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DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM VII

ORIOLE HOMES CORP., a Florida corporation, ("Developer"), as the owner in fee simple of the "Land" (as hereinafter defined), hereby makes this Declaration of Condominium of Cypress Bend Condominium VII ("Declaration") to be recorded amongst the Public Records of Broward County, Florida, 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 "Phase 1" (as hereinafter defined) to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recordation of this Declaration ("Act").

2. NAME

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

CYPRESS BEND CONDOMINIUM VII

3. PHASE CONDOMINIUM - LAND

The land which will have become part of the Condominium Property when, as and if all of the "Phases" (as hereinafter defined) are added to the Condominium Property is described in Exhibit A ("Land") attached hereto and made a part hereof. The legal description of the portion of the Land ("Phase 1 Land") constituting the initial Phase of the Condominium Property, to wit: "Phase 1" (as hereinafter defined) is set forth on Exhibit B-1 attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each "Subsequent Phase" (as hereinafter defined) of the Condominium Property are set forth on Exhibits B-2 through B-10 attached hereto and made a part hereof.

4. DEFINITIONS

The terms contained in this Declaration shall have the same meanings as set forth 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 recordation of this Declaration.

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

4.3. "Articles" mean the Articles of Incorporation of the Association which are attached hereto as Exhibit C.

4.4. "Assessments" mean the assessments for which all Owners are obligated to the Association and includes:

4.4.1. "Annual Assessment" which includes each Owner's annual share of funds required for the payment of Common Expenses as determined in accordance with the Declaration; and

4.4.2. "Special Assessments" which include any Assessments levied by the Board in addition to the Annual Assessments and is more particularly described in Section 15.2 of this Declaration.

Prepared By:

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4.5. "Association" means Cypress Bend Condominium VII Association, Inc., a Florida corporation not for profit, organized to administer all condominiums within Cypress Bend VII, including the Condominium, and having as its members the Owners.

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

4.7. "Building" means a building containing one (1) or more Apartments.

4.8. "Bylaws" mean the Bylaws of the Association which are attached hereto as Exhibit D.

4.9. "Common Elements" mean the portions of the Condominium Property, including the Land, not included in the Apartments including, but not limited to: (i) easements through Apartments for conduit, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to Apartments and the Common Elements; (ii) an easement of support in every portion of an Apartment which contributes to the support of the Building in which the Apartment is located; (iii) property and installation required for the furnishing of utility services and other services for more than one Apartment, the Common Elements, or located within one Apartment and servicing another Apartment; and (iv) the Land, or such portion or portions of the Land, when, as and if same are submitted to condominium ownership.

4.10. "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, 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.

4.11. "Condominium" means the property submitted to condominium ownership pursuant to this Declaration as the same may be amended from time to time.

4.12. "Condominium Documents" mean in the aggregate this Declaration, the Articles, the Bylaws, the Covenants Declaration, the Articles of Incorporation and Bylaws of the Corporation, any rules and regulations promulgated by the Association or the Corporation, and any and all exhibits and amendments thereto and all the instruments and documents referred to therein and executed in connection with the Condominium.

4.13. "Condominium Property" means the Land or such portion or portions of the Land, when, as and if same are submitted to condominium ownership as part of the Condominium (collectively "Submitted Land"), and all improvements on the Submitted Land including, but not limited to, the Apartments and the Common Elements and all easements and all rights appurtenant thereto which are intended for use in connection with the Condominium excluding from the Condominium Property, however, all public utility installations, telecommunication 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, the Submitted Land and/or the Association to provide utility and/or telecommunication service to Apartments and/or Common Elements. No portion of the Land within any Subsequent Phase shall be included in the term Condominium Property until and unless submitted to condominium ownership by amendment to this Declaration.

4.14. "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

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accordance with the Covenants Declaration and having among its members the Association and all other associations which administer condominiums in Cypress Bend.

4.15. "County" means Broward County, Florida.

4.16. "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.

4.17. "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 herein referred to as "Sections." This Condominium is within the Section known as "Cypress Bend VII."

4.18. "Cypress Bend VII" means the geographical area within Cypress Bend which Developer plans to develop as a stage in the development of Cypress Bend according to the "Plan" described in Article 5 hereof. Cypress Bend VII is a residential community which includes the Condominium Property, and other portions of the Land, if any, and any improvements thereon as may be owned, operated and maintained by the Association, including, but not limited to, any property related to Other Units.

4.19. "Declaration" means this document.

4.20. "Developer" means Oriole Homes Corp., a Florida corporation, its grantees, 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.

4.21. "Institutional Mortgagee" means any lending institution having a mortgage lien upon an Apartment 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) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a first mortgage upon an Apartment; or (iv) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association ("FNMA") 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 an Apartment; or (v) Developer, its successors and assigns.

4.22. "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.

4.23. "Legal Fees" mean (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 postjudgment proceedings; and (ii) court costs through and including all trial and appellate levels and postjudgment proceedings.

4.24 "Limited Common Element" means the portion of the Condominium Property designated as "Patio" on the appropriate Phase survey which are for the exclusive use of certain Apartments only.

4.25. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering an Apartment of which the Association has been notified pursuant to Paragraph 23.3 herein and which is in compliance with this Declaration.

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

4.27. "Phase" means that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

4.28. "Subsequent Phases" mean those portions of the Land and improvements thereon, other than Phase 1, which Developer may, but shall not be obligated (except as to Phase 9 and Phase 10) to submit to the Condominium Property, in whole or in part, and shall consist of Phases 2 through 8, Phase 9 and Phases 10. Developer shall be obligated to submit portions of Phase 9 and Phase 10 to the Condominium Property as set forth in Paragraphs 6.9 and 6.10 of this Declaration.

4.29. "Transfer Date" means the date occurring sixty (60) days after the "Majority Election Meeting" (as that term is defined in the Articles).

5. DESCRIPTION OF IMPROVEMENTS IN PHASE 1

5.1. Description of Improvements-Phase 1

The portion of the Land and improvements (collectively "Phase 1") being submitted to condominium ownership pursuant to this Declaration are described on the "Phase 1 Survey" (as hereinafter defined). The improvements in Phase 1 include one (1) five (5)-story residential Building which contains, in addition to the Common Elements therein, a total of fifty (50) Apartments. Each Apartment in Phase 1 is identified by a four (4) digit hyphenated Arabic numeral (i.e., 1-101) containing as the first number the number designating the Phase (i.e., 1) and no Apartment bears the same designation as any other Apartment in the Condominium. Developer has provided no items of personal property in connection with Phase 1.

5.2. Phase 1 Survey

Annexed hereto as Exhibit B-1, and made a part hereof, is a survey of Phase 1, a graphic description of the improvements thereon and a plot plan thereof (collectively herein referred to as the "Phase 1 Survey"). The Phase 1 Survey shows and identifies, among other things, the Land, the Common Elements and each Apartment therein, and shows their relative locations and approximate dimensions. Attached to the Phase 1 Survey and made a part of this Declaration is a certificate prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

6.1. Subsequent Phases

6.1.1. Condominium Property. Developer is developing the Condominium Property as a "phase condominium" as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Phase 1 Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of

the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase(s). If, as and when Subsequent Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto and any recreational facilities which are submitted to condominium ownership as parts of such Subsequent Phase or Phases.

6.1.2. Subsequent Phase Surveys. Annexed hereto as Exhibits B-2 through B-10 are the surveys, plot plans and graphic descriptions of improvements for Phases 2 through 10 ("Phase 2 Survey," "Phase 3 Survey," "Phase 4 Survey," etc.). Notwithstanding any indications to the contrary herein contained, Developer may make nonmaterial changes in the description(s) of any Subsequent Phase more particularly described on the Phase 2 Survey, Phase 3 Survey, Phase 4 Survey, etc. (collectively, the "Subsequent Phase Surveys").

6.1.3. Minimums and Maximums. While at the time of recordation of this Declaration Developer plans to include the number of Apartments in each Subsequent Phase as set forth in the following chart, the Act requires that the Declaration also set forth the minimum and maximum number of Apartments which Developer reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

<u>Phase</u>	<u>Developer's Plans</u>	<u>Minimum Number of Apartments</u>	<u>Maximum Number of Apartments</u>
2	50	45	56
3	72	64	80
4	65	58	72
5	72	64	80
6	72	64	80
7	50	45	56
8	72	64	80

While Developer plans that the general size for each Apartment to be included in Phases 3, 5, 6 and 8 will be approximately one thousand one hundred twenty-one (1,121) square feet to one thousand one hundred ninety-five (1,195) square feet and the general size for each Apartment to be included in Phases 1, 2, 4 and 7 will be approximately eight hundred thirty (830) square feet, Developer reserves the right to include in the Condominium Apartments ranging in size from a minimum of eight hundred (800) square feet to a maximum of two thousand five hundred (2,500) square feet.

6.1.4. Identification of Apartments. Each Apartment in Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7 and Phase 8, if any or all of such Subsequent Phases are submitted to the Condominium Property pursuant to the "Phase 2 Amendment," "Phase 3 Amendment," "Phase 4 Amendment," etc. (as hereinafter defined), respectively, shall be identified by a four (4) digit hyphenated Arabic numeral with the first digit representing the Phase number (i.e., 2-201 in Phase 2). No Apartment in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying Arabic numeral as any other Apartment in the Condominium.

6.2. Phase 2

"Phase 2," if added to the Condominium Property pursuant to this Declaration by an amendment hereto ("Phase 2 Amendment"), is intended to consist of the real property ("Phase 2 Land") more particularly described in the Phase 2 Survey attached hereto as Exhibit B-2 and made a part hereof, the improvements which shall include one (1) five (5)-story residential Building containing, in addition to the Common Elements therein, fifty (50) Apartments and the Common Elements shown on the Phase 2 Survey. The Phase 2 Survey (as revised prior to the recordation of the Phase 2 Amendment) shall be attached to the Phase 2 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 2. If Phase 2 is submitted to the Condominium Property pursuant to the Phase 2 Amendment, Phase 2 will be

completed and the Phase 2 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.3. Phase 3

"Phase 3," if added to the Condominium Property pursuant to this Declaration by an amendment hereto ("Phase 3 Amendment"), is intended to consist of the real property ("Phase 3 Land") more particularly described in the Phase 3 Survey attached hereto as Exhibit B-3 and made a part hereof, the improvements which shall include one (1) nine (9)-story residential Building containing, in addition to the Common Elements therein, seventy-two (72) Apartments and the Common Elements shown on the Phase 3 Survey. The Phase 3 Survey (as revised prior to the recordation of the Phase 3 Amendment) shall be attached to the Phase 3 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 3. If Phase 3 is submitted to the Condominium Property pursuant to the Phase 3 Amendment, Phase 3 will be completed and the Phase 3 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.4. Phase 4

"Phase 4," if added to the Condominium Property pursuant to this Declaration by an amendment hereto ("Phase 4 Amendment"), is intended to consist of the real property ("Phase 4 Land") more particularly described in the Phase 4 Survey attached hereto as Exhibit B-4 and made a part hereof, the improvements which shall include one (1) five (5)-story residential Building containing, in addition to the Common Elements therein, sixty-five (65) Apartments and the Common Elements shown on the Phase 4 Survey. The Phase 4 Survey (as revised prior to the recordation of the Phase 4 Amendment) shall be attached to the Phase 4 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 4. If Phase 4 is submitted to the Condominium Property pursuant to the Phase 4 Amendment, Phase 4 will be completed and the Phase 4 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.5. Phase 5

"Phase 5," if added to the Condominium Property pursuant to this Declaration by an amendment hereto ("Phase 5 Amendment"), is intended to consist of the real property ("Phase 5 Land") more particularly described in the Phase 5 Survey attached hereto as Exhibit B-5 and made a part hereof, the improvements which shall include one (1) nine (9)-story residential Building containing, in addition to the Common Elements therein, seventy-two (72) Apartments and the Common Elements shown on the Phase 5 Survey. The Phase 5 Survey (as revised prior to the recordation of the Phase 5 Amendment) shall be attached to the Phase 5 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 5. If Phase 5 is submitted to the Condominium Property pursuant to the Phase 5 Amendment, Phase 5 will be completed and the Phase 5 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.6. Phase 6

"Phase 6," if added to the Condominium Property pursuant to this Declaration by an amendment hereto ("Phase 6 Amendment"), is intended to consist of the real property ("Phase 6 Land") more particularly described in the Phase 6 Survey attached hereto as Exhibit B-6 and made a part hereof, the improvements which shall include one (1) nine (9)-story residential Building containing, in addition to the Common Elements therein, seventy-two (72) Apartments and the Common Elements shown on the Phase 6 Survey. The Phase 6 Survey (as revised prior to the recordation of the Phase 6 Amendment) shall be

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attached to the Phase 6 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 6. If Phase 6 is submitted to the Condominium Property pursuant to the Phase 6 Amendment, Phase 6 will be completed and the Phase 6 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.7. Phase 7

"Phase 7," if added to the Condominium Property pursuant to this Declaration by an amendment hereto ("Phase 7 Amendment"), is intended to consist of the real property ("Phase 7 Land") more particularly described in the Phase 7 Survey attached hereto as Exhibit B-7 and made a part hereof, the improvements which shall include one (1) five (5)-story residential Building containing, in addition to the Common Elements therein, fifty (50) Apartments and the Common Elements shown on the Phase 7 Survey. The Phase 7 Survey (as revised prior to the recordation of the Phase 7 Amendment) shall be attached to the Phase 7 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 7. If Phase 7 is submitted to the Condominium Property pursuant to the Phase 7 Amendment, Phase 7 will be completed and the Phase 7 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.8. Phase 8

"Phase 8," if added to the Condominium Property pursuant to this Declaration by an amendment hereto ("Phase 8 Amendment"), is intended to consist of the real property ("Phase 8 Land") more particularly described in the Phase 8 Survey attached hereto as Exhibit B-8 and made a part hereof, the improvements which shall include one (1) nine (9)-story residential Building containing, in addition to the Common Elements therein, seventy-two (72) Apartments and the Common Elements shown on the Phase 8 Survey. The Phase 8 Survey (as revised prior to the recordation of the Phase 8 Amendment) shall be attached to the Phase 8 Amendment. Developer shall provide no items of personal property for the Common Elements within Phase 8. If Phase 8 is submitted to the Condominium Property pursuant to the Phase 8 Amendment, Phase 8 will be completed and the Phase 8 Amendment will be recorded amongst the Public Records of the County no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

6.9. Phase 9

"Phase 9," if added to the Condominium, is intended to consist of the real property ("Phase 9 Land") and improvements located thereon more particularly described in the Phase 9 Survey attached hereto as Exhibit B-9 and made a part hereof, all of which shall be Common Elements when and if Phase 9 is added to the Condominium Property as hereinafter set forth. The improvements intended to be located in Phase 9 include certain drives, parking areas and grassed and open areas within Cypress Bend VII as well as the "North Recreation Area," all as depicted on the Phase 9 Survey. Phase 9 shall not contain any Apartments. Developer shall add Phase 9 to the Condominium Property if all of Phases 2 through 8 have become part of the Condominium Property within the greater of seven (7) years from the date of recordation of the Declaration or the maximum time allowed by law for recordation of amendments to the Declaration to add all Phases. If any of Phases 2 through 8 are not added to the Condominium Property, Developer, in its sole discretion, may determine not to add Phase 9 to the Condominium Property. If Developer determines not to add Phase 9 to the Condominium Property easements upon, under, over and/or across portions of the Phase 9 Land shall be conveyed to the Association and shall be owned and operated as "association property" (as such term is defined in the Act). In any event such portions of the Phase 9 Land and all improvements thereon as are necessary to provide the Owners with adequate parking and ingress and egress for access to public rights-of-way shall be made available for use by the Owners, and Developer may designate that any recreational or other facilities developed upon the Phase 9 Land be

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made available for use by the Owners, as well as others. In the event that Phase 9 does not become part of the Condominium Property and the Owners are granted any such use rights to any portions of the Phase 9 Land, the Association shall assess the Condominium for the portion of the expenses necessary to maintain and operate such areas on a pro rata basis according to the number of Apartments which will be granted such use rights.

6.9.1. North Recreation Area. The recreational facilities within the North Recreation Area will consist of a swimming pool, a pool deck, a whirlpool and a clubhouse. The Association shall be responsible for operating and maintaining the North Recreation Area, the expenses of which shall be Common Expenses but may be shared by "Sharing Owners" as provided in Paragraph 6.11 below.

6.10. Phase 10

"Phase 10," if added to the Condominium, is intended to consist of the real property ("Phase 10 Land") and improvements located thereon more particularly described in the Phase 10 Survey attached hereto as Exhibit B-10 and made a part hereof, all of which shall be Common Elements when and if Phase 10 is added to the Condominium Property as hereinafter set forth. The improvements intended to be located in Phase 10 include certain drives, parking areas and grassed and open areas located within Cypress Bend VII as well as the "South Recreation Area," all as depicted on the Phase 10 Survey. Phase 10 shall not contain any Apartments. Developer shall add Phase 10 to the Condominium Property if all of Phases 2 through 8 have become part of the Condominium Property within the greater of seven (7) years from the date of recordation of the Declaration or the maximum time allowed by law for recordation of amendments to the Declaration to add all Phases. If any of Phases 2 through 8 are not added to the Condominium Property, Developer, in its sole discretion, may determine not to add Phase 10 to the Condominium Property. If Developer determines not to add Phase 10 to the Condominium Property easements upon, under, over and/or across portions of the Phase 10 Land shall be conveyed to the Association and shall be owned and operated as "association property" (as such term is defined in the Act). In any event such portions of Phase 10 Land and all improvements thereon as are necessary to provide the Owners with adequate parking and ingress and egress for access to public rights-of-way shall be made available for use by the Owners, and Developer may designate that any recreational or other facilities developed upon the Phase 10 Land be made available for use by the Owners, as well as others. In the event that Phase 10 does not become part of the Condominium Property and the Owners are granted any such use rights to any portions of the Phase 10 Land, the Association shall assess the Condominium for the portion of the expenses necessary to maintain and operate such areas on a pro rata basis according to the number of Apartments which will be granted such use rights.

6.10.1. South Recreation Area. The recreational facilities within the South Recreation Area will consist of a swimming pool, a pool deck, and men's and women's restroom facilities. The Association shall be responsible for operating and maintaining the South Recreation Area, the expenses of which shall be Common Expenses but may be shared by "Sharing Owners" as provided in Paragraph 6.11 below.

The North Recreation Area and the South Recreation Area are sometimes collectively referred to herein as the "Recreation Areas."

6.11. Sharing Owners

Developer reserves the right to declare that some or all of the owners of residential dwelling units other than Developer ("Sharing Owners") in a future development to be developed by Developer ("Sharing Development") shall have the right to use the Recreation Areas on a nonexclusive basis with Owners in Cypress Bend VII, as hereinafter described. Such declaration of the rights of some or all of the Sharing Owners shall be made by Developer in a writing or writings which shall be recorded amongst the Public Records of the County with a copy thereof furnished to the Association within thirty (30) days of the date of such recordation. In the event that Developer makes such a declaration, and in consideration for the sharing of the "Recreation

Expenses" (as hereinafter defined) by the Sharing Owners, as hereinafter described, the Association and all Owners agree that the Sharing Owners, their family members, guests, invitees and lessees shall be permitted to use the Recreation Areas to the full and same extent as same is available to Owners in Cypress Bend VII. Developer agrees that the Sharing Owners of a maximum of one hundred twenty (120) dwelling units in the Sharing Development may share the use of the Recreation Areas as set forth herein. Therefore, as used herein, the term "Sharing Owner" is limited to the Sharing Owners who have the right to use the Recreation Areas under the terms hereof.

Any and all Sharing Owners acquiring rights of use in and to the Recreation Areas under this Declaration shall be obligated to pay the association or entity responsible for the administration of the Sharing Development ("Sharing Association") such Sharing Owner's portion of the Common Expenses attributable to the Recreation Areas ("Recreation Expenses") as fully as though such Sharing Owners were Owners in Cypress Bend VII. The Sharing Association shall assess and collect assessments for their portion of Recreation Expenses and shall remit such assessments to the Association upon receipt thereof. Developer agrees that the provisions hereinabove set forth with respect to the rights and obligations of the Sharing Owners and the Sharing Association shall be included within the documents to be recorded amongst the Public Records of the County which establish the land use covenants and restrictions for the Sharing Development.

6.12. Changes in Subsequent Phases

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Article 6 or Articles 5 or 7 hereof, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. To the fullest extent permitted by law Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys an Apartment in such Phase to an Owner. Such an amendment shall not require the execution thereof by the Association, Institutional Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which an Owner other than Developer shares the Common Expenses and the "Common Surplus" (as defined in the Act) or owns the Common Elements, in which event such Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Apartments must consent in writing thereto; or (ii) such change materially and adversely affects an Owner as determined by Developer in the reasonable discretion of Developer, in which event such Owner and the Institutional Mortgagee of record holding the mortgage on the affected Apartment must consent thereto in writing or such amendment must be adopted in accordance with Article 26 hereof.

6.13. Addition of Subsequent Phases - No Prescribed Order

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Condominium Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways including dedicated streets.

7. PHASE DEVELOPMENT

7.1. Common Elements

The Common Elements shall include the recreational facilities, grassed and open areas, parking areas and drives, all as depicted on the Site Plan. These areas will be added to the Condominium in portions, when and if each Subsequent Phase is added, as shown on the Subsequent Phase Surveys.

7.1.1. Parking Spaces. There are reflected on the Survey parking spaces ("Parking Spaces") located on the Condominium Property, which are identified with arabic numerals. Developer shall assign to each Apartment

the use of one (1) Parking Space in the manner described in Paragraph 7.1.1.1 hereof. Unassigned Parking Spaces shall be used for parking by Owners and their family members, guests, invitees and lessees under such rules and regulations as may be promulgated from time to time by the Board.

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

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

7.1.1.2. Restrictions on Separate Transfer of Parking Spaces. The use of a Parking Space may be transferred by an Owner to another Owner provided that the transferor shall execute a written Assignment which shall describe the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment number, and furnish a true copy of the same to the Association, which shall record such Assignment in the Book, provided, further, that no Parking Space which is encumbered by a mortgage held by a first mortgagee shall be transferred without the written consent and authorization of such first mortgagee.

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

7.1.1.3 Restrictions on Use of Parking Spaces. No trucks, boats, trailers, campers or "jeep"-like vehicles may be parked at any time on the Condominium Property or the Recreation Areas except as provided under the Rules and Regulations of the Association or as the Association may otherwise provide. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the Rules and Regulations of the Association, with costs to be borne by the violator or owner of the towed vehicle.

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

Notwithstanding the fact that the Storage Spaces and Parking Spaces are available for the use of specific Apartments, such Storage Spaces and Parking Spaces shall remain Common Elements and shall be

maintained, repaired and replaced by the Association, and the Owners assessed for such maintenance, repair and replacement in the same manner as the other Common Expenses.

7.2. Impact of Subsequent Phases on Initial Phase

7.2.1. Common Elements of Phase 1. The Common Elements as shown on the Phase 1 Survey and included in Phase 1 will be owned by all Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Declaration or amendments hereto, if any.

7.2.2. Subsequent Phase Not Added. If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

7.2.3. Common Elements of Subsequent Phases. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Owners in all Phases then and thereafter constituting a portion of the Condominium.

7.2.4. Share of Ownership Upon Submission of Only Phase 1. If only Phase 1 is submitted to the Condominium Property pursuant to this Declaration, there will be fifty (50) Apartments in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal one-fiftieth (1/50th) (i.e., two percent [2%] undivided share of ownership in the Common Elements.

7.2.5. Share of Ownership Upon Submission of Subsequent Phase. If any Subsequent Phase, in addition to Phase 1, is submitted to the Condominium Property, then each Apartment in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements based on the total number of Apartments contained in the aggregate of all Phases submitted to condominium ownership as a portion of the Condominium Property. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium Property pursuant to an amendment or amendments to this Declaration, the total number of Apartments shall be five hundred three (503); however, Developer has reserved the right to include a maximum of five hundred fifty-four (554) Apartments to the Condominium Property. The number of Apartments planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Paragraph 6.1.3 hereof.

7.3. Limited Common Elements

There are reflected on the Phase 1 Survey and Subsequent Phase Surveys certain "Patios" which are hereby designated as Limited Common Elements. These Limited Common Elements, if any, are reserved for the exclusive use of the Owners of the Apartments adjacent to such Patios and their guests, lessees and invitees. Only certain Apartments have as an appurtenance the use of a Patio. Notwithstanding the fact that the Patios are for the exclusive use of specific Apartments only, the Patios shall be maintained, repaired and replaced by the Association in the same manner as Common Elements. The Owners shall be assessed for such maintenance, repair and replacement as provided in Articles 15 and 16.5 hereof.

7.4. Withdrawal Notice

Except for Phases 9 and 10, which shall be added to the Condominium Property if Phases 2 through 8 are added to the Condominium Property, Developer, in its absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium Property. Hence, notwithstanding anything contained in this Declaration to

the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phases are added to the Condominium Property by amendment to this Declaration recorded amongst the Public Records of the County. Notwithstanding the fact that the foregoing portion of this Paragraph 7.4 is self-operative, if Developer determines not to add any or all Subsequent Phases the Condominium Property, Developer may, in addition to any action otherwise required by the Act, record amongst the Public Records of the County a notice ("Withdrawal Notice") to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium Property. Further, should Developer record amongst the Public Records of the County a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or all of the Subsequent Phases, which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records amongst the Public Records of the County one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to the ownership of the Subsequent Phases covered by any and all such Withdrawal Notices including, but not limited to, the right to develop such Subsequent Phase and/or Subsequent Phases as one (1) or more separate condominiums. Notwithstanding anything herein to the contrary, however, easements over a portion of the Land described as Subsequent Phases as are necessary to provide the Owners with adequate parking and ingress and egress for access to public rights-of-way shall in any event be established as a portion of the Condominium Property.

8. SHARES IN COMMON ELEMENTS AND OWNERSHIP IN THE ASSOCIATION;
SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

8.1. Appurtenance

8.1.1. Ownership of the Common Elements and Membership in the Association. Each Apartment shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements based on a fractional formula, the numerator of which shall be one (1) and the denominator of which at any time shall be the total number of Apartments contained in the aggregate of all Phases submitted to condominium ownership as a portion of the Condominium Property at such time.

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

8.2. Share Common Expenses and Common Surplus

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

9. VOTING RIGHTS OF OWNERS

9.1. Voting Interest

The Owner or Owners, collectively, of the fee simple title of record for each Apartment shall have the right to one (1) vote per Apartment ("Voting Interest") in the Association, regardless of the number of Phases which have been added to the Condominium Property or the number of condominiums which have been created within Cypress Bend VII, as to the matters on which a vote by the Owners is taken as provided in the Condominium Documents and the Act.

9.2. Voting By Corporation or Multiple Owners

The Voting Interest of the Owners of any Apartment 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 proxy signed by all of the Owners of such Apartment or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Apartment and filed with the Secretary of the Association ("Voting Certificate"). 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 longer than ninety (90) days unless a longer period may be specified by amendment to the Act, in which event such longer period shall apply. If neither a proxy nor a Voting Certificate is on file, the Voting Interest associated with an Apartment where the designation of a Voting Member or execution of a proxy is required shall not be considered in determining the requirement for a quorum or for any other purpose.

9.3. Ownership by Husband and Wife

Notwithstanding the provisions of Paragraph 9.2 above, whenever any Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apartment, 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 Apartment shall not be considered in determining the requirement for a quorum or for any other purpose.

10. ASSOCIATION

10.1. Purpose of Association

The name of the Association is Cypress Bend Condominium VII Association, Inc. The Association, a corporation not for profit organized and existing under the laws of the State of Florida, shall be the condominium association responsible for the operation of all of Cypress Bend VII,

including, but not necessarily limited to, the Condominium and the Condominium Property. A true copy of the Articles of Incorporation of the Association is attached hereto and made a part hereof as Exhibit C. A true copy of the Bylaws of the Association is attached hereto and made a part hereof as Exhibit D.

10.2. Member Approval of Certain Association Actions

Notwithstanding anything contained in this Declaration to the contrary, and to encourage democratic decision-making and the consensus of the Owners on the issue prior to expenditures being incurred, other than as set forth below in this Paragraph 10.2, the Association shall be required to obtain, at a duly called meeting, the approval of the Owners holding three-fourths (3/4) of all Voting Interests prior to the payment of or contracting for legal or other fees or expenses to persons or entities engaged by the Association in contemplation of a lawsuit or for the purpose of suing, or making, preparing or investigating in regard to any lawsuit to be commenced, or commencing any lawsuit. The purposes for which the approval of the Owners owning three-fourths (3/4) of all Apartments as aforesaid shall not be required are as follows:

- (i) the collection of Assessments;
- (ii) the collection of other charges which Owners are obligated to pay pursuant to the Condominium Documents;
- (iii) the enforcement of the use and occupancy restrictions contained in the Condominium Documents;
- (iv) the enforcement of the restrictions on the sale and other transfer of Apartments contained in the Condominium Documents; or
- (v) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Condominium Property or to Owners; but in such event, the aforesaid vote shall be taken with respect to the continuation of the action at the earliest practical date.

10.3. Members of Corporation

The Association shall be an "Association Member" of the Corporation as described in the Articles of Incorporation of the Corporation. The Corporation is not a condominium association but rather has been organized for the purpose of administering the covenants and obligations relating to the "Recreation Land" and "Future Recreation Land" (as those terms are defined in the Covenants Declaration) in Cypress Bend (hereinafter collectively referred to as the "Recreation Land") which are not Condominium Property but are owned or to be owned by the Corporation, the use of which is shared by all dwelling unit owners in Cypress Bend as set forth in the Covenants Declaration. All Owners have use rights of the Recreation Land and the obligation to pay the expenses associated therewith ("Operating Expenses"), all as set forth in the Covenants Declaration.

11. EASEMENTS

11.1. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way in the Condominium as shown on the Survey 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, which easement is hereby created in favor of:

- (i) Developer, the Corporation and the Association, their agents and

employees; and (ii) all the Owners and owners of any Other Units for their use and for the use of their family members, guests, invitees and lessees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

11.2. 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 Developer and the Association, their agents and employees and all the Owners, owners of Other Units, if any, Sharing Owners, if any, and their family members, guests, invitees and lessees, and, subject to the provisions of the Covenants Declaration, such appropriate utility and other service companies or the providers of the services hereinafter set forth as may from time to time be designated by Developer and/or the Association to and from all portions of the Condominium Property, including the driveways, roadways, walks and other rights-of-way comprising a portion of the Common Elements within the Condominium for ingress, egress and pedestrian and vehicular traffic to and from all Phases of the Condominium including Phase 9 and Phase 10 and to and from public ways and dedicated streets; and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, regular and cable television transmission, water, gas, drainage, irrigation, lighting, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and the Association, the right to impose upon the Common Elements of the Condominium henceforth and from time to time such additional 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, Other Units and the balance of Cypress Bend. The Association is duly authorized to execute such instruments as may be required to effectuate or further establish the easements described in this Article 11.

11.3. Phase 9 Land and Phase 10 Land

Developer reserves the right for itself to grant such easements over, under, in and upon the Phase 9 Land and the Phase 10 Land in favor of itself, the Association, its designees, and Other Unit Owners and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities, cable television facilities, telecommunications, security service and facilities in connection therewith, and access to publicly dedicated streets, and the like and for use of the recreational facilities within. Prior to the Transfer Date, Developer (and, at Developer's request, the Association) shall execute, deliver and impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by Developer. After the Transfer Date, such easements and cross-easements for any of the foregoing purposes as Developer desires to grant shall be at such location as shall be agreed upon by Developer and the Association, and the Association shall join in the execution of any such grants of easements.

11.4. Easement for Encroachments

11.4.1. Settlement or Movement of Improvements. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

11.4.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments in favor of each Apartment and the Owners thereof, their family members, guests, invitees and lessees for air space for any balcony, terrace or porch of any Apartment, 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 the Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Apartment in whose favor such easements exist.

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

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

12.1. 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 Apartment and its appurtenant percentage interest in Common Elements, as now provided by law (herein called the "New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual budget ("Budget") of the Association or shall be separately levied and collected as a "Special Assessment" (as hereinafter defined) by the Association against all of the Owners of all Apartments. Each Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the Assessment by the Association shall separately specify and identify the portion of such Assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant 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 Apartment and its appurtenant percentage interest in Common Elements.

12.2. Personal Property Taxes

All personal property taxes levied or assessed against personal property constituting a portion of the Condominium Property 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.

13. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

13.1. Subdivision

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Apartments 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 Apartment shall be deemed to describe the entire Apartment owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

13.2. Incorporation of Section 718.107

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

14. ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

14.1. 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 Owners, their

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family members, guests, invitees 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 Apartments and the Owners thereof the affirmative covenant and obligation to pay the Assessments including, but not limited to, the Annual Assessment. Each Owner, by acceptance of a deed or other instrument of conveyance for an Apartment, whether or not it shall be so expressed in any 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 Apartment therein.

14.2. Lien

The Annual Assessment and Special Assessments, as determined in accordance with Article 15 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 Apartment and shall be a continuing lien upon the Apartment against which each such Assessment is made. Each Assessment against an Apartment 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 Apartment 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 setting forth the amount due to the Association as of the date the statement is signed. 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.

14.2.1. Personal Obligation. Each Assessment against an Apartment 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 Apartment so assessed.

14.2.2. Institutional Mortgagees. An Institutional Mortgagee acquiring title to an Apartment or other purchaser by a purchase at the public sale resulting from a foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or deed in lieu of foreclosure, shall not be liable for Assessments chargeable to the former Owner which became due prior to such acquisition of title unless such accrued Assessments are secured by a claim of lien that is recorded prior to the recording of the mortgage held by such Institutional Mortgagee or other purchaser being foreclosed or for which a deed is given in lieu of foreclosure. Assessments which are not secured by a claim of lien recorded prior to the recording of the institutional mortgage being foreclosed or for which a deed is given in lieu of foreclosure shall be cancelled as to such Apartment effective with passage of title to such Institutional Mortgagee.

14.3. Enforcement

In the event that any Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessments, or installment thereof, charged to his Apartment 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 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 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 (ii) such advance by the Association shall not waive the default of the Owner in failing to make its payments;

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(ii) 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; or

(iii) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

15. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS

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

15.1. Determining Annual Assessment

15.1.1. Common Expenses. The total anticipated Common Expenses for each calendar year shall be set forth in a schedule to the budget of the Association ("Budget") 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 Apartments based upon each Apartment's share of the Common Expenses, which allocated sum shall be assessed as the Annual Assessment. The Annual Assessment may be adjusted quarterly 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 quarters may be increased accordingly in calculating the Annual Assessment.

15.1.2. Assessment Payment. Each Owner's share of Common Expenses as determined in accordance with the Condominium Documents shall be assessed as the Annual Assessment. The Annual Assessment shall be payable quarterly in advance on the first days of January, April, July and October 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 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-half (1/2) of the then current Annual Assessment for the Apartment.

15.2. Special Assessments

Owners shall be obligated to pay in addition to the Annual Assessment such Special Assessments as shall be levied by the Board in accordance with the Bylaws against their Apartment or Apartments either as a result of: (i) extraordinary items of expense; (ii) the failure or refusal of other 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.

16. COMMON EXPENSES

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

16.1. 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 to be placed thereon, including any Interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Common Expenses.

16.2. Utility Charges

All charges levied for utilities providing services for the Common Elements, whether they are 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 incurred in connection with the Common Elements. If required by the City of Pompano Beach, title to the water and sewer lines will be conveyed to the Association on the Transfer Date and the Association will be responsible for the maintenance thereof. The cost of such maintenance shall be a Common Expense.

16.3. 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.

16.4. Destruction of Buildings or Improvements

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building or 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 who 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 15.2 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.

16.5. 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 upon the Common Elements, including landscaping, lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Covenants Declaration and with all orders, ordinances, rulings and regulations of any and all federal, state and local 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 with utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 15.2 of this Declaration.

The Limited Common Elements shall be maintained, repaired and/or replaced by the Association in the same manner as Common Elements. However, in the event an Owner causes damage to the Limited Common Elements due to his negligence, the expense of repairing same shall be reimbursed to the

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Association by the Owner who has the exclusive right to use such Limited Common Element as a special charge ("Special Charge") against such Owner and the Apartment owned by such Owner shall be subject to a continuing lien for the payment thereof as set forth in Article 14 of this Declaration.

16.6. Indemnification

The Association covenants and agrees that it will indemnify and save harmless Developer and the 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 Developer 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.

16.7. 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 obligations of the Association hereunder. The fees or costs of this or any other management company or contractors 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 from time to time.

16.8. 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.

16.9. Failure or Refusal of Owners to Pay Annual Assessments

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

16.10. 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.

16.11. 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 or the Covenants Declaration must also be approved by a majority vote of the Owners at any meeting of members of the Association 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.

16.12. 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 Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

16.13. 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.

17. 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:

17.1. Single-Family Use

The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No Apartment may be rented for a term of less than three (3) months and no Apartments may be rented more than two (2) times in any twelve (12)-month period. An Apartment 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 their families, 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.

17.2. Nuisance

An Owner shall not permit or suffer anything to be done or kept in his Apartment which will: (i) increase the insurance rates on any portion of Cypress Bend VII, the Recreation Areas or Cypress Bend; (ii) obstruct or interfere with the rights of other Owners or the Association or the Corporation; (iii) annoy other Owners by unreasonable noises or otherwise; or (iv) interfere with the rights, comfort or convenience of other Owners or the Association. An Owner shall not commit or permit any nuisance, immoral or illegal act in his Apartment or any portion of Cypress Bend VII or Cypress Bend.

17.3. Window Decor

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

17.4. 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 without prior written consent of the Board.

17.5. Antenna and Aerial

No antennae or aerials shall be placed upon any portion of an Apartment, the Condominium Property, Cypress Bend VII or Cypress Bend, except as may be required in connection with the provision of a cable television or master antennae system servicing Cypress Bend or to comply with the terms of the Covenants Declaration.

17.6. Litter

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property except in proper sized, closed plastic bags for curbside pick up as required or in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters and other garbage collection facilities shall be screened from view and kept in a clean condition with no noxious or offensive odors emanating therefrom.

17.7. 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.

17.8. Signs

An Owner (with the exception of Developer, for so long as Developer is an Owner) shall show no sign, advertisement or notice of any type on any portion of the Condominium Property, 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 within Cypress Bend as well as any signs in connection with its sales or leasing activities.

17.9. Animals

An Owner may be permitted to keep a domestic pet in his Apartment with the prior written permission of the Board. The Association will promulgate rules and regulations from time to time designating specific areas for the walking and exercising of such pets and such other rules as it deems necessary to regulate such pets. Except as provided under the rules and regulations promulgated by the Association from time to time, an Owner shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property. Each Owner who keeps, brings, or causes to be brought a pet upon the Condominium Property hereby agrees to indemnify the Association and Developer and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of the presence of the animal on the Condominium Property.

17.10. Clotheslines

No clothesline or other similar device shall be allowed on any portion of the Common Elements unless concealed from view from all other portions of the Condominium Property, Cypress Bend VII, the Recreation Areas and Cypress Bend.

17.11. Vehicles

The Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property and the Recreation Areas.

17.12. Projectiles

No Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association.

17.13. Condition of Apartments

Each Owner shall keep his Apartment 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.

17.14. Hurricane Season

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

17.15. Structural Modifications

An Owner may not make or cause to be made any structural modifications to his Apartment without the Association's prior written consent, which consent may be unreasonably withheld.

17.16. Board's Rule-Making Power

The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use and enjoyment of the Condominium Property and of the Recreation Areas. The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium and the use and enjoyment of the Recreation Areas as it determines to be in the best interests of the Condominium and the Owners including, but not limited to, rules and regulations restricting children from using the Recreation Areas unless accompanied by an adult provided same are consistent with the use covenants set forth in the Condominium Documents. The Board may modify, alter, amend or rescind such rules and regulations provided such modifications, alterations, amendments or regulations: (i) are not in conflict with the provisions hereof; (ii) are not in conflict with the Covenants Declaration and any rules and regulations duly and validly adopted by the Corporation; (iii) apply equally to all lawful residents of the Condominium without discriminating on the basis of whether an Apartment is occupied by an Owner or his lessee; and (iv) for so long as Developer holds any Apartments for sale in the ordinary course of its business, have the prior written approval of Developer. Developer shall approve any such rule and regulation which does not adversely affect sales of Apartments. The determination of whether a rule and regulation is detrimental to sales shall be within Developer's sole discretion.

17.17. Limitations

Notwithstanding anything contained in this Article 17 to the contrary, in the event any term or provision of this Article 17 is in conflict with any term or provision of the Covenants Declaration or any rule and regulation duly and validly adopted by the Corporation, then such term or provision of the Covenants Declaration or such rule and regulation adopted by the Corporation shall control for so long as same is in effect.

18. MAINTENANCE AND REPAIR PROVISIONS

18.1. By Owners

18.1.1. Maintenance and Repair. Each Owner shall have the responsibility to maintain in good condition and to repair and replace at his expense all portions of his Apartment, including all window panes, all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceilings and floors) and all plumbing and electrical wiring within his Apartment or which are not accessible from outside the building; to maintain and to repair the fixtures therein, including the air conditioning equipment serving only his Apartment whether or not located within the Apartment; and to pay for any utilities which are separately metered to his Apartment. Every Owner must promptly perform all maintenance and repair work within his Apartment, as aforesaid, which if not performed would affect any of the Condominium Property including, but not limited to, an Apartment belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Apartment 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.

18.1.2. Alterations. Each Owner shall have the responsibility not to: (i) make any alterations in any building or landscaping on the Common Elements; (ii) remove any portion thereof or make any additions thereto; or (iii) do anything which would or might jeopardize or impair the safety or soundness of the Common Elements, or which, in the sole opinion of the Board, would detrimentally affect the architectural design of a building without first obtaining the written consent of the Board.

18.1.3. Painting. Each Owner shall have the responsibility not to paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of any building maintained by the Association, including any terraces, balconies, porches, doors or window frames (except for replacing window panes or screening), etc. Each Owner shall have the responsibility not to have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the 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 or violate the terms and provisions of the Covenants Declaration.

18.1.4. Duty to Report. Each Owner shall have the responsibility to promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which lies with the Association.

18.1.5. Use of Licensed Plumbers and Electricians. Each Owner shall have the responsibility not to make repairs to any plumbing or electrical wiring within an Apartment 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 an Institutional Mortgagee or to Developer. Plumbing and electrical repairs within an Apartment shall be paid for by and shall be the financial obligation of the Owner.

18.1.6. Access by Board. Each Owner shall have the responsibility to permit any officer of the Association or any agent of the Board to have access to each Apartment, from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment or Apartments, which shall be their irrevocable right.

18.1.7. Liability for Actions. An Owner shall be liable personally for the expense of any maintenance, repair or replacement of any

real or personal property rendered necessary by his act, neglect or carelessness, or by that of his lessee or any of their family members, 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. An Owner's liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an Apartment or the Common Elements or any portion of Cypress Bend VII or Cypress Bend and shall also include, but not be limited to, the cost of repairing broken windows. An Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or any of their family members, 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 Limited Common Elements and Common Elements, including exterior surfaces of the Buildings, and shall maintain and repair all landscaping upon the Condominium Property.

18.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the surface 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 an Apartment.

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.

18.3. 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 Owner or any Listed Mortgagee. In the event such changes or improvements prejudice the rights of an Owner or Listed Mortgagee, the consent of such Owner or Listed Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. Approval of the Board shall be submitted for ratification by the affirmative vote of the Owners of two-thirds (2/3) of the Apartments which are then part of the Condominium Property if the cost of the same shall be a Common Expense which shall exceed Eighteen Thousand Dollars (\$18,000). The cost of such alterations and improvements shall be assessed among the Owners in proportion to their share of Common Expenses.

18.4 Conformity with Covenants Declaration

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 Covenants Declaration and all other valid terms and provisions thereof.

19. INSURANCE PROVISIONS

19.1. Liability Insurance

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant policies 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 Cypress Bend VII excluding the Apartments, but including the Common Elements; 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 for property damage arising out of a single occurrence and, if determined necessary by the Board, Director and Officer Liability insurance. The Board shall collect and enforce the payment of a share of the premium for such insurance from each 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 Cypress Bend VII, 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 Cypress Bend VII in construction, location and use. All such policies shall name Developer, so long as Developer owns any portion of Cypress Bend VII and the Association 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 an Owner because of the negligent acts of either the Association, Developer or any other Owners or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of an Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group to an Owner. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Apartment and, if the Owner so determines, for supplementing any insurance purchased by the Association. 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.

19.2. Fidelity Coverage

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 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 for by the Association; (ii) such bonds shall be written in an amount equal to at least three (3) months aggregate assessments for all Apartments plus reserve funds, but in no event, less than Ten Thousand Dollars (\$10,000) 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.

19.3. Casualty Insurance

19.3.1. Hazard Insurance. 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 in compliance with the Act for all insurable property and improvements within the Condominium Property including personal property owned by the Association, in and for the interest of the Association, all Owners, their Institutional Mortgagees, and, for as long as Developer has any interest therein, Developer, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building now located or which may hereafter be located, built or placed within Cypress Bend VII in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. 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 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 "contingent liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent.

The casualty insurance shall insure the Buildings 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 Buildings in construction location and use.

19.3.2. Flood Insurance. If determined appropriate by the Board or if required by an Institutional Mortgagee, the Association shall obtain, if available, a master or blanket policy of flood insurance covering all property and improvements in the Condominium under the National Flood Insurance Program or an alternative flood insurance provider acceptable to FNMA, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, 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.

19.3.3. 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 Cypress Bend VII. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed, to the extent applicable to the condominium property of each condominium within Cypress Bend VII, as a Common Expense of such condominium. 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"). 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 shall be acceptable to the Board. Notwithstanding anything in this Declaration to the contrary, the appointment of an Insurance Trustee shall be at the sole discretion of the Board; provided, however, for so long as Developer owns any Apartment(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. If no Insurance Trustee is appointed, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

19.4. Required Policy Provisions

All such aforesaid policies shall provide that they may not be cancelled 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 Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds.

19.5. 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 Owners and/or their respective Institutional Mortgagees.

19.6. 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, Owners and Institutional Mortgagees under the following terms:

19.6.1. Loss to Apartments Alone. In the event a loss, insured under the policies held by the Association, occurs to any improvements within any of the Apartments alone, without any loss to any other improvements within the Condominium, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Apartments damaged and their Institutional Mortgagees, if any, as their interests may appear, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Apartments. 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 Apartments alone or the Common Elements or any combination thereof.

19.6.2. Loss of Ten Thousand Dollars (\$10,000) or Less to Apartments and Common Elements. In the event that a loss of Ten Thousand Dollars (\$10,000) or less occurs to improvements within one (1) or more Apartments and to improvements within Common Elements contiguous thereto, 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 Apartments. 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 Apartments, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Apartments, which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained to improvements within said Apartments as estimated by the insurance company whose policy covers such damage. Any deficiency between the balance apportioned to a damaged Apartment and the cost of repair shall be paid by the Owner of such damaged Apartment. Notwithstanding anything in this Article 19 to the contrary, funds from proceeds of an insurance policy insuring the Condominium Property shall be used only for replacement or repair of the Common Elements first and then the Apartments.

19.6.3. Loss in Excess of Ten Thousand Dollars (\$10,000) to Apartments and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Ten Thousand Dollars (\$10,000) as a result of damages to the improvements within the Common Elements and Apartments, 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:

19.6.3.1. 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.

19.6.3.2. 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 Paragraph 19.6.3.3 hereof, 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 and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which 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.

19.6.3.3. In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the 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 respective Apartments setting forth the date or dates of payment of the same, and any and all funds received from the Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in Paragraph 19.6.3.2 immediately preceding. Any Special Assessments levied in connection with damages which affect only one (1) Condominium within Cypress Bend VII shall be assessed only against such affected condominium.

19.6.4. 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 Institutional Mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan.

19.6.5. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with (i) the architectural plans and specifications for the Condominium Property, as originally constructed or reconstructed; or (ii) new plans and specifications approved by the Board.

19.7. Insurance Amounts

Notwithstanding anything in this Article 19 to the contrary, the amounts set forth for the purchase of insurance in this Article 19 are the minimum amounts to be purchased. Therefore, 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.

19.8. Miscellaneous Policy Requirements

Policies insuring the Condominium Property purchased pursuant to the requirements of this Article 19 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Association; and the policy will be primary, even if an Owner has other insurance that covers the same loss.

19.9. Master Form of Insurance

Nothing herein contained shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 19, provided that the coverages required hereunder are fulfilled.

20. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

20.1. Proceedings

The Association shall represent the Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning

authority for acquisition of the Condominium Property or any parts thereof by the condemning authority.

20.2. Deposit of Awards

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 resulting from the casualty and shall be deposited with the Insurance Trustee, if one exists, or with the Board if no Insurance Trustee exists. Although the awards may be payable to Owners, the Owners shall deposit the awards with the Insurance Trustee or Board, as the case may be; and in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting 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 Owner.

20.3. Disbursement of Funds

If the Condominium is terminated after condemnation in accordance with the provisions of this Declaration, the proceeds of the awards and Special Assessments, if any, levied pursuant to this Article 20 shall be deemed to be Condominium Property and shall be divided into the shares described in this Declaration and distributed to the 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 Apartments will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

20.4. Apartment Reduced But Tenatable

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

20.4.1. Affected Apartment Made Tenatable. The Affected Apartment shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner thereof.

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

20.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Apartment 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 Apartment shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Apartment is reduced by the taking, and then the shares of all Apartments in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Apartments in proportion to their share of ownership in the Common Elements.

20.5. Affected Apartment Made Untenatable

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

20.5.1. Payment to Owner and Institutional Mortgagee. The market value of the Affected Apartment immediately prior to the taking shall

be paid to the Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

20.5.2. Remaining Portion of Affected Apartment. The remaining portion of the Affected Apartment, if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Board; 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 20.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

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

20.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Apartment to the Owner and to condition the remaining portion of the Affected Apartment 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 Owners who will continue as Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

20.5.5. Determination of Market Value of Affected Apartment. If the market value of an Affected Apartment prior to the taking cannot be determined by agreement between the Owner, the Institutional Mortgagees of the Affected Apartment 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 Apartment; 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 Apartments in proportion to the shares of the Apartments in the Common Elements as they exist prior to the changes effected by the taking.

20.6. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable 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 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.

20.7. Amendment of Declaration

The changes in Apartments, in the Common Elements and in the ownership of the Common Elements that are effected by the condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Board. 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 certified mail or registered mail by the Association to Developer, all Owners and Listed Mortgagees (collectively, "Interested Parties"). The amendment shall become effective upon the recordation 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.

21. SALES AND CONVEYANCES

In order to assure a community of congenial and responsible Condominium residents and thus protect the value of the Apartments, the sale of Apartments 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 of the Declaration is amended in the manner herein provided:

21.1. Sale

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

21.1.1. Notice to Association. Each and every time an Owner ("Transferor") intends to make a sale or transfer of his Apartment 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 ("Transfer Notice") of such intention, together with the name and address of the intended purchaser or transferee, the terms of such purchase or transfer and such other information as the Association may reasonably require on forms that are supplied by the Association. The giving of such Transfer Notice shall constitute a warranty and representation by the Transferor to the Association and any purchaser or transferee produced by the Association, as hereinafter provided, that the Transferor believes the proposal to be bona fide in all respects. The Transfer Notice shall be sent by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

21.1.2. 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 purchaser or transferee approved by the Association and give notice thereof to Transferor who will accept the sale to the substitute purchaser or transferee furnished by the Association upon terms as favorable to Transferor as the terms stated in the Transfer Notice; except that the purchaser or 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 Transferor's Apartment. Transferor shall be bound to consummate the transaction with such purchaser or 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 purchaser or transferee of the Transferor. Notwithstanding anything contained herein to the contrary, in the event the Transferor does not wish to consummate the proposed Offering with any purchaser or transferee other than the purchaser or transferee named in the Transfer Notice, then the Transferor shall state such 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 Transferor, of the purchaser or transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the purchaser or transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Transferor submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed purchaser or transferee is approved by the Association or, if not restricted by the Transferor in such Transfer Notice, the Association furnishes a substitute purchaser or 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 purchaser or transferee; or, in the case of a Restricted Transfer Notice, to deny Approval within thirty (30) days after the Transfer Notice or the Restricted Transfer Notice, as the case may be, is received shall constitute

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Approval, and the Association shall be required to prepare and deliver to the purchaser or 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.

21.2. Acquisition by Gift, Devise or Inheritance

21.2.1. Notification of Acquisition. Any person(s) (except the spouse, children or parents of an Owner) who has obtained an Apartment 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 Apartment, together with: (i) such information concerning the person(s) obtaining the Apartment as may be reasonably required by the Association; and (ii) a certified copy of the instrument by which the Apartment was obtained. 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.

21.2.2. 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 the said Apartment 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 Apartment in accordance with the terms of this Declaration.

21.2.3. 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.

21.3. Rights of Institutional Mortgagee in Event of Foreclosure

Upon becoming the owner of an Apartment through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to an Apartment 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 Apartment and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Apartment, including the fee ownership thereof, without prior offer to or approval by the Association, and the provisions of Paragraphs 21.1 and 21.2 of this Article 21 shall not apply to such persons. It is the intent hereof to provide that an

Institutional Mortgagee, upon becoming the owner of an Apartment under the conditions set forth in the preceding sentence, is not required to have its ownership in an Apartment approved by the Association and that it is also free from the other restrictions of Paragraphs 21.1 and 21.2 of this Article 21.

22. RIGHTS OF DEVELOPER TO SELL APARTMENTS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE 21 AND TO TRANSACT BUSINESS

22.1. Developer's Right to Convey

The provisions, restrictions, terms and conditions of Article 21 hereof shall not apply to Developer as an Owner, and in the event and so long as Developer shall own any Apartment, whether by reacquisition or otherwise, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Apartments upon any terms and conditions as it shall deem to be in its own best interests including, without limitation, the right to lease Apartments for such term as Developer, in its sole discretion, may determine.

22.2. Developer's Right to Transact Business

Developer reserves and shall have the right to enter into and transact within and on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Apartments being developed and sold by Developer (and dwelling units offered for sale or lease by Developer or an affiliate of Developer in another project or development including, but not limited to Other Units, including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel and show the Condominium Property (including Apartments) and including the right to carry on construction activities of all types necessary to construct all buildings in the Condominium pursuant to this Declaration. 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 Condominium and shall remain the property of Developer.

22.3. Assignment

This Article 22 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. This right of use and transaction of business as set forth herein and the provisions of Paragraph 22.1 may be assigned in writing by Developer in whole or in part.

23. GENERAL PROVISIONS

23.1. Withdrawal Notice and Other Units

23.1.1. Rights of Developer. Nothing contained in this Declaration shall be deemed to prohibit Developer from developing condominium units other than Apartments within this Condominium ("Other Units") upon any portion of any Subsequent Phase with respect to which Developer has recorded amongst the Public Records of the County a Withdrawal Notice.

23.1.2. Rights of Owners of Other Units to Use Phase 9 and Phase 10 and Easements Created for Access. In the event that Developer constructs Other Units, the owners of such Other Units ("Other Unit Owners") and their family members, guests, invitees and lessees may have as an appurtenance to and a covenant running with such Other Units: (i) the right to use and enjoy any grassed areas, walks, drives, parking areas, other facilities and improvements, including, but not limited to, the real property and all improvements and recreational facilities which comprise Phase 9 and Phase 10 (whether or not added to the Condominium Property), in the same manner and with the same privileges as Owners have or may have from time to time; and (ii) a perpetual nonexclusive easement over, across and through Phase 9 and Phase 10 for the use and enjoyment thereof and from and to public ways, including dedicated streets. Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered

by a Withdrawal Notice from and to public ways, including dedicated streets, and Phase 9 and Phase 10, subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of Phase 9 and Phase 10 or the easements created by this Paragraph 23.1.2 which do not apply uniformly to the Owners, Other Unit Owners and their respective family members, guests, invitees and lessees.

23.1.3. Obligations of Other Units. In the event that Developer develops Other Units, the Association shall itemize separately in the annual budgets of the Association, and all adjustments and revisions thereto, the expenses anticipated to be incurred by the Association to administer, operate, maintain, repair, and improve Phase 9 and Phase 10 including, but not limited to, the cost and expense of any taxes and insurance which can be determined as applicable solely to such Phases ("Other Unit Expenses"). The Other Unit Expenses shall be assessed equally among all existing Apartments and the "Other Units Subject to Assessment" (as hereinafter defined). Each Apartment's share of the Other Unit Expenses shall be the product of the multiplication of the Other Unit Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the "Total Units" (as hereinafter defined). Each Other Unit Subject to Assessment shall also be responsible for its proportionate share of any expense with respect solely to Phase 9 and Phase 10 which would be subject to a Special Assessment against Apartments. "Other Units Subject to Assessment" shall mean the total number of Other Units developed from time to time on any portion of the Land originally intended to be a Subsequent Phase with respect to which Developer has recorded amongst the Public Records of the County a Withdrawal Notice and to which Developer has granted the right to use the improvements located upon Phase 9 and Phase 10 which shall become subject to assessment as provided in this Paragraph 23.1 upon the recording amongst the Public Records of the County of a declaration of condominium submitting such Other Units to the condominium form of ownership. "Total Units" as used herein shall mean the sum of the number of Apartments within the Condominium and the number of Other Units Subject to Assessment as determined from time to time. In the event of condemnation of any Other Units Subject to Assessment, assessments against such Other Units Subject to Assessment shall be reduced or eliminated on the same basis as Assessments shall be reduced or eliminated with respect to Apartments.

23.1.4. Liens upon Other Units Subject to Assessment. There shall be a charge on and continuing lien upon all Other Units Subject to Assessment against which assessment is made as provided in this Paragraph 23.1 which shall be subject to all provisions herein to which Apartments are subject, including, but not limited to, the rights of foreclosure of Other Units Subject to Assessment and such right shall be set forth in the documents establishing the Other Units.

23.1.5. Conflict with Other Provisions. The matters set forth in Paragraph 23.1.2, 23.1.3 and 23.1.4 shall only become applicable if, as and when Developer develops Other Units, and, in such event, shall control in the event of any conflict between the terms and provisions of such Paragraph 23.1.2, 23.1.3 and 23.1.4 and the terms and provisions of any other Paragraphs in this Declaration. Amendment of this Article 23 shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer for so long as Developer owns any Apartments or Other Units and by a majority of the Other Unit Owners, if any.

23.2. 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 provision which shall remain in full force and effect.

23.3. Rights of Mortgagees

23.3.1. 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

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statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering Apartments. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering an Apartment upon written request to the Association.

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

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

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

23.3.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering an Apartment; and

23.3.2.4. Any failure by an Owner owning an Apartment 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 Owner where such failure or delinquency has continued for a period of sixty (60) days.

23.3.3. 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.

23.3.4. Right to Cover Cost

Developer (until the "Majority Election Meeting" [as defined in the Articles]) and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the assessments which are in default and which may or have become a charge against any Apartment. Further, Developer (until the Majority Election Meeting) and any Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their 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. Developer and 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.

23.4. Developer Approval of Association Actions

Notwithstanding anything in this Declaration to the contrary, while Developer holds Apartments 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 an Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sale or leasing of Apartments by Developer.

The determination as to what actions would be detrimental to sales 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 Apartments.

23.5. 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 Owner, at the address of the person whose name appears as the 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 Apartments owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 1151 NW 24th Street, Pompano Beach, Florida 33064, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 1151 NW 24th Street, Pompano Beach, Florida 33064, 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 Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

23.6. No Time-Share Estates

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

23.7. Enforcement

The covenants and restrictions herein contained may be enforced by Developer, the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees. The failure of the Board to object to 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.

23.8. 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.

24. PROVISIONS RELATING TO INTERPRETATION

24.1. Titles

Article and Paragraph 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, corporate or otherwise, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

25. PROVISIONS FOR ALTERATIONS OF APARTMENTS BY DEVELOPER

25.1. Developer's Reserved Right

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

25.2. Alterations Amendment

No Alterations shall increase the number of existing Apartments nor alter the boundaries of the Common Elements other than those within or between Developer's Apartments subject to the Alterations without amendment of this Declaration. If more than one (1) Apartment is involved, Developer shall apportion between the Apartments the shares of the Common Elements which are appurtenant to the Apartments concerned. The amendment of this Declaration reflecting such Alterations by Developer need be signed and acknowledged only by Developer and need not be approved by the Association, the Owners or lienors or mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration.

In the event the Alterations do not require an amendment in accordance with the above provisions, then an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Paragraph. Such Developer's Amendment need be signed and acknowledged only by Developer and shall not require approval of the Association, other Owners or lienors or mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration. Developer's Amendment shall, if necessary, adjust the share of the Common Elements, Common Expenses and Common Surplus and the voting rights attributable to the Apartment or Apartments being affected by the Alterations.

26. PROVISIONS FOR AMENDMENTS TO CONDOMINIUM DECLARATION

26.1. General Procedure

Except as provided elsewhere in this Declaration and except for the matters described in Paragraphs 25.2, 26.3, 26.4, 26.5, 26.6 and 26.7 of this Article 26, this Declaration may be amended at any regular or special meeting of the Owners called and held in accordance with the Bylaws, by the affirmative vote of the Owners of not less than two-thirds (2/3) of the Apartments; provided that any amendment shall be approved or ratified by a majority of the Board as a whole. An amendment to this 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 mail by the Association to Developer and to all Listed Mortgagees ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of the County, 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 Listed Mortgagees.

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26.2. Material Alteration

No amendment of this Declaration, except as otherwise provided in this Declaration, shall change the configuration or size of any Apartments in any material fashion, materially alter or modify the appurtenances to such Apartments, change the proportion or percentage by which the Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Apartment's voting rights in the Association, unless: (i) all record owners of liens on the Apartments, including, but not limited to, all Institutional Mortgagees, join in the execution of the amendment; and (ii) all the record owners of all other Apartments approve the amendment. Any such amendments shall be evidenced by a certificate joined in and executed by all the Owners and all Listed Mortgagees holding mortgages thereon and shall be recorded in the same manner as provided in Paragraph 26.1; 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 Apartments encumbered by mortgages held by Institutional Mortgagees.

26.3. Defect, Error, or Omission

Whenever it shall appear to the Board that there is a defect, error or omission in this 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 Owners to consider amending this Declaration, or other documents. Upon the affirmative vote of Owners owning one-third (1/3) of the Apartments, with there being more positive votes than negative votes, the Association shall amend the appropriate documents; provided, however, that no amendment shall be passed in this manner if such amendment would materially or adversely affect property rights of Owners, unless the affected Owners consent thereto in writing. A true copy of such amendment shall be sent pursuant to the Mailing. The amendment shall become effective upon the recordation of the certificate amongst the Public Records of the County, 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 Listed Mortgagees.

26.4. Rights of Developer and Listed Mortgagees

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association or any Listed Mortgagee under this Declaration and/or the other Condominium Documents without the specific written approval of Developer, the Association or any Listed Mortgagees affected thereby. In addition, for so long as Developer owns any Apartments, no amendment shall be passed which shall grant the Association the right to approve or in any manner screen tenants of any Owner without the specific written approval of Developer.

26.5. Scrivener's Error

26.5.1. Prior to Majority Election Meeting. Prior to the Majority Election Meeting, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board provided that such amendment does not materially and adversely affect the rights of Owners, lienors or mortgagees. This amendment shall be signed by Developer alone and need not be approved by the Association, Owners, lienors and mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Owner, the Association and all Listed Mortgagees as soon after recordation thereof amongst the Public Records of the County as is practicable.

26.5.2. After Majority Election Meeting. After the Majority Election Meeting, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board and without the consent of the Owners or their mortgagees or lienors.

26.6. Articles and Bylaws

The Articles and Bylaws shall be amended as provided in such documents.

26.7. Form of Amendment

No provision of this Declaration shall be revised or amended by reference to its title or number only. 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. If, however, 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 provisions of this Paragraph 26.8 shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

27. PROVISIONS RELATING TO TERMINATION

27.1. Survival of Certain Obligations and Restrictions

In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, Developer declares, and all Owners by taking title to an Apartment covenant and agree, that the documents providing for such termination shall require: (i) that any improvements upon what now comprises or hereafter shall comprise the Condominium Property shall be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Apartments now or hereafter in the Condominium; and (ii) the Owners of the Condominium (as tenants in common of the Condominium Property as set forth in Paragraph 27.3 below) shall remain obligated to pay their share of the Common Expenses which will continue to be allocated to the Condominium Property in the manner provided in the Condominium Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Declaration, including a lien on the Condominium Property, including the portion now designated as Apartments.

27.2. Manner of Termination

This Declaration may be terminated by the affirmative written consent of Owners owning eighty percent (80%) of the Apartments then part of the Condominium and the written consent of all Listed Mortgagees then holding mortgages encumbering Apartments in the Condominium; provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose shall also be required.

27.3. Ownership of Common Elements

In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Owners, pro rata, in accordance with the percentage each Owner shares in the Common Elements, as provided in this Declaration; provided, however, each Owner shall continue to be responsible and liable for his share of Common Expenses and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective percentage shares of the Owners thereof as tenants in common.

27.4. Cypress Bend VI Recreation Area

Pursuant to Paragraph 6.5.3, Paragraph 4 of the Declaration of Condominium of Cypress Bend Condominium VI ("Cypress Bend VI Declaration"), Developer hereby exercises its reserved right to declare that Cypress Bend VII is a "Sharing Section" as to Cypress Bend VI and Developer does hereby declare that the first two hundred (200) Owners other than Developer are "Sharing Owners" (as defined in the Cypress Bend VI Declaration) and that they shall have the right to use the "Cypress Bend VI Recreation Area" (as defined in the Cypress Bend VI Declaration) on a non-exclusive basis with the "Owners" (as defined in the Cypress Bend VI Declaration). In consideration for this non-exclusive right to share the Cypress Bend VI Recreation Area, the Sharing Owners shall pay their pro rata share of the "Recreation Area Expenses" as set forth in the Cypress Bend VI Declaration. This right of use shall terminate upon the construction of the recreational facilities to be located in one of the Recreation Areas and their addition to the Condominium Property or their availability in any other manner to the Owners.

IN WITNESS WHEREOF, Developer has caused these presents to be signed and sealed this 7th day of June, 1989.

WITNESSES:

Charles W. Klein
Lorenia A. Boham

ORIOLE HOMES CORP.

By: Mark A. Levy as Pres.
Mark A. Levy, President
Attest: Sharon L. Young
Sharon L. Young, Ass't Secretary
(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Mark A. Levy, President, and Sharon L. Young, Ass't Secretary, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of June, 1989.

Charles W. Klein (SEAL)
Notary Public

My Commission Expires: 11-3-90

BK 6507PG0750

EXHIBIT A

CYPRESS BEND CONDOMINIUM VII

LEGAL DESCRIPTION: TOTAL PROPERTY

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT, THENCE SOUTH $85^{\circ}49'08''$ EAST ALONG THE NORTH LINE OF SAID PLAT FOR 955.95 FEET; THENCE SOUTH $04^{\circ}10'52''$ WEST FOR 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $85^{\circ}49'08''$ EAST FOR 737.72 FEET TO THE WESTERLY LINE OF CYPRESS BEND CONDOMINIUM V AS RECORDED IN OFFICIAL RECORD BOOK 13380 ON PAGE 449, BROWARD COUNTY RECORDS; THENCE SOUTH $03^{\circ}23'11''$ EAST FOR 132.17 FEET, SAID POINT BEARS NORTH $29^{\circ}13'59''$ EAST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 8.64 FEET, A CENTRAL ANGLE OF $131^{\circ}02'07''$ FOR AN ARC DISTANCE OF 19.76 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 53.52 FEET, A CENTRAL ANGLE OF $51^{\circ}28'13''$ FOR AN ARC DISTANCE OF 48.08 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 171.92 FEET, A CENTRAL ANGLE OF $18^{\circ}09'13''$ FOR AN ARC DISTANCE OF 54.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 112.37 FEET, A CENTRAL ANGLE OF $25^{\circ}11'36''$ FOR AN ARC DISTANCE OF 49.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 211.46 FEET, A CENTRAL ANGLE OF $44^{\circ}46'18''$ FOR AN ARC DISTANCE OF 165.24 FEET TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS NORTH $33^{\circ}13'27''$ EAST FROM THE RADIUS POINT; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 305.74 FEET, A CENTRAL ANGLE OF $19^{\circ}21'47''$ FOR AN ARC DISTANCE OF 103.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 106.89 FEET, A CENTRAL ANGLE OF $33^{\circ}45'55''$ FOR AN ARC DISTANCE OF 62.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 180.88 FEET, A CENTRAL ANGLE OF $27^{\circ}46'16''$ FOR AN ARC DISTANCE OF 87.67 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 59.47 FEET, A CENTRAL ANGLE OF $56^{\circ}19'28''$ FOR AN ARC DISTANCE OF 58.46 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 24.41 FEET, A CENTRAL ANGLE OF $92^{\circ}11'26''$ FOR AN ARC DISTANCE OF 39.28 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 103.58 FEET, A CENTRAL ANGLE OF $40^{\circ}56'23''$ FOR AN ARC DISTANCE OF 74.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A

BK 6507 PG 0751

RADIUS OF 369.45 FEET, A CENTRAL ANGLE OF $36^{\circ}32'27''$ FOR AN ARC DISTANCE OF 235.62 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 50.37 FEET, A CENTRAL ANGLE OF $83^{\circ}33'13''$ FOR AN ARC DISTANCE OF 73.45 FEET TO A POINT OF TANGENCY; THENCE SOUTH $40^{\circ}29'42''$ WEST FOR 165.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 88.03 FEET, A CENTRAL ANGLE OF $30^{\circ}22'17''$ FOR AN ARC DISTANCE OF 46.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 165.38 FEET, A CENTRAL ANGLE OF $19^{\circ}11'59''$ FOR AN ARC DISTANCE OF 55.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 54.60 FEET, A CENTRAL ANGLE OF $52^{\circ}22'10''$ FOR AN ARC DISTANCE OF 49.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 135.77 FEET, A CENTRAL ANGLE OF $28^{\circ}54'42''$ FOR AN ARC DISTANCE OF 68.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH $75^{\circ}07'28''$ WEST FOR 115.66 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 58.78 FEET, A CENTRAL ANGLE OF $78^{\circ}28'08''$ FOR AN ARC DISTANCE OF 80.50 FEET TO A POINT OF TANGENCY; THENCE NORTH $26^{\circ}24'24''$ WEST FOR 66.03 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 349.82 FEET, A CENTRAL ANGLE OF $15^{\circ}34'50''$ FOR AN ARC DISTANCE OF 95.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 82.93 FEET, A CENTRAL ANGLE OF $26^{\circ}20'42''$ FOR AN ARC DISTANCE OF 38.13 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 405.19 FEET, A CENTRAL ANGLE OF $16^{\circ}25'26''$ FOR AN ARC DISTANCE OF 116.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 121.81 FEET, A CENTRAL ANGLE OF $24^{\circ}05'55''$ FOR AN ARC DISTANCE OF 51.23 FEET TO A POINT OF TANGENCY; THENCE NORTH $24^{\circ}52'49''$ EAST FOR 104.12 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 32.48 FEET, A CENTRAL ANGLE OF $68^{\circ}13'40''$ FOR AN ARC DISTANCE OF 38.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH $86^{\circ}53'31''$ EAST FOR 103.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 25.20 FEET, A CENTRAL ANGLE OF $150^{\circ}36'41''$ FOR AN ARC DISTANCE OF 66.24 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 163.57 FEET, A CENTRAL ANGLE OF $42^{\circ}07'37''$ FOR AN ARC DISTANCE OF 120.27 FEET; THENCE NORTH $04^{\circ}10'52''$ EAST FOR 216.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.128 ACRES MORE OR LESS.

TOGETHER WITH:

A PORTION OF CYPRESS BEND ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT, THENCE SOUTH $85^{\circ}49'08''$ EAST ALONG THE NORTH LINE OF SAID PLAT FOR 955.95 FEET; THENCE SOUTH $04^{\circ}10'52''$ WEST FOR 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $04^{\circ}10'52''$ WEST FOR 216.11 FEET TO A POINT ON A CURVE, SAID POINT BEARS NORTH $09^{\circ}37'49''$ WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 163.57 FEET, A CENTRAL ANGLE OF $8^{\circ}17'23''$ FOR AN ARC DISTANCE OF 23.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH $72^{\circ}04'47''$ WEST FOR 121.21 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 105.54 FEET A CENTRAL ANGLE OF $14^{\circ}05'06''$ FOR AN ARC DISTANCE OF 25.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 352.03 FEET, A CENTRAL ANGLE OF $17^{\circ}07'25''$ FOR AN ARC DISTANCE OF 105.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH $75^{\circ}07'06''$ WEST FOR 213.67 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 189.57 FEET, A CENTRAL ANGLE OF $17^{\circ}32'41''$ FOR AN ARC DISTANCE OF 58.05 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 23.90 FEET, A CENTRAL ANGLE OF $61^{\circ}03'20''$ FOR AN ARC DISTANCE OF 25.47 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 123.54 FEET, A CENTRAL ANGLE OF $29^{\circ}02'37''$ FOR AN ARC DISTANCE OF 62.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH $02^{\circ}33'50''$ WEST FOR 35.07 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH $71^{\circ}11'40''$ WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS 80.24 FEET, A CENTRAL ANGLE OF $66^{\circ}09'27''$ FOR AN ARC DISTANCE OF 92.65 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 13.68 FEET, A CENTRAL ANGLE OF $98^{\circ}57'04''$ FOR AN ARC DISTANCE OF 23.63 FEET TO A POINT OF TANGENCY; THENCE NORTH $03^{\circ}54'51''$ WEST FOR 34.44 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, NORTHEASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 23.46 FEET, A CENTRAL ANGLE OF $160^{\circ}58'20''$ FOR AN ARC DISTANCE OF 65.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH $22^{\circ}56'31''$ EAST FOR 22.23 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 90.45 FEET, A CENTRAL ANGLE OF $50^{\circ}51'15''$ FOR AN ARC DISTANCE OF 80.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH $73^{\circ}47'46''$ EAST FOR 65.49 FEET TO A POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE

BK 6507 PG 0753

LEFT, HAVING A RADIUS OF 39.11 FEET, A CENTRAL ANGLE OF $37^{\circ}42'19''$ FOR AN ARC DISTANCE OF 25.74 FEET TO A POINT REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 14.15 FEET, A CENTRAL ANGLE OF $114^{\circ}46'19''$ FOR AN ARC DISTANCE OF 28.34 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 28.30 FEET, A CENTRAL ANGLE OF $118^{\circ}56'51''$ FOR AN ARC DISTANCE OF 58.75 FEET TO A POINT OF TANGENCY; THENCE NORTH $64^{\circ}19'23''$ EAST FOR 49.40 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 15.49 FEET, A CENTRAL ANGLE OF $98^{\circ}34'27''$ FOR AN ARC DISTANCE OF 26.65 FEET TO A POINT OF TANGENCY; THENCE SOUTH $17^{\circ}06'10''$ EAST FOR 5.95 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 68.07 FEET, A CENTRAL ANGLE OF $48^{\circ}12'42''$ FOR AN ARC DISTANCE OF 57.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 311.14 FEET, A CENTRAL ANGLE OF $37^{\circ}18'19''$ FOR AN ARC DISTANCE OF 202.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 100.05 FEET, A CENTRAL ANGLE OF $70^{\circ}43'25''$ FOR AN ARC DISTANCE OF 123.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH $64^{\circ}31'38''$ WEST FOR 84.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 75.22 FEET, A CENTRAL ANGLE OF $107^{\circ}43'21''$ FOR AN ARC DISTANCE OF 141.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH $43^{\circ}11'43''$ EAST FOR 26.50 FEET; THENCE SOUTH $75^{\circ}39'02''$ EAST FOR 22.56 FEET; THENCE NORTH $74^{\circ}54'30''$ EAST FOR 5.75 FEET; THENCE SOUTH $00^{\circ}00'00''$ EAST FOR 54.76 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH $26^{\circ}21'13''$ WEST FROM THE RADIUS POINT; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 130.27 FEET, A CENTRAL ANGLE OF $38^{\circ}39'04''$ FOR AN ARC DISTANCE OF 87.88 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 641.00 FEET, A CENTRAL ANGLE OF $24^{\circ}09'01''$ FOR AN ARC DISTANCE OF 270.18 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 204.39 FEET, A CENTRAL ANGLE OF $49^{\circ}22'45''$ FOR AN ARC DISTANCE OF 176.15 FEET TO A POINT OF TANGENCY; THENCE NORTH $00^{\circ}14'01''$ EAST FOR 687.43 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $93^{\circ}56'51''$ FOR AN ARC DISTANCE OF 163.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH $85^{\circ}49'08''$ EAST FOR 512.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.307 ACRES MORE OR LESS.

BK 6507 PG 0754

EXHIBIT B-1

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 1

CERTIFICATE OF SURVEYOR:

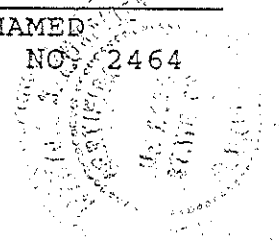
I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 1 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

4/23/89

DATE

I. S. Mohamed

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464



BK 6507PG0755



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(305) 974-2200

VERO BEACH OFFICE

664 Azalea Lane, Suite C-2
(305) 231-4127

CYPRESS BEND CONDOMINIUM VII
PHASE 1 - BUILDING 18

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 1637.86 FEET; THENCE SOUTH 04°10'52" WEST FOR 132.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 48°12'46" EAST FOR 15.38 FEET; THENCE NORTH 41°47'14" EAST FOR 5.50 FEET; THENCE SOUTH 48°12'46" EAST FOR 50.50 FEET; THENCE SOUTH 41°47'14" WEST FOR 28.42 FEET; THENCE SOUTH 48°12'46" EAST FOR 3.00 FEET; THENCE SOUTH 41°47'14" WEST FOR 218.00 FEET; THENCE NORTH 48°12'46" WEST FOR 53.50 FEET; THENCE NORTH 41°47'14" EAST FOR 5.50 FEET; THENCE NORTH 48°12'46" WEST FOR 15.38 FEET; THENCE NORTH 41°47'14" EAST FOR 11.33 FEET; THENCE SOUTH 48°12'46" EAST FOR 15.38 FEET; THENCE NORTH 41°47'14" EAST FOR 105.25 FEET; THENCE NORTH 48°12'46" WEST FOR 30.33 FEET; THENCE NORTH 41°47'14" EAST FOR 28.42 FEET; THENCE SOUTH 48°12'46" EAST FOR 30.33 FEET; THENCE NORTH 41°47'14" EAST FOR 79.09 FEET; THENCE NORTH 48°12'46" WEST FOR 15.38 FEET; THENCE NORTH 41°47'14" EAST FOR 11.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.328 ACRES MORE OR LESS.

BK 6507 P00756

Sheet 2 of 11

REVISIONS

DATE BY

REVISED

7-11-88 M.D.

DATE 6-16-88

DRAWN BY M.D.

CHECKED BY

FIELD BOOK

SKETCH



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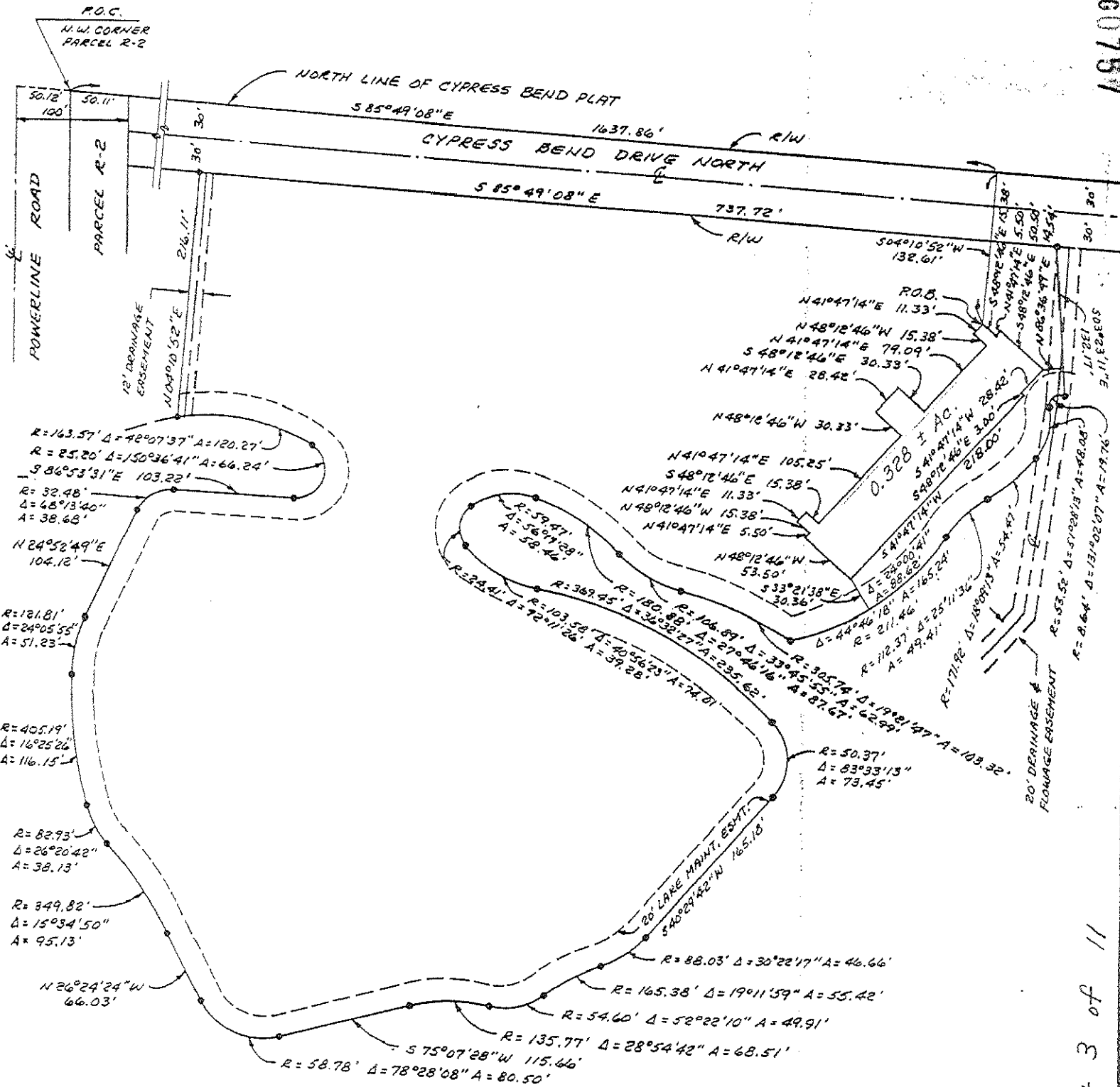
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(305) 974-2200

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CYPRESS BEND CONDOMINIUM VII
PHASE 1 - BUILDING 18

Scale: 1" = 120'

BK116507P00757



Sheet 3 of 11

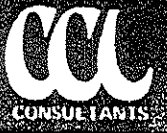
REVISIONS	DATE	BY

ADDED AREA	4.27.88	MD	DATE	4.11.88	DRAWN		CHECKED		FIELD
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ETCH 2614



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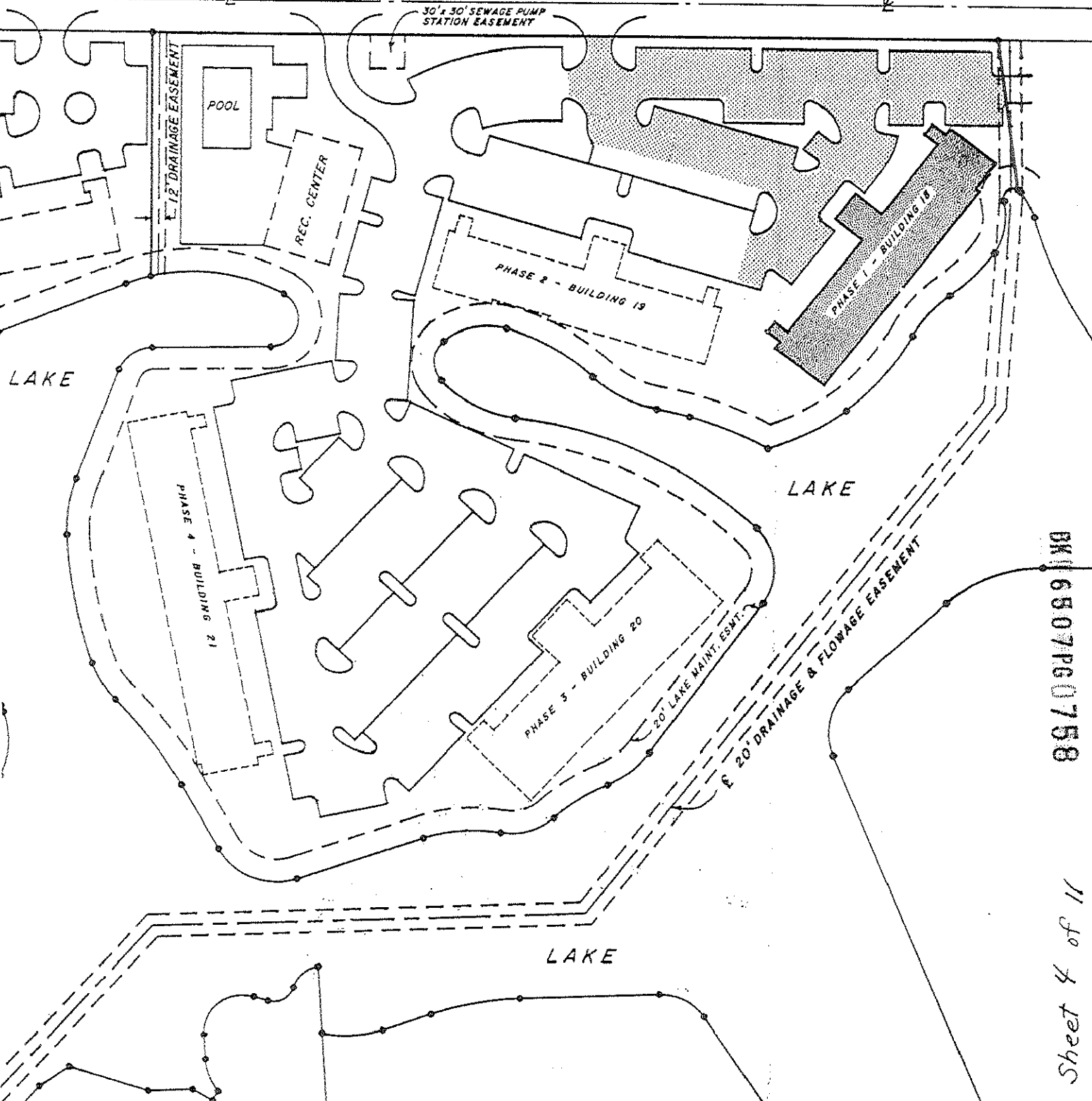
VERO BEACH OFFICE
664 Azalea Lane, Suite C-2
(305) 231-4127



CYPRESS BEND CONDOMINIUM VII
PHASE 1 - BUILDING 18

SCALE:
1" = 120'

CYPRESS BEND DRIVE NORTH



BK 6507PG0758

Sheet 4 of 11

LEGEND

EXIST. PAVEMENT.

REVISIONS

DATE BY

NO.	DATE	BY

DATE

DRAWN

CHECKED

FIELD

ETCH

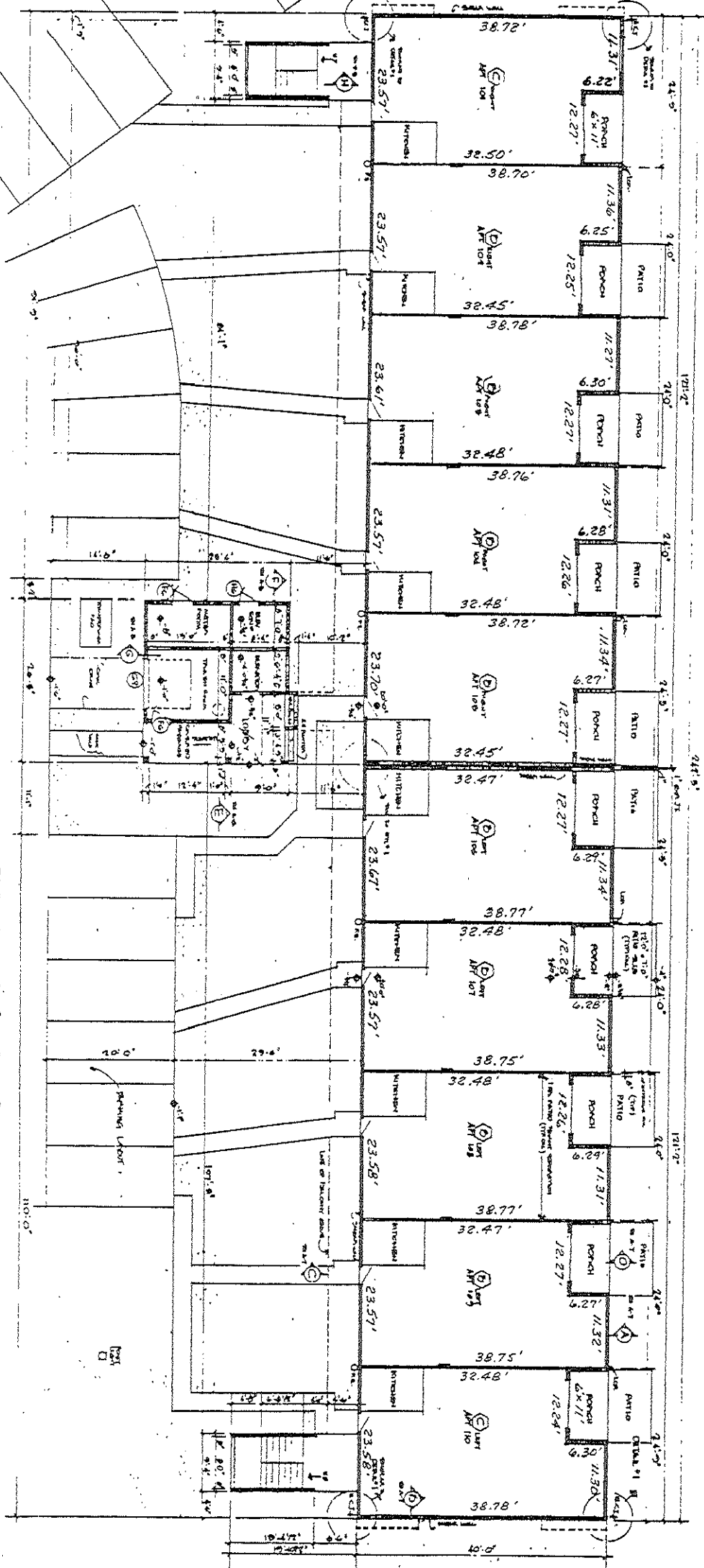
2614

BK 6507PC0759

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 1

BUILDING 18

Sheet 5 of 11



UPPER LIMIT OF UNITS 1774 ELEV. (N.G.V.D.)
LOWER LIMIT OF UNITS 974 ELEV. (N.G.V.D.)

GROUND FLOOR BUILDING PLAN

ONE (1) FIRE EXTINGUISHER LOCATED

NOTE: SEE PARKING LAYOUT SHEET 4110 FOR DETAILS

A2

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
 CYPRESS BEND CONDOMINIUM VII, PHASE 1

UPPER LIMIT OF UNITS 26.44 ELEV. (N.G.V.D.)
 LOWER LIMIT OF UNITS 18.39 ELEV. (N.G.V.D.)

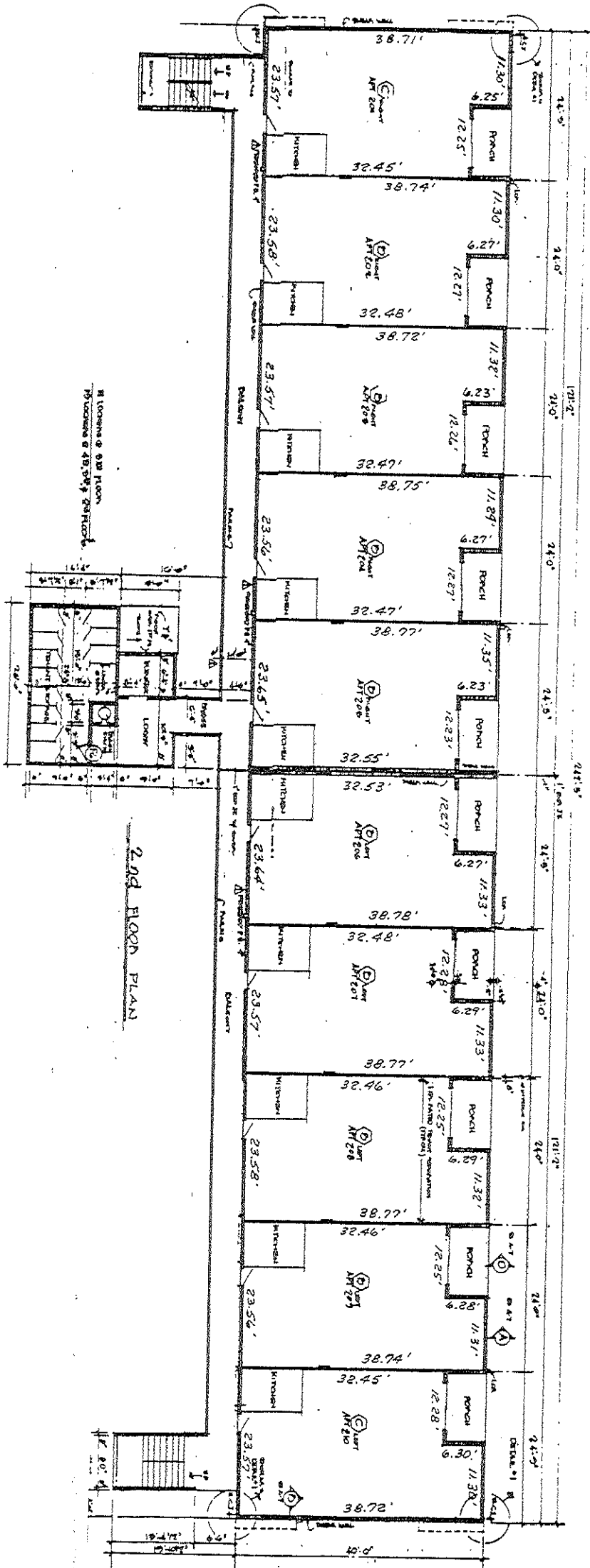
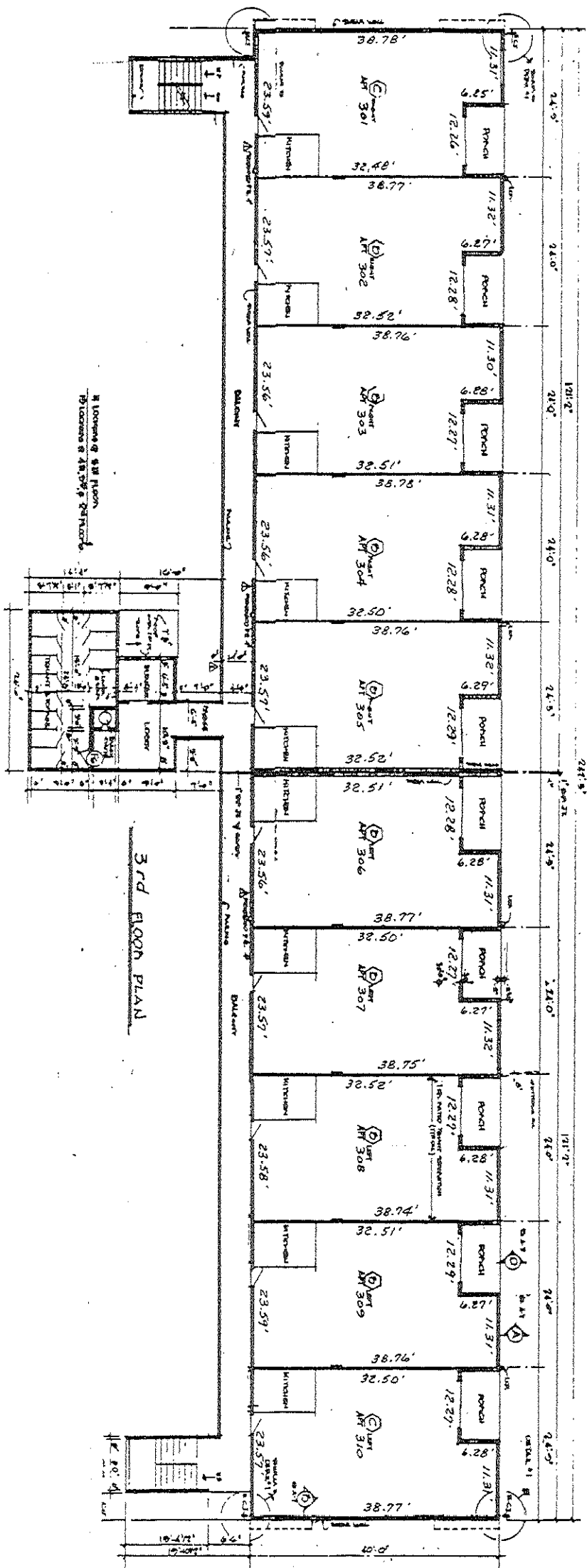


EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
 CYPRESS BEND CONDOMINIUM VII, PHASE 1



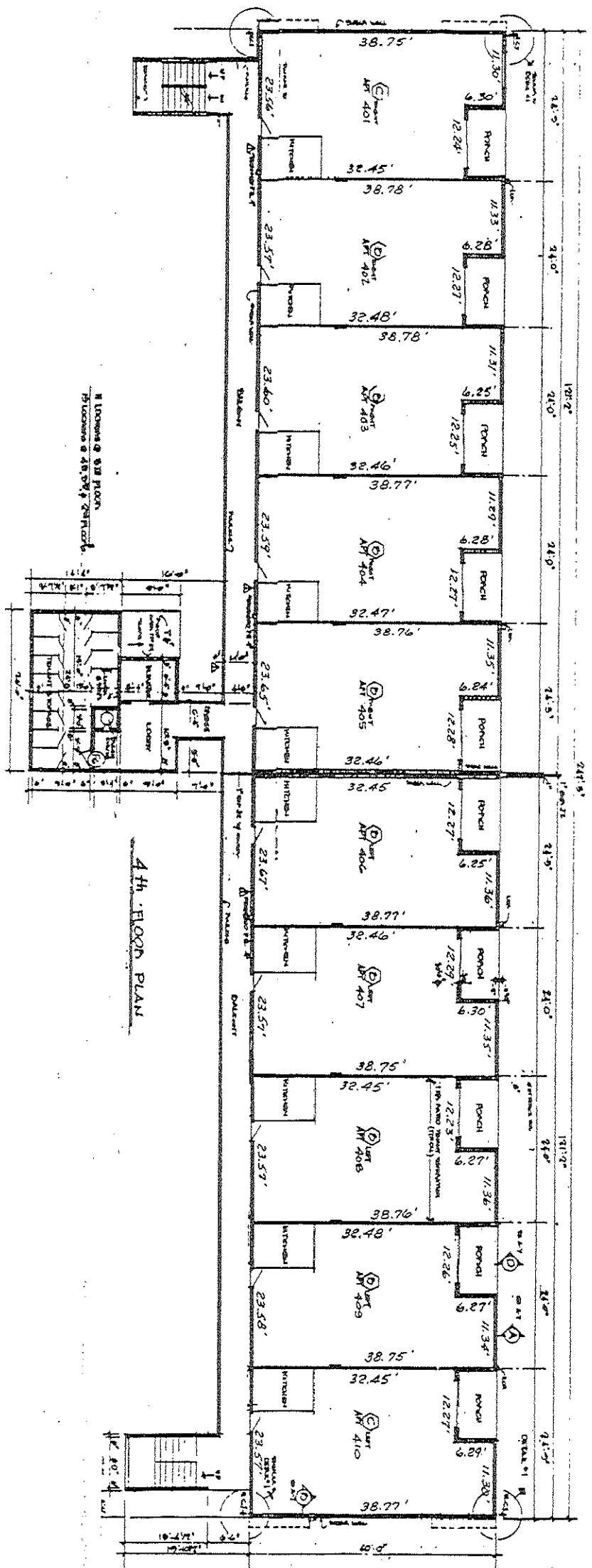
UPPER LIMIT OF UNITS 35.04 ELEV (M.G.V.D.)
 LOWER LIMIT OF UNITS 26.99 ELEV (M.G.V.D.)

3rd FLOOR PLAN

BUILDING 18

BK 6507PC0762

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
 CYPRESS BEND CONDOMINIUM VII, PHASE 1



UPPER LIMIT OF UNITS 43.65 ELEV (N.G.V.D.)
 LOWER LIMIT OF UNITS 35.60 ELEV (M.G.V.D.)

BUILDING 18

Sheet 8 of 11

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM
OF
CYPRESS BEND CONDOMINIUM VII

DESCRIPTION OF APARTMENTS

Each Apartment shall consist of that part of the Building containing such Apartment which lies within the boundaries of the Apartment, which boundaries are as follows:

1. UPPER AND LOWER BOUNDARIES:

The upper and lower boundaries of the Apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) UPPER BOUNDARIES:

The plane of the lowest surface of the unfinished ceiling slab and the plane of the lowest surface of the unfinished porch ceiling slab.

(b) LOWER BOUNDARIES:

The plane of the upper surface of the unfinished floor slab and the plane of the upper surface of the unfinished porch floor slab.

2. PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of an Apartment shall be the following boundaries extended to an intersection with upper and lower boundaries.

(a) EXTERIOR BUILDING WALLS:

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Apartment. All doors, windows, glass, screens, enclosures or otherwise, which are in the perimetrical walls of an Apartment shall be deemed a part of the Apartment up to the exterior unfinished surface thereof. All roof trusses, structural columns and weight-bearing walls located within an Apartment constitute part of the Common Elements up to the unfinished surface of said walls, trusses and columns.

(b) INTERIOR BUILDING WALLS:

The vertical planes of the innermost unfinished surface of the interior walls bounding such Apartment extended to intersections with other perimetrical boundaries.

3. AIR CONDITIONING UNITS:

The boundaries of each Apartment shall also be deemed to include the individual air conditioning unit serving the Apartment, and all related integral parts located within the Apartment. Each Owner will be responsible for the maintenance and repair of his air conditioning unit, all related integral parts thereof and shall insure the same against casualty at his expense, if such insurance is desired.

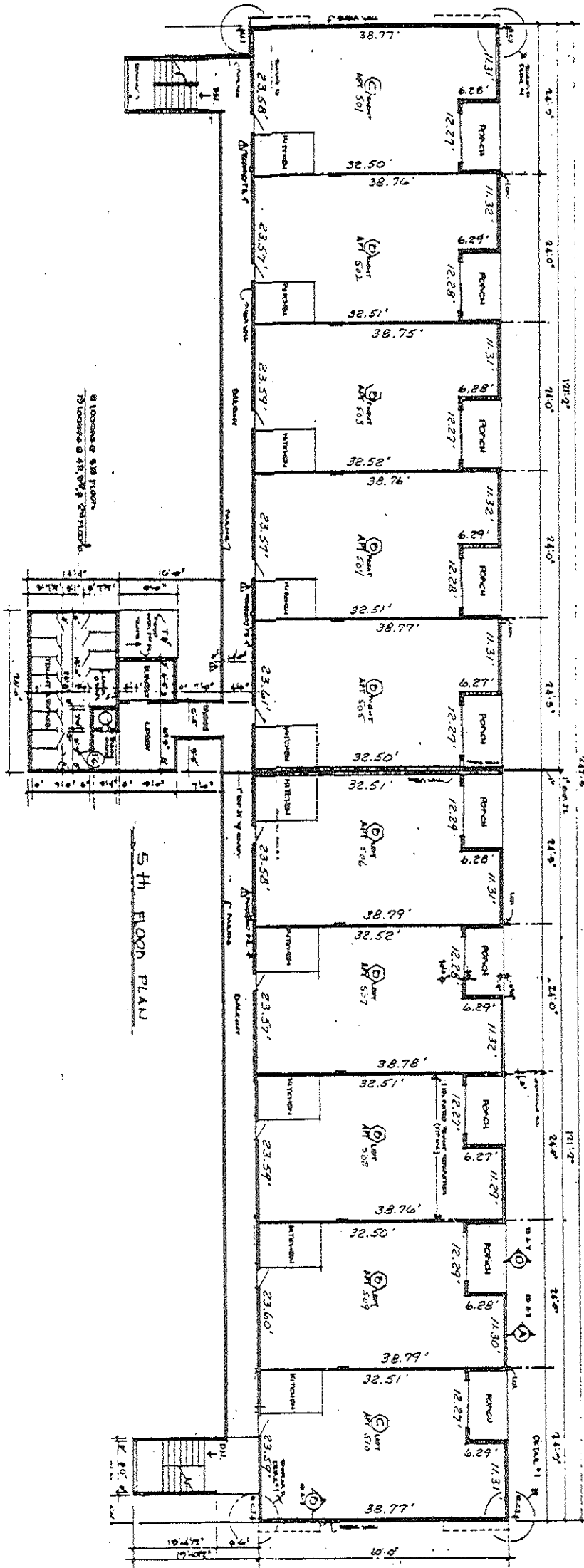
4. EXCLUDED FROM APARTMENT:

The Apartment shall not be deemed to include utility services which may be contained within the boundaries of the Apartment but which are utilized to serve Common Elements and/or an Apartment or Apartments other than or in addition to the Apartment 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.

DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of the Condominium Property not within an Apartment or Apartments are parts of the Common Elements.

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
 CYPRESS BEND CONDOMINIUM VII, PHASE 1



UPPER LIMIT OF UNITS 52.37 ELEV. (N.G.R.D.)
 LOWER LIMIT OF UNITS 44.27 ELEV. (N.G.R.D.)

BUILDING 18

Sheet 9 of 11

2. All bearing walls to the unfinished surface of said walls located within an Apartment constitute parts of the Common Elements.
3. All conduits and wire to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the Common Elements.
4. The Common Elements are subject to certain easements set forth in Article 11 of the Declaration of Condominium.
5. In Apartments containing a Patio, such Patio is a Limited Common Element reserved for the use of Owners of the Apartment adjacent thereto.
6. The definitions set forth in the Declaration of Condominium are incorporated herein.

BK 6507 PG 0765

EXHIBIT B-2

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 2

CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 2 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK 6507 PG 0766



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CYPRESS BEND CONDOMINIUM VII
PHASE 2 - BUILDING 19

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 1143.84 FEET; THENCE SOUTH 04°10'52" WEST FOR 218.01 FEET; THENCE SOUTH 85°49'08" EAST FOR 83.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70°08'41" EAST FOR 11.33 FEET; THENCE SOUTH 19°51'19" WEST FOR 15.38 FEET; THENCE SOUTH 70°08'41" EAST FOR 105.25 FEET; THENCE NORTH 19°51'19" EAST FOR 30.33 FEET; THENCE SOUTH 70°08'41" EAST FOR 28.42 FEET; THENCE SOUTH 19°51'19" WEST FOR 30.33 FEET; THENCE SOUTH 70°08'41" EAST FOR 79.09 FEET; THENCE NORTH 19°51'19" EAST FOR 15.38 FEET; THENCE SOUTH 70°08'41" EAST FOR 11.33 FEET; THENCE SOUTH 19°51'19" WEST FOR 15.38 FEET; THENCE SOUTH 70°08'41" EAST FOR 5.50 FEET; THENCE SOUTH 19°51'19" WEST FOR 53.50 FEET; THENCE NORTH 70°08'41" WEST FOR 142.57 FEET; THENCE NORTH 19°51'19" EAST FOR 3.00 FEET; THENCE NORTH 70°08'41" WEST FOR 51.47 FEET; THENCE SOUTH 19°51'19" WEST FOR 3.00 FEET; THENCE NORTH 70°08'41" WEST FOR 52.37 FEET; THENCE NORTH 19°51'19" EAST FOR 53.50 FEET; THENCE SOUTH 70°08'41" EAST FOR 5.50 FEET; THENCE NORTH 19°51'19" EAST FOR 15.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.327 ACRES MORE OR LESS.

BK 6507 PG 0767

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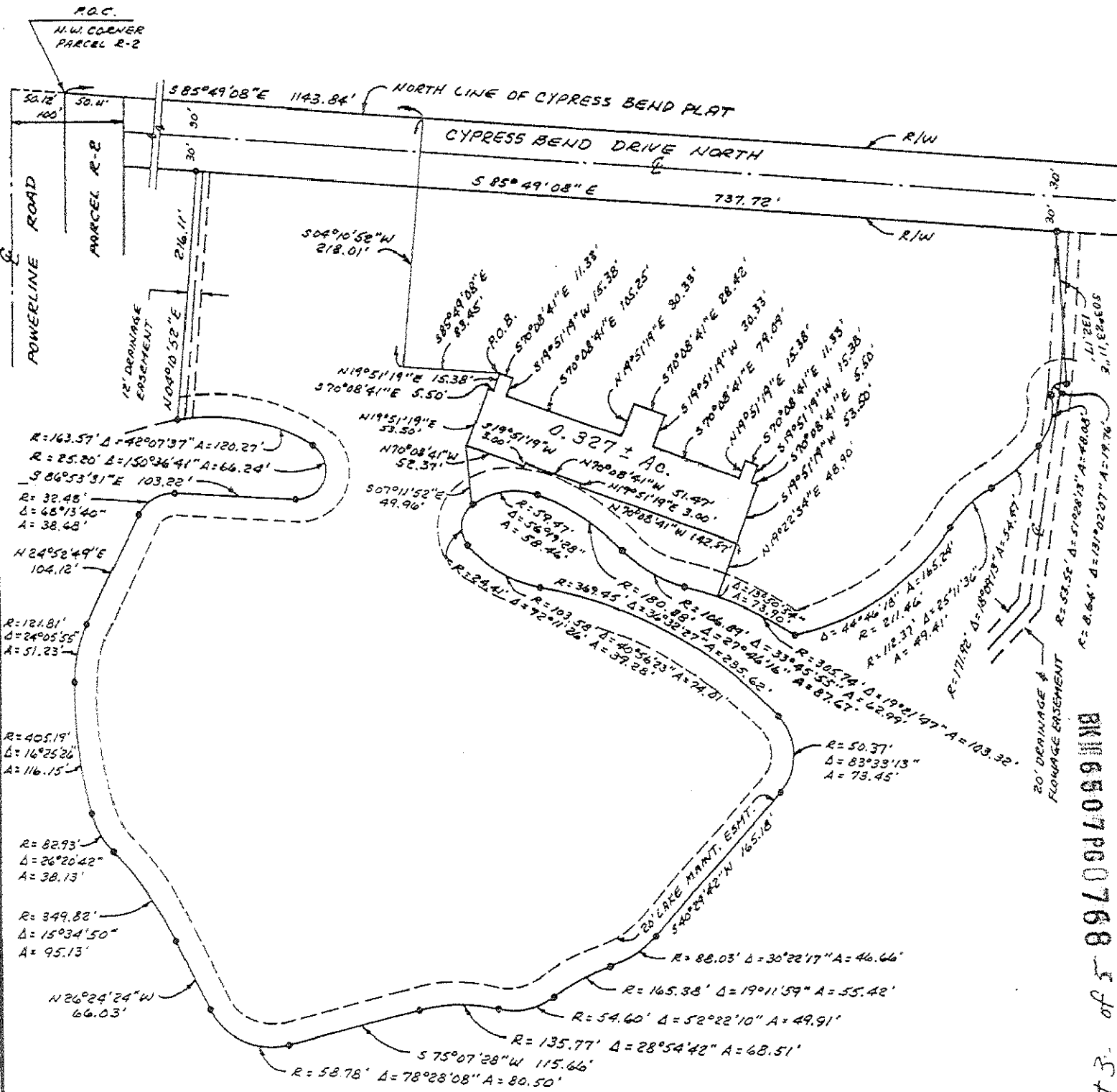
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VERO BEACH OFFICE

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CYPRESS BEND CONDOMINIUM VII
PHASE 2 - BUILDING 19

Scale: 1" = 120'



BM 6507 PG 0768 5
 Sheet 3 of 5
 26/14

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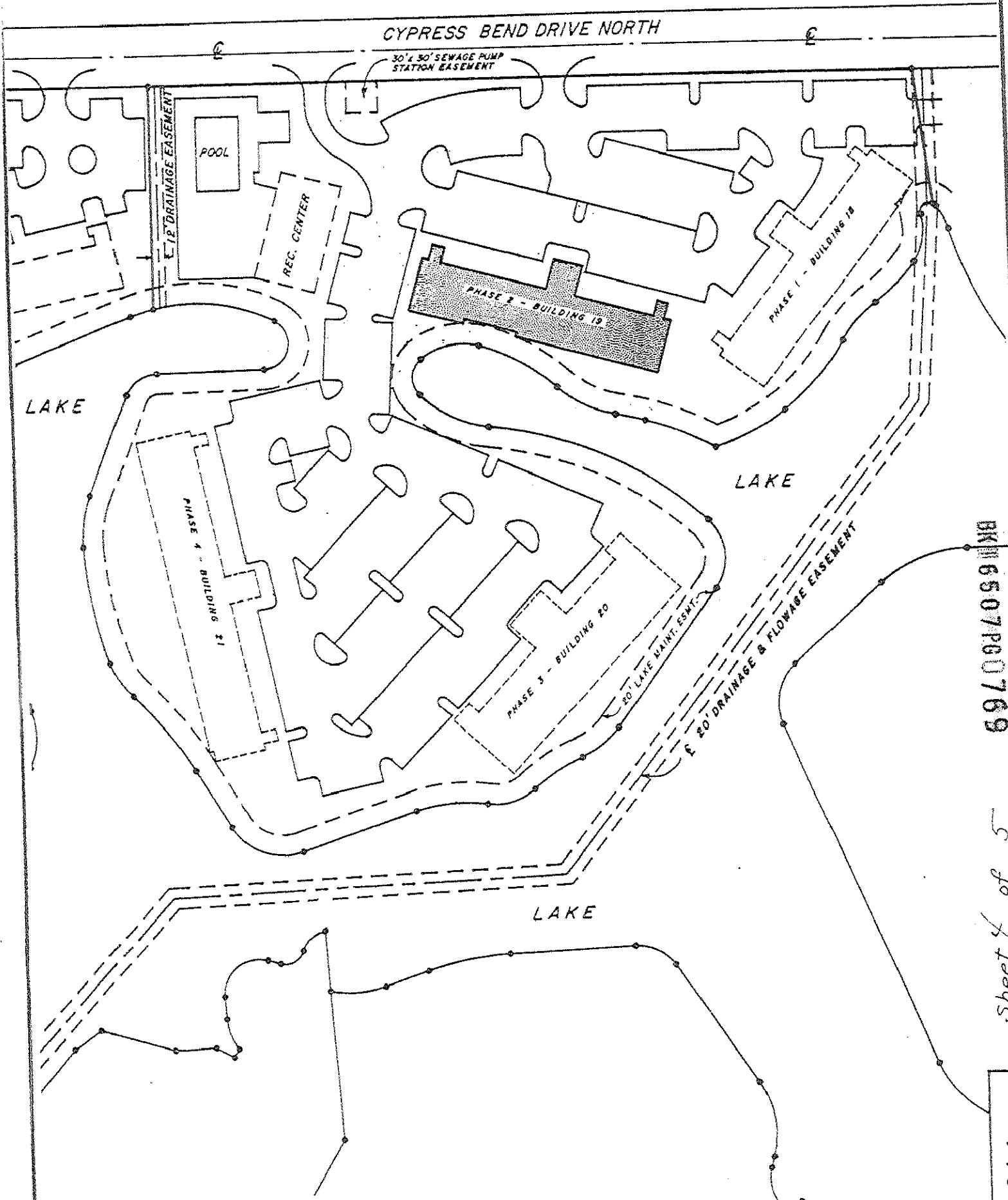


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CYPRESS BEND CONDOMINIUM VII
PHASE 2 - BUILDING 19

SCALE:
1" = 120'



BK 6507P60769

Sheet 4 of 5

DWG

SKETCH

REVISIONS	DATE	BY

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EXHIBIT B-3

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 3

CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 3 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK 6507PG07711



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CYPRESS BEND CONDOMINIUM VII
PHASE 3 - BUILDING 20

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 1143.84 FEET; THENCE SOUTH 04°10'52" WEST FOR 684.81 FEET; THENCE SOUTH 85°49'08" EAST FOR 93.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°08'08" EAST FOR 22.33 FEET; THENCE SOUTH 42°51'52" EAST FOR 12.66 FEET; THENCE NORTH 47°08'08" EAST FOR 81.84 FEET; THENCE NORTH 42°51'52" WEST FOR 34.00 FEET; THENCE NORTH 47°08'08" EAST FOR 46.08 FEET; THENCE SOUTH 42°51'52" EAST FOR 34.00 FEET; THENCE NORTH 47°08'08" EAST FOR 70.09 FEET; THENCE NORTH 42°51'52" WEST FOR 12.66 FEET; THENCE NORTH 47°08'08" EAST FOR 22.33 FEET; THENCE SOUTH 42°51'52" EAST FOR 77.33 FEET; THENCE SOUTH 47°08'08" WEST FOR 242.67 FEET; THENCE NORTH 42°51'52" WEST FOR 77.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.409 ACRES MORE OR LESS.

BK 6507 PG 0772

Sheet 2 of 7

REVISIONS

DATE BY

REVISIONS	DATE	BY

DATE 11 08 DRAWN MD CHECKED FIELD

2614
KETCH 10



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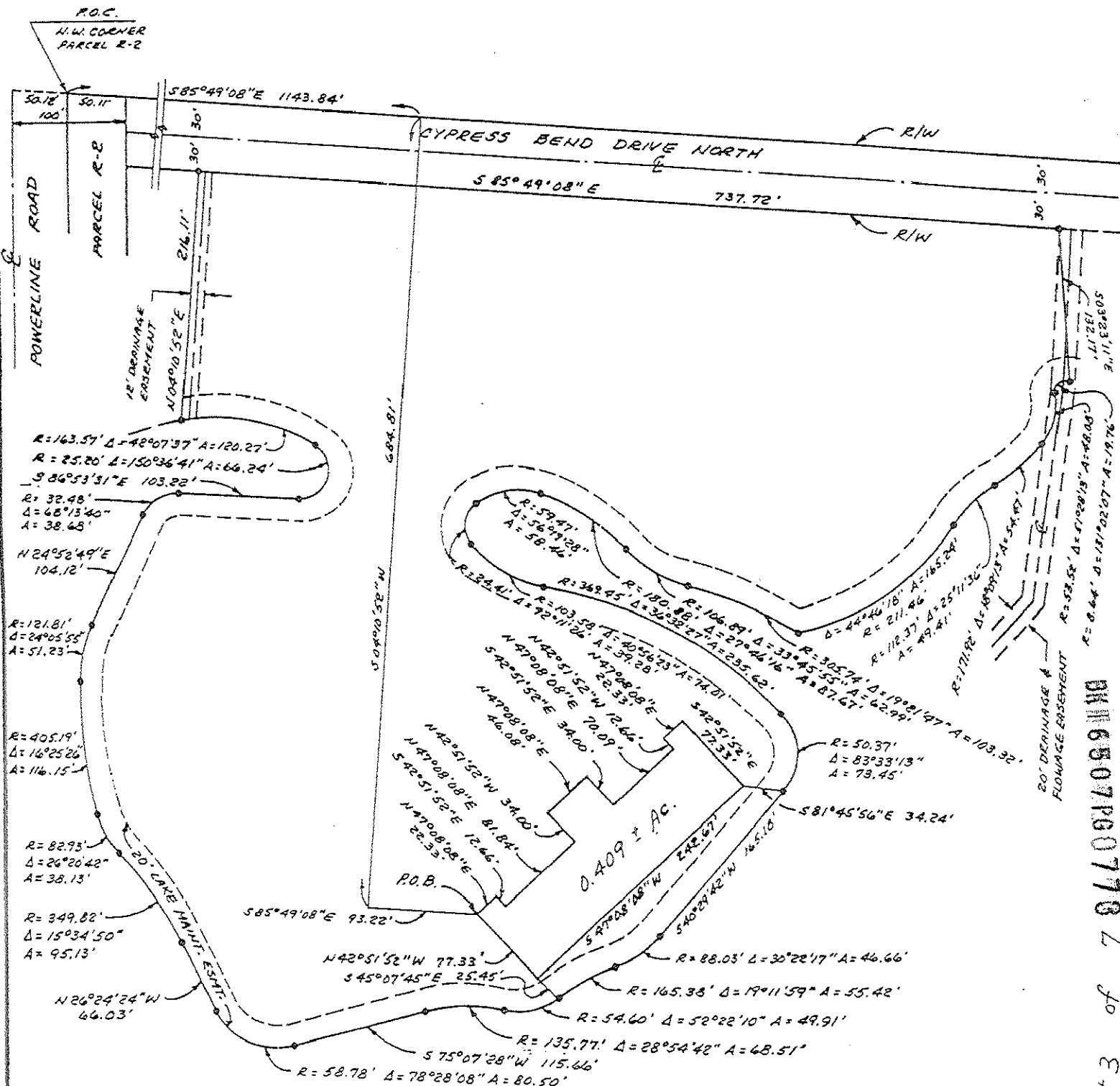


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CYPRESS BEND CONDOMINIUM VII
PHASE 3 - BUILDING 20

Scale: 1" = 120'



DW 6507130770 7 Sheet 3 of 7

REVISIONS	DATE	BY

DATE	DRAWN	CHECKED	FIELD

2614
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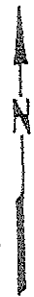


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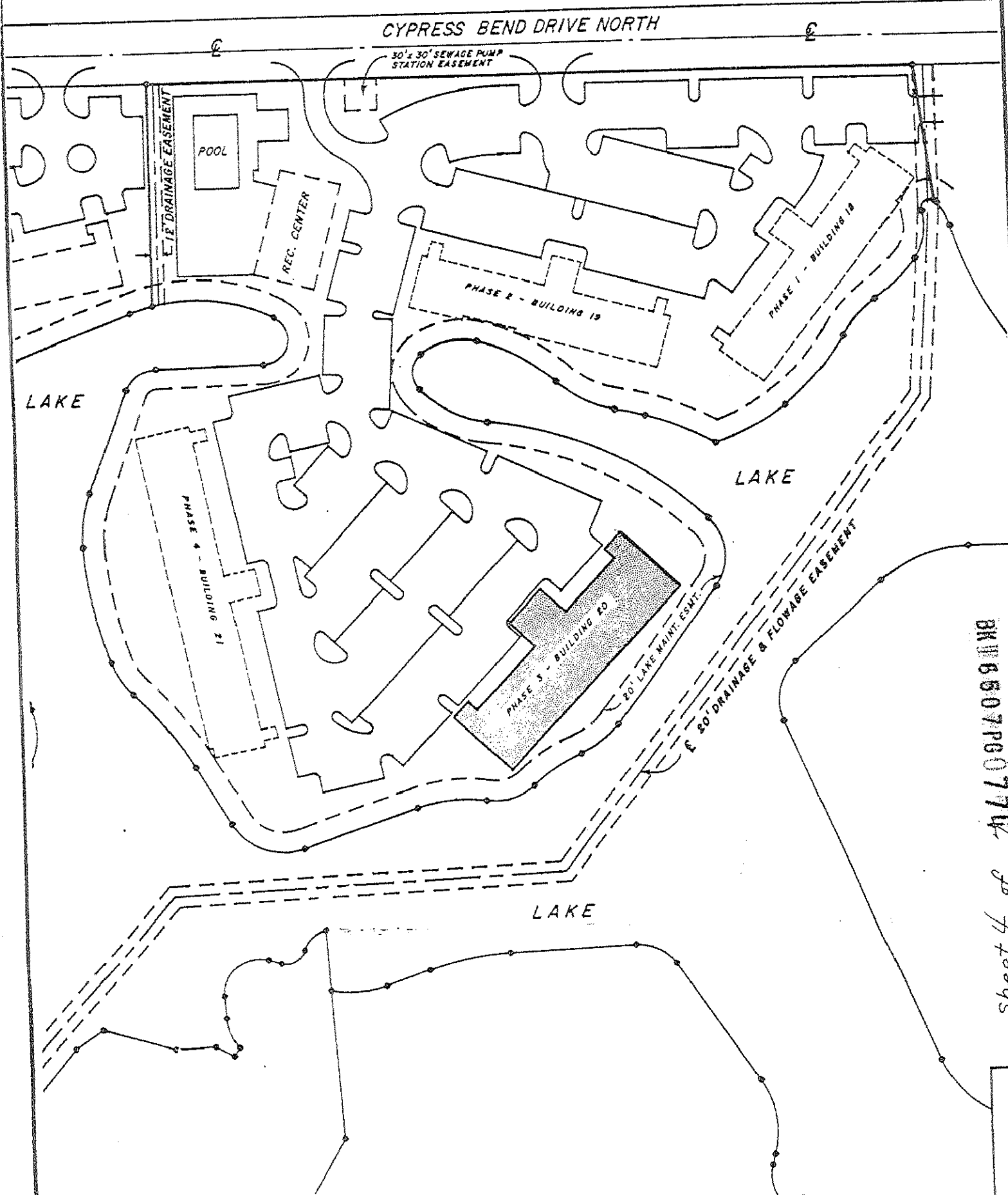
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SCALE:
1" = 120'

CYPRESS BEND CONDOMINIUM VII
PHASE 3 - BUILDING 20



BK 6507P0077W of 7 sheets

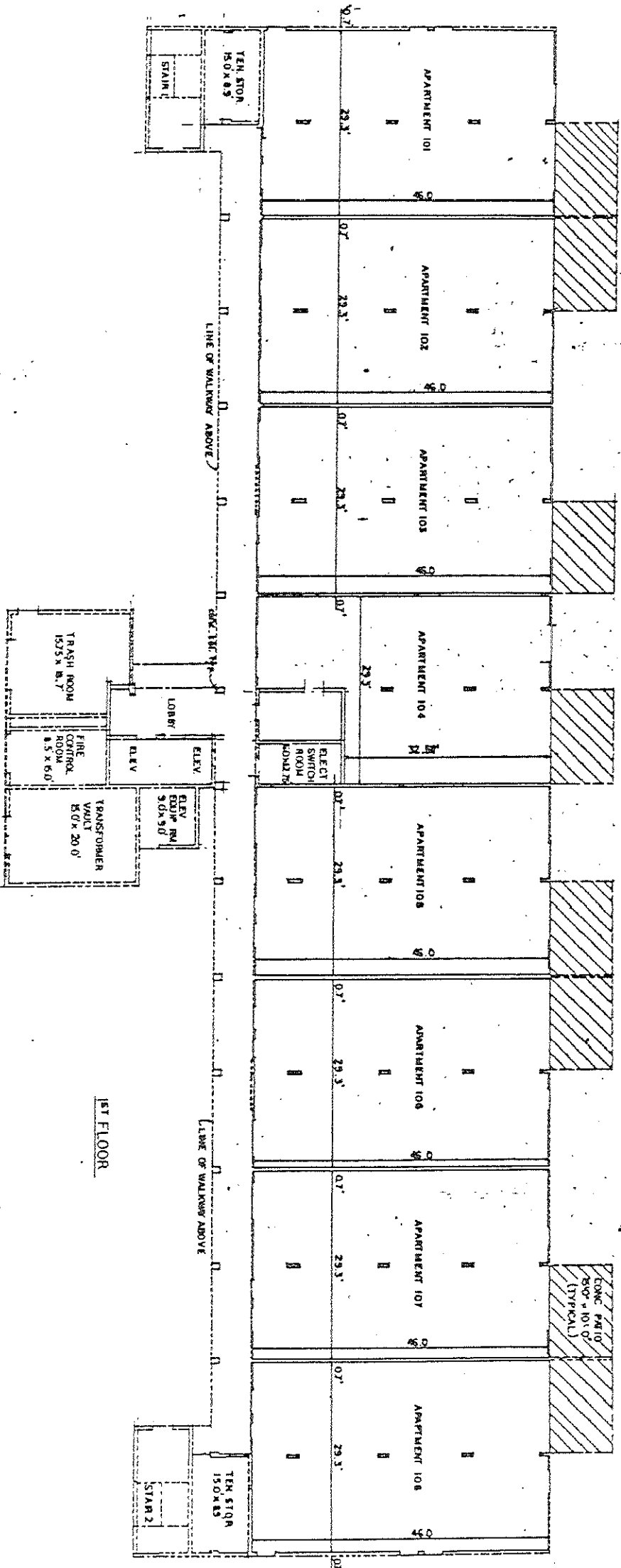
REVISIONS	DATE	BY

DATE	DRAWN	CHECKED	FIELD BOOK

SKETCH

EXHIBIT B3 TO THE DECLARATION OF CONDOMINIUM
 GYPPRESS, BEND CONDOMINIUM VIII

PHASE 3



ELEVATIONS:
 FIRST FLOOR -- UPPER LIMITS OF APARTMENT
 LOWER LIMITS OF APARTMENT

1ST FLOOR

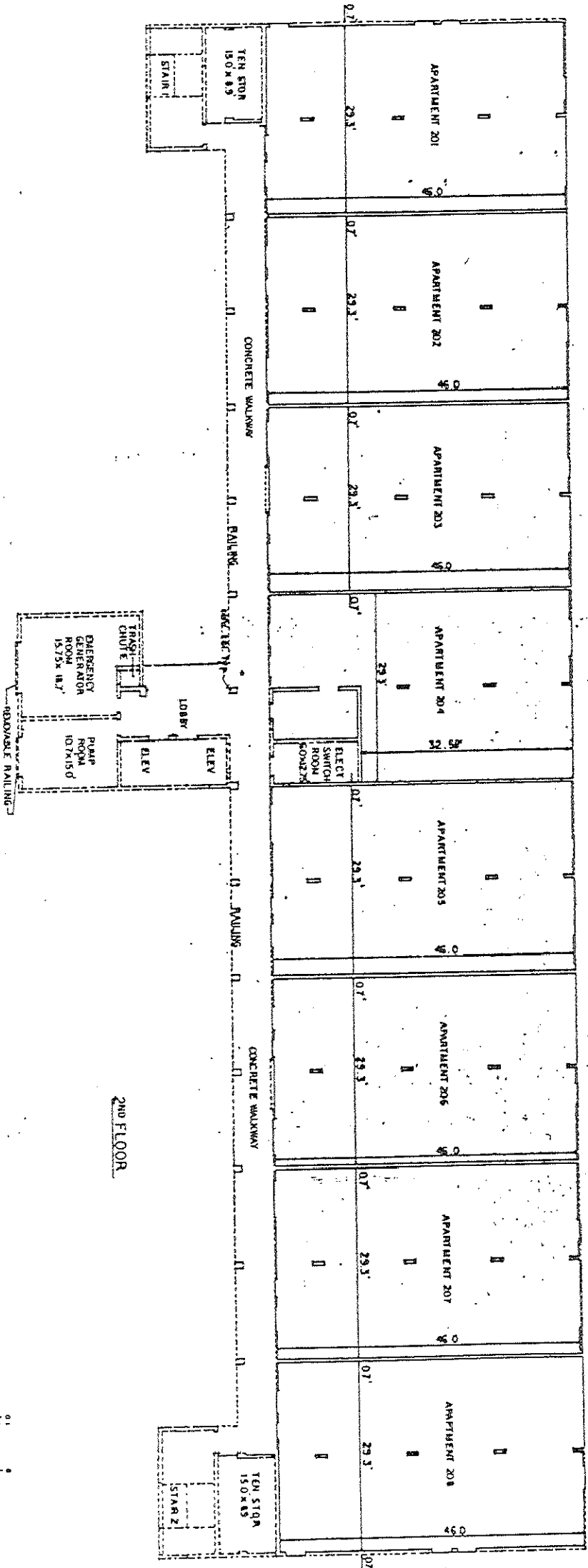
NOTES:
 1. SOLID LINE INDICATES APARTMENT BOUNDARY.
 2. DASHED LINE INDICATES COMMON ELEMENT.
 3. ELEVATIONS SHOWN IN RED ARE NOT PART OF THE NATIONAL GEODETIC VERTICAL DATUM.
 4. HATCHING INDICATES LIMITED COMMON ELEMENT.



Sheet 5 of 7

EXHIBIT B3 TO THE DECLARATION OF CONDOMINIUM
GYPPRESS BEND CONDOMINIUM VIII

PHASE 3



ELEVATIONS

SECOND FLOOR - UPPER LIMITS OF APARTMENT

LOWER LIMITS OF APARTMENT

NOTES

1. SOLID LINE INDICATES APARTMENT BOUNDARY

2. DASHED LINE INDICATES BOUNDARY OF COMMON ELEMENTS

3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODESIC VERTICAL DATUM

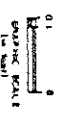
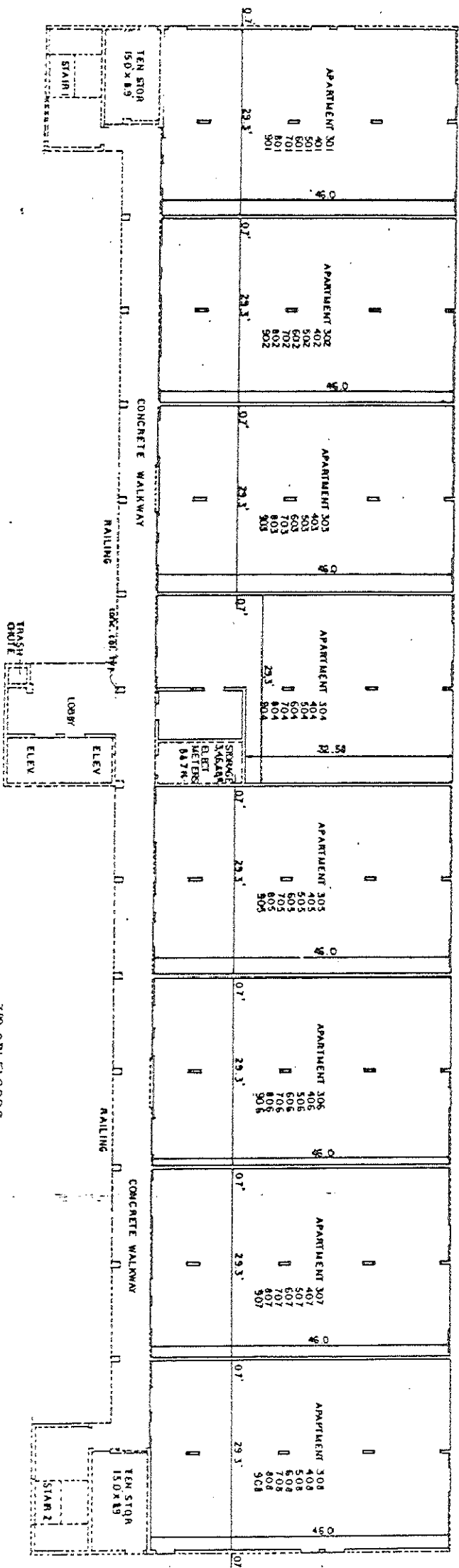


EXHIBIT B3 TO THE DECLARATION OF CONDOMINIUM
GYPPRESS BEND CONDOMINIUM VIII

PHASE 3



3RD, 9TH FLOORS

ELEVATIONS

- NINTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- THIRD FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- FOURTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- FIFTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- SIXTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- SEVENTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- EIGHTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT

NOTES
 1 - SOLID LINE DENOTES APARTMENT BOUNDARY
 2 - DASHED LINE DENOTES BOUNDARY OF COMMON ELEMENTS
 3 - ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM



EXHIBIT B-4

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 4

CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 4 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK 6507 PG 0778



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CYPRESS BEND CONDOMINIUM VII
PHASE 4 - BUILDING 21

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 1143.84 FEET; THENCE SOUTH 04°10'52" WEST FOR 699.07 FEET; THENCE NORTH 85°49'08" WEST FOR 76.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°12'18" WEST FOR 15.38 FEET; THENCE SOUTH 07°47'42" EAST FOR 5.50 FEET; THENCE SOUTH 82°12'18" WEST FOR 50.50 FEET; THENCE NORTH 07°47'42" WEST FOR 8.22 FEET; THENCE SOUTH 82°12'18" WEST FOR 3.00 FEET; THENCE NORTH 07°47'42" WEST FOR 310.20 FEET; THENCE NORTH 82°12'18" EAST FOR 53.50 FEET; THENCE SOUTH 07°47'42" EAST FOR 5.50 FEET; THENCE NORTH 82°12'18" EAST FOR 15.38 FEET; THENCE SOUTH 07°47'42" EAST FOR 11.33 FEET; THENCE SOUTH 82°12'18" WEST FOR 15.38 FEET; THENCE SOUTH 07°47'42" EAST FOR 129.25 FEET; THENCE NORTH 82°12'18" EAST FOR 30.33 FEET; THENCE SOUTH 07°47'42" EAST FOR 28.42 FEET; THENCE SOUTH 82°12'18" WEST FOR 30.33 FEET; THENCE SOUTH 07°47'42" EAST FOR 127.09 FEET; THENCE NORTH 82°12'18" EAST FOR 15.38 FEET; THENCE SOUTH 07°47'42" EAST FOR 11.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.418 ACRES MORE OR LESS.

BK 6807 PG 0779

Sheet 2 of 6

2614
SKETCH NO.

REVISIONS	DATE	BY

DATE	DRAWN BY	CHECKED BY	FIELD BOOK
7-11-88	M.D.		



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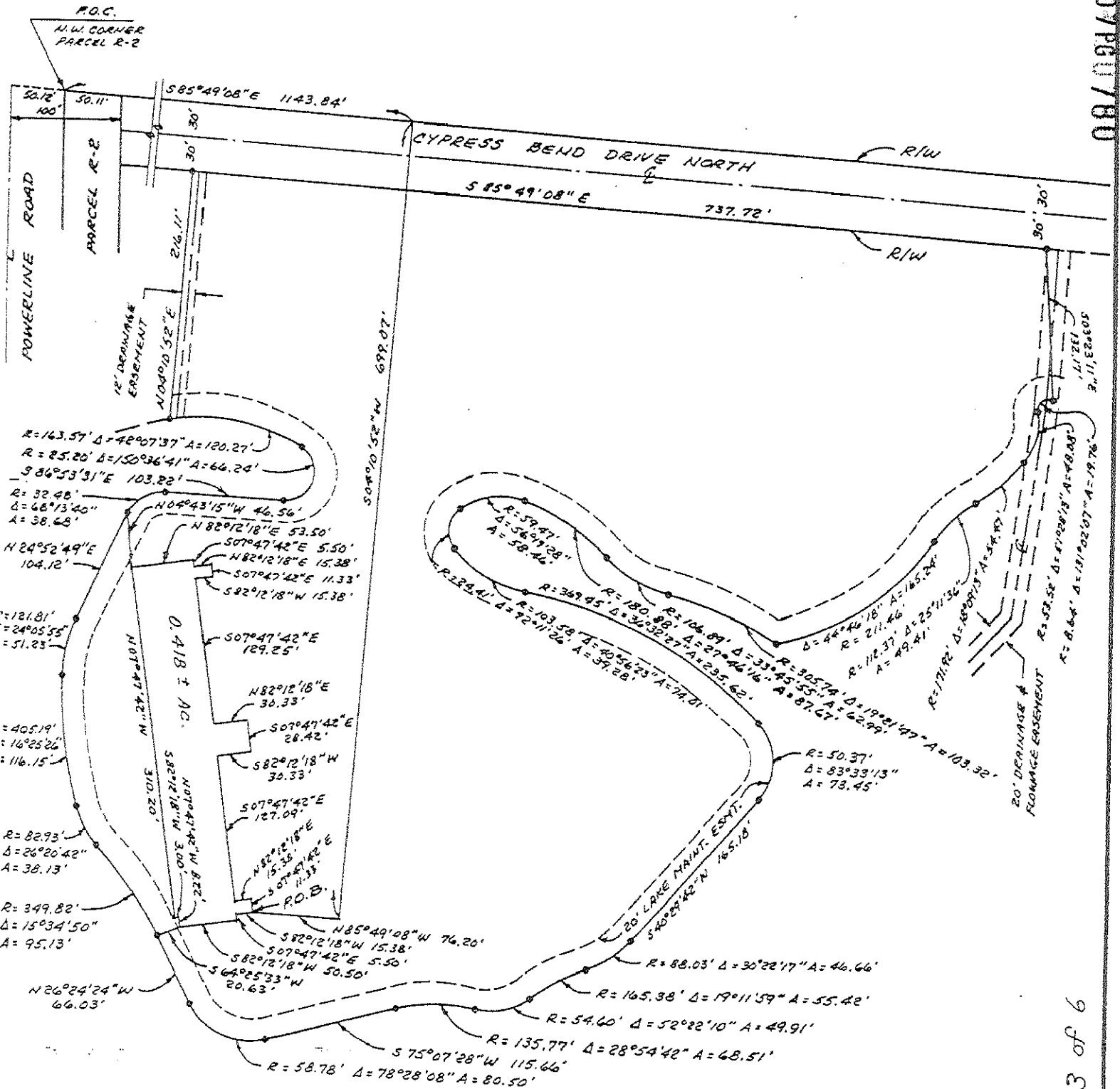


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CYPRESS BEND CONDOMINIUM VII
PHASE 4 - BUILDING 21

Scale: 1" = 120'



BK 16507 PG 0780

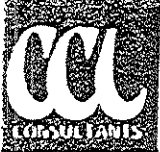
Sheet 3 of 6

2614

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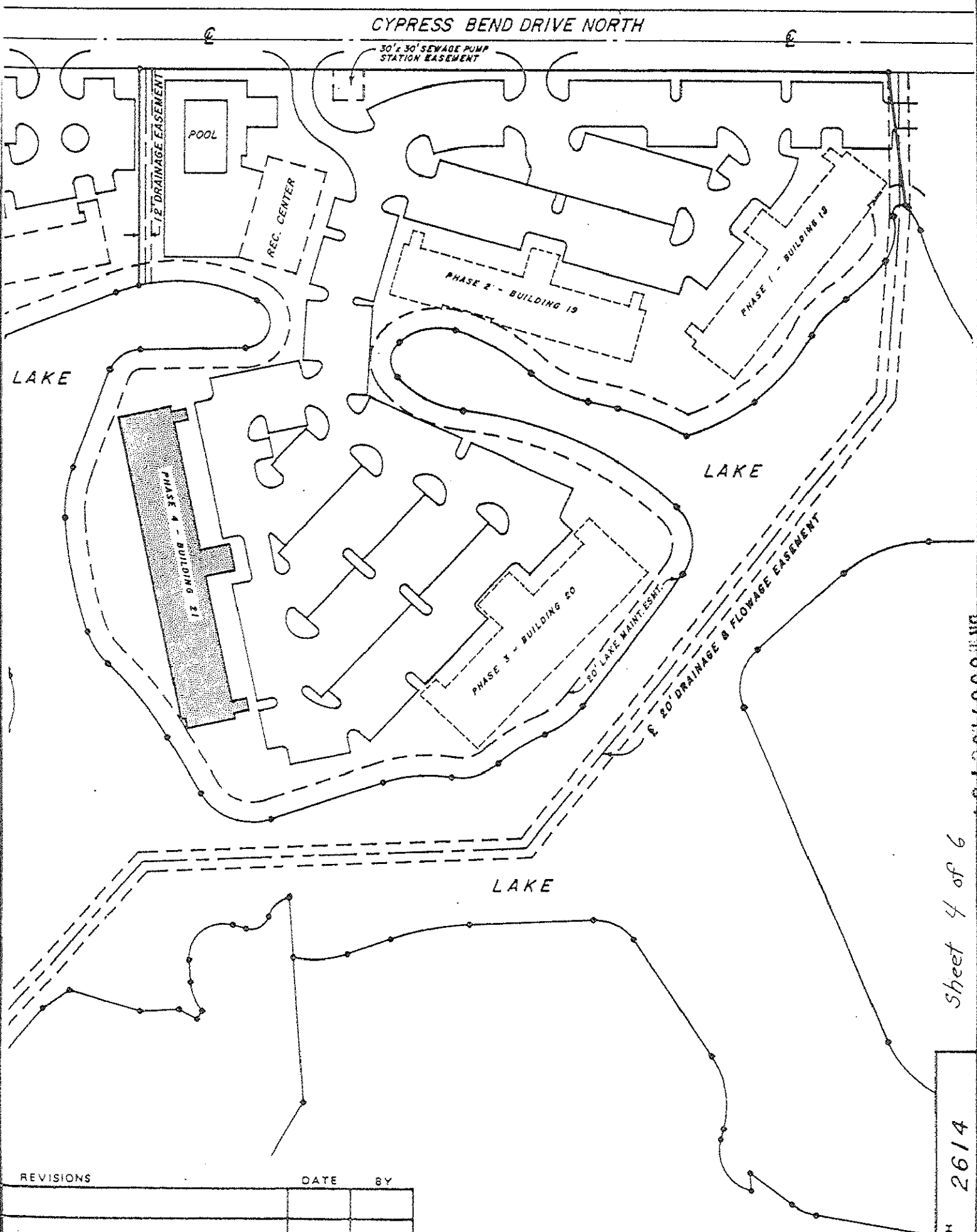
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CYPRESS BEND CONDOMINIUM VII
PHASE 4 - BUILDING 21

SCALE:
1" = 120'



DKP-6-8-87 PC0781

Sheet 4 of 6

2614

REVISIONS	DATE	BY

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SETCH O.

EXHIBIT "B-4" TO THE DECLARATION OF CONDOMINIUM OF
 CYPRESS BEND CONDOMINIUM VII PHASE 4

BK 6507 PG 0782

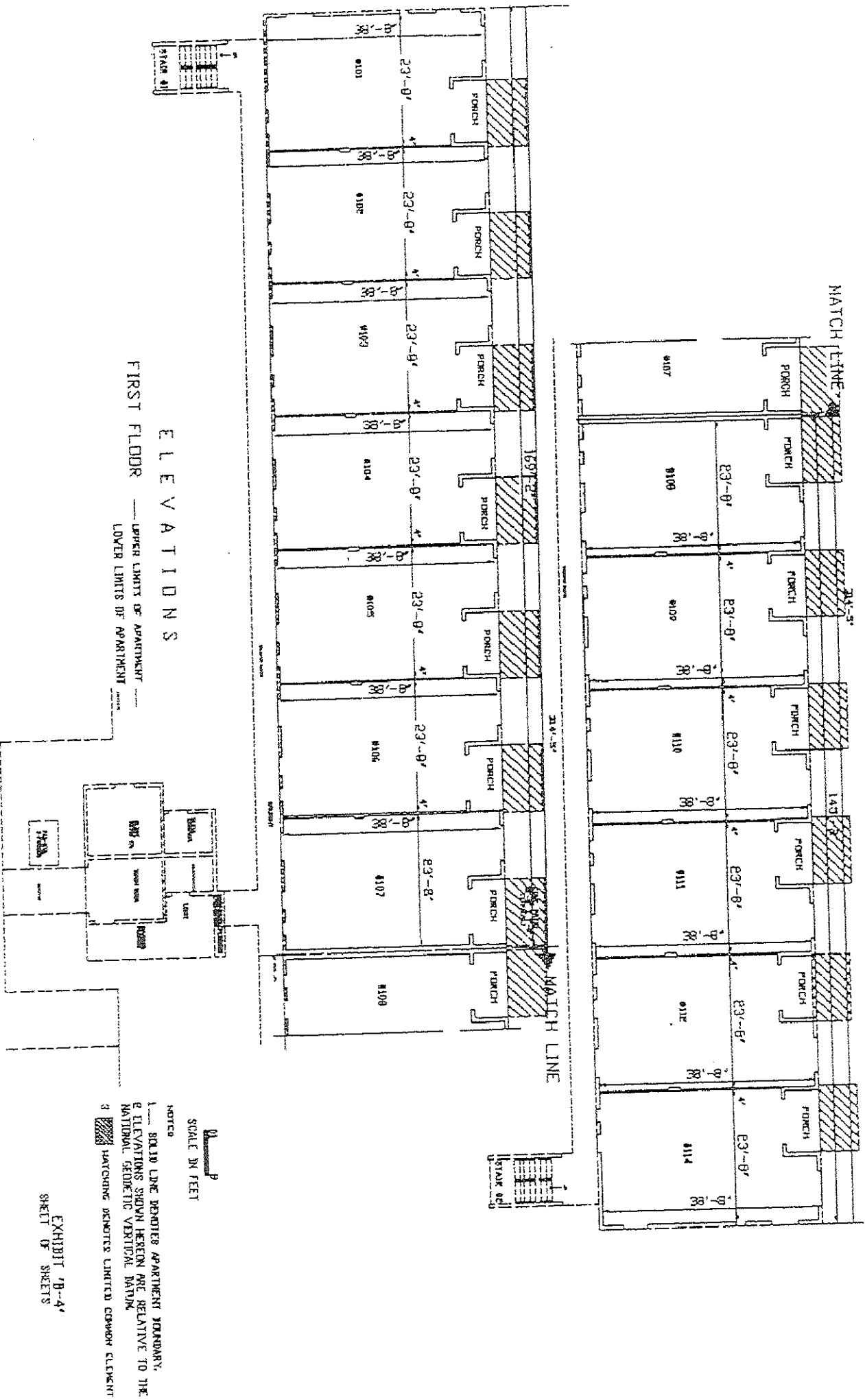
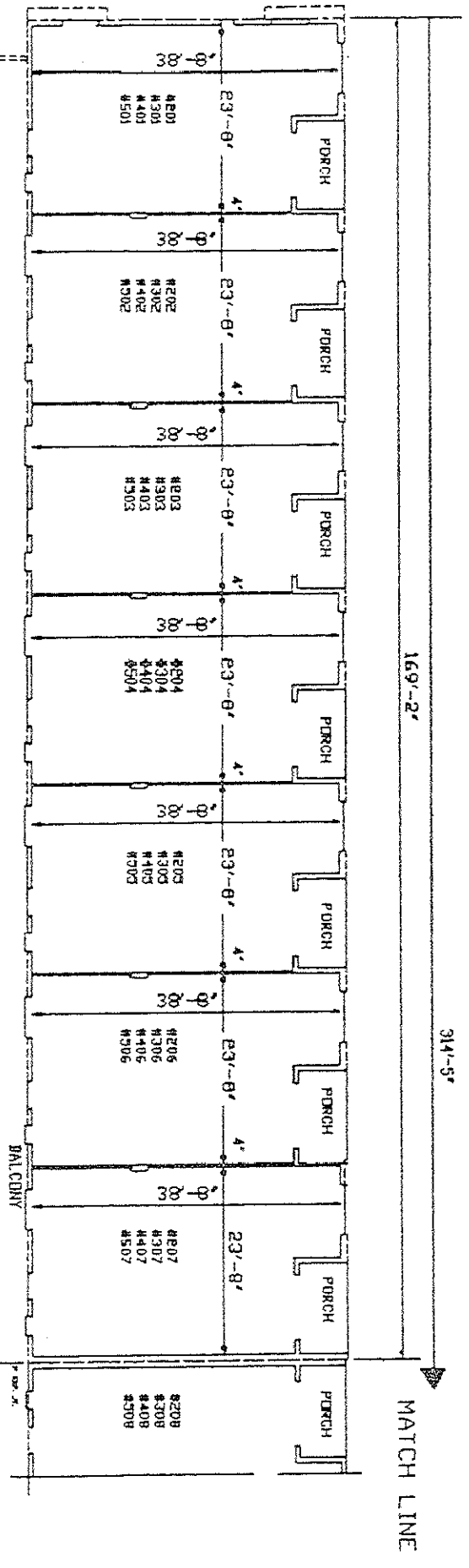
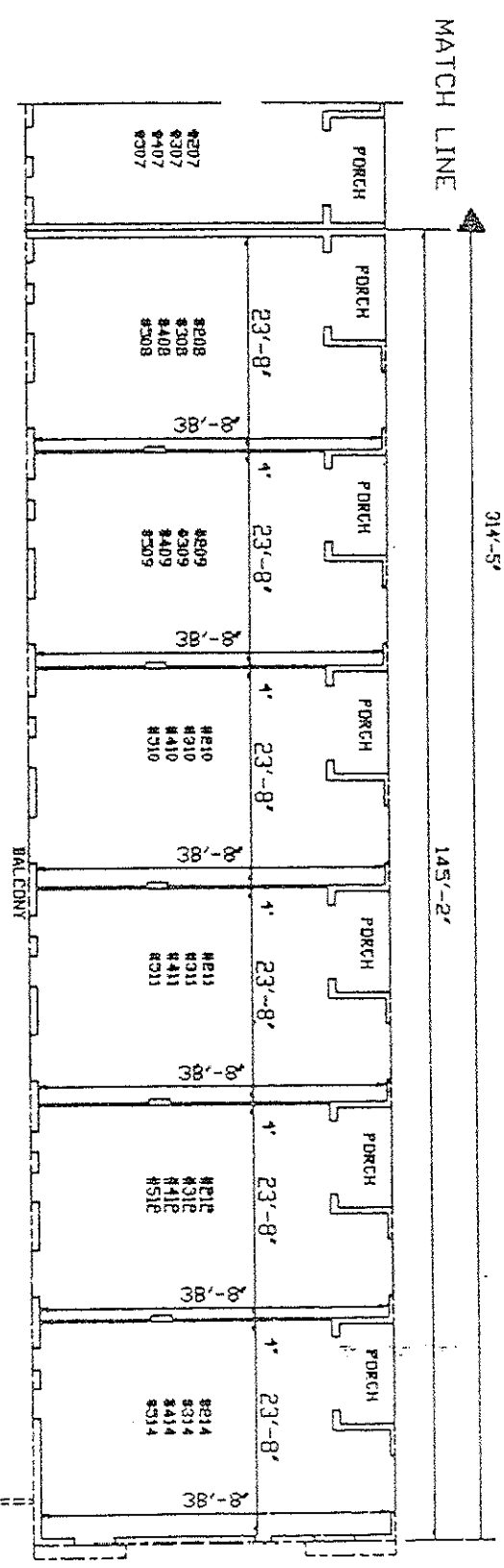


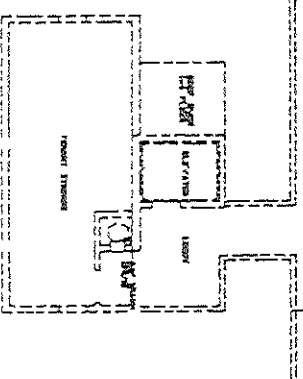
EXHIBIT "B-4"
 SHEET OF SHEETS

BK 6807PG0783 EXHIBIT "B-4" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII PHASE 4



ELEVATIONS

- SECOND FLOOR — UPPER LIMITS OF APARTMENT
- LOWER LIMITS OF APARTMENT
- THIRD FLOOR — UPPER LIMITS OF APARTMENT
- LOWER LIMITS OF APARTMENT
- FOURTH FLOOR — UPPER LIMITS OF APARTMENT
- LOWER LIMITS OF APARTMENT
- FIFTH FLOOR — UPPER LIMITS OF APARTMENT
- LOWER LIMITS OF APARTMENT



NOTES
 1. SOLID LINE DENOTES APARTMENT BOUNDARY
 2. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM

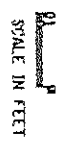


EXHIBIT B-5

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 5

CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 5 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK116507P00784



CCL CONSULTANTS, INC.
ENGINEERS • SURVEYORS • PLANNERS



POMPANO BEACH OFFICE

2200 Park Central Blvd, N., Suite 100
(305) 974-2200

VERO BEACH OFFICE

664 Azalea Lane, Suite C-2
(305) 231-4127

CYPRESS BEND CONDOMINIUM VII
PHASE 5 - BUILDING 22

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 915.31 FEET; THENCE SOUTH 04°10'52" WEST FOR 189.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°48'22" EAST FOR 74.83 FEET; THENCE SOUTH 82°11'38" WEST FOR 14.52 FEET; THENCE SOUTH 07°48'22" EAST FOR 2.50 FEET; THENCE SOUTH 82°11'38" WEST FOR 228.15 FEET; THENCE NORTH 07°48'22" WEST FOR 77.33 FEET; THENCE NORTH 82°11'38" EAST FOR 22.33 FEET; THENCE SOUTH 07°48'22" EAST FOR 12.66 FEET; THENCE NORTH 82°11'38" EAST FOR 81.84 FEET; THENCE NORTH 07°48'22" WEST FOR 34.00 FEET; THENCE NORTH 82°11'38" EAST FOR 46.08 FEET; THENCE SOUTH 07°48'22" EAST FOR 34.00 FEET; THENCE NORTH 82°11'38" EAST FOR 70.09 FEET; THENCE NORTH 07°48'22" WEST FOR 12.66 FEET; THENCE NORTH 82°11'38" EAST FOR 22.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.408 ACRES MORE OR LESS.

BK 104 PG 20

Sheet 2 of 7

REVISIONS	DATE	BY

DATE	DRAWN BY	CHECKED BY	FIELD BOOK
6-22-88	M.D.		

SKETCH NO. 2614



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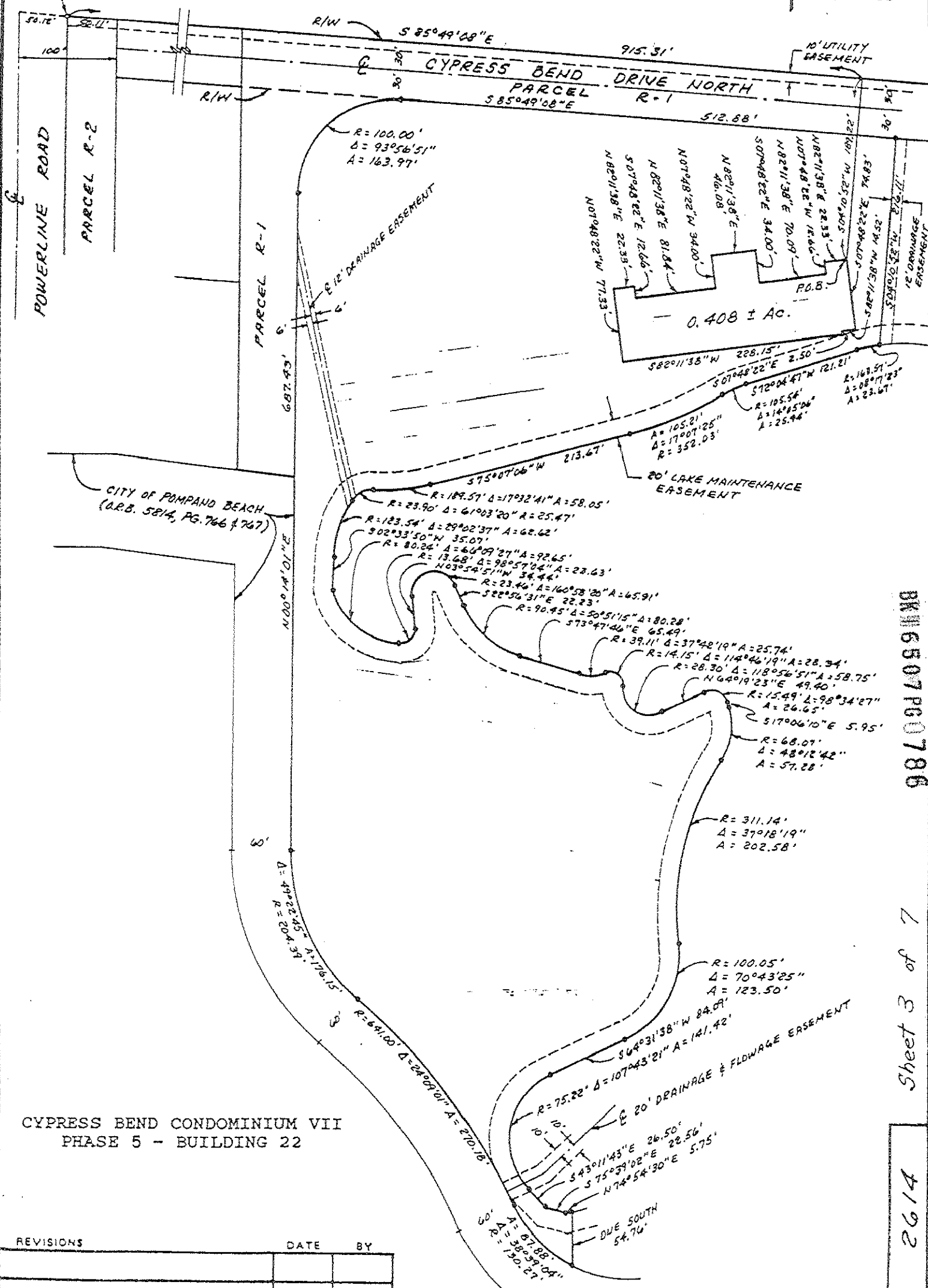
POMPANO BEACH OFFICE

VERO BEACH OFFICE

R.O.C. 2200 Park Central Blvd, N., Suite 100
N.W. CORNER
PARCEL R-2 (305) 974-2200

684 Azalea Lane, Suite C-2
(305) 231-4127

Scale:
1" = 120'



CYPRESS BEND CONDOMINIUM VII
PHASE 5 - BUILDING 22

BK 6507 PG 0786

Sheet 3 of 7

2614

SKETCH NO.

REVISIONS	DATE	BY

DATE 6-22-88

DRAWN BY M.D.

CHECKED BY

FIELD BOOK



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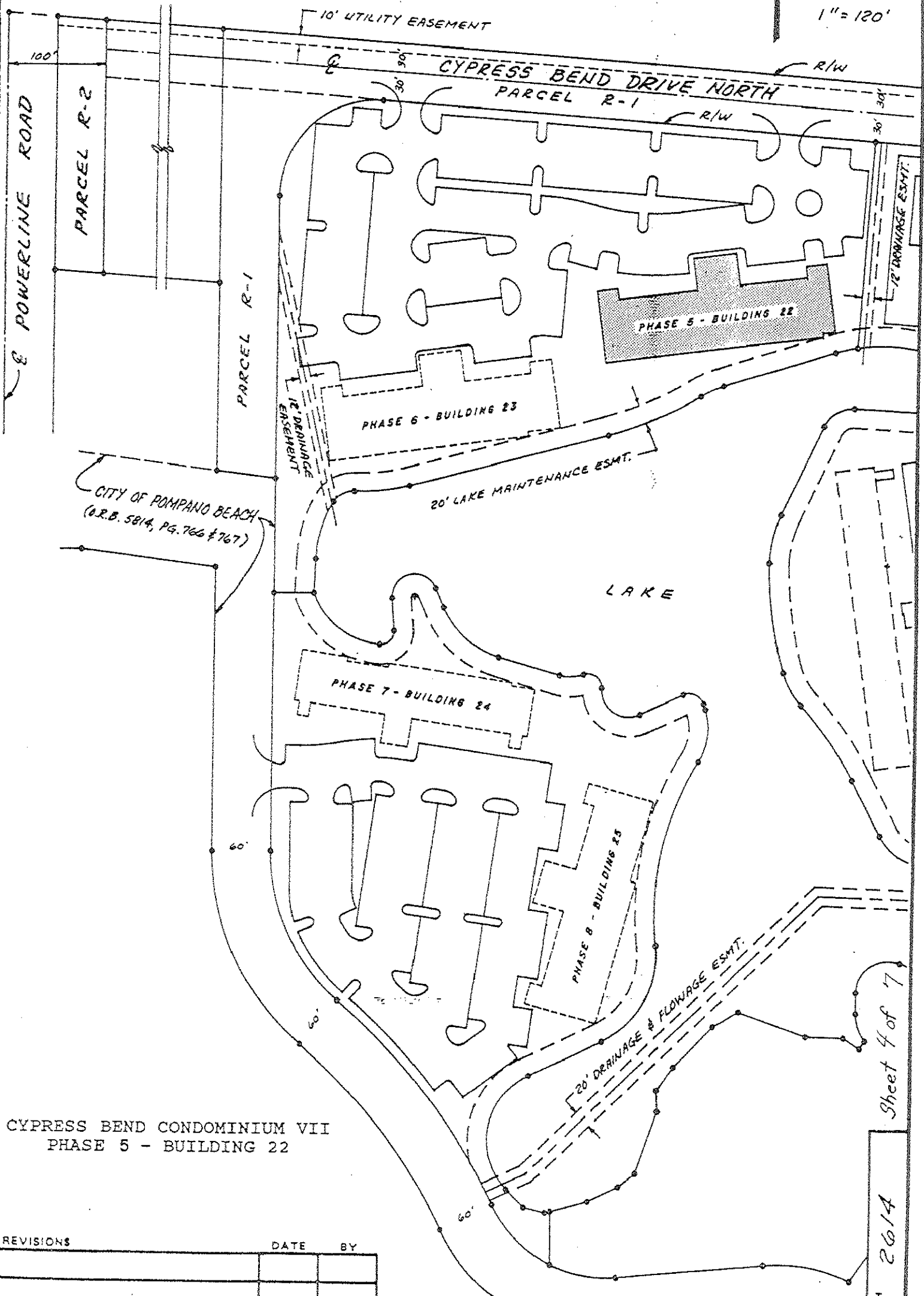
POMPANO BEACH OFFICE

2200 Park Central Blvd, N., Suite 100
(305) 974-2200

VERO BEACH OFFICE

664 Azalea Lane, Suite C-2
(305) 231-4127

Scale:
1" = 120'



D.M. 0501/PG0787

CYPRESS BEND CONDOMINIUM VII
PHASE 5 - BUILDING 22

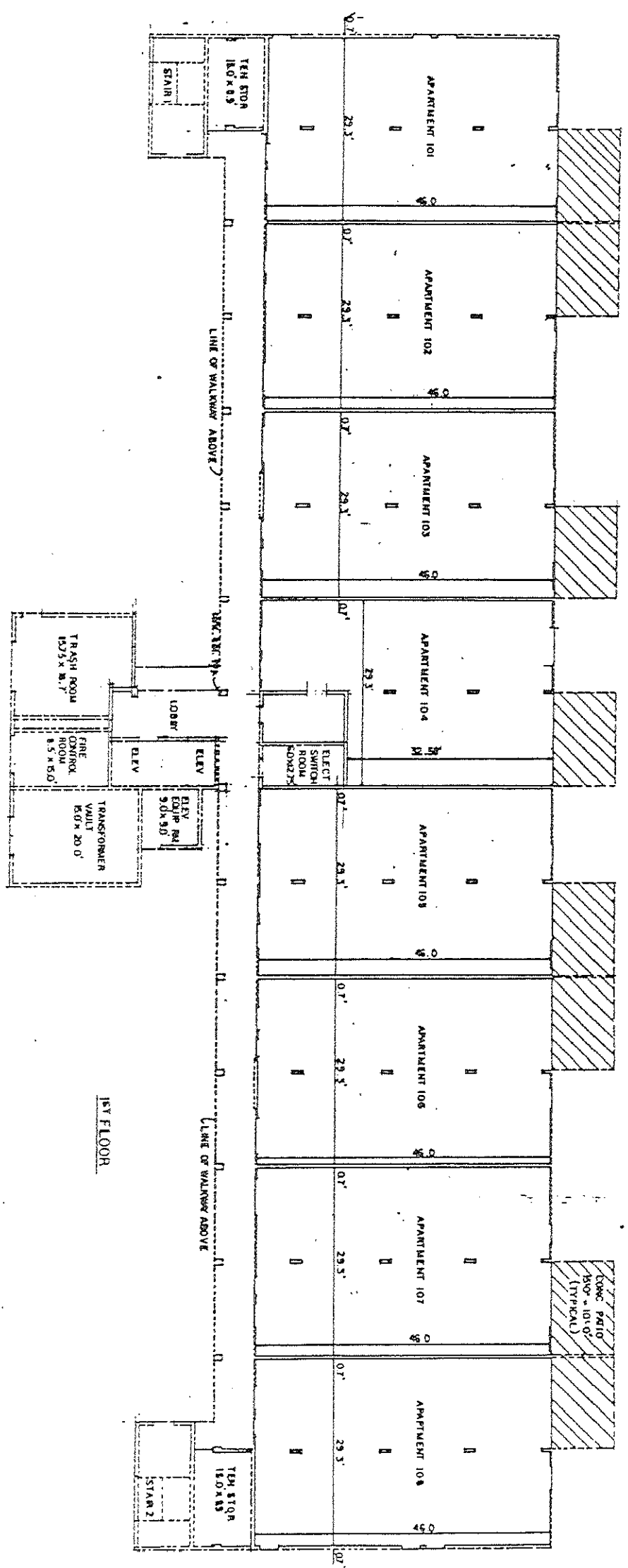
REVISIONS	DATE	BY

DATE 6-22-88 DRAWN BY M.D. CHECKED BY FIELD BOOK

2614 Sheet 4 of 7 SKETCH NO.

EXHIBIT B5 TO THE DECLARATION OF CONDOMINIUM
 GYPPRESS BEND CONDOMINIUM VIII

PHASE 5



ELEVATIONS:

FIRST FLOOR — UPPER LIMITS OF APARTMENT
 LOWER LIMITS OF APARTMENT

- NOTES
- 1. SOLID LINE INDICATES APARTMENT BOUNDARY.
 - 2. DASHED LINE INDICATES BOUNDARY OF COMMON ELEMENT.
 - 3. ELEVATIONS SHOWN BETWEEN ARE RELATIVE TO THE NATIONAL MEASURED VERTICAL DATUM.
 - 4. HATCHING INDICATES LIMITED COMMON ELEMENT.

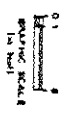
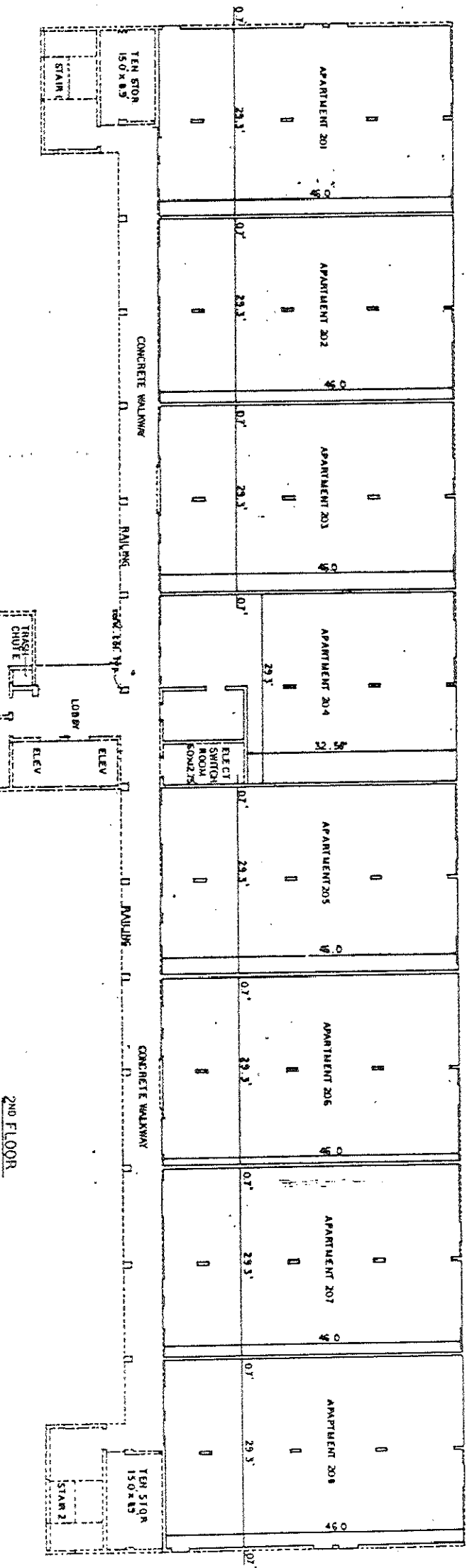


EXHIBIT B5 TO THE DECLARATION OF CONDOMINIUM
 GYPPRESS BEND CONDOMINIUM VIII

PHASE 5



ELEVATIONS

SECOND FLOOR - UPPER LIMITS OF APARTMENT
 LOWER LIMITS OF APARTMENT

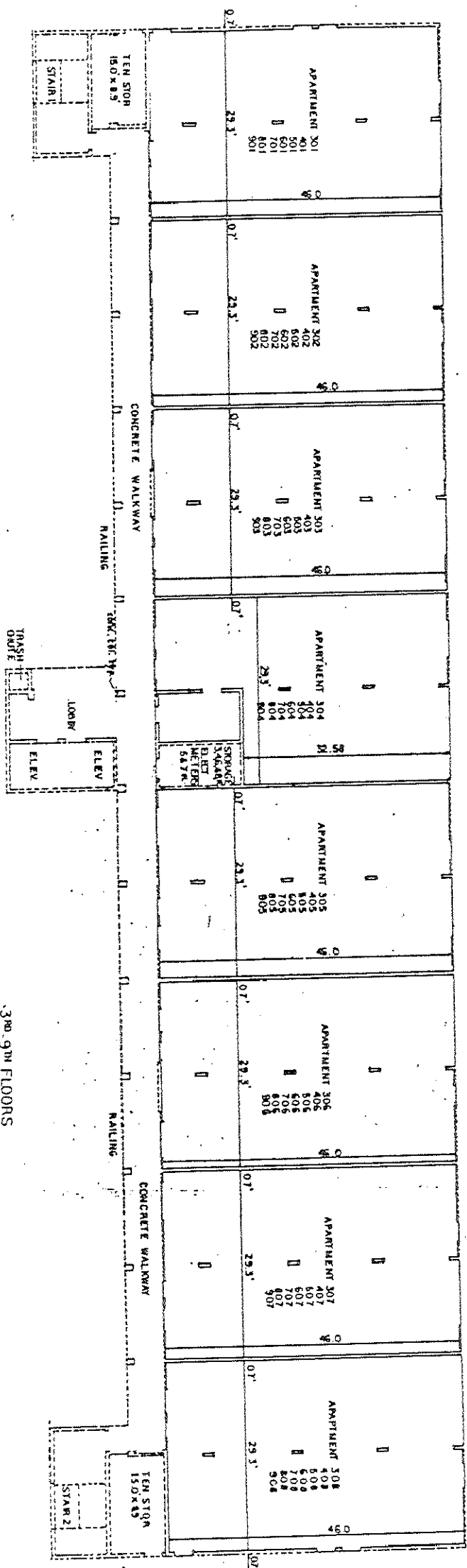
2ND FLOOR

NOTES
 1. SOLID LINE INDICATES APARTMENT BOUNDARY.
 2. DASHED LINE INDICATES BOUNDARY OF COMMON ELEMENTS.
 3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM.



EXHIBIT B5 TO THE DECLARATION OF CONDOMINIUM
CYPRESS BEND CONDOMINIUM VIII

PHASE 5



ELEVATIONS

- NINTH FOUR — UPPER LIMITS OF APARTMENT
- THIRD FLOOR — UPPER LIMITS OF APARTMENT
- FOURTH FLOOR — UPPER LIMITS OF APARTMENT
- FIFTH FLOOR — UPPER LIMITS OF APARTMENT
- SIXTH FLOOR — UPPER LIMITS OF APARTMENT
- SEVENTH FLOOR — UPPER LIMITS OF APARTMENT
- EIGHTH FLOOR — UPPER LIMITS OF APARTMENT

NOTES
 1. ROOM DIMENSIONS APARTMENT BOUNDARY
 2. ROOM DIMENSIONS APARTMENT BOUNDARY OF COMMON ELEMENTS
 3. ELEVATIONS AND DIMENSIONS ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM



EXHIBIT B-6

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 6

CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 6 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK 6507PG0791



CCL CONSULTANTS, INC.
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POMPANO BEACH OFFICE

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(305) 974-2200

VERO BEACH OFFICE

664 Azalea Lane, Suite C-2
(305) 231-4127

CYPRESS BEND CONDOMINIUM VII
PHASE 6 - BUILDING 23

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 639.84 FEET; THENCE SOUTH 04°10'52" WEST FOR 315.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°48'22" EAST FOR 73.33 FEET; THENCE SOUTH 82°11'38" WEST FOR 33.66 FEET; THENCE SOUTH 07°48'22" EAST FOR 4.00 FEET; THENCE SOUTH 82°11'38" WEST FOR 209.01 FEET; THENCE NORTH 07°48'22" WEST FOR 77.33 FEET; THENCE NORTH 82°11'38" EAST FOR 22.33 FEET; THENCE SOUTH 07°48'22" EAST FOR 12.66 FEET; THENCE NORTH 82°11'38" EAST FOR 81.84 FEET; THENCE NORTH 07°48'22" WEST FOR 34.00 FEET; THENCE NORTH 82°11'38" EAST FOR 46.08 FEET; THENCE SOUTH 07°48'22" EAST FOR 34.00 FEET; THENCE NORTH 82°11'38" EAST FOR 70.09 FEET; THENCE NORTH 07°48'22" WEST FOR 12.66 FEET; THENCE NORTH 82°11'38" EAST FOR 22.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.406 ACRES MORE OR LESS.

BK 6507 PG 0792

REVISIONS	DATE	BY
REVISED	7-11-88	M.D.

DATE	DRAWN BY	CHECKED BY	FIELD BOOK
6-22-88	M.D.		

Sheet 2 of 7

SKETCH NO. 4192



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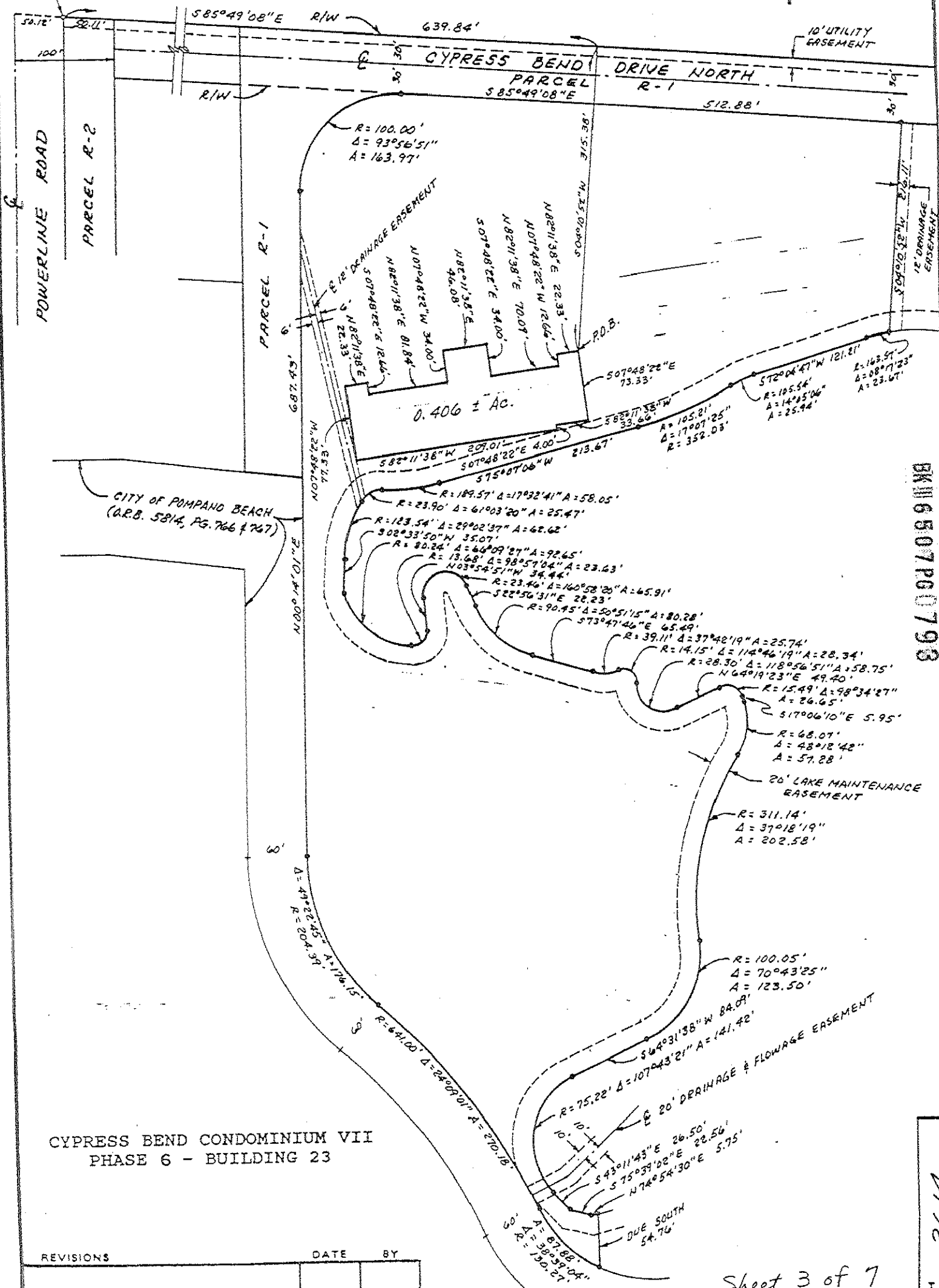
POMPANO BEACH OFFICE

VERO BEACH OFFICE

F.O.C. 2200 Park Central Blvd, N., Suite 100
N.W. CORNER
PARCEL R-2
(305) 974-2200

664 Azalea Lane, Suite C-2
(305) 231-4127

Scale:
1" = 120'



EM 6507P0793

CYPRESS BEND CONDOMINIUM VII
PHASE 6 - BUILDING 23

REVISIONS	DATE	BY

DATE	6-22-88	DRAWN BY	M.D.	CHECKED BY		FIELD BOOK	
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Sheet 3 of 7

2614
SKETCH NO.



CCL CONSULTANTS, INC.

ENGINEERS • SURVEYORS • PLANNERS



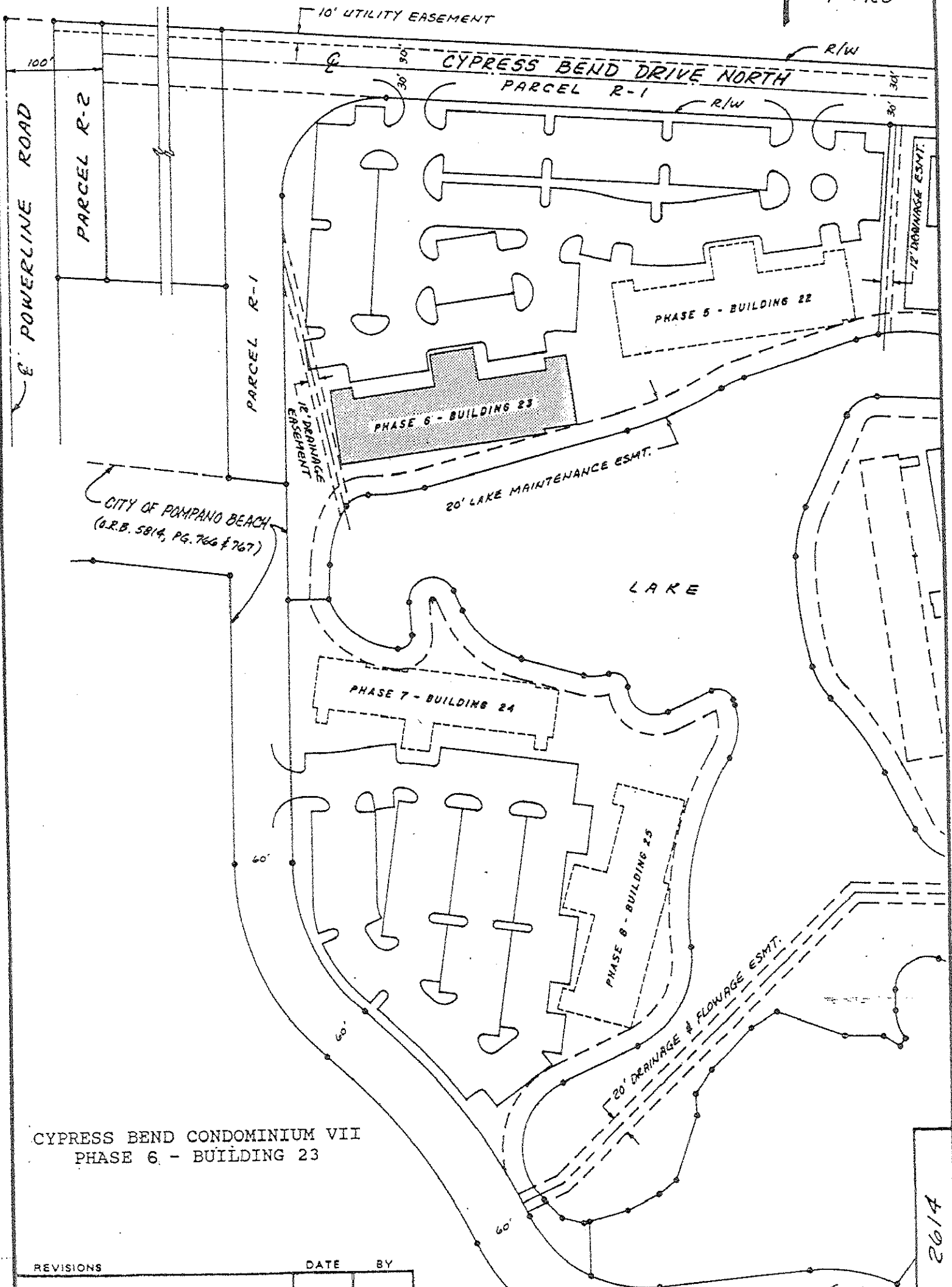
POMPANO BEACH OFFICE

2200 Park Central Blvd, N., Suite 100
(305) 974-2200

VERO BEACH OFFICE

664 Azalea Lane, Suite C-2
(305) 231-4127

Scale:
1" = 120'



CITY OF POMPANO BEACH
(O.R.B. 5814, PG. 766 & 767)

CYPRESS BEND CONDOMINIUM VII
PHASE 6 - BUILDING 23

REVISIONS	DATE	BY

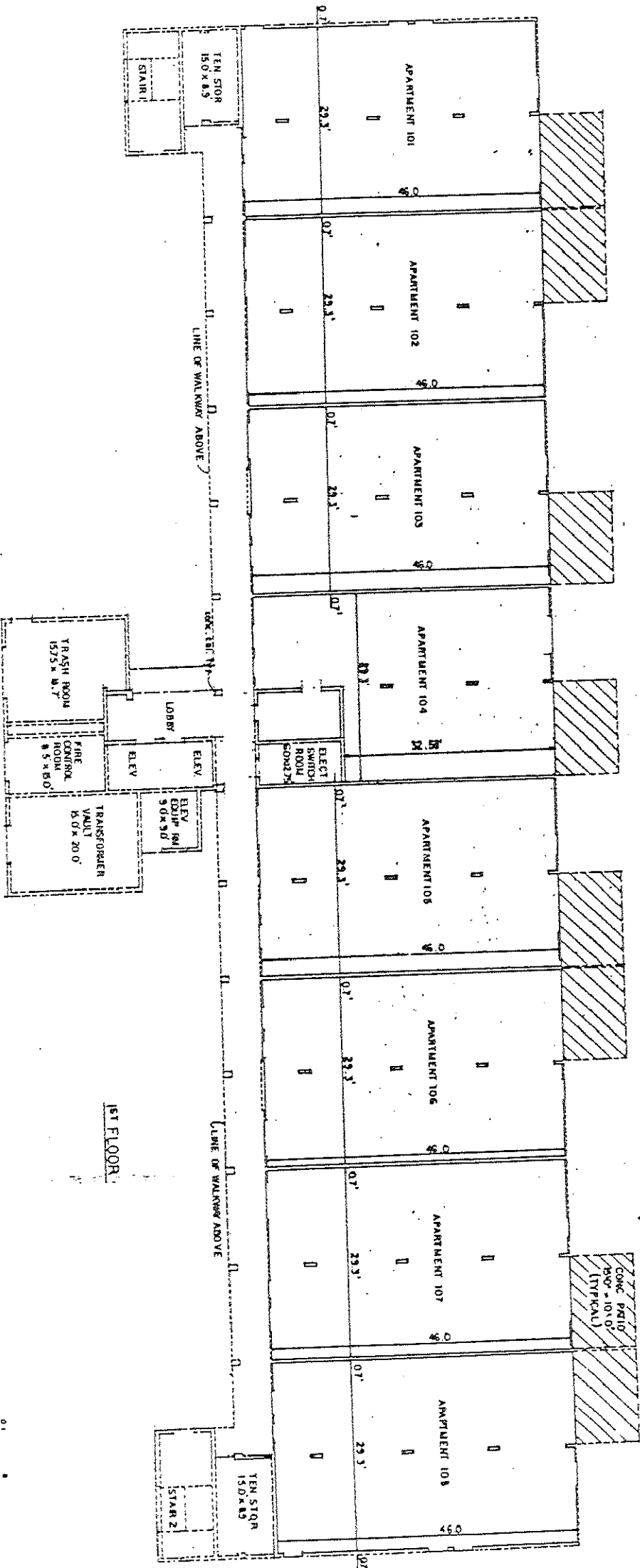
DATE 6-22-88 DRAWN BY M.D. CHECKED BY FIELD BOOK

Sheet 4 of 7

SKETCH NO. 2614

EXHIBIT B6 TO THE DECLARATION OF CONDOMINIUM
 CYPRESS BEND CONDOMINIUM VIII

PHASE 6



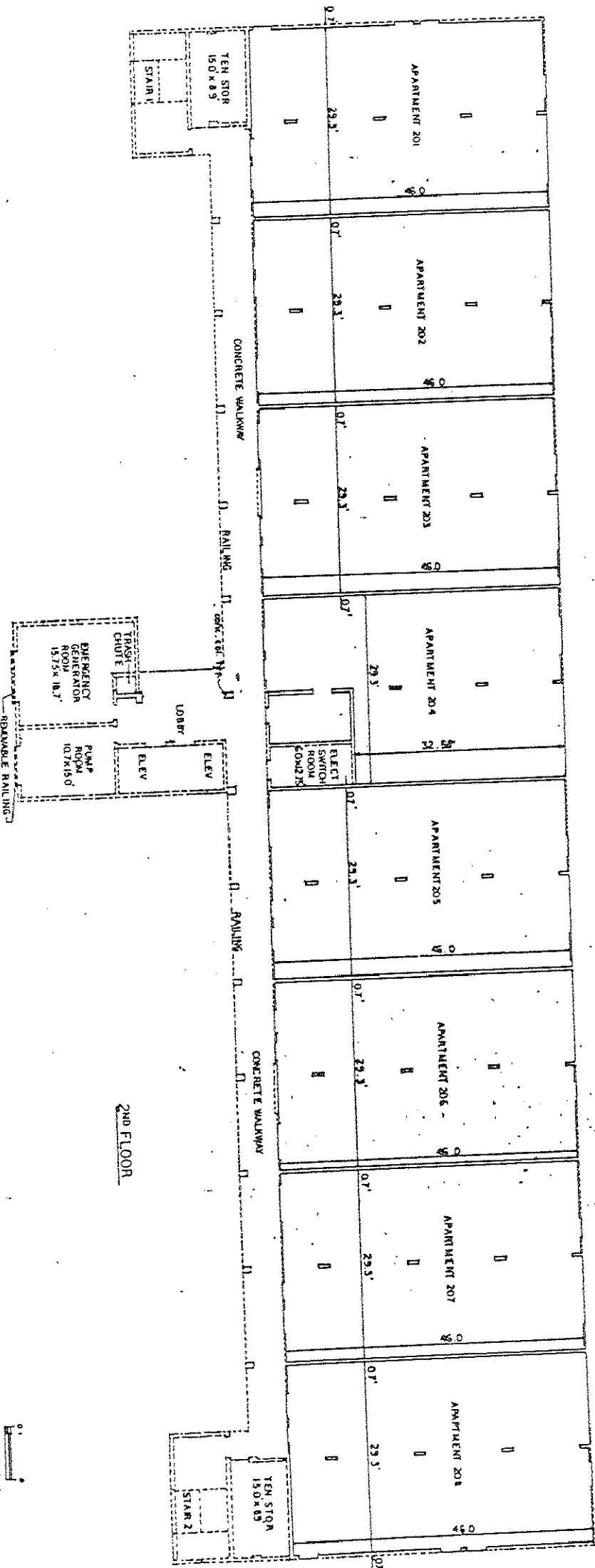
ELEVATIONS
 FIRST FLOOR — UPPER LIMITS OF APARTMENT
 LOWER LIMITS OF APARTMENT

NOTES
 1. SOLID LINE DESIGNATES APARTMENT BOUNDARY
 2. DASHED LINE DESIGNATES BOUNDARY OF COMMON ELEMENTS
 3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM
 4. 222/SHANCHING IMMOBILES LIMITED COMMON ELEMENT



EXHIBIT B6 TO THE DECLARATION OF CONDOMINIUM
GYPPRESS BEND CONDOMINIUM VIII

PHASE 6



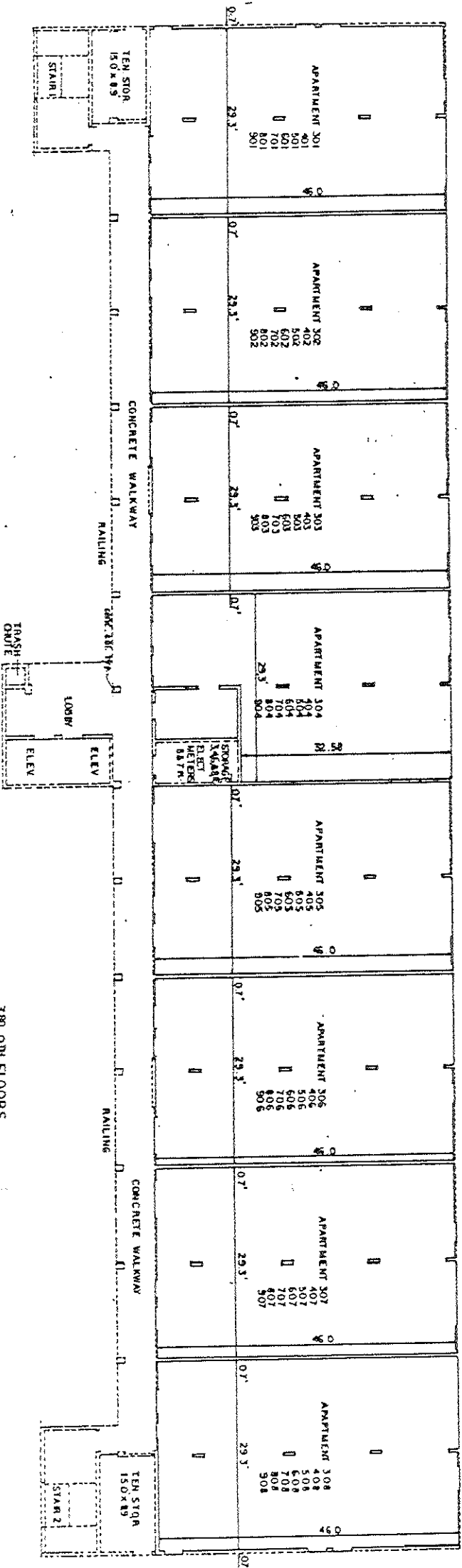
ELEVATIONS
 SECOND FLOOR -- UPPER LIMITS OF APARTMENT
 LOWER LIMITS OF APARTMENT

NOTES
 1. SOLID LINE DENOTES APARTMENT EQUIPMENT
 2. DASHED LINE DENOTES APARTMENT OR COMMON ELEMENTS
 3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE
 NATIONAL GEODETIC VERTICAL DATUM



EXHIBIT B6 TO THE DECLARATION OF CONDOMINIUM
 GYPPRESS BEND CONDOMINIUM VIII

PHASE 6



3RD, 9TH FLOORS

ELEVATIONS

- NINTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- THIRD FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- FOURTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- FIFTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- SIXTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- SEVENTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
- EIGHTH FLOOR
 - UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT

NOTES
 1. SOLID LINE INDICATES APARTMENT BOUNDARY
 2. DASHED LINE INDICATES BOUNDARY OF COMMON ELEMENTS
 3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM

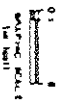


EXHIBIT B-7

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 7

CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 7 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK 6807 PG 0798



CCL CONSULTANTS, INC.
ENGINEERS • SURVEYORS • PLANNERS



POMPANO BEACH OFFICE

2200 Park Central Blvd, N. , Suite 100
(305) 974-2200

VERO BEACH OFFICE

664 Azalea Lane, Suite C-2
(305) 231-4127

CYPRESS BEND CONDOMINIUM VII
PHASE 7 - BUILDING 24

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 331.79 FEET; THENCE SOUTH 00°14'01" WEST FOR 642.87 FEET; THENCE SOUTH 89°45'59" EAST FOR 30.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°36'38" EAST FOR 49.08 FEET; THENCE SOUTH 08°23'22" WEST FOR 3.00 FEET; THENCE SOUTH 81°36'38" EAST FOR 42.74 FEET; THENCE NORTH 08°23'22" EAST FOR 3.00 FEET; THENCE SOUTH 81°36'38" EAST FOR 131.08 FEET; THENCE SOUTH 08°23'22" WEST FOR 3.00 FEET; THENCE SOUTH 81°36'38" EAST FOR 23.52 FEET; THENCE SOUTH 08°23'22" WEST FOR 50.50 FEET; THENCE NORTH 81°36'38" WEST FOR 5.50 FEET; THENCE SOUTH 08°23'22" WEST FOR 15.38 FEET; THENCE NORTH 81°36'38" WEST FOR 11.33 FEET; THENCE NORTH 08°23'22" EAST FOR 15.38 FEET; THENCE NORTH 81°36'38" WEST FOR 105.25 FEET; THENCE SOUTH 08°23'22" WEST FOR 30.33 FEET; THENCE NORTH 81°36'38" WEST FOR 28.42 FEET; THENCE NORTH 08°23'22" EAST FOR 30.33 FEET; THENCE NORTH 81°36'38" WEST FOR 79.09 FEET; THENCE SOUTH 08°23'22" WEST FOR 15.38 FEET; THENCE NORTH 81°36'38" WEST FOR 11.33 FEET; THENCE NORTH 08°23'22" EAST FOR 15.38 FEET; THENCE NORTH 81°36'38" WEST FOR 5.50 FEET; THENCE NORTH 08°23'22" EAST FOR 53.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.326 ACRES MORE OR LESS.

BR 6507 PC 0799

Sheet 2 of 5

REVISIONS	DATE	BY	DATE	DRAWN BY	CHECKED BY	FIELD BOOK
			6-22-88	M.D.		

2614
SKETCH NO.



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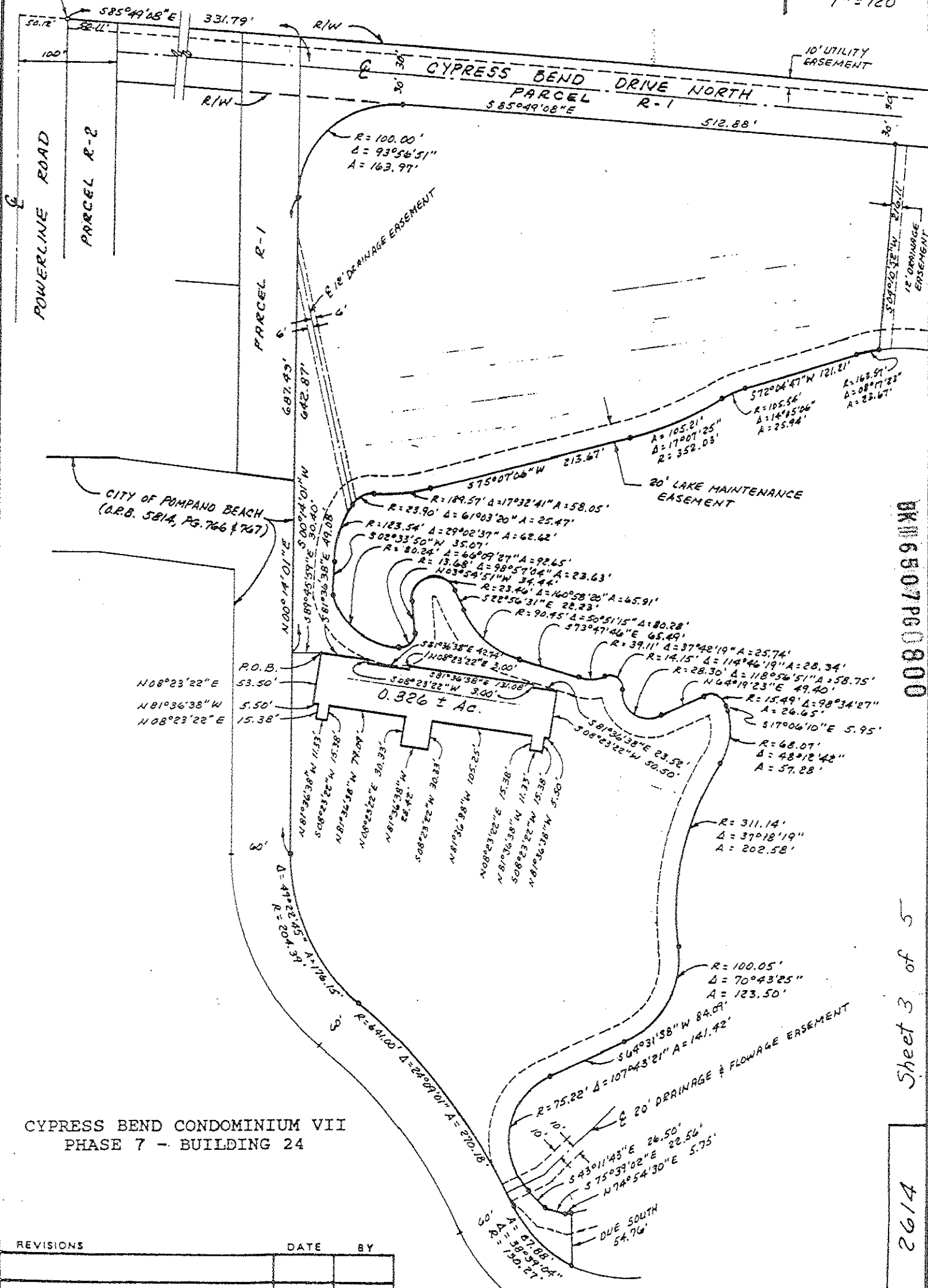
POMPANO BEACH OFFICE

VERO BEACH OFFICE

R.D.C. 2200 Park Central Blvd, N., Suite 100
N.W. CORNER PARCEL R-2 (305) 974-2200

664 Azalea Lane, Suite O-2
(305) 231-4127

Scale :
1" = 120'



BK 6507P60800

Sheet 3 of 5

2614

SKETCH NO.

CYPRESS BEND CONDOMINIUM VII
PHASE 7 - BUILDING 24

REVISIONS	DATE	BY

DATE	6-22-88	DRAWN BY	M.D.	CHECKED BY		FIELD BOOK	
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6507P60801



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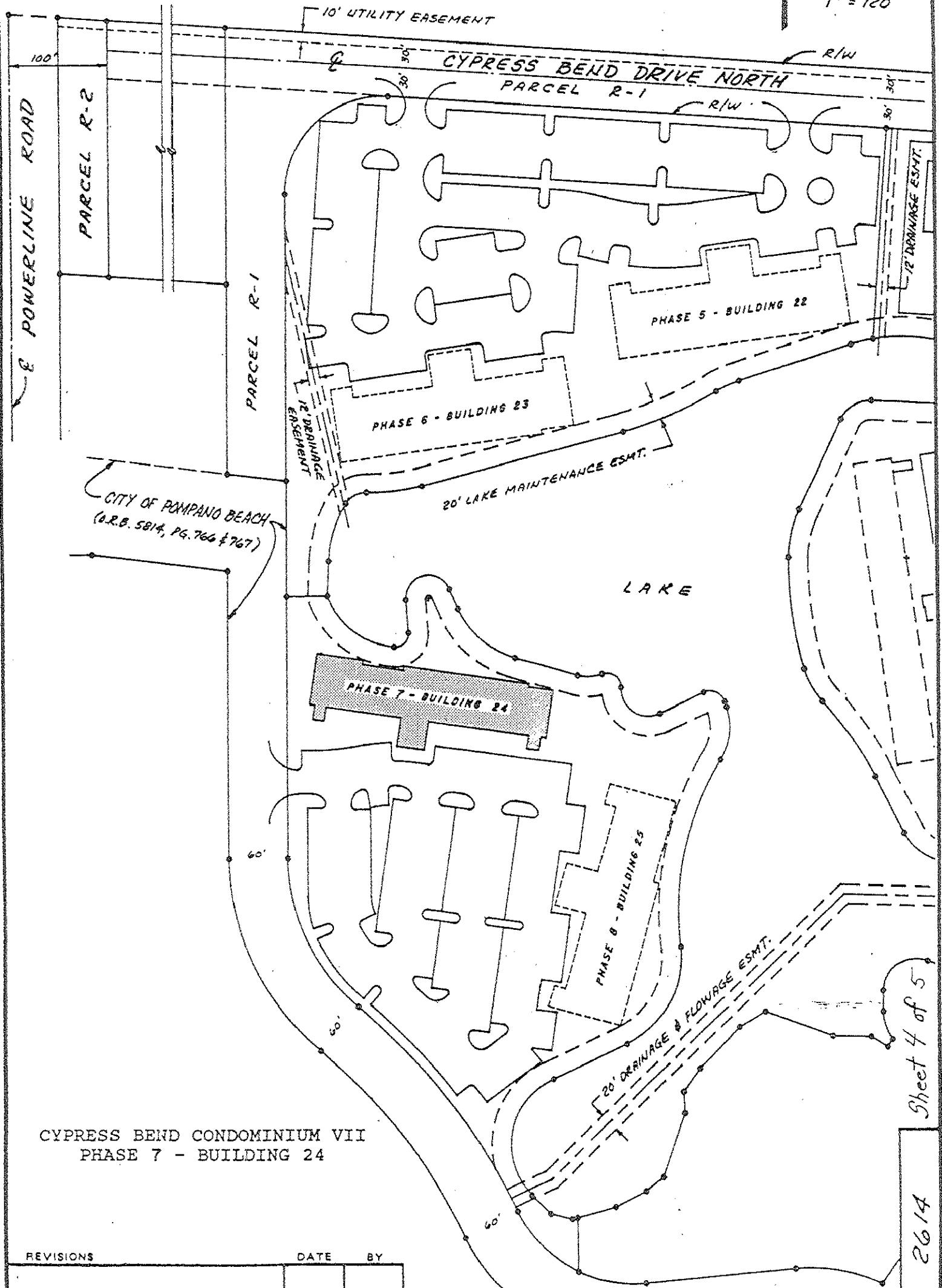
POMPANO BEACH OFFICE

2200 Park Central Blvd, N., Suite 100
(305) 974-2200

VERO BEACH OFFICE

664 Azalea Lane, Suite C-2
(305) 231-4127

Scale:
1" = 120'



CYPRESS BEND CONDOMINIUM VII
PHASE 7 - BUILDING 24

Sheet 4 of 5

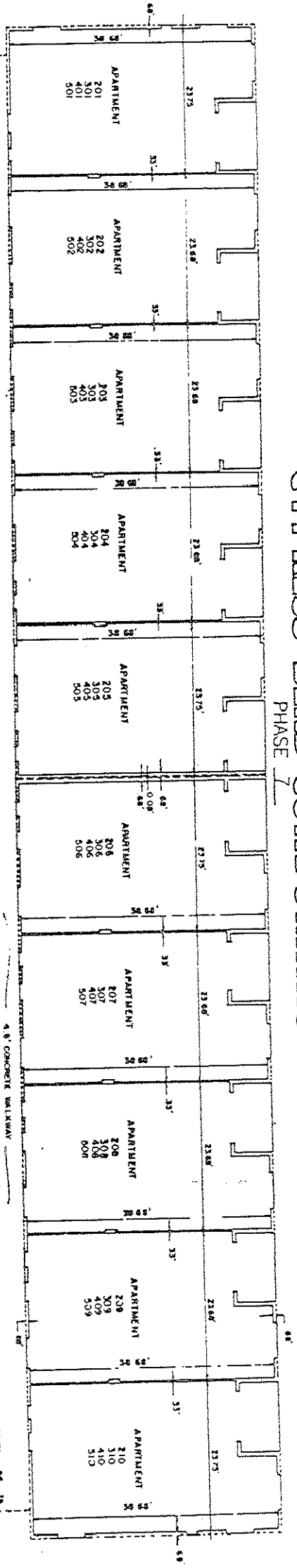
REVISIONS	DATE	BY

DATE	DRAWN BY	CHECKED BY	FIELD BOOK
6-22-88	M.D.		

2614
SKETCH NO.

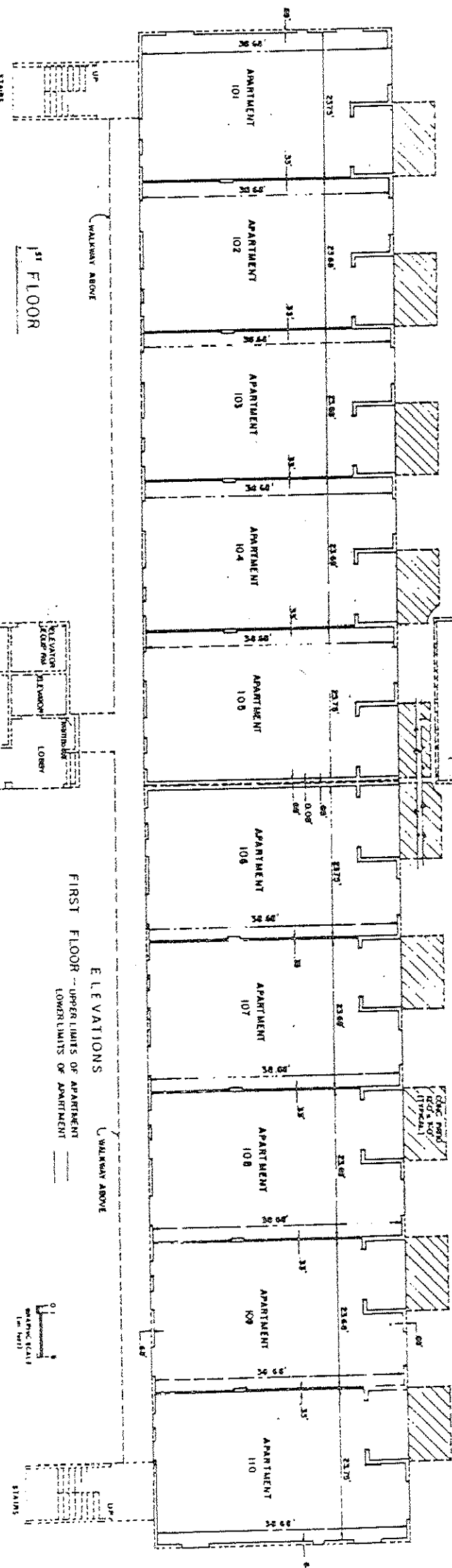
GYPPRESS BEND CONDOMINIUM VIII

PHASE 7



2nd-5th FLOORS

- ELEVATIONS
- SECOND FLOOR — UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
 - THIRD FLOOR — UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
 - FOURTH FLOOR — UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT
 - FIFTH FLOOR — UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT



1st FLOOR

- ELEVATIONS
- FIRST FLOOR — UPPER LIMITS OF APARTMENT
 - LOWER LIMITS OF APARTMENT

NOTES

1. 3/8" = 1' LINE DENOTES APARTMENT BOUNDARY
2. ELEVATIONS SHOWN ARE TO FINISH FLOOR AND CEILING TO THE CENTERLINE OF THE UNIT.
3. DIMENSIONS OF NOTES LISTED ON OTHER ELEMENTS

EXHIBIT B-8

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 8

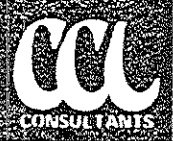
CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 8 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK 6507 Pg 0803



CCL CONSULTANTS, INC.
ENGINEERS • SURVEYORS • PLANNERS



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VERO BEACH OFFICE

664 Azalea Lane, Suite C-2
(305) 231-4127

CYPRESS BEND CONDOMINIUM VII
PHASE 8 - BUILDING 25

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 331.79 FEET; THENCE SOUTH 00°14'01" WEST FOR 777.53 FEET; THENCE SOUTH 89°45'59" EAST FOR 330.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°12'36" EAST FOR 71.83 FEET; THENCE SOUTH 15°47'24" WEST FOR 88.86 FEET; THENCE SOUTH 74°12'36" EAST FOR 5.50 FEET; THENCE SOUTH 15°47'24" WEST FOR 153.81 FEET; THENCE NORTH 74°12'36" WEST FOR 77.33 FEET; THENCE NORTH 15°47'24" EAST FOR 22.33 FEET; THENCE SOUTH 74°12'36" EAST FOR 12.66 FEET; THENCE NORTH 15°47'24" EAST FOR 81.84 FEET; THENCE NORTH 74°12'36" WEST FOR 34.00 FEET; THENCE NORTH 15°47'24" EAST FOR 46.08 FEET; THENCE SOUTH 74°12'36" EAST FOR 34.00 FEET; THENCE NORTH 15°47'24" EAST FOR 70.09 FEET; THENCE NORTH 74°12'36" WEST FOR 12.66 FEET; THENCE NORTH 15°47'24" EAST FOR 22.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.398 ACRES MORE OR LESS.

BK 104 PG 20

Sheet 2 of 7

2614

REVISIONS	DATE	BY
REVISED	7-11-88	M.D

DATE	DRAWN	CHECKED	FIELD
1-22-88	M.D		

SKETCH NO.



CCL CONSULTANTS, INC.
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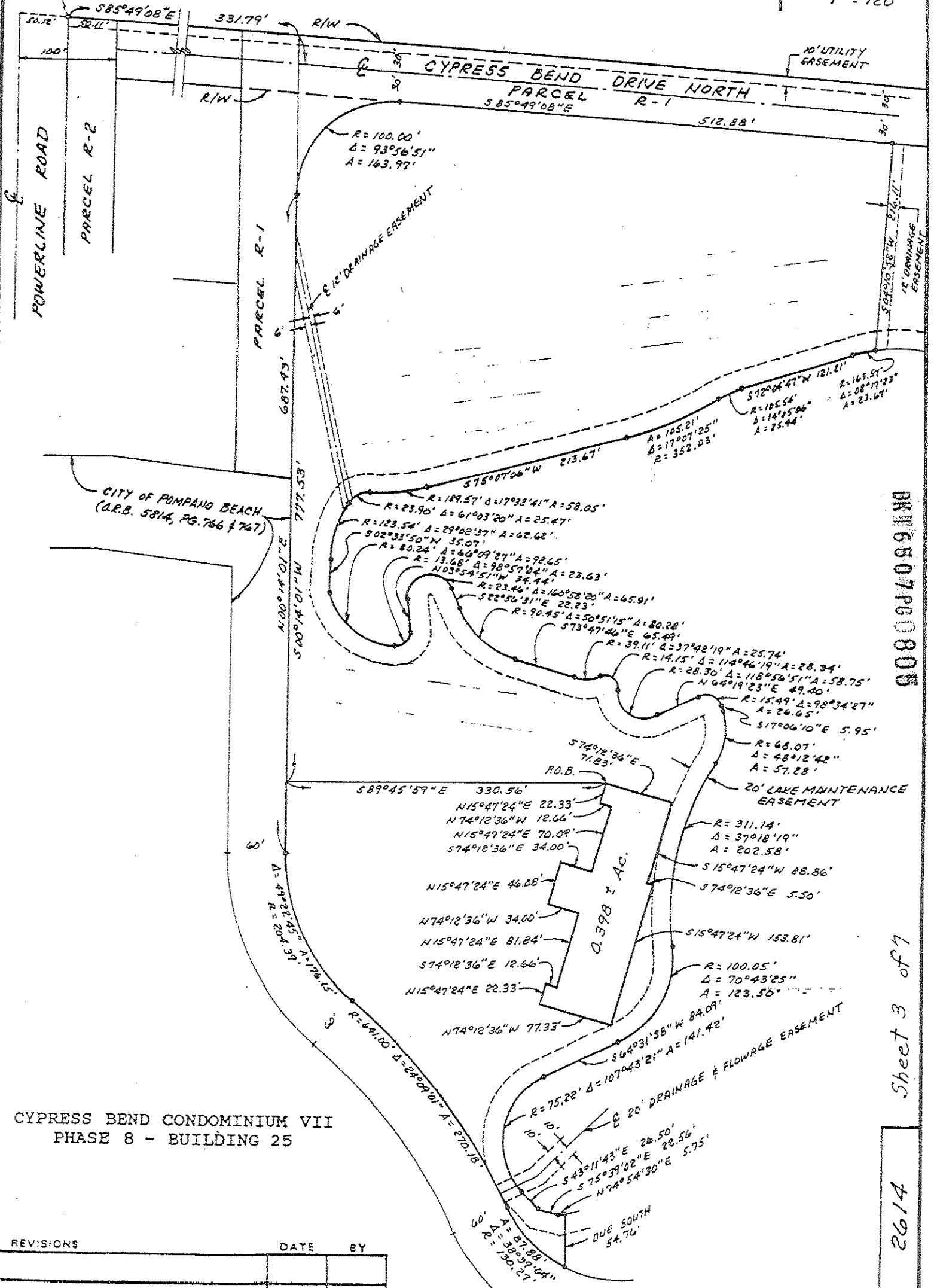
POMPANO BEACH OFFICE

VERO BEACH OFFICE

P.O.C. 2200 Park Central Blvd, N., Suite 100
N.W. CORNER
PARCEL R-2
(305) 974-2200

664 Azalea Lane, Suite C-2
(305) 231-4127

Scale:
1" = 120'



DK 6507 PG 0805

Sheet 3 of 7

2614

CYPRESS BEND CONDOMINIUM VII
PHASE 8 - BUILDING 25

REVISIONS	DATE	BY

DATE	6-22-88	DRAWN BY	M.D.	CHECKED BY		FIELD BOOK	
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KETCH IO.



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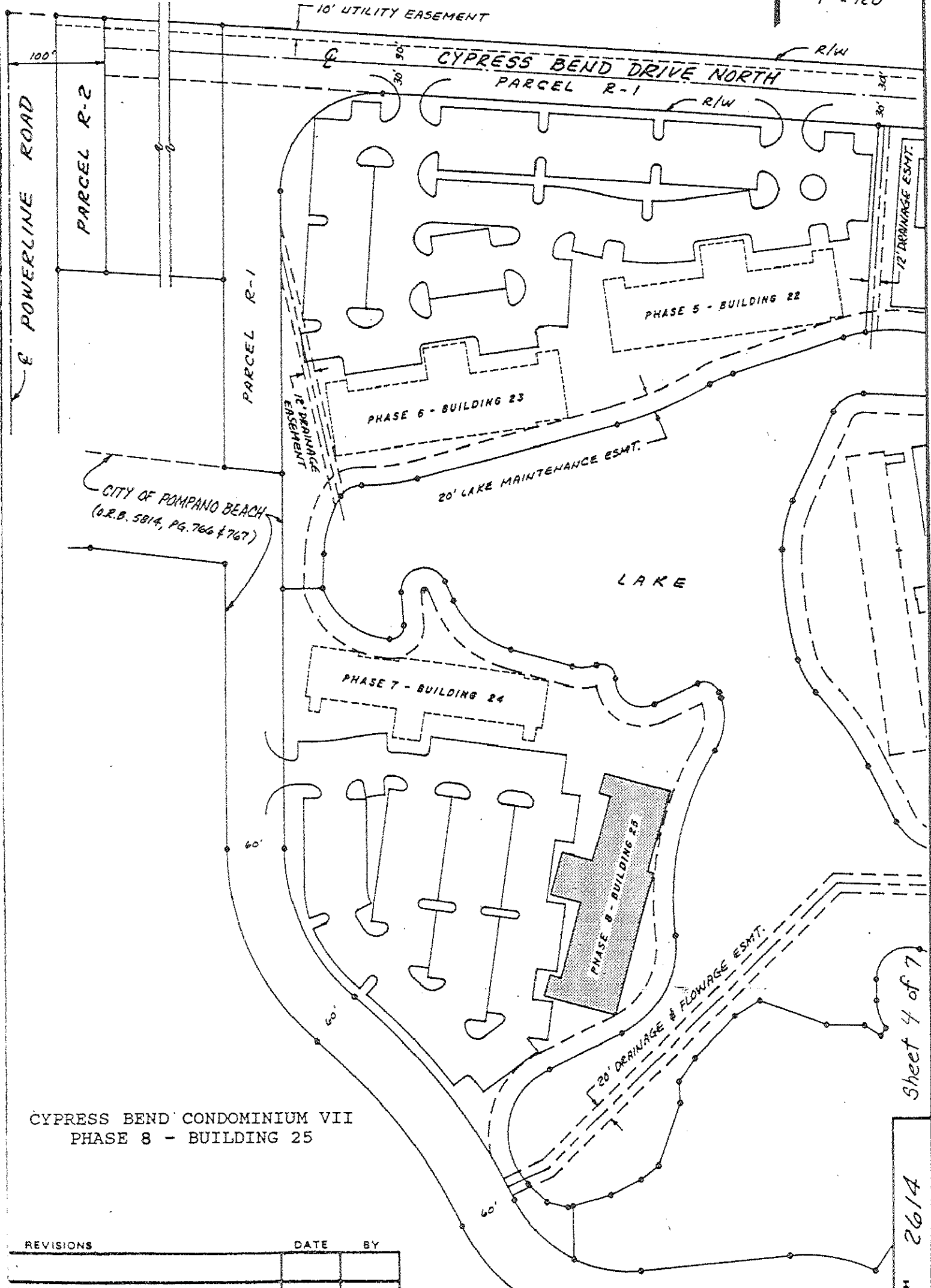
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Scale:
1" = 120'



CITY OF POMPANO BEACH
(O.R.B. 5814, PG. 766 & 767)

CYPRESS BEND CONDOMINIUM VII
PHASE 8 - BUILDING 25

Sheet 4 of 7

2614

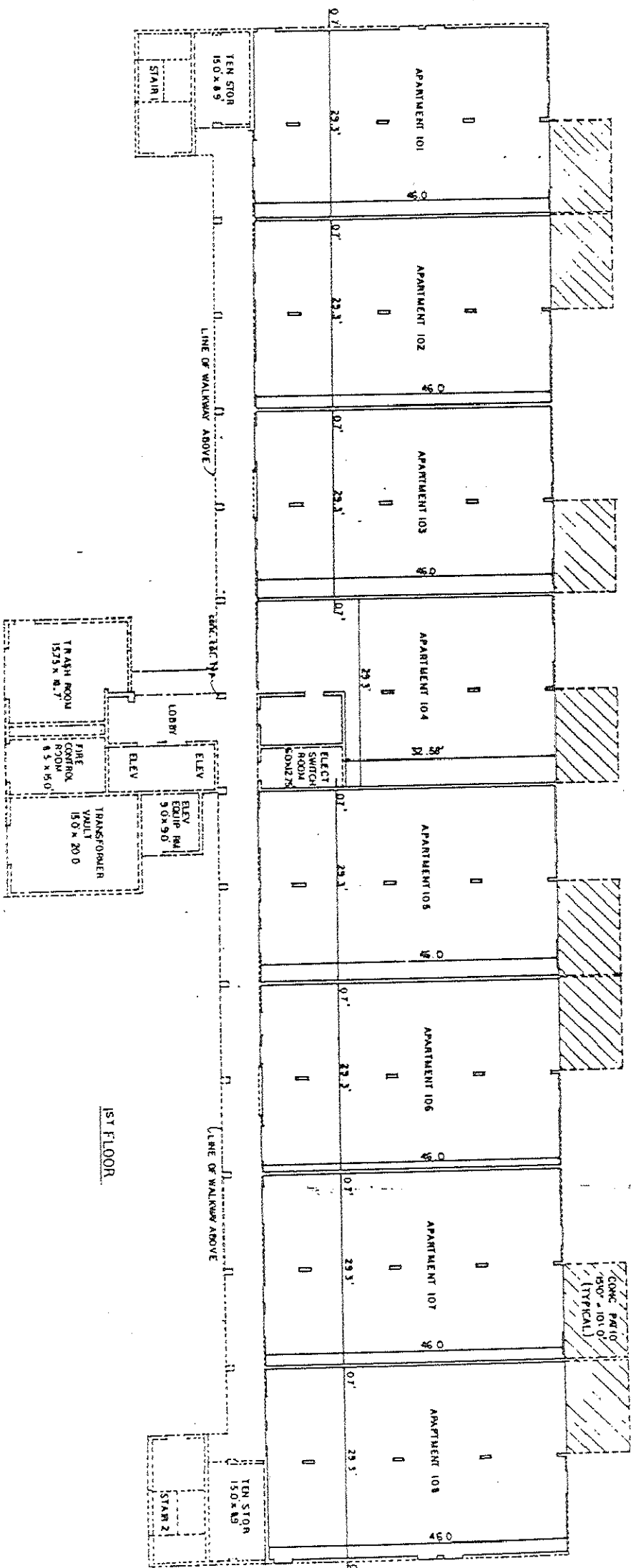
REVISIONS	DATE	BY

DATE	6-22-88	DRAWN BY	M.D.	CHECKED BY		FIELD BOOK	
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SKETCH NO.

EXHIBIT B0 TO THE DECLARATION OF CONDOMINIUM
 GYPPRESS BEND CONDOMINIUM VIII

PHASE 8



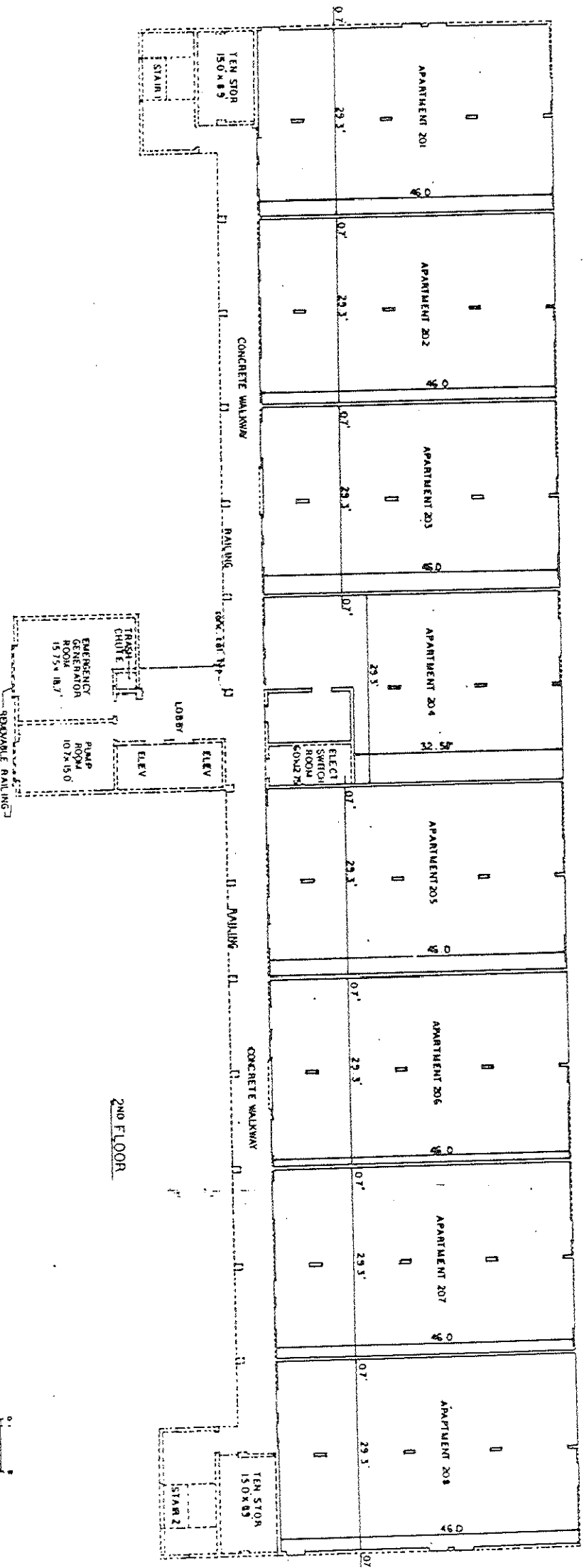
ELEVATIONS
 FIRST FLOOR - UPPER LIMITS OF APARTMENT
 LOWER LIMITS OF APARTMENT

NOTES
 1. ROOM LINE DASHES APARTMENT BOUNDARY
 2. ROOMS AND CORNER BOUNDARY OF COMMON ELEMENTS
 3. ELEVATIONS SHOWN IN RED ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM
 4. HATCHING INDICATES LIMITED COMMON ELEMENT



EXHIBIT B6 TO THE DECLARATION OF CONDOMINIUM
 GYPPRESS BEND CONDOMINIUM VIII

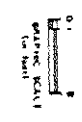
PHASE 8



2ND FLOOR

ELEVATIONS

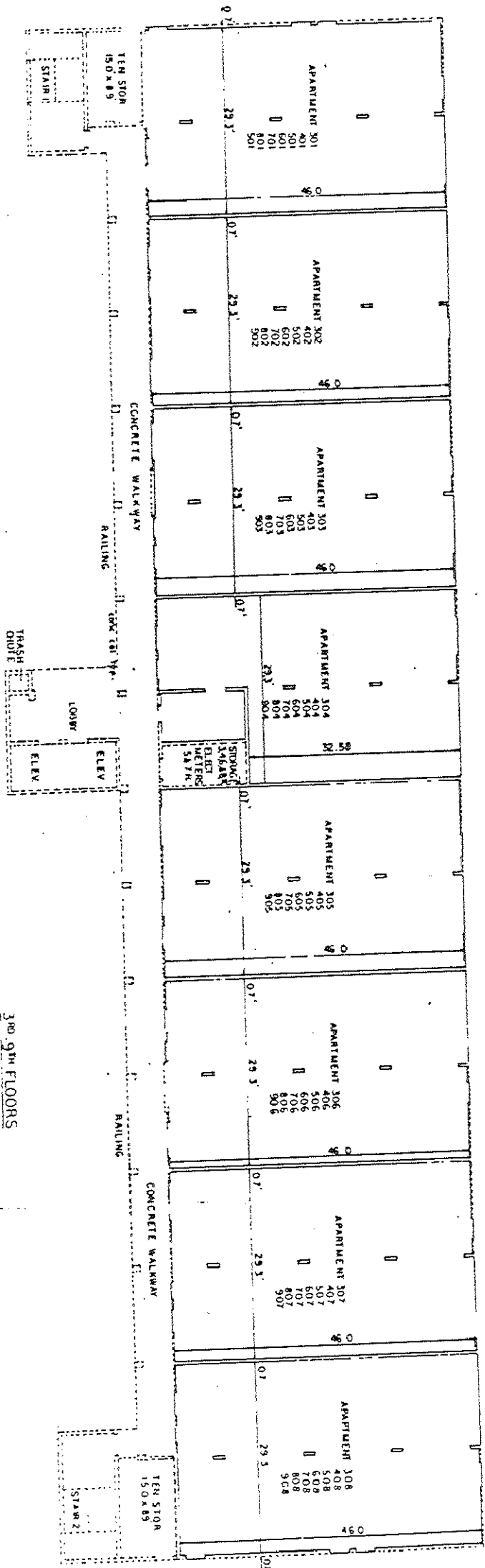
SECOND FLOOR — UPPER LIMITS OF APARTMENT
 LOWER LIMITS OF APARTMENT



- NOTES
- 1 SOLID LINE DEMONSTRATES APARTMENT BOUNDARY
 - 2 DASHED LINE DEMONSTRATES BOUNDARY TO COMMON ELEMENTS
 - 3 ELEVATIONS SHOWN HEREON ARE HELD ALIVE TO THE NATIONAL GEODETIC VERTICAL DATUM

EXHIBIT B0 TO THE DECLARATION OF CONDOMINIUM
GYPPRESS BEND CONDOMINIUM VIII

PHASE 8



NINTH FOOR
 UPPER LIMITS OF APARTMENT
 LOWER LIMITS OF APARTMENT

THIRD FLOOR -- UPPER LIMITS OF APARTMENT
 -- LOWER LIMITS OF APARTMENT
 FOURTH FLOOR -- UPPER LIMITS OF APARTMENT
 -- LOWER LIMITS OF APARTMENT
 FIFTH FLOOR -- UPPER LIMITS OF APARTMENT
 -- LOWER LIMITS OF APARTMENT
 SIXTH FLOOR -- UPPER LIMITS OF APARTMENT
 -- LOWER LIMITS OF APARTMENT
 SEVENTH FLOOR -- UPPER LIMITS OF APARTMENT
 -- LOWER LIMITS OF APARTMENT
 EIGHTH FLOOR -- UPPER LIMITS OF APARTMENT
 -- LOWER LIMITS OF APARTMENT

3RD 9TH FLOORS

NOTE
 1. SO. DIME REPORTS APARTMENT BOUNDARY
 2. RECORD PLAN NUMBER OF COMMON ELEMENTS
 3. ELEVATIONS OF COMMON ELEMENTS ARE BE ACTIVE TO THE
 NATIONAL GEODETIC VERTICAL DATUM

Engineering
 1000 10th St. N
 Grand Rapids, MI 49503

EXHIBIT B-9

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 9

CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 9 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK 6507 P60810



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CYPRESS BEND CONDOMINIUM VII
EASEMENT PROPERTY - PHASE 9

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT, THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 955.95 FEET; THENCE SOUTH 04°10'52" WEST FOR 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85°49'08" EAST FOR 737.72 FEET TO THE WESTERLY LINE OF CYPRESS BEND CONDOMINIUM V AS RECORDED IN OFFICIAL RECORD BOOK 13380 ON PAGE 449, BROWARD COUNTY RECORDS; THENCE SOUTH 03°23'11" EAST FOR 132.17 FEET, SAID POINT BEARS NORTH 29°13'59" EAST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 8.64 FEET, A CENTRAL ANGLE OF 131°02'07" FOR AN ARC DISTANCE OF 19.76 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 53.52 FEET, A CENTRAL ANGLE OF 51°28'13" FOR AN ARC DISTANCE OF 48.08 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 171.92 FEET, A CENTRAL ANGLE OF 18°09'13" FOR AN ARC DISTANCE OF 54.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 112.37 FEET, A CENTRAL ANGLE OF 25°11'36" FOR AN ARC DISTANCE OF 49.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 211.46 FEET, A CENTRAL ANGLE OF 44°46'18" FOR AN ARC DISTANCE OF 165.24 FEET TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS NORTH 33°13'27" EAST FROM THE RADIUS POINT; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 305.74 FEET, A CENTRAL ANGLE OF 19°21'47" FOR AN ARC DISTANCE OF 103.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 106.89 FEET, A CENTRAL ANGLE OF 33°45'55" FOR AN ARC DISTANCE OF 62.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 180.88 FEET, A CENTRAL ANGLE OF 27°46'16" FOR AN ARC DISTANCE OF 87.67 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 59.47 FEET, A CENTRAL ANGLE OF 56°19'28" FOR AN ARC DISTANCE OF 58.46 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 24.41 FEET, A CENTRAL ANGLE OF 92°11'26" FOR AN ARC DISTANCE OF 39.28 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 103.58 FEET, A CENTRAL ANGLE OF 40°56'23" FOR AN ARC DISTANCE OF 74.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A

Sheet 2 of 7

2614

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RADIUS OF 369.45 FEET, A CENTRAL ANGLE OF 36°32'27" FOR AN ARC DISTANCE OF 235.62 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 50.37 FEET, A CENTRAL ANGLE OF 83°33'13" FOR AN ARC DISTANCE OF 73.45 FEET TO A POINT OF TANGENCY; THENCE SOUTH 40°29'42" WEST FOR 165.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 88.03 FEET, A CENTRAL ANGLE OF 30°22'17" FOR AN ARC DISTANCE OF 46.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 165.38 FEET, A CENTRAL ANGLE OF 19°11'59" FOR AN ARC DISTANCE OF 55.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 54.60 FEET, A CENTRAL ANGLE OF 52°22'10" FOR AN ARC DISTANCE OF 49.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 135.77 FEET, A CENTRAL ANGLE OF 28°54'42" FOR AN ARC DISTANCE OF 68.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75°07'28" WEST FOR 115.66 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 58.78 FEET, A CENTRAL ANGLE OF 78°28'08" FOR AN ARC DISTANCE OF 80.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 26°24'24" WEST FOR 66.03 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 349.82 FEET, A CENTRAL ANGLE OF 15°34'50" FOR AN ARC DISTANCE OF 95.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 82.93 FEET, A CENTRAL ANGLE OF 26°20'42" FOR AN ARC DISTANCE OF 38.13 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 405.19 FEET, A CENTRAL ANGLE OF 16°25'26" FOR AN ARC DISTANCE OF 116.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 121.81 FEET, A CENTRAL ANGLE OF 24°05'55" FOR AN ARC DISTANCE OF 51.23 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°52'49" EAST FOR 104.12 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 32.48 FEET, A CENTRAL ANGLE OF 68°13'40" FOR AN ARC DISTANCE OF 38.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 86°53'31" EAST FOR 103.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 25.20 FEET, A CENTRAL ANGLE OF 150°36'41" FOR AN ARC DISTANCE OF 66.24 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 163.57 FEET, A CENTRAL ANGLE OF 42°07'37" FOR AN ARC DISTANCE OF 120.27 FEET; THENCE NORTH 04°10'52" EAST FOR 216.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.128 ACRES MORE OR LESS.

LESS THE FOLLOWING DESCRIBED FOUR PARCELS:

BM 6507 PG 0812

Sheet 3 of 7

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PHASE 1 - BUILDING 18

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 1637.86 FEET; THENCE SOUTH 04°10'52" WEST FOR 132.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 48°12'46" EAST FOR 15.38 FEET; THENCE NORTH 41°47'14" EAST FOR 5.50 FEET; THENCE SOUTH 48°12'46" EAST FOR 50.50 FEET; THENCE SOUTH 41°47'14" WEST FOR 28.42 FEET; THENCE SOUTH 48°12'46" EAST FOR 3.00 FEET; THENCE SOUTH 41°47'14" WEST FOR 218.00 FEET; THENCE NORTH 48°12'46" WEST FOR 53.50 FEET; THENCE NORTH 41°47'14" EAST FOR 5.50 FEET; THENCE NORTH 48°12'46" WEST FOR 15.38 FEET; THENCE NORTH 41°47'14" EAST FOR 11.33 FEET; THENCE SOUTH 48°12'46" EAST FOR 15.38 FEET; THENCE NORTH 41°47'14" EAST FOR 105.25 FEET; THENCE NORTH 48°12'46" WEST FOR 30.33 FEET; THENCE NORTH 41°47'14" EAST FOR 28.42 FEET; THENCE SOUTH 48°12'46" EAST FOR 30.33 FEET; THENCE NORTH 41°47'14" EAST FOR 79.09 FEET; THENCE NORTH 48°12'46" WEST FOR 15.38 FEET; THENCE NORTH 41°47'14" EAST FOR 11.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.328 ACRES MORE OR LESS.

PHASE 2 - BUILDING 19

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 1143.84 FEET; THENCE SOUTH 04°10'52" WEST FOR 218.01 FEET; THENCE SOUTH 85°49'08" EAST FOR 83.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70°08'41" EAST FOR 11.33 FEET; THENCE SOUTH 19°51'19" WEST FOR 15.38 FEET; THENCE SOUTH 70°08'41" EAST FOR 105.25 FEET; THENCE NORTH 19°51'19" EAST FOR 30.33 FEET; THENCE SOUTH 70°08'41" EAST FOR 28.42 FEET; THENCE SOUTH 19°51'19" WEST FOR 30.33 FEET; THENCE SOUTH 70°08'41" EAST FOR 79.09 FEET; THENCE NORTH 19°51'19" EAST FOR 15.38 FEET; THENCE SOUTH 70°08'41" EAST FOR 11.33 FEET; THENCE SOUTH 19°51'19" WEST FOR 15.38 FEET; THENCE SOUTH 70°08'41" EAST FOR 5.50 FEET; THENCE SOUTH 19°51'19" WEST FOR 53.50 FEET; THENCE NORTH 70°08'41" WEST FOR 142.57 FEET; THENCE NORTH 19°51'19" EAST FOR 3.00 FEET; THENCE NORTH 70°08'41" WEST FOR 51.47 FEET; THENCE SOUTH 19°51'19" WEST FOR 3.00 FEET; THENCE NORTH 70°08'41" WEST FOR 52.37 FEET; THENCE NORTH 19°51'19" EAST FOR 53.50 FEET; THENCE SOUTH 70°08'41" EAST FOR 5.50 FEET; THENCE NORTH 19°51'19" EAST FOR 15.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.327 ACRES MORE OR LESS.

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Sheet 4 of 7

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PHASE 3 - BUILDING 20

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 1143.84 FEET; THENCE SOUTH 04°10'52" WEST FOR 684.81 FEET; THENCE SOUTH 85°49'08" EAST FOR 93.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°08'08" EAST FOR 22.33 FEET; THENCE SOUTH 42°51'52" EAST FOR 12.66 FEET; THENCE NORTH 47°08'08" EAST FOR 81.84 FEET; THENCE NORTH 42°51'52" WEST FOR 34.00 FEET; THENCE NORTH 47°08'08" EAST FOR 46.08 FEET; THENCE SOUTH 42°51'52" EAST FOR 34.00 FEET; THENCE NORTH 47°08'08" EAST FOR 70.09 FEET; THENCE NORTH 42°51'52" WEST FOR 12.66 FEET; THENCE NORTH 47°08'08" EAST FOR 22.33 FEET; THENCE SOUTH 42°51'52" EAST FOR 77.33 FEET; THENCE SOUTH 47°08'08" WEST FOR 242.67 FEET; THENCE NORTH 42°51'52" WEST FOR 77.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.409 ACRES MORE OR LESS.

PHASE 4 - BUILDING 21

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 1143.84 FEET; THENCE SOUTH 04°10'52" WEST FOR 699.07 FEET; THENCE NORTH 85°49'08" WEST FOR 76.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°12'18" WEST FOR 15.38 FEET; THENCE SOUTH 07°47'42" EAST FOR 5.50 FEET; THENCE SOUTH 82°12'18" WEST FOR 50.50 FEET; THENCE NORTH 07°47'42" WEST FOR 8.22 FEET; THENCE SOUTH 82°12'18" WEST FOR 3.00 FEET; THENCE NORTH 07°47'42" WEST FOR 310.20 FEET; THENCE NORTH 82°12'18" EAST FOR 53.50 FEET; THENCE SOUTH 07°47'42" EAST FOR 5.50 FEET; THENCE NORTH 82°12'18" EAST FOR 15.38 FEET; THENCE SOUTH 07°47'42" EAST FOR 11.33 FEET; THENCE SOUTH 82°12'18" WEST FOR 15.38 FEET; THENCE SOUTH 07°47'42" EAST FOR 129.25 FEET; THENCE NORTH 82°12'18" EAST FOR 30.33 FEET; THENCE SOUTH 07°47'42" EAST FOR 28.42 FEET; THENCE SOUTH 82°12'18" WEST FOR 30.33 FEET; THENCE SOUTH 07°47'42" EAST FOR 127.09 FEET; THENCE NORTH 82°12'18" EAST FOR 15.38 FEET; THENCE SOUTH 07°47'42" EAST FOR 11.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.418 ACRES MORE OR LESS.

BK 104 PG 20

Sheet 5 of 7

REVISIONS	DATE	BY

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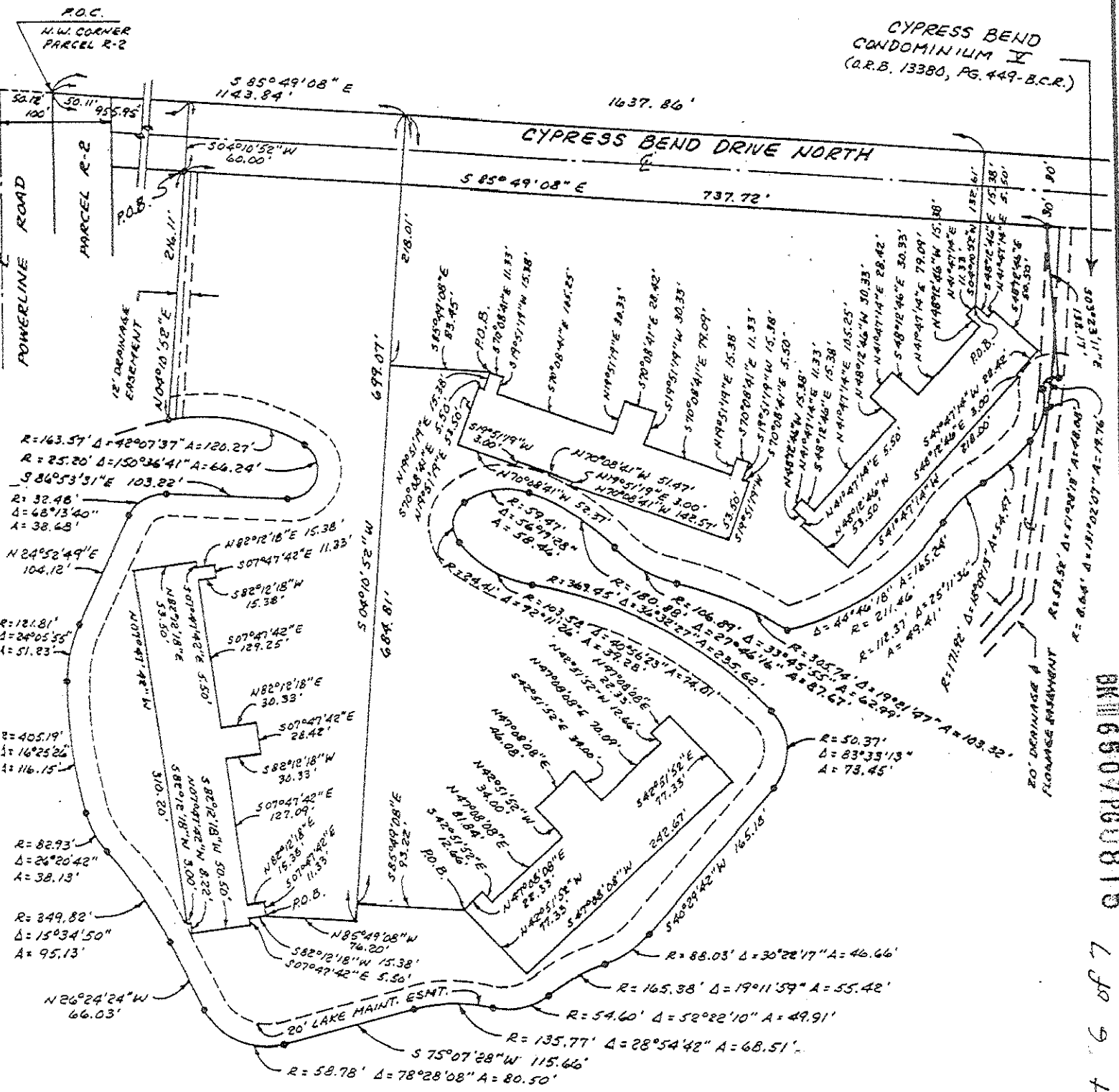


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CYPRESS BEND CONDOMINIUM VII
EASEMENT PROPERTY - PHASE 9

Scale : 1" = 120'



NET AREA
8.128 ± Ac.

REVISIONS	DATE	BY

DATE	DRAWN	CHECKED	FIELD BOOK
6-11-RR	M.D.		

BK 6507P00819
 Sheet 6 of 7
 2614
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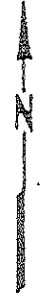
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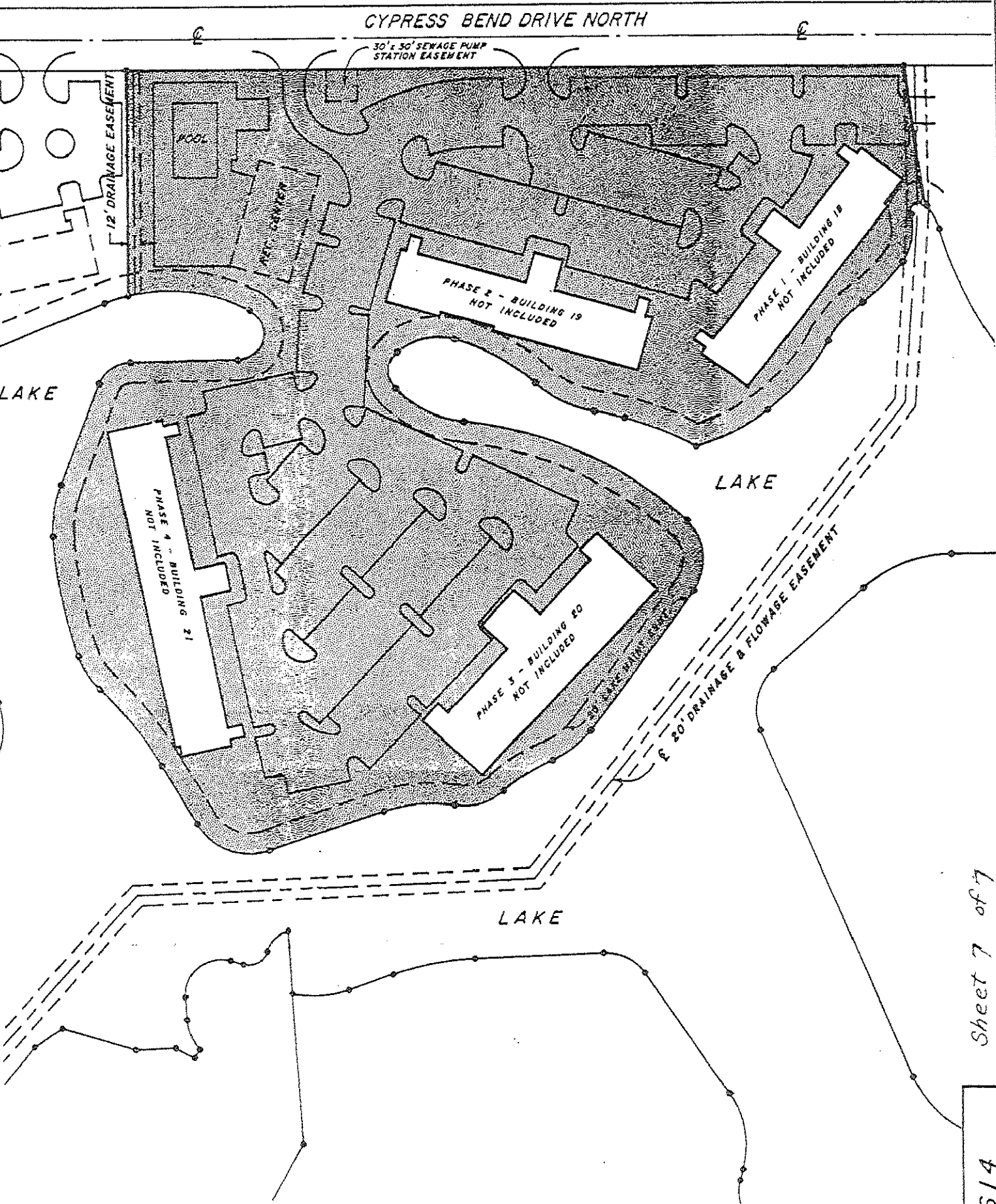
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**CYPRESS BEND CONDOMINIUM VII
EASEMENT PROPERTY - PHASE 9**



SCALE:
1" = 120'



REVISIONS	DATE	BY

DATE	DRAWN	CHECKED	FIELD
6-12-99	RY M D	RY	BOOK

Sheet 7 of 7

2614

SKETCH NO.

EXHIBIT B-10

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CYPRESS BEND CONDOMINIUM VII, PHASE 10

CERTIFICATE OF SURVEYOR:

I, ISHMAEL S. MOHAMED, HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 2464, THE CONSTRUCTION OF THE IMPROVEMENTS WHICH COMPRISE PHASE 10 OF CYPRESS BEND CONDOMINIUM VII, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CYPRESS BEND CONDOMINIUM VII, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

DATE

ISHMAEL S. MOHAMED
FLORIDA P.L.S. NO. 2464

BK 6807 PG 0817



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CYPRESS BEND CONDOMINIUM VII
EASEMENT PROPERTY - PHASE 10

LEGAL DESCRIPTION:

A PORTION OF CYPRESS BEND ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT, THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 955.95 FEET; THENCE SOUTH 04°10'52" WEST FOR 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°10'52" WEST FOR 216.11 FEET TO A POINT ON A CURVE, SAID POINT BEARS NORTH 09°37'49" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 163.57 FEET, A CENTRAL ANGLE OF 8°17'23" FOR AN ARC DISTANCE OF 23.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 72°04'47" WEST FOR 121.21 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 105.54 FEET A CENTRAL ANGLE OF 14°05'06" FOR AN ARC DISTANCE OF 25.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 352.03 FEET, A CENTRAL ANGLE OF 17°07'25" FOR AN ARC DISTANCE OF 105.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75°07'06" WEST FOR 213.67 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 189.57 FEET, A CENTRAL ANGLE OF 17°32'41" FOR AN ARC DISTANCE OF 58.05 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 23.90 FEET, A CENTRAL ANGLE OF 61°03'20" FOR AN ARC DISTANCE OF 25.47 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 123.54 FEET, A CENTRAL ANGLE OF 29°02'37" FOR AN ARC DISTANCE OF 62.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°33'50" WEST FOR 35.07 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 71°11'40" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS 80.24 FEET, A CENTRAL ANGLE OF 66°09'27" FOR AN ARC DISTANCE OF 92.65 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 13.68 FEET, A CENTRAL ANGLE OF 98°57'04" FOR AN ARC DISTANCE OF 23.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 03°54'51" WEST FOR 34.44 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, NORTHEASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 23.46 FEET, A CENTRAL ANGLE OF 160°58'20" FOR AN ARC DISTANCE OF 65.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°56'31" EAST FOR 22.23 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 90.45 FEET, A CENTRAL ANGLE OF 50°51'15" FOR AN ARC DISTANCE OF 80.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73°47'46" EAST FOR 65.49 FEET TO A POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE

BM 6507 P00818

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REVISIONS	DATE	BY	DATE	DRAWN BY	CHECKED BY	FIELD BOOK
Revised	7-11-88	M.D.	6-22-88	M.D.		

2614
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LEFT, HAVING A RADIUS OF 39.11 FEET, A CENTRAL ANGLE OF 37°42'19" FOR AN ARC DISTANCE OF 25.74 FEET TO A POINT REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 14.15 FEET, A CENTRAL ANGLE OF 114°46'19" FOR AN ARC DISTANCE OF 28.34 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 28.30 FEET, A CENTRAL ANGLE OF 118°56'51" FOR AN ARC DISTANCE OF 58.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 64°19'23" EAST FOR 49.40 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 15.49 FEET, A CENTRAL ANGLE OF 98°34'27" FOR AN ARC DISTANCE OF 26.65 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17°06'10" EAST FOR 5.95 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 68.07 FEET, A CENTRAL ANGLE OF 48°12'42" FOR AN ARC DISTANCE OF 57.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 311.14 FEET, A CENTRAL ANGLE OF 37°18'19" FOR AN ARC DISTANCE OF 202.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 100.05 FEET, A CENTRAL ANGLE OF 70°43'25" FOR AN ARC DISTANCE OF 123.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 64°31'38" WEST FOR 84.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 75.22 FEET, A CENTRAL ANGLE OF 107°43'21" FOR AN ARC DISTANCE OF 141.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 43°11'43" EAST FOR 26.50 FEET; THENCE SOUTH 75°39'02" EAST FOR 22.56 FEET; THENCE NORTH 74°54'30" EAST FOR 5.75 FEET; THENCE SOUTH 00°00'00" EAST FOR 54.76 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 26°21'13" WEST FROM THE RADIUS POINT; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 130.27 FEET, A CENTRAL ANGLE OF 38°39'04" FOR AN ARC DISTANCE OF 87.88 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 641.00 FEET, A CENTRAL ANGLE OF 24°09'01" FOR AN ARC DISTANCE OF 270.18 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 204.39 FEET, A CENTRAL ANGLE OF 49°22'45" FOR AN ARC DISTANCE OF 176.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°14'01" EAST FOR 687.43 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 93°56'51" FOR AN ARC DISTANCE OF 163.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 85°49'08" EAST FOR 512.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.307 ACRES MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

LESS THE FOLLOWING DESCRIBED FOUR PARCELS:

BK 6507 PG 0819

Sheet 3 of 7

REVISIONS

DATE BY

REVISIONS	DATE	BY

DATE 11/22/00 DRAWN [signature] CHECKED [signature] FIELD [signature]

2614

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PHASE 5 - BUILDING 22

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 915.31 FEET; THENCE SOUTH 04°10'52" WEST FOR 189.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°48'22" EAST FOR 74.83 FEET; THENCE SOUTH 82°11'38" WEST FOR 14.52 FEET; THENCE SOUTH 07°48'22" EAST FOR 2.50 FEET; THENCE SOUTH 82°11'38" WEST FOR 228.15 FEET; THENCE NORTH 07°48'22" WEST FOR 77.33 FEET; THENCE NORTH 82°11'38" EAST FOR 22.33 FEET; THENCE SOUTH 07°48'22" EAST FOR 12.66 FEET; THENCE NORTH 82°11'38" EAST FOR 81.84 FEET; THENCE NORTH 07°48'22" WEST FOR 34.00 FEET; THENCE NORTH 82°11'38" EAST FOR 46.08 FEET; THENCE SOUTH 07°48'22" EAST FOR 34.00 FEET; THENCE NORTH 82°11'38" EAST FOR 70.09 FEET; THENCE NORTH 07°48'22" WEST FOR 12.66 FEET; THENCE NORTH 82°11'38" EAST FOR 22.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.408 ACRES MORE OR LESS.

PHASE 6 - BUILDING 23

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 639.84 FEET; THENCE SOUTH 04°10'52" WEST FOR 315.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°48'22" EAST FOR 73.33 FEET; THENCE SOUTH 82°11'38" WEST FOR 33.66 FEET; THENCE SOUTH 07°48'22" EAST FOR 4.00 FEET; THENCE SOUTH 82°11'38" WEST FOR 209.01 FEET; THENCE NORTH 07°48'22" WEST FOR 77.33 FEET; THENCE NORTH 82°11'38" EAST FOR 22.33 FEET; THENCE SOUTH 07°48'22" EAST FOR 12.66 FEET; THENCE NORTH 82°11'38" EAST FOR 81.84 FEET; THENCE NORTH 07°48'22" WEST FOR 34.00 FEET; THENCE NORTH 82°11'38" EAST FOR 46.08 FEET; THENCE SOUTH 07°48'22" EAST FOR 34.00 FEET; THENCE NORTH 82°11'38" EAST FOR 70.09 FEET; THENCE NORTH 07°48'22" WEST FOR 12.66 FEET; THENCE NORTH 82°11'38" EAST FOR 22.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.406 ACRES MORE OR LESS.

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PHASE 7 - BUILDING 24

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 331.79 FEET; THENCE SOUTH 00°14'01" WEST FOR 642.87 FEET; THENCE SOUTH 89°45'59" EAST FOR 30.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°36'38" EAST FOR 49.08 FEET; THENCE SOUTH 08°23'22" WEST FOR 3.00 FEET; THENCE SOUTH 81°36'38" EAST FOR 42.74 FEET; THENCE NORTH 08°23'22" EAST FOR 3.00 FEET; THENCE SOUTH 81°36'38" EAST FOR 131.08 FEET; THENCE SOUTH 08°23'22" WEST FOR 3.00 FEET; THENCE SOUTH 81°36'38" EAST FOR 23.52 FEET; THENCE SOUTH 08°23'22" WEST FOR 50.50 FEET; THENCE NORTH 81°36'38" WEST FOR 5.50 FEET; THENCE SOUTH 08°23'22" WEST FOR 15.38 FEET; THENCE NORTH 81°36'38" WEST FOR 11.33 FEET; THENCE NORTH 08°23'22" EAST FOR 15.38 FEET; THENCE NORTH 81°36'38" WEST FOR 105.25 FEET; THENCE SOUTH 08°23'22" WEST FOR 30.33 FEET; THENCE NORTH 81°36'38" WEST FOR 28.42 FEET; THENCE NORTH 08°23'22" EAST FOR 30.33 FEET; THENCE NORTH 81°36'38" WEST FOR 79.09 FEET; THENCE SOUTH 08°23'22" WEST FOR 15.38 FEET; THENCE NORTH 81°36'38" WEST FOR 11.33 FEET; THENCE NORTH 08°23'22" EAST FOR 15.38 FEET; THENCE NORTH 81°36'38" WEST FOR 5.50 FEET; THENCE NORTH 08°23'22" EAST FOR 53.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.326 ACRES MORE OR LESS.

PHASE 8 - BUILDING 25

A PORTION OF CYPRESS BEND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104 AT PAGE 20, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL R-2 AS SHOWN ON SAID PLAT; THENCE SOUTH 85°49'08" EAST ALONG THE NORTH LINE OF SAID PLAT FOR 331.79 FEET; THENCE SOUTH 00°14'01" WEST FOR 777.53 FEET; THENCE SOUTH 89°45'59" EAST FOR 330.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°12'36" EAST FOR 71.83 FEET; THENCE SOUTH 15°47'24" WEST FOR 88.86 FEET; THENCE SOUTH 74°12'36" EAST FOR 5.50 FEET; THENCE SOUTH 15°47'24" WEST FOR 153.81 FEET; THENCE NORTH 74°12'36" WEST FOR 77.33 FEET; THENCE NORTH 15°47'24" EAST FOR 22.33 FEET; THENCE SOUTH 74°12'36" EAST FOR 12.66 FEET; THENCE NORTH 15°47'24" EAST FOR 81.84 FEET; THENCE NORTH 74°12'36" WEST FOR 34.00 FEET; THENCE NORTH 15°47'24" EAST FOR 46.08 FEET; THENCE SOUTH 74°12'36" EAST FOR 34.00 FEET; THENCE NORTH 15°47'24" EAST FOR 70.09 FEET; THENCE NORTH 74°12'36" WEST FOR 12.66 FEET; THENCE NORTH 15°47'24" EAST FOR 22.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.398 ACRES MORE OR LESS.

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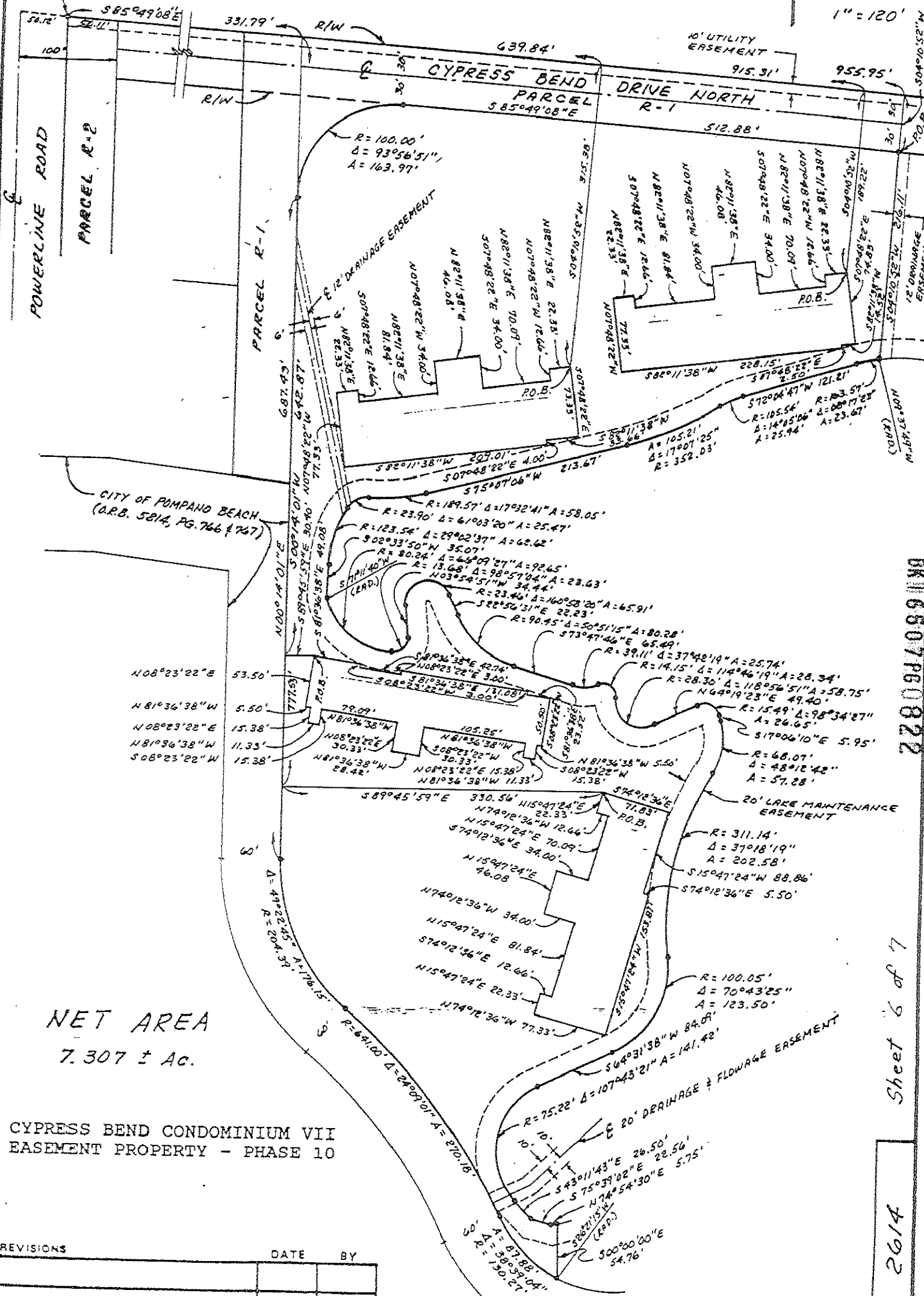
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Scale:
1" = 120'



NET AREA
7.307 ± Ac.

CYPRESS BEND CONDOMINIUM VII
EASEMENT PROPERTY - PHASE 10

REVISIONS	DATE	BY

DATE	6-22-88	DRAWN BY	M.D.	CHECKED BY		FIELD BOOK	
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 Sheet 6 of 7
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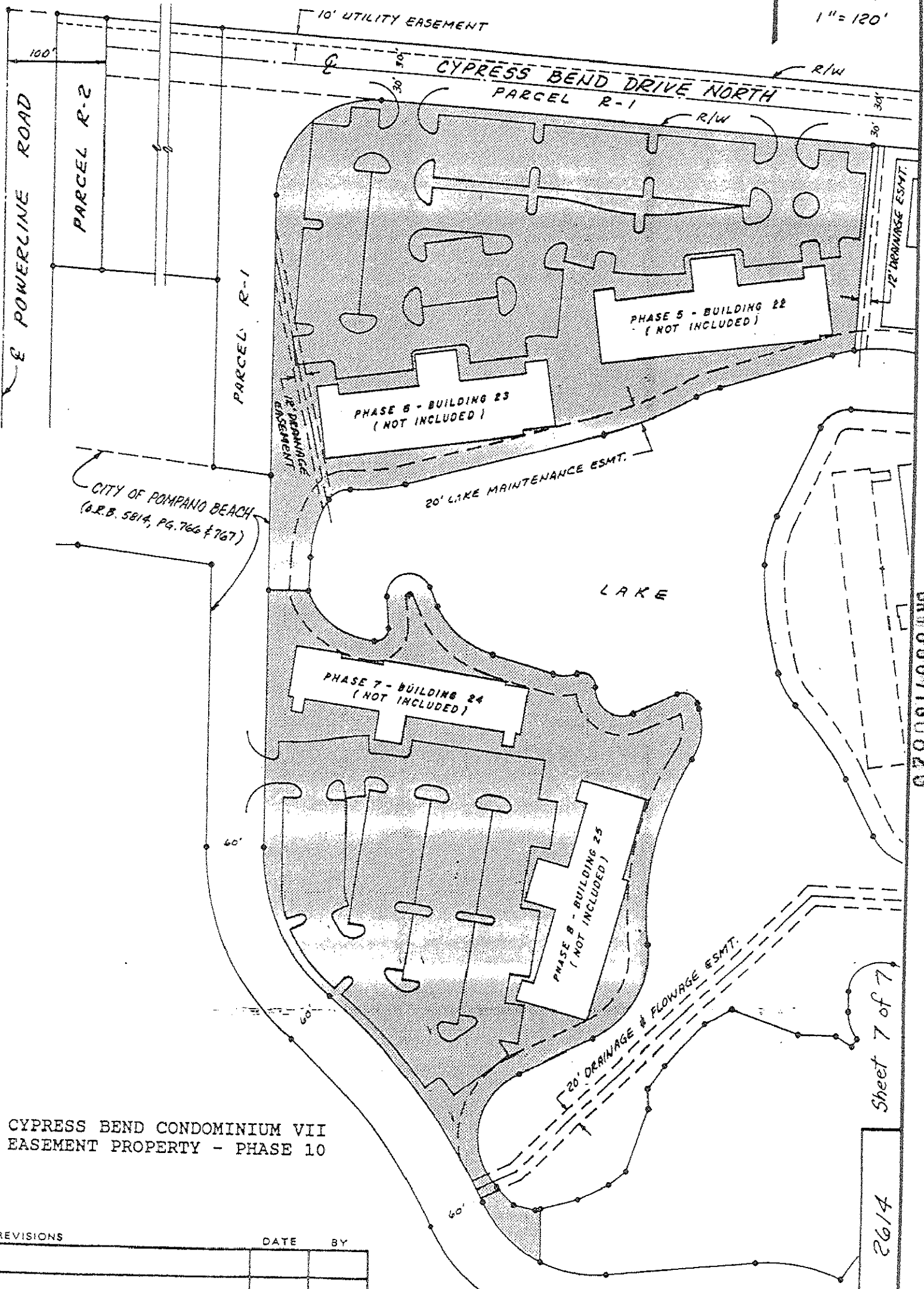
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1" = 120'



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CYPRESS BEND CONDOMINIUM VII
EASEMENT PROPERTY - PHASE 10

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