W. 10th Ave., Suite 100  
 Fort Lauderdale, FL 33304  
 PHONE: (954) 571-1111  
 FAX: (954) 571-1112  
 E-MAIL: sda@sdasurveying.com

# **CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM** "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 23

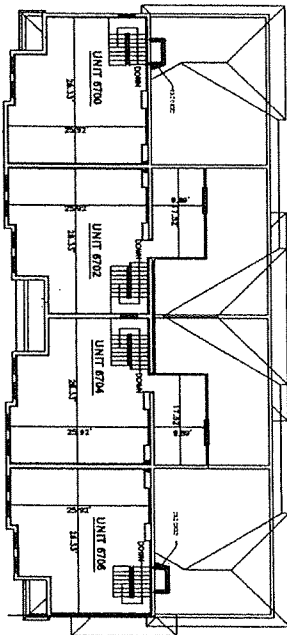
8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 26 OF 40 SHEETS  
 NOVEMBER, 2004

FIRST FLOOR  
 LOWER LIMITS: 14.31'  
 UPPER LIMITS: 23.14'  
 SECOND FLOOR  
 LOWER LIMITS: 23.14'  
 UPPER LIMITS: 32.19'  
 THIRD FLOOR  
 LOWER LIMITS: 32.19'  
 UPPER LIMITS: 41.25'  
 GARAGE  
 LOWER LIMITS: 13.22'  
 UPPER LIMITS: 23.14'

SECOND FLOOR PLAN



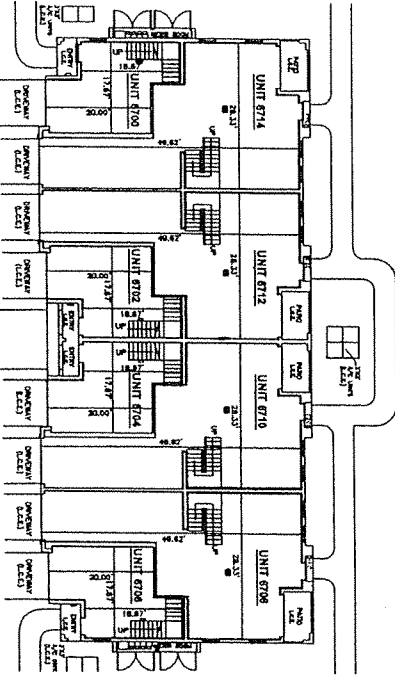
THIRD FLOOR PLAN



**NOTES:**

1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: NAME MODER, AIA.
2. C.E. - INDICATES COMMON ELEVATION
3. L.C.E. - INDICATES LIMITED COMMON ELEVATION
4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO CONDUITS, WIRES, CABLES, UTILITY LINES, DUCTS, STRUCTURAL COLUMNS, FLOORING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY REPRESENTED.
6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

FIRST FLOOR PLAN



1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY  
MANAGER, ALL

2. C.E. - INDICATES COMMON ELEVATION

3. L.C.E. - INDICATES LIMITED COMMON ELEVATION

4. "COMMON ELEVATIONS" AND "LIMITED COMMON ELEVATIONS" ARE AS DETERMINED IN THE REGULATION OF CONDOMINIUM OWNERS' RIGHTS ACT,  
COLORADO, A COMPROMISE.

5. COMMON ELEVATION SHALL BE SET AND LIMITED TO COMMON WALLS, ROOFS,  
AND FLOORS. COMMON ELEVATION SHALL NOT INCLUDE TERRACES, PORCHES, DECKS,  
NOT BE SPATIALLY ILLUSTRATED.

ALL IMPLICATIONS SHOWN ARE COMPLETE.

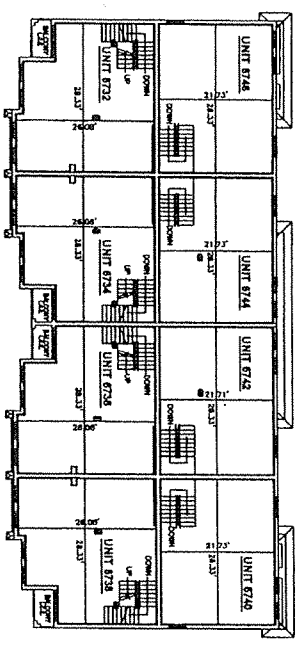
PREPARED BY:  
**SDA**  
SURVEYING & MAPPING  
INCORPORATED  
1000 N. W. 10TH AVENUE, SUITE 200  
FORT LAUDERDALE, FL 33311  
TEL: 954-575-1234 FAX: 954-575-1235  
WWW.SDA-SURVEYING.COM

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
BUILDING 25

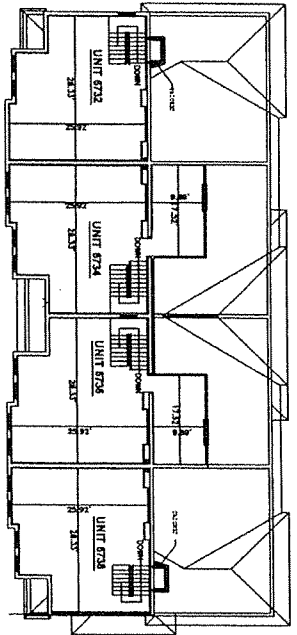
8 4 0 8 16  
SCALE: 1"=8'  
SHEET 28 OF 40 SHEETS  
NOVEMBER, 2004

FIRST FLOOR:  
LOWER LIMIT: 14.12'  
UPPER LIMIT: 14.17'  
SECOND FLOOR:  
LOWER LIMIT: 21.12'  
UPPER LIMIT: 21.20'  
THIRD FLOOR:  
LOWER LIMIT: 32.12'  
UPPER LIMIT: 32.20'  
OVERALL:  
LOWER LIMIT: 11.12'  
UPPER LIMIT: 32.15'

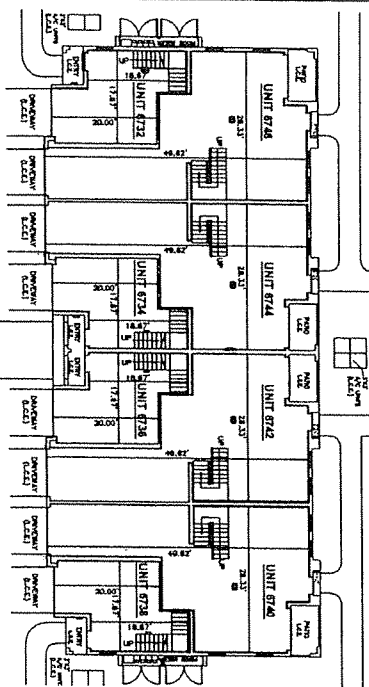
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FIRST FLOOR PLAN

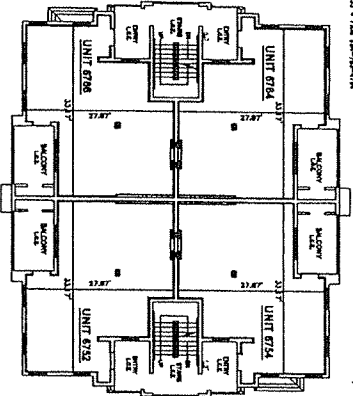


- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COPIED FROM PLANS PREPARED BY: [illegible]
  2. C.E. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO: ROOFS, STAIRS, ELEVATORS, STAIRWAYS, LIFTS, MECHANICAL ROOMS, PLUMBING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

FORWARDED BY:  
SDA STRA  
2111 N. GARDEN, SUITE 200, DALLAS, TX 75201  
TEL: 214-750-1111 FAX: 214-750-1111  
WWW.SDA-STRAS.COM

CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM  
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
BUILDING 26

8 4 0 8 16  
SCALE: 1"=8'  
SHEET 29 OF 40 SHEETS  
NOVEMBER, 2004



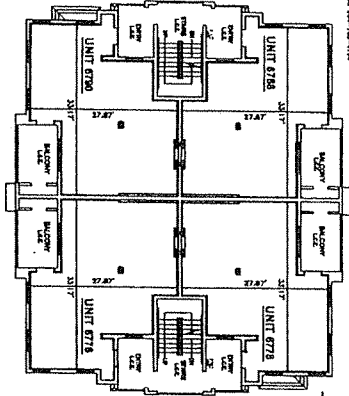
SDA  
SHAW  
DESIGN  
ARCHITECTS  
1111 N. 24th Avenue, Suite 100, Phoenix  
Arizona 85016  
Tel: 602-998-1111 Fax: 602-998-1112

PREPARED BY:

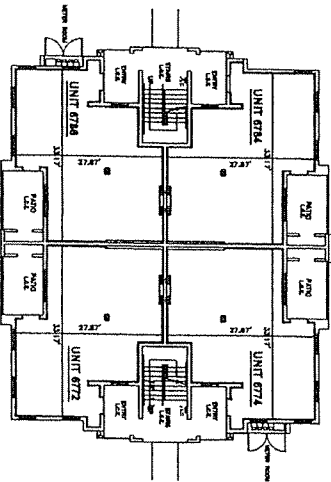
CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM  
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
BUILDING 27

8 4 0 8 16  
SCALE: 1"=8'

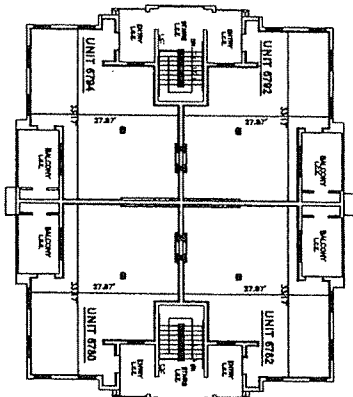
SHEET 30 OF 40 SHEETS  
NOVEMBER, 2004



SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

FIRST FLOOR  
UNIT 6771: 14.37'  
UNIT 6772: 14.37'  
UNIT 6773: 22.37'  
UNIT 6774: 22.37'  
SECOND FLOOR  
UNIT 6775: 22.37'  
UNIT 6776: 22.37'  
UNIT 6777: 22.37'  
UNIT 6778: 22.37'  
UNIT 6779: 22.37'

- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: [Name Redacted], A.L.E.
  2. C.E. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENT" AND "LIMITED COMMON ELEMENT" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, COMPUTERS, WHEELS, OUTLETS, UNIT LINES, DUCTS, STRUCTURAL COLUMNS, PLUMBING, WIRING, ETC. HAVE NOT BEEN SHOWN, BUT ARE ASSUMED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

**SDA**  
 Surveying & Design Associates, Inc.  
 10000 N. 10th Street, Suite 100  
 Phoenix, AZ 85020  
 Tel: 602-998-1111  
 Fax: 602-998-1112  
 www.sdaaz.com

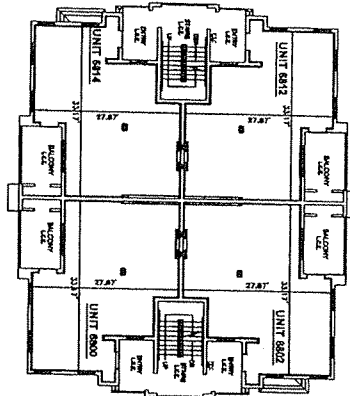
PREPARED BY:

# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 28

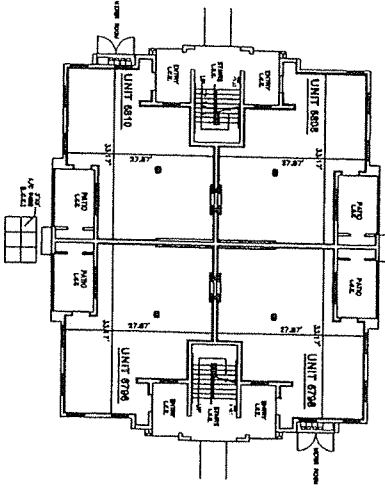


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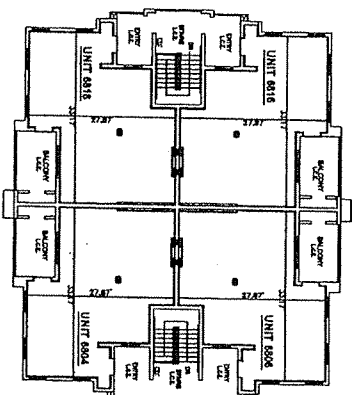
SHEET 31 OF 40 SHEETS  
 NOVEMBER, 2004



SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

NOTES:  
 1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY:  
 WARD WICKER, AIA.  
 2. C.E. - INDICATES COMMON ELEMENT  
 3. L.C.E. - INDICATES LIMITED COMMON ELEMENT  
 4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS FORMED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.  
 5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUITS, WIRES, OUTLETS, SINKS, TUBS, SHOWERS, TOILETS, FLOORING, LIGHTING, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED.  
 6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

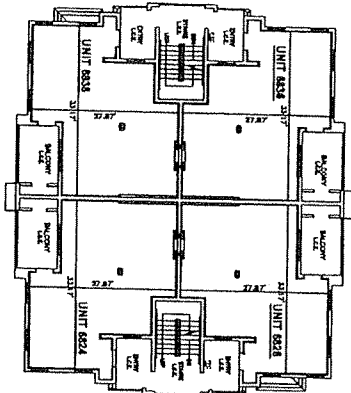
PROPOSED BY:  
**SDA ASSOCIATES**  
 10000 N. W. 11th Avenue, Suite 100  
 Fort Lauderdale, FL 33304  
 Phone: (954) 571-1111  
 Fax: (954) 571-1112

# **CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM** "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 29

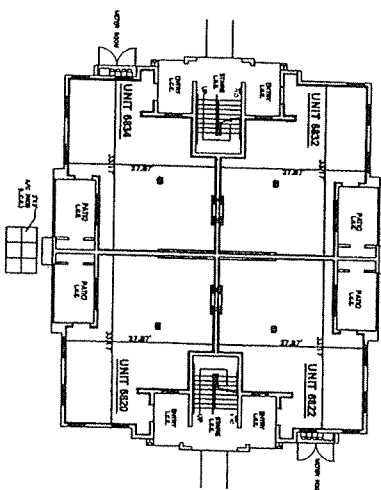


8 4 0 8 16  
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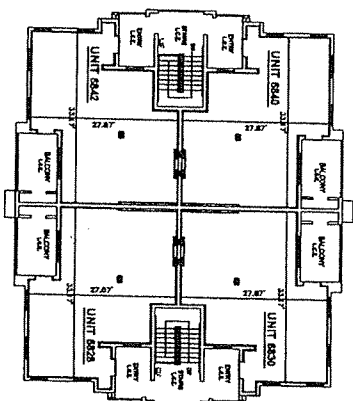
SHEET 32 OF 40 SHEETS  
 NOVEMBER, 2004



SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

NOTES:  
 1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PROVIDED BY:  
 MARC WIDNER, AIA.  
 2. C.E. - INDICATES COMMON ELEMENT.  
 3. L.C.E. - INDICATES LIMITED COMMON ELEMENT.  
 4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" AND "UNIT BOUNDARIES"  
 SHOWN AS DERIVED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT  
 CORAL SPRINGS, A CONDOMINIUM.  
 5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, ELEVATORS, WHEEL CHAIRS,  
 UNIT LIFTS, ELEVATOR SHAFTS, STAIRWAYS, PASSENGER LIFTS, ETC. HAVE  
 NOT BEEN GRAPHICALLY ILLUSTRATED.  
 6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

PREPARED BY:  
**SDA BROS**  
 ASSOCIATES  
 1111 S. W. 11th Avenue, Suite 1100  
 Fort Lauderdale, FL 33304  
 Tel: 954-571-1111 Fax: 954-571-1112

# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM

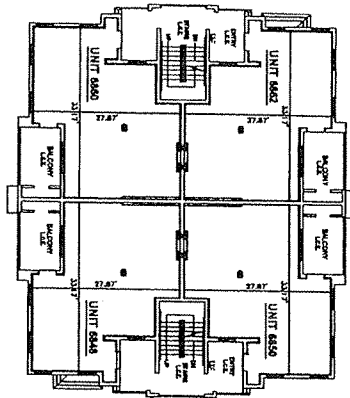
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"

EXHIBIT "B"

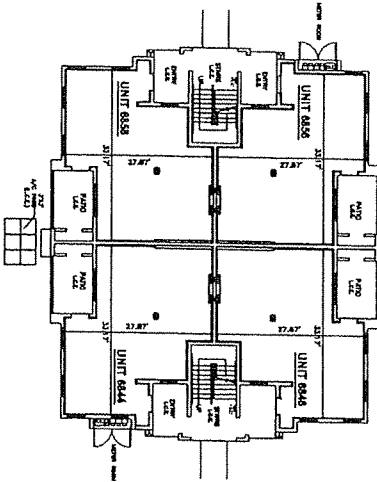
TO THE DECLARATION OF CONDOMINIUM

BUILDING 30

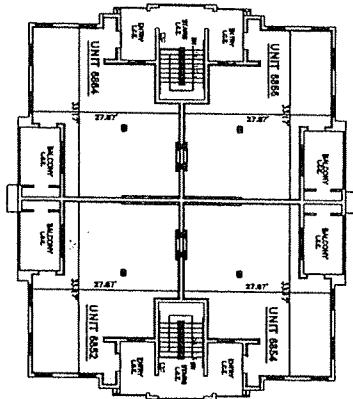
8 4 0 8 15  
 SCALE: 1"=8'  
 SHEET 33 OF 40 SHEETS  
 NOVEMBER, 2004



SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

FIRST FLOOR: 11,447  
 SECOND FLOOR: 11,447  
 THIRD FLOOR: 11,447  
 TOTAL: 34,341

## NOTES:

1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: [Name Redacted]
2. C.E. - INDICATES COMMON ELEMENT
3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, ROADS, WALKS, OUTLETS, UTILITY LINES, DUCTS, STRUCTURAL COLUMNS, PLUMBING, VENTING, ETC. HAVE NOT BEEN SPECIFICALLY IDENTIFIED.
6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

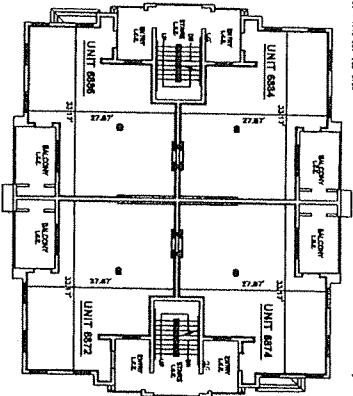


PREPARED BY:  
**SDA SHAW**  
 ARCHITECTS  
 1111 N. W. 11th Ave., Suite 1000  
 Fort Lauderdale, FL 33304  
 Tel: (954) 571-1111 Fax: (954) 571-1112

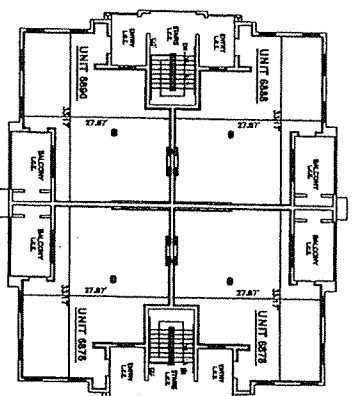
# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 31



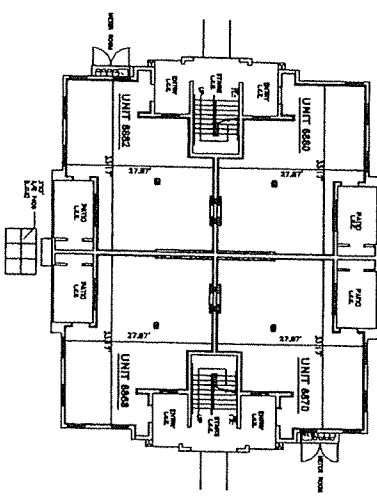
8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 34 OF 40 SHEETS  
 NOVEMBER, 2004



SECOND FLOOR PLAN



THIRD FLOOR PLAN



FIRST FLOOR PLAN

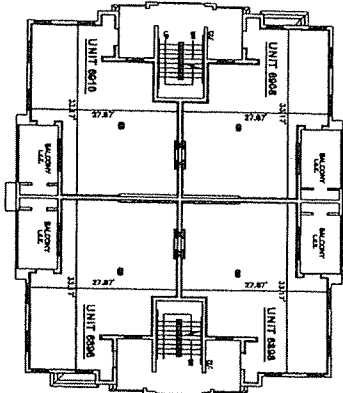
- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY:  
 LMC, INC., A/C.
  2. C.E. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINT AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, ROOFS, WALKWAYS, STAIRS, ELEVATOR SHAFTS, STRUCTURAL COLUMNS, PLUMBING, LIGHTING, ETC., HAVE NOT BEEN INDIVIDUALLY ILLUSTRATED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

PREPARED BY:  
**SDA** **SEAH**  
**DESIGN** **ARCHITECTS**  
 1000 N. GARDEN STREET, SUITE 100  
 ANAHEIM, CALIFORNIA 92810  
 TEL: (714) 771-1111 FAX: (714) 771-1112

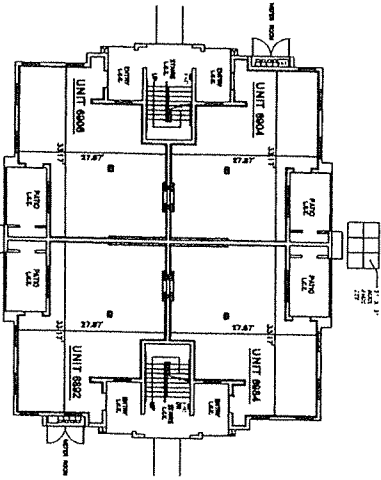
# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 32

SHEET 35 OF 40 SHEETS  
 NOVEMBER, 2004

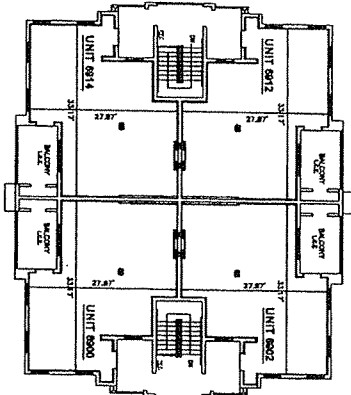
SCALE: 1"=8'  
 8 4 0 8 16



SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

UNIT 6B08  
 LOWER LANE 14.47'  
 UPPER LANE 23.17'  
 SECOND FLOOR  
 LOWER LANE 23.17'  
 UPPER LANE 23.17'  
 THIRD FLOOR  
 LOWER LANE 14.47'  
 UPPER LANE 23.17'

- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: MARC WIDNER, AIA.
  2. C.C. - INDICATES COMMON ELEMENT.
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT.
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CORRIDORS, STAIRS, OUTLETS, ELEVATORS, ETC., ARE SHOWN AS COMMON ELEMENTS. COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO, CORRIDORS, STAIRS, OUTLETS, ELEVATORS, ETC., ARE SHOWN AS COMMON ELEMENTS.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

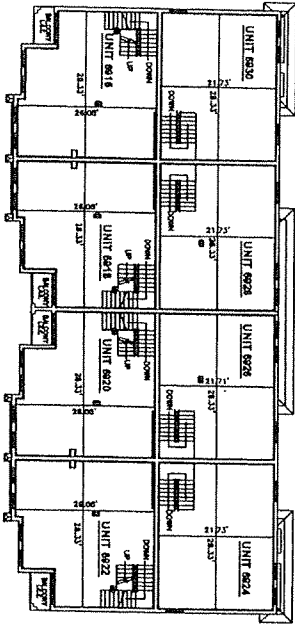
PREPARED BY:  
**SDA**  
SURVEYING & ARCHITECTURE  
1000 N. W. 10th Avenue, Suite 100  
Fort Lauderdale, FL 33304  
Phone: 754-561-1111 Fax: 754-561-1112

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
"SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
EXHIBIT "B"  
TO THE DECLARATION OF CONDOMINIUM  
BUILDING 33

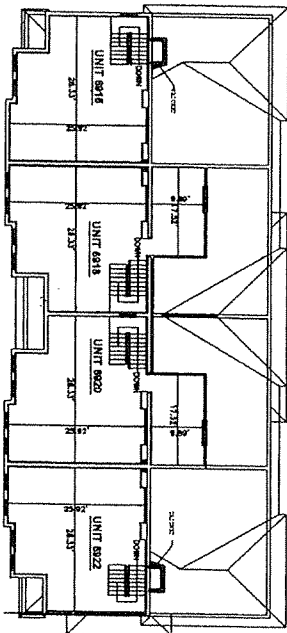
FIRST FLOOR:  
LOWER UNITS: 14.00'  
UPPER UNITS: 23.25'  
SECOND FLOOR:  
LOWER UNITS: 23.25'  
UPPER UNITS: 23.25'  
THIRD FLOOR:  
LOWER UNITS: 33.75'  
UPPER UNITS: 41.25'  
GARAGE:  
LOWER UNITS: 14.00'  
UPPER UNITS: 23.25'

8 4 0 8 16  
SCALE: 1"=8'  
SHEET 36 OF 40 SHEETS  
NOVEMBER, 2004

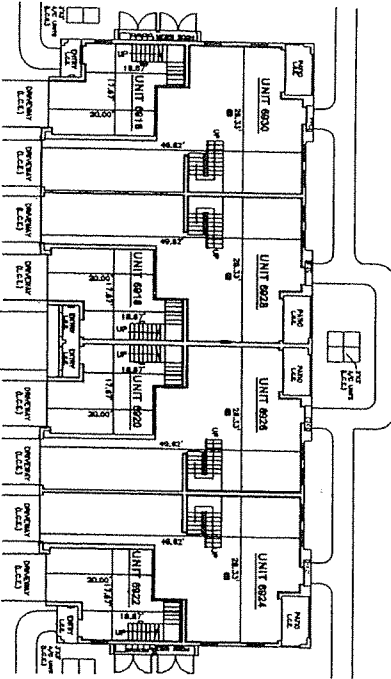
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FIRST FLOOR PLAN



- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: MARC MENDEL, A.I.A.
  2. C.E. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" AND "UNIT BOUNDARIES" ARE AS SHOWN IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. "COMMON ELEMENTS" ARE NOT LIMITED TO CONDUITS, WIRING, OUTLETS, OR OTHER ELECTRICAL SYSTEMS.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

PREPARED BY:  
**SDA**  
 SURVEYING & DESIGN  
 1000 N. W. 10th Ave., Suite 100  
 Fort Lauderdale, FL 33304  
 Phone: (954) 571-1111  
 Fax: (954) 571-1112

# CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 34

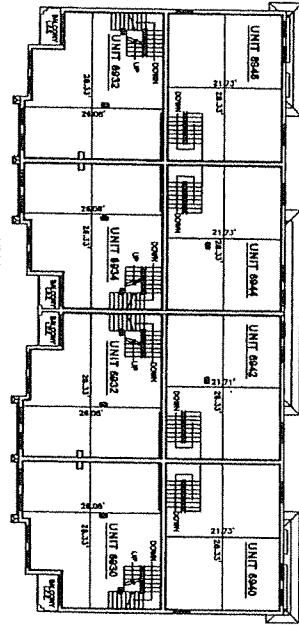
FIRST FLOOR:  
 UPPER LIMITS: 15.1'±  
 LOWER LIMITS: 13.7'±  
 SECOND FLOOR:  
 UPPER LIMITS: 21.2'±  
 LOWER LIMITS: 19.8'±  
 THIRD FLOOR:  
 UPPER LIMITS: 27.3'±  
 LOWER LIMITS: 25.9'±  
 COMMONS:  
 UPPER LIMITS: 14.3'±  
 LOWER LIMITS: 12.9'±

SHEET 37 OF 40 SHEETS  
 NOVEMBER, 2004

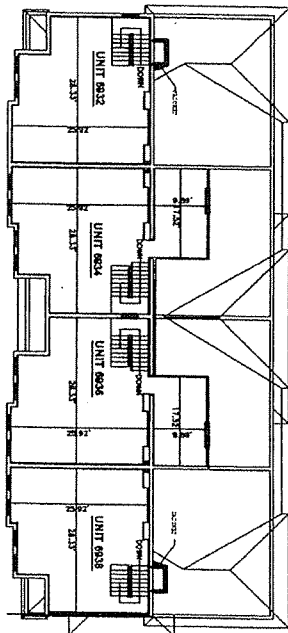
SCALE: 1"=8'  
 0 4 8 16



SECOND FLOOR PLAN



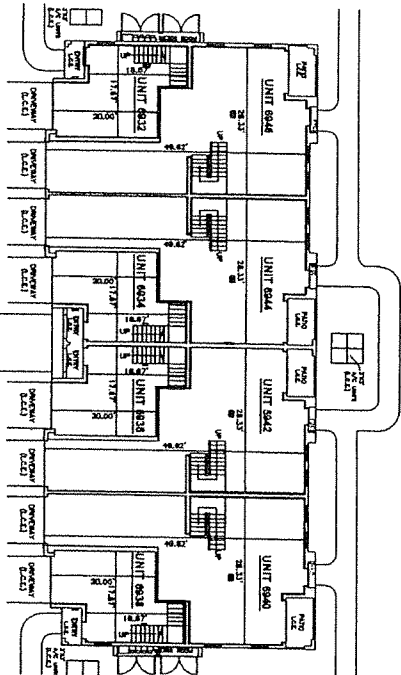
THIRD FLOOR PLAN



NOTES:

1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: [Name Redacted]
2. C.E. - INDICATES COMMON ELEMENT
3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM
5. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CORRIDORS, HALLS, STAIRS, ELEVATOR SHAFTS, ROOFS, PLUMBING, VENTILATION, ETC. HAVE NOT BEEN GRAPHICALLY ILLUSTRATED
6. ALL IMPROVEMENTS SHOWN ARE COMPLETE

FIRST FLOOR PLAN

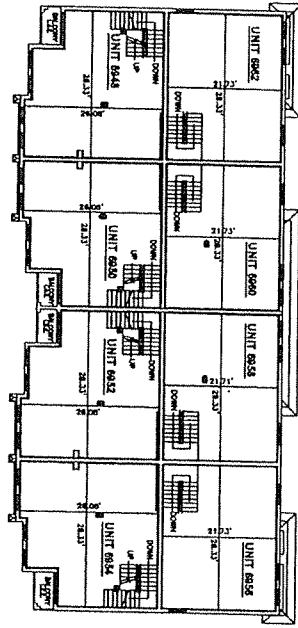


PREPARED BY:  
**SDA**  
 SURVEYING & DESIGN  
 2017 W. Main Street, Suite 100  
 Portland, Oregon 97201  
 Phone: 503.228.1111  
 Fax: 503.228.1112

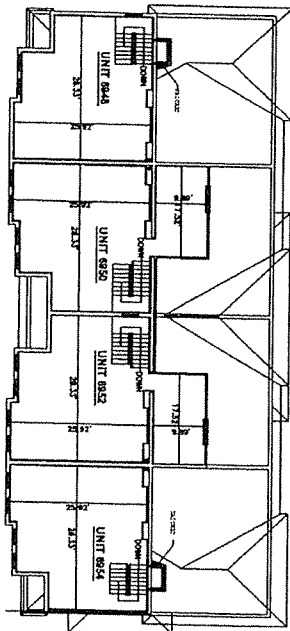
**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM**  
 "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS"  
 EXHIBIT "B"  
 TO THE DECLARATION OF CONDOMINIUM  
 BUILDING 35

8 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 18 OF 40 SHEETS  
 NOVEMBER, 2004

SECOND FLOOR PLAN



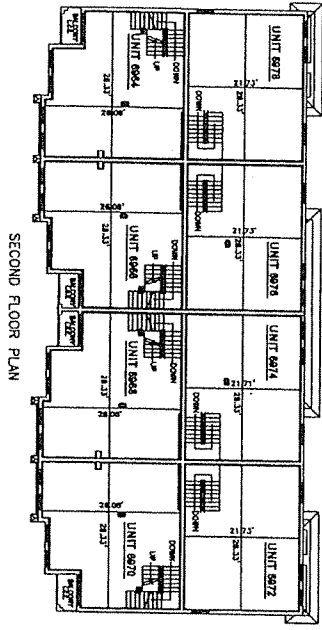
THIRD FLOOR PLAN



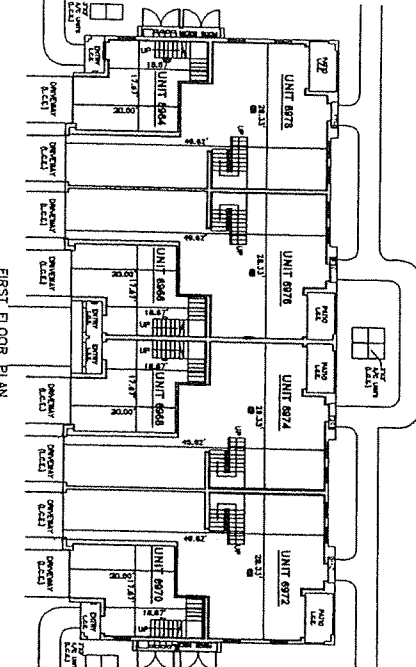
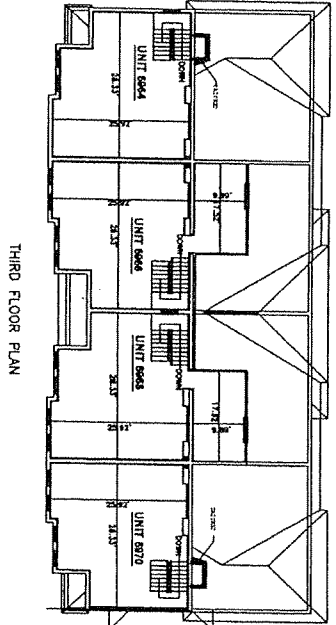
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# **CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM** "SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS" EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM BUILDING 36

5 4 0 8 16  
 SCALE: 1"=8'  
 SHEET 39 OF 40 SHEETS  
 NOVEMBER, 2004



FIRST FLOOR:  
 LOWER LIMITS: 15.67'  
 UPPER LIMITS: 24.25'  
 SECOND FLOOR:  
 LOWER LIMITS: 24.87'  
 UPPER LIMITS: 33.17'  
 THIRD FLOOR:  
 LOWER LIMITS: 33.17'  
 UPPER LIMITS: 42.25'  
 GARAGE:  
 LOWER LIMITS: 15.25'  
 UPPER LIMITS: 24.25'



- NOTES:
1. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS PREPARED BY: [illegible]
  2. C.C. - INDICATES COMMON ELEMENT
  3. L.C.E. - INDICATES LIMITED COMMON ELEMENT
  4. "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE AS DEFINED IN THE DECLARATION OF CONDOMINIUM, CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM.
  5. COMMON ELEMENTS SHOWN AS, BUT NOT LIMITED TO: CONDUITS, WHIS, OUTLETS, NOT BEING GRAPHICALLY ILLUSTRATED.
  6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

6. ALL IMPROVEMENTS SHOWN ARE COMPLETE.

**CYPRESS POINTE AT CORAL SPRINGS, A CONDOMINIUM****NOTES TO SURVEY****1. DESCRIPTION OF DWELLING UNITS**

Each Dwelling Unit shall consist of that part of the building containing such Dwelling Unit which lies within the boundaries of the Dwelling Unit, which boundaries are as follows:

**A. Upper Boundaries**

The upper boundary of each Dwelling Unit shall be the horizontal plane of the unfinished ceiling extended to an intersection with the perimetrical boundaries.

**B. Lower Boundaries**

The lower boundary of each Dwelling Unit shall be the horizontal plane of the unfinished floor slab of that Dwelling Unit extended to an intersection with the perimetrical boundaries.

**C. Perimetrical Boundaries**

The perimetrical boundaries of each Dwelling Unit shall be the following boundaries extended to an intersection with upper and lower boundaries:

**(1) EXTERIOR BUILDINGS WALLS:**

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Dwelling Unit.

**(2) INTERIOR BUILDINGS WALLS:**

The vertical planes of the innermost unfinished surface of the party walls dividing Dwelling Units extended to intersections with other perimetrical boundaries.

Drywall and studs are included within the boundaries of each Dwelling Unit.

**D. Apertures**

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof, shall be included in the boundaries of each Dwelling Unit.



E. Air Conditioning Units

The boundaries of each Dwelling Unit shall also be deemed to include all integral parts of the air conditioning unit located within the Dwelling Unit.

F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling Unit within which contained. Nor shall it include columns or partitions contributing to support of the building. The items here identified are part of the Common Elements.

2. DESCRIPTION OF COMMON ELEMENTS

A. All land and all portions of the Condominium Property not within a Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling Unit and all columns or partitions contributing to support of the building are Common Elements.

C. All conduits and wire to outlets, all other utility lines to outlets and all waste pipes, regardless of location, are Common Elements.

D. The Common Elements are subject to certain easements set forth in Article 10 of the Declaration of Condominium.

E. The Balconies and Patios so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Dwelling Unit(s) adjacent thereto.

F. The A/C Land upon which is situated all air conditioning equipment located outside the Dwelling Units and as shown on the Survey are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

G. The Outside Stairways, as shown on the Survey, shall be Limited Common Elements reserved for the use of the Owners of the Dwelling Units adjacent thereto.

H. The Entries, as shown on the Survey, shall be Limited Common Elements reserved for the use of the Owners of the Dwelling Units adjacent thereto.

I. The Driveways, as shown on the Survey, are Limited Common Elements reserved for the use of the Dwelling Units adjacent thereto.

The definitions set forth in the Declaration of Condominium are incorporated herein.