

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CYPRESS BEND CONDOMINIUM VII ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 11, 1988, as shown by the records of this office.

The document number of this corporation is N27849.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of August, 1988.



Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
CYPRESS BEND CONDOMINIUM VII ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

RECORDED
MAY 11 1976
BROWARD COUNTY, FLORIDA

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:

ARTICLE I

DEFINITIONS

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

- 1.1. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recording the first Declaration amongst the Public Records of the County.
- 1.2. "Apartment" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.
- 1.3. "Articles" mean this document.
- 1.4. "Assessments" mean the assessments for which all Owners are obligated to the Association as more particularly set forth in the Declaration.
- 1.5. "Association" means Cypress Bend Condominium VII Association, Inc., a Florida corporation not for profit, created pursuant to these Articles.
- 1.6. "Board" means the Board of Directors of the Association.
- 1.7. "Bylaws" mean the Bylaws of the Association.
- 1.8. "Common Expenses" mean expenses for which the Owners are liable to the Association as set forth in various sections of the Act and in the Condominium Documents and include:
 - (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association, costs of fire and extended coverage insurance; and
 - (ii) any other expenses designated as Common Expenses in the Condominium Documents or from time to time by the Board.
- 1.9. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of the Declaration of Cypress Bend Condominium VII or amendment thereto adding a subsequent phase pursuant to Section 718.403 of the Act.
- 1.10. "Condominium Documents" mean in the aggregate each Declaration, these Articles, the Bylaws, the Covenants Declaration, the Articles of Incorporation and Bylaws of the Corporation, any rules and regulations promulgated by the Corporation, and any and all exhibits and amendments thereto and all the instruments and documents referred to therein and executed in connection with a Cypress Bend VII Condominium..
- 1.11. "Condominium Property" means the land when, as and if submitted to condominium ownership pursuant to a Declaration and any amendment or

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amendments thereto and all improvements thereon and appurtenances thereto as more particularly described in such Declaration.

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

1.13. "County" means Broward County, Florida.

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

1.15. "Cypress Bend" means the name given to the multi-staged, planned residential community being developed upon the real property described on Exhibit A to the Covenants Declaration in accordance with the various land use restrictions set forth therein. Such real property includes various geographical areas constituting stages in the development of Cypress Bend.

1.16. "Cypress Bend VII" means the geographical area within Cypress Bend which Developer plans to develop as a stage in the development of Cypress Bend and upon which Developer intends to develop the Condominium; however, Developer has reserved the right to develop other Cypress Bend VII Condominium(s) and/or non-condominium developments in Cypress Bend VII.

1.17. "Cypress Bend VII Condominium(s)" means a condominium in Cypress Bend VII which is the subject of a Declaration.

1.18. "Declaration" means a Declaration of Condominium by which a Cypress Bend VII Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

1.19. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assigns. An Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such 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.

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

1.21. "Member" means member of the Association.

1.22. "Owner" means "unit owner" as defined in the Act and is the owner of an Apartment.

1.23. "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 an Apartment owned by more than one (1) owner or by any entity.

1.24. "Voting Interests" mean the voting rights distributed to Members pursuant to a Declaration.

ARTICLE II

NAME

The name of this corporation shall be CYPRESS BEND CONDOMINIUM VII ASSOCIATION, INC.

ARTICLE III

PLAN OF DEVELOPMENT AND
PURPOSE OF ASSOCIATION

3.1. Developer is the owner and developer of Cypress Bend, more particularly described on Exhibit A to the Covenants Declaration.

3.2. Developer intends to develop the Condominium on property Developer owns within Cypress Bend. Developer intends to develop the Condominium as a "phase condominium" as contemplated by Section 718.403 of the Act which is planned to consist of ten (10) Phases. If Developer submits all ten (10) phases to condominium ownership as part of the Condominium by recording the Declaration of the Condominium and several amendments thereto amongst the Public Records of the County, then the Condominium shall be the only condominium in Cypress Bend VII and shall be the only condominium administered by the Association.

3.3. If Developer does not submit all ten (10) phases to condominium ownership as part of the Condominium, Developer may submit the land in Cypress Bend VII not included in the Condominium to condominium ownership as one (1) or more additional Cypress Bend VII Condominiums to be administered by the Association.

3.4. All or any portion of Cypress Bend VII not included in a Cypress Bend VII Condominium may be developed with residential housing units either as a condominium which is not a Cypress Bend VII Condominium, and thus would not be administered by the Association, or as a non-condominium development, such as non-condominium townhouses, rental housing or cooperatively owned housing, etc.

3.5.1. The Association shall be the condominium association responsible for the operation of each Cypress Bend VII Condominium and shall also be responsible for the operation of the "Recreation Areas" (as defined in the Declaration), subject to the terms and restrictions of the Condominium Documents. Each Owner shall be a Member of the Association as provided in these Articles. If more than one (1) Cypress Bend VII Condominium is created or if any portion of Cypress Bend VII is developed as other than a condominium, the Association will ultimately be conveyed ownership of "Phase 9 Land" and "Phase 10 Land" (as such terms are defined in the Declaration). In the event only the Condominium is created within Cypress Bend VII, then Developer shall have the option of submitting all or a portion of such areas as phases of such Condominium or conveying them to the Association.

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

3.5.3. The purpose for which this Association is organized is to maintain, operate and manage Cypress Bend VII; to own portions of, operate, lease, sell, trade and otherwise deal with Cypress Bend VII and certain of the improvements located therein now or in the future; and to be a member of the Corporation, all in accordance with the Condominium Documents and all other lawful purposes.

ARTICLE IV

POWERS

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

4.1. The Association shall have all 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.

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

4.2.1. to make, establish and enforce reasonable rules and regulations governing the Cypress Bend VII Condominiums and the use of Apartments therein;

4.2.2. to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the maintenance, operation and management of the Cypress Bend VII Condominiums 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;

4.2.3. to maintain, repair, replace and operate each of the Cypress Bend VII Condominiums in accordance with the Condominium Documents and the Act;

4.2.4. to reconstruct improvements of the Condominium Property of each of the Cypress Bend VII Condominiums in the event of casualty or other loss;

4.2.5. to enforce by legal means the provisions of the Condominium Documents and the Act;

4.2.6. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Cypress Bend VII Condominiums and to enter into any other agreements consistent with the purposes of the Association and the Act, including, but not limited to, an agreement as to the management of the Cypress Bend VII Condominiums or portions thereof 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.

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

4.2.8. to purchase: (i) Apartment(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.

ARTICLE V

MEMBERS

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

5.1. Until such time as the first Cypress Bend VII Condominium is submitted to condominium ownership by the recordation of a Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as hereinafter defined).

5.2. Once the first Cypress Bend VII Condominium is submitted to condominium ownership by the recordation of a Declaration, the Owners, which in the first instance shall mean Developer as the Owner of all the Apartments, shall be entitled to exercise all the rights and privileges of Members.

5.3. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to an Apartment as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County, whereupon the membership of the prior Owner thereof shall terminate as to that Apartment. New Owners shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

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

5.5. If, as and when Cypress Bend VII Condominiums other than the Condominium are submitted to condominium ownership, membership in the Association shall be divided into classes with the Owners in each Condominium constituting the "Class Members" of each separate class with each class bearing the name of the condominium in which its members are Owners and, for so long as Developer owns any Apartments, an additional class comprised of those Apartments owned by Developer shall also exist as a separate class ("Developer Class"). Until and unless more than one (1) Condominium is created within Cypress Bend VII, there shall be only one (1) class of members other than Developer Class.

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

5.6.1. The Members shall vote either as a whole or by class, which determination shall be made in accordance with Paragraph 5.6.2 and Paragraph 5.6.3 immediately below. In any event, however, there shall be only one (1) vote for each Apartment, which vote shall be exercised and cast in accordance with the Declarations and Bylaws; provided, however, on such matters requiring a vote of the Developer Class, Apartments owned by Developer shall also have a vote in such class. If there is more than one (1) owner with respect to an Apartment as a result of the ownership of fee interest in such Apartment by more than one (1) person or entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Declarations.

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

(i) Matters substantially pertaining to a particular Cypress Bend VII Condominium shall be voted upon only by the Class Members of that Cypress Bend VII Condominium and shall be determined by vote of the majority of the Voting Interests to be cast by such Class Members in attendance at any meeting having a proper quorum (as determined in accordance with the Bylaws);

(ii) Matters substantially pertaining to the Association or to all Cypress Bend VII Condominiums shall be voted on by the entire membership of the Association and shall be determined by a vote of the majority of the Voting Interests to be cast by the Members in attendance at any meeting having a quorum (as determined in accordance with the Bylaws); provided, however, such vote shall not be effective until an affirmative vote of the Developer Class is taken if so required by these Articles; and

(iii) Matters specifically requiring a vote of the Developer Class shall be voted on by such class in addition to the votes conducted pursuant to either (i) or (ii) above.

5.6.3. Any decision as to whether a matter substantially pertains to a particular Cypress Bend VII Condominium or to the Association or all Cypress Bend VII Condominiums for the purposes of voting shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a particular Cypress Bend VII Condominium which the Board determines to require the vote of all Members as a whole shall be effective with regard to that particular Cypress Bend VII Condominium unless the Class Members of that Cypress Bend VII Condominium shall be given the opportunity to vote on said action or resolution as a class.

5.6.4. Voting as to the election of the Board as provided in Article X of these Articles shall be by the entire membership of the Association.

ARTICLE VI

TERM

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

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Merle D'Addario, 1151 NW 24th Street, Pompano Beach, Florida 33064.

ARTICLE VIII

OFFICERS

8.1. The operations of the Association shall be managed by a President, one (1) or more 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.

8.2. 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 the Bylaws); provided, however, such officers may be removed by the 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, 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 IX

FIRST OFFICERS

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

President	-	Merle D'Addario
Vice-President	-	JoAnn Levy
Secretary	-	Patricia Pfund
Treasurer	-	Patricia Pfund

ARTICLE X

BOARD OF DIRECTORS

10.1. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to Developer's Resignation Event shall be as provided in Paragraphs 10.6 and 10.10 below. Except for Developer-appointed Directors, Directors must be Members.

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

<u>NAME</u>	<u>ADDRESS</u>
Merle D'Addario	1151 NW 24th Street Pompano Beach, Florida 33064
JoAnn Levy	1151 NW 24th Street Pompano Beach, Florida 33064
Patricia Pfund	1151 NW 24th Street Pompano Beach, Florida 33064

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 to remove any Director designated by Developer in accordance with these Articles.

10.3. Upon the conveyance by Developer to Purchaser Members of fifteen percent (15%) or more of the "Total Apartments" (as hereinafter defined) in any Cypress Bend VII Condominium (as evidenced by the recordation of deeds), including Apartments located within all phases thereof as contemplated in the applicable Declaration (provided the Developer still holds the right to submit such additional phases to condominium ownership), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at a special meeting of the membership called for such purpose ("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 10.4 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 10.3.

The term "Total Apartments" means the number of Apartments contemplated for all Cypress Bend VII Condominiums (less the number of Apartments in any and all phases of any Cypress Bend VII Condominium developed as a phase condominium pursuant to the Act, which Developer decides neither to submit as part of such Cypress Bend VII Condominium as provided in the applicable Declaration nor submit to condominium ownership as a separate Cypress Bend VII Condominium).

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

(i) Three (3) years after sales by Developer of fifty percent (50%) of the Total Apartments have been "closed" (as hereinafter defined); or

(ii) Three (3) months after sales by Developer of ninety percent (90%) of the Total Apartments have been closed; or

(iii) Five (5) years after the sale by Developer of the first Apartment has been closed; or

(iv) When all of the Total Apartments have been completed (as evidenced by the issuance of certificates of occupancy for all of same) and some have been sold to Purchaser Members and none of the others is being offered for sale by Developer in the ordinary course of business; or

(v) When some of the Total Apartments have been conveyed to Purchaser Members and none of the others is being constructed or offered for sale by Developer in the ordinary course of business; or

(vi) When Developer, as Developer has the right to do at any time upon written notice to the Association, relinquishes its right to designate a majority of the Board.

The term "closed" shall mean the recording of an instrument of conveyance to a Purchaser Member amongst the Public Records of the County.

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

10.6. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; 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.

10.7. 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:

10.7.1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest 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

10.7.2. 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.

10.8. The Board shall continue to be so designated and elected, as described in Paragraphs 10.6 and 10.7 above, at each subsequent Annual Members' Meeting, until the Annual Members' Meeting following the Developer's Resignation Event.

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

10.10. Developer shall cause all its designated Directors to resign when Developer no longer holds at least two percent (2%) of the Total Apartments 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 Developer's Resignation Event, the Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of 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.

10.11. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time.

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

ARTICLE XI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

11.1. Making and collecting Assessments against Members to defray the costs of Common Expenses and collecting that portion of Operating Expenses attributable to owners in Cypress Bend VII as determined in accordance with the Covenants Declaration. Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Covenants Declaration and Declarations.

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

11.3. Maintaining, repairing and operating the improvements within Cypress Bend VII.

11.4. Reconstructing improvements after casualties and losses and making further authorized improvements within Cypress Bend VII.

11.5. Making and amending rules and regulations with respect to Cypress Bend VII.

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

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

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

11.9. 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.

11.10. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of each of the Cypress Bend VII Condominiums and not billed directly to Owners of individual Apartments.

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

11.12. Approving or disapproving of proposed purchasers of Apartments by gift, devise, or inheritance and other transferees in accordance with the provisions set forth in the Condominium Documents and the Act.

11.13. Voluntary binding arbitration as provided for in Section 718.112(2)(1) of the Act, for the settlement of internal disputes arising regarding the operation of any Cypress Bend VII Condominium among Developer, Members, the Association, their agents and assigns, and the provisions of Chapter 718.112(2)(1) are incorporated by reference herein.

11.14. All other powers and duties reasonably necessary to operate and maintain the Cypress Bend VII Condominiums and "association property" (as defined in the Act), if any, in compliance with the Condominium Documents and the Act.

ARTICLE XII

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he was a Director or officer at the time such expenses and/or

liabilities were 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 may be entitled whether by statute or common law. The indemnification hereby afforded to Directors or 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 XIII

BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the votes of Members represented in person or by proxy at an Annual Members' Meeting or special meeting of the Members and the approval of a majority of the Board present 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 XIV

AMENDMENTS

14.1. Prior to the recording of a Declaration amongst the Public Records of the County, these Articles may be amended only by a majority vote of the Board evidenced by an instrument in writing signed by the President or Vice President and Secretary or Assistant Secretary and filed with the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language and date of adoption of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to each Declaration upon the recording of such Declarations.

14.2. After the recording of a Declaration amongst the Public Records of the County, these Articles may be amended by either of the following methods:

14.2.1. The following process:

(i) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be 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; and

(ii) 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"); and

(iii) At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the Voting Interests of all Members entitled to vote thereon unless any class of Members is entitled to vote thereon as a class pursuant to Article V hereof, in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon

as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

14.2.2. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment 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 meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

14.2.3. Any amendment to these Articles shall require the approval of the Developer Class for so long as such class exists.

14.3. 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 Condominium Documents.

14.4. 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 of the County as an amendment to Exhibit C of each Declaration, and no amendment to these Articles shall be effective until it has been so recorded.

14.5. Notwithstanding the foregoing provisions of this Article XIV, 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 X hereof or this Paragraph 14.5, without the prior written consent therefor 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 Apartment.

14.6. After the Majority Election Meeting the following shall require the written approval of the Developer Class:

1. Assessment of the Developer as an Owner for "capital improvements." The determination of what is a capital improvement rather than ordinary maintenance or repairs, shall be in Developer's sole discretion.

2. Any action by the Association that would be detrimental to the sales of Apartments by the Developer. What is detrimental to the sales of Apartments shall be in Developer's sole discretion; provided, however, an increase in assessments for Common Expenses of a Cypress Bend VII Condominium without discrimination against the Developer shall not be deemed detrimental to the sales of Apartments in such Cypress Bend VII Condominium.

ARTICLE XV

ANNUAL MEETING SEGMENT OF THE PROTECTIVE CORPORATION


At any regularly scheduled Annual Members' Meeting or any special meeting called for such purpose, the Members shall, if requested by the Corporation, conduct an "Annual Meeting Segment" to conduct such business of the Corporation as may be transacted at such Annual Meeting Segment as provided in the Articles of Incorporation and Bylaws of the Corporation and in the Covenants-Declaration. At any such portion of the Annual Members Meeting devoted to conducting the Annual Meeting Segment the presiding officer shall be the President of the Corporation or such other Member as he may delegate; provided, however, if the Association has elected one or more Governors to serve on the Board of Directors of the Corporation, then the Governor so elected shall be the presiding officer at the Annual Meeting Segment and where more than one Governor is so elected, then the Governor designated by the President of the Corporation shall be the presiding officer.

ARTICLE XVI

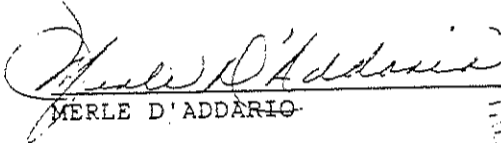
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1151 NW 24th Street, Pompano Beach, Florida 33064, and the initial registered agent of the Association at that address shall be Merle D'Addario, who shall also be resident agent.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 5 day of August, 1988.


MERLE D'ADDARIO

The undersigned hereby accepts the designation of Registered Agent and Resident Agent of Cypress Bend Condominium VII Association, Inc. as set forth in Article XVI of these Articles of Incorporation and acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida General Corporation Act, including specifically Section 607.325.

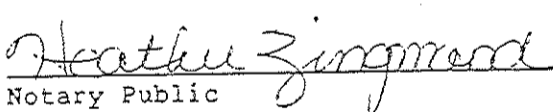

MERLE D'ADDARIO

FILED
1988 AUG 11 PM 11:20
STATE OF FLORIDA
TALLAHASSEE

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

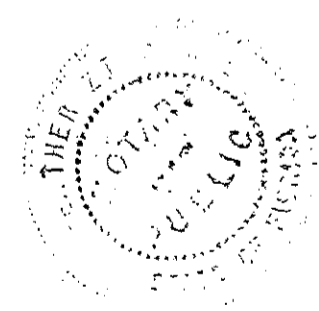
I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MERLE D'ADDARIO, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and she acknowledged before me that she executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 5th day of August, 1988

 (SEAL)
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 13, 1992
BONDED THRU GENERAL INS. UND.



BK 65607 PG 0887