

proceeds properly payable thereunder. The duty of the Insurance Trustee shall be to receive such insurance proceeds and damage assessments as are paid to it, and to hold and pay over the same, as provided in the said Insurance Trust.

E. Association as Agent. The Association is irrevocably appointed agent for each Unit owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property or the Common recreational facilities to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

F. Owner's Insurance. Each individual Unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit and for purchasing insurance upon his own personal property.

ARTICLE XIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. If the only damage to the Condominium property consists of damage to improvements and betterments of a single Unit which were made by the Unit owner thereof, other than the Developer, then such damage shall be reconstructed or repaired by the owner at the owner's expense.

B. If the damaged improvement is a Common element, other than a building, then the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

1. If the damaged improvements consist of one or more buildings, and if the Units to which fifty percent (50%) of the Common elements are appur-

tenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated; it being understood that the fifty percent (50%) figure applies to all of the Units in the Condominium, notwithstanding the fact that there are multiple buildings.

2. If the damaged improvements consist of one or more buildings, and if the Units to which more than fifty percent (50%) of the Common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired, unless within sixty (60) days after the casualty the record owner of seventy-five percent (75%) of the Common elements and all mortgagees holding recorded mortgages on all Units consent in writing to terminate the Condominium; it being understood that the fifty percent (50%) figure applies to all of the Units in the Condominium, notwithstanding the fact that there are multiple buildings.

C. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications

shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible; provided, however, that alterations may be made as hereinafter provided.

D. Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction or repairs.

E. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made. Assessments shall be made against all Unit owners on account of damage to the buildings and improvements on the Condominium property in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of Units in proportion to each Unit owner's appurtenant undivided share in the Common elements. All amounts so assessed against the Unit owners shall be collected by the Association and deposited with the Insurance Trustee, unless the Association shall have advanced from reserves on hand, against collection of such assessments, and deposited with the Insurance Trustee the required amounts, prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to furnish to the Association a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the mortgagee holding the greatest

number of recorded mortgages on the Units in the Condominium. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than \$5,000.00, nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

F. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, shall be disbursed in the following manner:

1. The proceeds held in each of the aforesaid separate construction funds shall be disbursed only for reconstructing and repairing the property with respect to which such proceeds were collected.
2. If there is a balance in any such separate construction funds after payment of all costs of the reconstruction and repair for which such fund is established, such balance shall be distributed to the beneficial owner or owners thereof, as provided in Article VI hereof.
3. If the total cost of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.
4. If the total cost of reconstruction and repair that is the responsibility of the Association is \$5,000.00 or more, but less than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the Association.
5. If the costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association with the approval of an architect, qualified to practice in

Florida, who has been employed by the Association to supervise the work.

6. The Association shall keep records of all construction costs and the amount thereof to be charged to each separate construction fund.

7. Notwithstanding the provisions of this instrument, the Insurance Trustee shall neither be required to determine whether a disbursement is to be made from a particular construction fund, nor to determine the payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged, provided that when the Association has certified that a disbursement is required hereunder to be made upon an order of the Association approved by an architect, no payment shall be made with respect to such order of the Association without such architect's approval.

ARTICLE XIV

MAINTENANCE, ALTERATION AND IMPROVEMENT

A. By the Unit Owner.

1. The owner of each Unit must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Unit which, if omitted, would adversely affect the Condominium, the other Unit owners or the Association and its members. The owner of each Unit shall be responsible for any damages caused by a failure to

so maintain such Unit. The Unit owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the following: air-conditioning and heating equipment, including those portions of the equipment located on the Common elements; all windows and sliding glass doors, including operating mechanisms, screening and glass; service equipment, such as dishwasher, refrigerator, stoves, ovens, hot water heaters, disposals and all other appliances; plumbing fixtures and connections, sinks, drains and all pipes within the Unit or located on the Common elements, but servicing only the Unit; electrical fixtures, outlets, wiring and panels within the Unit or located on the Common elements, but servicing only the Unit; exterior doors, excluding the painting of the exterior which shall be a Common expense of the Association; floor coverings, excluding the floor slab; and inside paint and other inside wall and ceiling finishes. The owner of a Unit further agrees to pay for all utilities, such as telephones, electric, etc., that may be separately billed or charged to each Unit. The owner or owners of each Unit shall be responsible for insect and pest control within the same and within any Limited common elements appurtenant thereto. Wherever the maintenance, repair and replacement of any items, for which the owner of a Unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee, hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility

provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The interior and the interior surfaces of any Limited common element appurtenant to the Unit must be maintained by the owner of such Unit and kept in a neat, clean, and trim condition, provided, however, that if any portion of the interior of any such Limited common element is visible from outside the Unit and the Limited common elements appurtenant thereto, then, the Unit owner shall first obtain the consent of the Association before altering the appearance thereof.

B. By the Association.

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common elements, including those portions of a Unit contributing to the support of the buildings; provided, however, that its obligation to maintain the interior and interior surfaces of the Limited common elements shall exclude maintenance and the owners of the Units to which the same are appurtenant are required to perform as above provided. Should any incidental damage be caused to any Unit by virtue of the Association's failure to maintain the Common elements as herein required or by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any Common elements the Association shall, at its expense, repair such incidental damage.

2. The Association, by action of its Board of Directors, may make minor and insubstantial alterations and improvements to the Common elements including recreational facilities, having a cost not in excess of Five Thousand (\$5,000.00) Dollars. All other alterations and improvements must first be approved by the owners of 75% of the Units and

by the mortgagee holding the greatest number of mortgages on the mortgaged Units. No alteration or improvement may be made to the Common elements which adversely affects the rights of the owner of any Unit to the enjoyment of his Unit or the Common elements unless the owner and all mortgagees holding recorded mortgages on such Unit consent thereto in writing. If any alterations or improvements to the recreational facilities are made other than of a minor or insubstantial nature, then, in addition to the aforesaid consent, the consent of the Developer, or its successor in title to the land described in Exhibits B and M hereto shall be obtained unless each of the subsequent phases, as provided for in Article XXI have been added to this Condominium (unless the Developer has decided not to add such phases).

3. In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no Unit owner shall change, modify or alter the Common elements, except the interior portion of the Limited Common elements appurtenant to his Unit which portion is not visible from the exterior thereof, in any way or manner whatsoever. Without intending to limit the generality of the foregoing, no Unit owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors; nor shall any Unit owner change the design or color of any exterior lights or doors, nor install, erect or attach to any part of the exterior of his Unit any sign of any kind whatsoever; nor shall he install, erect or attach to any part of the exterior or roof of any Unit or any part of the Common elements any sort of radio or television aerial, whether for sending or receiving; nor shall any owner erect or construct any original construction; provided, however, that if the Board of Directors of the

Association finds that is not detrimental to the interests of the Association and its members, it may authorize a Unit owner to make such change, modification or alteration, provided that: (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for any such alteration prepared by a licensed architect and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same is first placed in escrow with the Association; (d) the contract provides for a performance and payment bond in the full amount thereof.

ARTICLE XV

USE RESTRICTIONS

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

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

(1) If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the Unit may be occupied by such owner's family, servants and guests.

(2) If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the Unit may be occupied by its partners, joint venturers, employees, officers, and directors, and by members of the families, servants and guests of the foregoing.

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

(4) If a Unit has been leased, as hereafter provided, the Lessee shall be deemed to be the "owner" for purposes of this section during the term of said lease.

B. The Common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the residents of the Units in the Condominium.

C. No immoral, improper, offensive or unlawful use shall be made of the Units, the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. No Unit owner shall make or permit any use of his Unit or the Common elements which will increase the cost of insurance on the Condominium property.

E. No nuisances shall be allowed in the Units or upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by its residents.

F. No rooms may be rented separately from the Unit and no leases for less than thirty consecutive days shall be permitted; entire Units may be leased for periods of not less than thirty consecutive days. Units which are leased may be occupied only by the lessee and his family, servants and guests.

G. Reasonable rules and regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Asso-

ciation to all Unit owners and residents of the Condominium upon request. Any such regulations shall not be required to be incorporated in an amendment to this Declaration or otherwise filed of record.

H. The original Condominium Unit owner, i. e., the first purchaser of a Unit from the Developer, shall, at the option of the Developer, be permitted to have one pet, excluding birds and fish, kept in his Unit, provided said Unit owner is the owner of a pet at the time he executed his Purchase Agreement for his Condominium Unit, and said pet is alive at the time Purchaser takes title to his Condominium Unit, provided that said pet shall always be kept on a leash when outside of the Unit. The pet shall only be permitted to relieve itself in areas specified by the Board of Directors of the Association, and all pets at all times shall be kept under such Rules and Regulations as adopted by the Board of Directors, and should a pet cause or create a nuisance or disturbance, said pet shall be permanently removed from the Unit owner's Unit and the Condominium property within three (3) days after notice from the Board of Directors of the Association. The foregoing provisions relating to pets shall apply to the applicable living pet of the Condominium Unit owner and upon said pet's demise, the pet may be replaced only with the prior written approval of the Association. A Unit owner may not lease his Unit to a party who is the owner of a pet, including fish and birds.

I. A Unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls of the buildings, including awnings and/or storm shutters, doors or windows, nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit; nor shall they place any furniture or equipment outside their Unit or on the Limited Common elements appurtenant to

their Unit except with prior written consent of the Board of Directors, and further, when approved, all of the above shall be subject to the Rules and Regulations adopted by the Board of Directors.

J. No clothes line or similar device shall be allowed on any portion of the Condominium property except in areas that may be designated by the Association. An antenna may not be installed and/or affixed to any exterior part of a Unit, the Limited common elements or the Common elements of the Condominium.

K. The overnight parking of vehicles of any kind upon any of the Condominium property used for roadway purposes is prohibited, and the overnight parking of automobiles without a current license tag and inspection certificate, or trucks, trailers, motor homes, campers or boats is prohibited.

ARTICLE XVI

LIMITED COMMON ELEMENTS

Those portions of the Common elements reserved for the use of certain Unit owners or a certain Unit owner, to the exclusion of other Unit owners, are deemed Limited common elements. Any expense for the maintenance, repair or replacement relating to Limited common elements shall be treated as and paid for as part of the Common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a Unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of said Unit, which assessment shall have the same force and effect as all other assessments. The Limited common elements include the following:

A. Balconies or Terraces: A Unit owner shall have the right to the exclusive use of his connecting terrace or balcony and shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior balcony or terrace, and the maintenance, care, preservation and replacement of the screening or enclosure on the said balcony or terrace, if applicable, and fixed and/or sliding glass doors in the entrance way to said balcony or terrace. A Unit owner may not modify or enclose his balcony or terrace except with the prior written approval of the Board of Directors of the Association, and said Directors may designate a type or design of modification or enclosure that they will approve, or they may refuse to approve any type of modification or enclosure in their sole discretion.

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

ARTICLE XVII

EASEMENTS

A. The Common elements shall be, and the same are hereby declared to be subject to a perpetual, non-exclusive,

Easement, which easement is hereby created in favor of all the Unit Owners in this Condominium and in favor of all the Unit Owners in subsequent phases of this Condominium for their use and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish rules and regulations governing the use and enjoyment of the just-described easements.

B. All of the Condominium property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the improvements constructed on the Units, or caused by minor inaccuracies in building or re-building said improvements, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

C. If there shall be located within the boundaries of any Unit, any conduits, plumbing, wiring or other facilities for the furnishing of utility services to other Units, or to the Common elements, an easement in favor of the Association and the other Unit Owners shall exist therefor, and an easement of access to and through such Unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Said access to the Unit shall only be during reasonable hours, except that access may be had at any time in case of emergency.

D. Every portion of a Unit contributing to the support of the building shall be burdened with an easement of support for the benefit of all other Units and Common elements in the building and vice versa.

E. The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Easements are reserved through the Condominium property as may be required for construction purposes and for utility services, which shall include, but not be limited to, water, sewer, telephone, power, electric, natural gas, cable television, irrigation, and other utility services. Developer, for itself, its assigns, and the Association herein described, reserves the right to impose upon the Common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the development of the lands of this Condominium.

G. If a subsequent phase or phases of this Condominium is developed as provided for in Article XXI, the owners and lessees of Units in said phase or phases and the members of their families and servants residing in such Units and the guests and invitees of the foregoing shall be entitled to enjoy the easements described in Paragraphs A and B, and the persons named in Paragraphs A and B above shall enjoy similar rights with respect to the Common elements, other than limited common elements added to this Condominium, pursuant to Article V.

H. Exhibit R describes a perpetual ingress, egress and utility easement which has been submitted to condominium form of ownership, fee simple title to which is held by the Developer. It shall be the obligation of the Association to pay all real estate taxes and assessments imposed by any governmental authority on such easement area. In the event that all phases are submitted to condominium form of ownership by the Developer, then contemporaneously with the execution of the Amendment submitting the final Phase, Developer shall execute and deliver its Warranty Deed conveying fee simple title to the lands described in Exhibit R to the Association, on the condition that the same shall be used only and exclusively for ingress, egress and utility purposes. The Association may also, consistent with said condition, declare the lands as part of the common elements, pursuant to F.S. 718.110(6).

ARTICLE XVIII

TERMINATION

A. The Condominium may be terminated in the manner provided by the Act; it may also be terminated as hereafter set forth.

B. In the event of major damage to the Condominium property as defined in Article XIII, the Condominium may be terminated as provided

in and subject to the provisions of Article XVIII hereof.

C. The Condominium may be terminated at any time by the written consent of the record owners of all Units and with the written consent of all mortgagees holding recorded mortgages on the Units.

D. The Condominium may be terminated at any time with the written consent of (i) the record owners of Units having appurtenant thereto not less than a 75% undivided interest in the Common elements and (ii) all mortgagees holding recorded mortgages on the Units in the Condominium, provided, however, that within thirty (30) days following the obtaining of such consents, all consenting owners, or a lesser number of them, shall agree in writing to purchase all Units owned by non-consenting record owners upon the terms hereinafter set forth, and notice of such agreement is sent to the non-consenting record owners of each Unit that the option to purchase such Unit, set forth in paragraph 1 below, is being exercised. Such consents shall be irrevocable until the expiration of the said thirty-day period, and if all such options are exercised, the consents shall be irrevocable. The option to purchase each Unit belonging to non-consenting owners shall be exercised and the purchase thereof shall be consummated as follows:

1. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to the record owners of each Unit to be purchased an agreement to purchase signed by the persons who will participate in the purchase of such particular Unit, together with a notice which shall state that all Units, owned by owners not approving the termination are to be purchased and which shall set forth all Units to be purchased and the names of all persons participating in each such purchase. The agreement shall effect a separate contract between the sellers and the purchasers of each particular Unit.

2. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then-existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

5. Failure to Close. If any sale shall fail to close, the Association may procure another purchaser to purchase the Unit at the said sales price; the closing of the latter sale to take place within sixty (60) days following the closing date of the sale which failed to close.

At such time as all such purchases have been closed, the Condominium shall terminate.

E. The termination of the Condominium in any manner shall be evidenced by a certificate of the Association executed by its president and secretary certifying under oath as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

F. In the event the Condominium shall be terminated, then upon termination:

1. The then-Unit owners shall own all of the Condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the Common elements appurtenant to the owners' Units immediately prior to the termination.

2. If the subsequent phase or phases shall not have been developed pursuant to Article XXI, and if the right of the Developer and its successors in title to develop shall have terminated, then all assets of the Association shall be distributed to the Unit owners in the same manner as set forth in paragraph 1 of this Paragraph "F".

3. If the subsequent phase or phases shall have not been developed pursuant to Article XXI, and if the right of the Developer and its successors in title to develop said phase or phases shall not have terminated, then the Association shall offer to sell any existing Common recreational facilities to the Developer or its said successor in title to the property described in Exhibits E and F hereto at its fair market value. The Developer, or said successor in title, shall have sixty (60) days within which to accept the offer. If the offer is accepted, the Association shall convey the Common recreational facilities, to said purchaser by warranty deed and shall distribute the sales proceeds and the other assets of the Association to the Unit owners as provided in paragraph 1 above; if the offer is not accepted, the right of the Developer and its successor in title to develop said Phase or Phases shall terminate and the Common recreational facilities shall be distributed to the Unit owners as provided in paragraph 1 above.

G. This Article concerning termination cannot be amended without the consent of all Unit owners and of all

record owners of mortgages upon the Units; no amendment may be made to this Article which impairs the rights of the Developer and its said successors in title to develop the subsequent phase or phases as provided for in Article XXI, or which impairs the rights of owners of Units in said subsequent phase or phases.

ARTICLE XIX

COMPLIANCE AND ENFORCEMENT

Each Unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, and the Articles of Incorporation, By-Laws, Regulations and Rules of the Association. Failure of a Unit owner so to comply shall entitle the Association and/or the other Unit owners to the relief set forth in the following sections of this Article in addition to the remedies provided by the Condominium Act.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common elements, by the Unit owner.

In any proceeding arising because of an alleged failure of a Unit owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation, By-Laws, Regulations or Rules of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including fees on appeal, as may be awarded by the Court.

The failure of the Association, the Developer or any Unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, By-Laws, or the Regulations or the Rules of the Association, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XX

RIGHTS OF DEVELOPER

So long as Developer shall own any Unit, the Developer shall have an absolute right to lease, sell, transfer, and/or convey any such Unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest and in connection herewith the right the Association has, or may hereafter acquire to approve or disapprove purchasers, lessees and other transferees shall not be operative or effective in any manner as to Developer. Said Developer shall have the right to transact on the Condominium property any business necessary to consummate the sale, lease or rental of Units including, but not limited to, the right to maintain models, have signs, employees in the models or offices, and permit the use of Common elements to show Units. A sale or rental office, signs, and all items pertaining to sales or rentals shall not be considered Common elements, and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be and remain the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

The Developer shall have the right to retain control of the Association and to elect members of the Board of Directors of the Association in accordance with, and pursuant to, the provisions of the Florida Statutes 718.301(1), in effect as of the date of the recordation of this Declaration.

Whenever Developer shall be entitled to designate any person or persons to serve on the Board of Directors of Association, such designation shall be made in writing, and Developer shall have the right to remove any person or persons so designated by it and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Written instruments so designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

The initial monthly assessment for each Unit owner shall be as set forth in the Estimated Operating Budget, and notwithstanding the obligation of each Unit owner to pay his share of the Common expenses and assessments as provided for in this Declaration, until December 31, 1978, or until the date when the majority of the Board of Directors of the Condominium Association is elected by the Unit owners in the Condominium, rather than by the Developer, whichever is sooner as determined solely by the Developer, the Developer shall be excused from payment of its share of the Common expense as to the Units owned by the Developer. During the period of time when the Developer is excused from paying its share of the Common expenses, the Developer shall be obligated to pay either the difference between the Association's Common expenses and the sums collected as the assessment for Common expenses from Unit owners other than the Developer, or the amount of the assessment for Common expenses on the Units owned by the Developer which would be due but for this provision, whichever is less. During the period of this obligation, the Developer

shall have the right where it deems it necessary to require that the Board of Directors of the Condominium Association increase said monthly assessments in an amount as determined by the Developer which shall not exceed fifteen percent (15%) in toto for each one year period of the guaranty over the stated monthly assessment for each Unit as specified in the preceding year's operating budget.

Nothing herein contained shall be construed as giving this Condominium or the Association the exclusive right to use the name THE CYPRESS AT WOODMONT, A CONDOMINIUM, and the Developer reserves the right to use said name in future "THE CYPRESS AT WOODMONT" projects, changing only the number designation of the project. Further, nothing herein contained shall be construed as allowing this Association to manage future "THE CYPRESS" Condominium projects.

All rights in favor of Developer reserved in this Declaration of Condominium and the exhibits attached hereto are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

ARTICLE XXI

PHASE CONDOMINIUM

This Condominium may be developed in phases pursuant to F. S. 718.403, as enacted under Chapter 76-222, of the laws of the State of Florida with the first phase, i.e., Phase _____ consisting of the real property and units in the apartment buildings and other improvements shown and set forth on Exhibit _____ attached hereto. The units in Phase _____ of this Condominium shall own a fractional undivided interest in the common elements and be responsible for a fractional share of the common expenses of this Condominium as set forth in Exhibit O to this Declaration. Should the Developer decide, in its sole discretion, to add all or part of Phases I through XII, to this Condominium (except, of course, for the initial phase submitted by virtue of the recordation of this Declaration), each of said phases shall consist of

real property described in Exhibits B through M and then in such event, this Condominium shall consist of the units in the buildings and other improvements as described and set forth in said Exhibits. Each of the Phases consist of eight (8) units and, in the event all twelve phases should be added to this Condominium, there will be ninety six (96) total units and each unit owner in the Condominium will own an undivided interest in the common elements and be responsible for a fractional share of the common expenses as more fully described in Exhibit O which also states the general size of each of the units in Phases I through XII, inclusive. In the event all phases are added to this Condominium, they will all be completed by September 30, 1980, and the impact on the Condominium will be to increase the number of units from 8 to a maximum number of 96 units, and the number of persons who will be entitled to use the recreational facilities will also be increased accordingly. The further impact will be to increase the common expenses; however, the number of units sharing the said costs will be increased as provided for in Exhibit O.

Each Unit in the Condominium is entitled to membership in the Condominium Association, and one member who is designated as a voting member by a Unit owner shall be entitled to cast one (1) vote at any meeting of the Association, as provided in Article IV of this Declaration. When the membership consists of only Phase , there will be eight (8) memberships and voting members in the Association, and if all Phases I through XII, inclusive, are added to this Condominium, there will be ninety six (96) voting memberships and voting members in the Association, with each voting member being entitled to cast one (1) vote at any Association meeting. There are no ownership interests in the Condominium Association.

Should the Developer, in its sole discretion, decide to construct and add units in all or a part of Phases I through XII to this Condominium, then upon substantial completion of the construction of the improvements, including the apartment building or buildings to be added in said phase or phases, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase or phases to be added and certify said survey as required by and pursuant to the applicable provisions of F. S. 718 et. seq. and F. S. 718.104(4)(e). This survey shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Broward County, Florida, together with such other exhibits relating thereto as the Developer determines, in his sole discretion, are necessary. Pursuant to F. S. 718.403, as enacted under Chapter 76-222 of the laws of the State of Florida and the last paragraph of Article VII of this Declaration, this amendment or amendments shall not be required to be executed by, nor consented to by, the Unit owners, Condominium Association, nor the members thereof, nor the owners or holders of any lien encumbering a Condominium parcel in this Condominium.

NOTHING CONTAINED IN THIS ARTICLE XXI SHALL BE CONSTRUED AS REQUIRING THE DEVELOPER TO CONSTRUCT ALL TWELVE PHASES AND APARTMENT BUILDINGS REFERRED TO HEREIN AND ADD THE SAME TO THIS CONDOMINIUM. ADDITIONALLY, NOTHING CONTAINED IN THIS ARTICLE XXI SHALL REQUIRE THE DEVELOPER TO SUBMIT PHASES I THROUGH XII, INCLUSIVE, IN THEIR SEQUENTIAL ORDER. FOR EXAMPLE, SAID PHASES MAY BE ADDED TO THE CONDOMINIUM, BY AMENDMENT AS PROVIDED HEREIN, IN ANY ORDER THE DEVELOPER DESIRES WITH, FOR EXAMPLE, PHASE IX BEING ADDED BEFORE PHASE II, PHASE XII BEING ADDED BEFORE PHASE IV, ETC.

If said units and apartment buildings are constructed and added to this Condominium in one or more subsequent phases and amendments, all such construction will be completed, and the apartment buildings and units added to this Condominium by September 30, 1980.

The developer and its designees shall have the right, in its sole discretion, and at such time as it desires, to enter on, over and across the Condominium property, and the further right to use such portions of the Condominium property for construction purposes. Any such construction by the Developer on the Condominium property or units shall in no event constitute a nuisance or be deemed to be in interference with the use of enjoyment of owners of units, which are occupied by the Unit owners other than the Developer.

The Developer reserves the right to change the arrangement and location of any or all units in the phases not yet added to this Condominium. The Developer further reserves the right to change the exterior and interior design of the improvements to be constructed on any of the units in this Condominium or in any subsequent phase to be added to this Condominium, so long as the Developer owns the units so altered.

ARTICLE XXII

MISCELLANEOUS

Whenever notice is required under the terms of this Declaration, such shall be given in writing to the Association, to the Unit owner, or to any mortgagee, as the case may be, by personal delivery to such party, or by depositing with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed as follows:

ASSOCIATION

As the Association's address appears on record at the office of the Secretary of State of Florida.

UNIT OWNER

As the address of the Unit owner appears on the books of of the Association.

MORTGAGEE

As the address of the mortgagee appears on the books of the Association.

Notice served on the Secretary of the Association in the aforesaid manner shall constitute notice to the Association. Until the election of the officers of the Association, Developer shall be authorized to act as agent on behalf of the Association with respect to the giving of notice as hereinbefore provided. Notice to Developer shall be as aforesaid and addressed as follows:

7801 Northwest 80th Avenue
Tamarac, Florida 33321

or to such other address as Developer shall, in writing, advise the person giving such notice to utilize for such purposes.

All the provisions of this Declaration and the exhibits attached hereto shall be construed as covenants running with the land and with every part thereof, and every interest therein, and every Unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said documents. In the event there is any dispute in connection with the terms and conditions of this Declaration, resulting in the initiation of any litigation by the Association or any member thereof, if the Developer is successful in said litigation, Developer shall be entitled to recover reasonable attorneys fees, plus those costs incurred in connection with said action and any and all appeals.

The invalidity in whole or in part of any covenant or restriction, or any section, paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration or any exhibit thereto, shall not affect the validity of the remaining portions thereof.

The terms and provisions, covenants and conditions of this Declaration shall be binding upon and inure to the benefit of the parties hereto.

The headings of the sections, subsections, paragraphs, and subparagraphs of this Declaration are for the purpose of

convenience only and shall not be deemed to expend or limit the provisions contained in such sections and subsections.

The interpretation, construction and effect of this Declaration shall be in accordance with and be governed by the laws of the State of Florida.

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

IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration, this _____ day of _____, 197 , and caused its seal to be affixed.

Signed, sealed and delivered in the presence of:

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(corporate seal)

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

By: _____

Attest: _____

(corporate seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this _____ day of _____, 1977.

My commission expires:

Notary Public, State of Florida

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said County and State, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a Florida corporation; that then and there the said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this _____ day of _____, 1977.

My commission expires:

Notary Public, State of Florida

MORTGAGEE'S CONSENT TO
DECLARATION OF CONDOMINIUM OF
THE CYPRESS OF WOODMONT, A CONDOMINIUM

FOR TEN DOLLARS (\$10.00) and other good and valuable considerations, in hand paid to CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION ("Mortgagee"), receipt of which by the Mortgagee is acknowledged by its subscription at the end of this Consent, the Mortgagee, as the owner and holder of that certain Mortgage, dated the ____ day of _____, 19____, and recorded in O. R. Book _____, Page _____, of the Public Records of Broward County, Florida, given to secure Mortgagor's Promissory Note in the original principal amount of \$_____, hereby consents to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, dated the ____ day of _____, 197____, to which this Consent is attached. However, this Consent has been given with the specific understanding that the lien of the Mortgage above described shall hereafter be a lien upon each of the condominium units created by the aforesaid Declaration, together with all of the appurtenances thereto. This Consent shall also operate as a consent to all of the phases (Phases I through XII, inclusive) as provided in the Declaration, and as each phase is submitted to condominium form of ownership, each of the units created in such subsequent phases shall, likewise, be subject to the lien of the aforesaid Mortgage.

Nothing herein contained shall be deemed to limit, affect, or modify the Mortgage held by the Mortgagee or its priority, the sole purpose hereof being to set forth the consent of the Mortgagee to the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, to which this Consent is attached.

Signed, sealed and delivered
in the presence of:

CORAL GABLES FEDERAL SAVINGS
AND LOAN ASSOCIATION

_____ By: _____
President

_____ Attest: _____

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid, _____ and _____, as _____ and _____, respectively of CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, a national banking association, to me known to be the persons described in and who executed the foregoing Mortgagee's

Consent, and they executed the same for and on behalf of said CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, and are duly authorized to do so.

WITNESS my hand and official seal in said county and state last aforesaid, on the ____ day of _____, 197__.

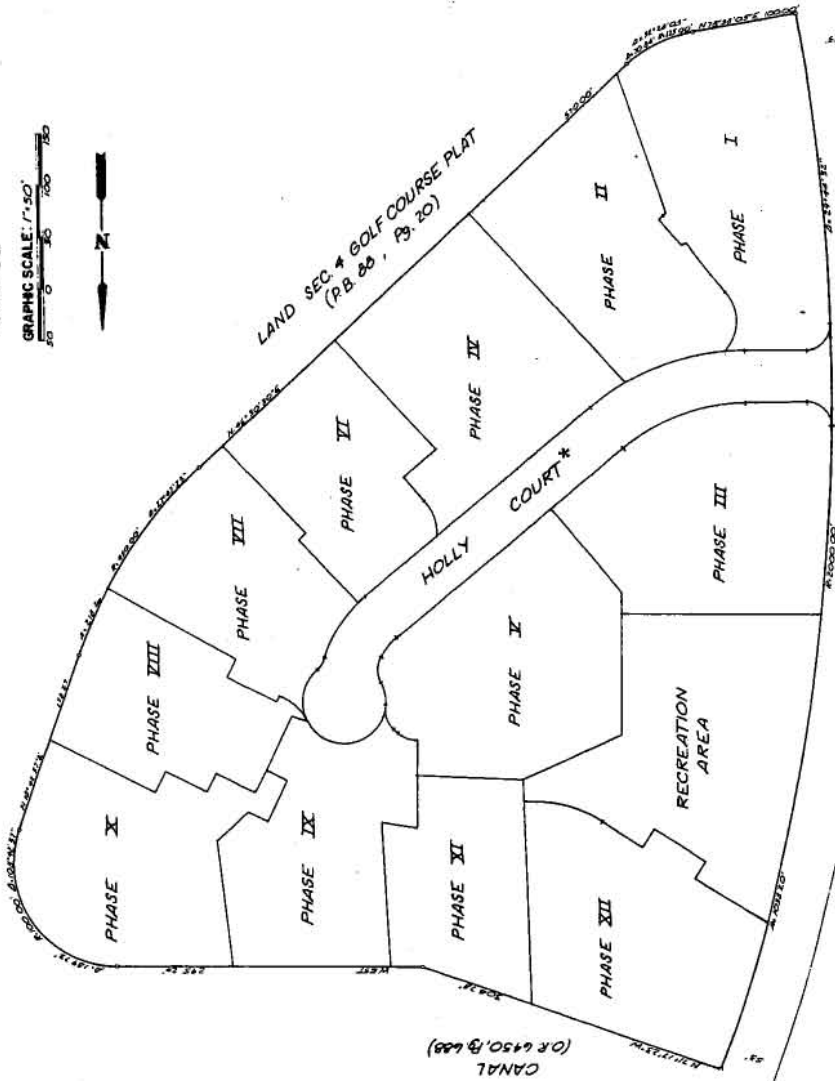
My commission expires:

Notary Public

THE CYPRESS AT WOODMONT

A CONDOMINIUM EXHIBIT A.

GRAPHIC SCALE: 1" = 20'
 0 20 40 60 80 100 120



LAND SEC. 4
 According to the plat recorded in
 Public Book No. 88, Page 20 of the Public Records of Broward County,
 Florida, there is hereby being set apart and being in Broward County, Florida,
 containing 11.871 acres, more or less.

SHEET / OF / SHEET
 THE CYPRESS AT WOODMONT
 A CONDOMINIUM
 EXHIBIT A

On the PLAT OF WOODMONT TRACT 61, Holly Court is dedicated to the City of Tamarac for the perpetual use of the public for proper purposes.

DATE	11/17/79
BY	CRAVEN THOMPSON & ASSOCIATES, INC.
TITLE	CONDOMINIUM PLANS
PROJECT	THE CYPRESS AT WOODMONT
OWNER	WOODMONT TRACT 61, INC.
SCALE	AS SHOWN
DATE	11/17/79
BY	CRAVEN THOMPSON & ASSOCIATES, INC.
TITLE	CONDOMINIUM PLANS
PROJECT	THE CYPRESS AT WOODMONT
OWNER	WOODMONT TRACT 61, INC.
SCALE	AS SHOWN

CRAVEN THOMPSON & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 5901 NW 31 AVENUE - FORT LAUDERDALE, FLORIDA 33309 - (305) 971-7770
 MEMPHIS 4110 LAYTON DRIVE - MEMPHIS, MISSISSIPPI 38117

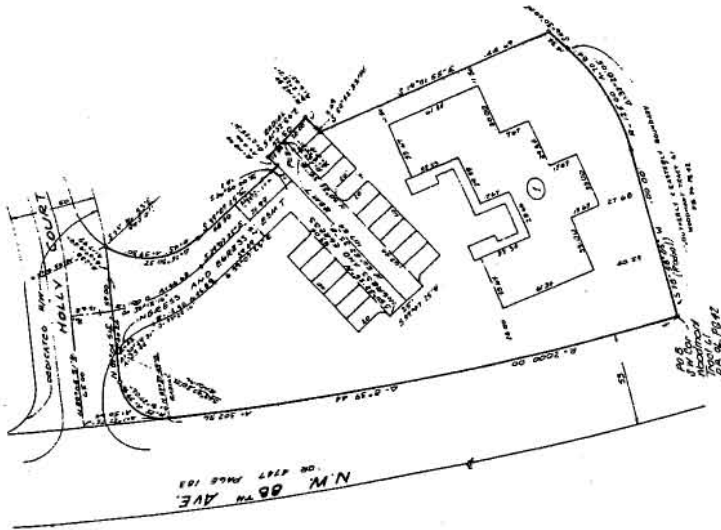
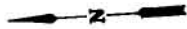


THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT B PHASE I.

GRAPHIC SCALE: 1" = 50'



NOTES:

- The dimensions shown herein are based on S.T. and best value.
- All utility lines shown, unless otherwise indicated, shall refer to the location of utility lines as shown on the survey.
- Dimensions are shown to the center of the line.
- Do not represent to build on easement.

LEGEND:

1. All utility lines shown on this plan are shown for information only. The location of utility lines shall be determined by the utility companies.

2. All utility lines shown on this plan are shown for information only. The location of utility lines shall be determined by the utility companies.

3. All utility lines shown on this plan are shown for information only. The location of utility lines shall be determined by the utility companies.

4. All utility lines shown on this plan are shown for information only. The location of utility lines shall be determined by the utility companies.

DISCLAIMER:

This plan is prepared by Craven-Thompson & Associates, Inc., a professional engineering firm, and is not to be used for any purpose other than that intended by the engineer. The engineer is not responsible for any errors or omissions in this plan, and is not to be held liable for any damages or losses resulting from the use of this plan. The engineer is not to be held liable for any damages or losses resulting from the use of this plan.

CRAVEN-THOMPSON & ASSOCIATES, INC.
 ENGINEERS, PLANNERS & SURVYORS
 FORT LAUDERDALE, FLORIDA 33309

SHEET 1 OF 3 SHEETS
 THE CYPRESS AT WOODMONT
 A CONDOMINIUM
 EXHIBIT B PHASE I

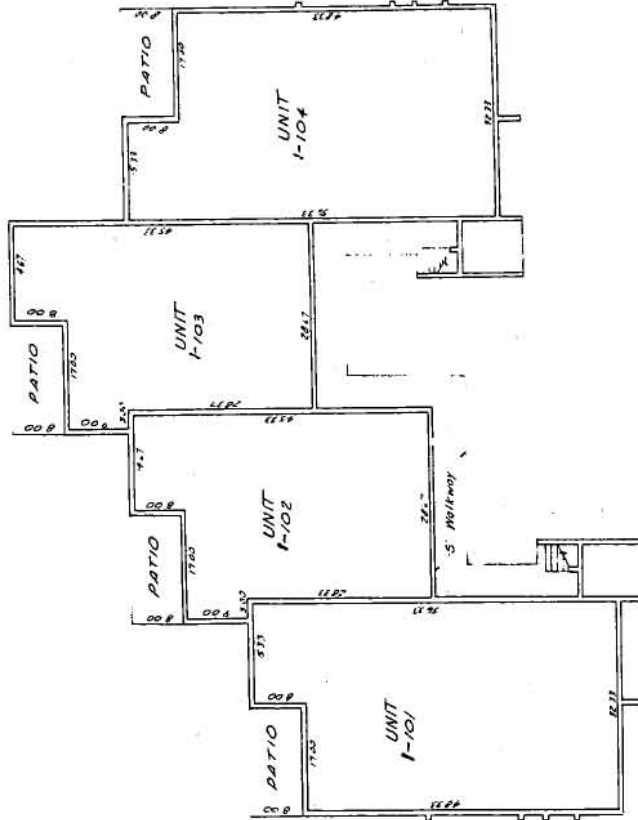
PRICE	NO. OF UNITS	SITE	NO. OF	DATE
By Craven-Thompson & Associates, Inc.	14	3-14-78	14	14
By Craven-Thompson & Associates, Inc.	14	3-14-78	14	14

CRAVEN-THOMPSON & ASSOCIATES, INC.
 ENGINEERS, PLANNERS & SURVYORS
 FORT LAUDERDALE, FLORIDA 33309 • (305) 971-7770
 5701 NW 31 AVENUE



THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT B
PHASE I



NOTES
All walls are 2 1/2" thick unless otherwise noted.
Finished Floor Elevation
Finished Ceiling Elevation

Proposed Finished Floor Elevation 135' 0"
Proposed Finished Ceiling Elevation 21' 3"

SHEET 2 OF 3 SHEETS

EXHIBIT B PHASE I
BUILDING NO 1
PLAN OF 1ST FLOOR

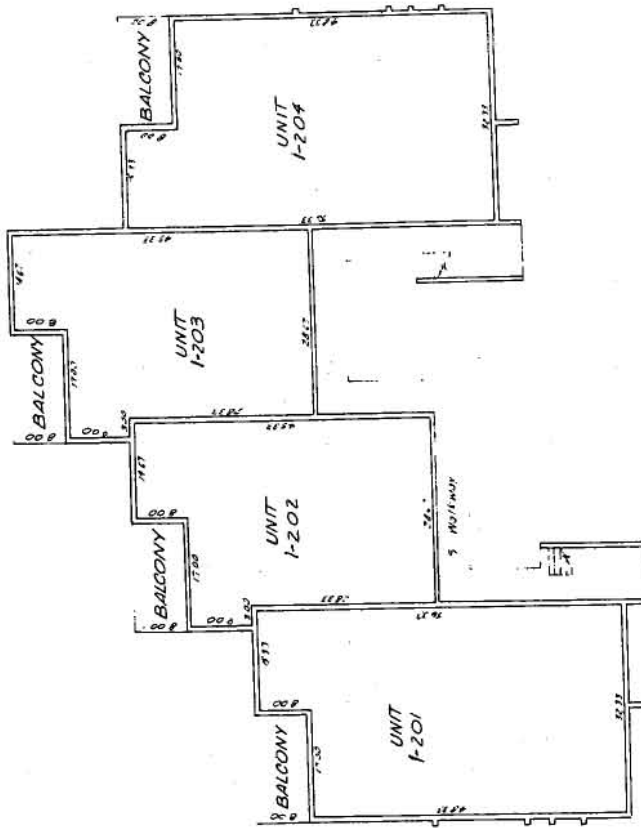
CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS
PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

SCALE 1/8" = 1'-0"
BY: [Signature]
DATE: 12/20/77
PROJECT NO. 11-101

CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS
PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1110 S. GARDNER AVENUE, SUITE 100 - PUEBLO, CO. 81001

THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT B
PHASE I



NOTES:
 All notes are to be read in conjunction with the site plan.
 Finished Floor Elevation
 Finished Ceiling Elevation

Finished Floor Elevation - 2217
 Proposed Finished Ceiling Elevation - 3021

SHEET 3 OF 3 SHEETS
 EXHIBIT B PHASE I
 BUILDING NO 1
 PLAN OF 2nd FLOOR

DATE 7-1-88
 BY [Signature]
 AT [Signature]
 (S) [Signature]

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

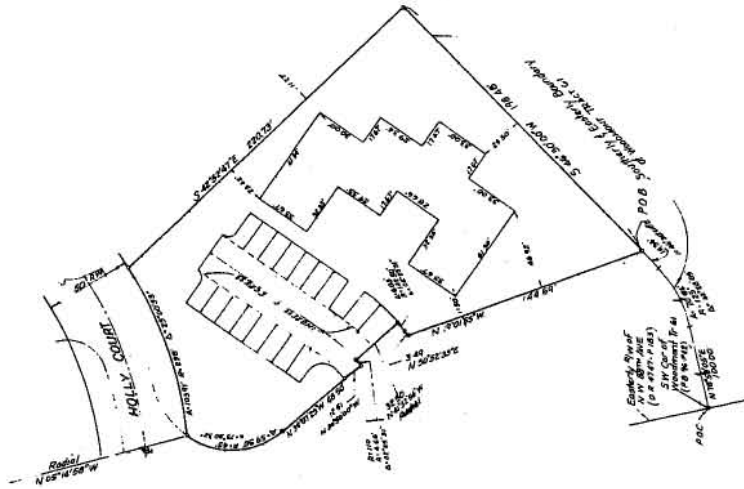
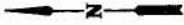
1001 BROADWAY, SUITE 200, NEW YORK, N.Y. 10018

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT C PHASE II

GRAPHIC SCALE: 1" = 30'



SECTION 1001 (REV. 10/1/88)

1. The Condominium shall be created in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61G, Florida Administrative Code.

2. The Condominium shall be created in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61G, Florida Administrative Code.

3. The Condominium shall be created in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61G, Florida Administrative Code.

4. The Condominium shall be created in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61G, Florida Administrative Code.

- NOTES:
- 1. The Condominium shall be created in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61G, Florida Administrative Code.
- 2. The Condominium shall be created in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61G, Florida Administrative Code.
- 3. The Condominium shall be created in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61G, Florida Administrative Code.
- 4. The Condominium shall be created in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61G, Florida Administrative Code.

BY: [Signature]

THE CYPRESS AT WOODMONT
A CONDOMINIUM

EXHIBIT C PHASE II

77
78
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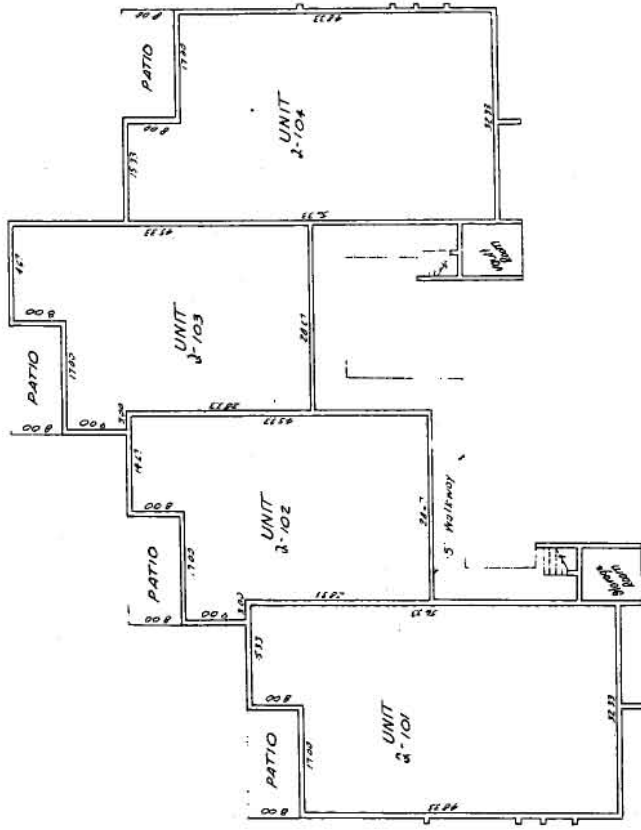
CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS · PLANNERS · SURVEYORS
5701 NW 31 AVENUE · FORT LAUDERDALE, FLORIDA 33309 · (305) 971-7770



UNIT NO.	AREA (SQ. FT.)	PRICE	DATE
101	1,200	\$120,000	10/1/88
102	1,200	\$120,000	10/1/88
103	1,200	\$120,000	10/1/88
104	1,200	\$120,000	10/1/88
105	1,200	\$120,000	10/1/88
106	1,200	\$120,000	10/1/88
107	1,200	\$120,000	10/1/88
108	1,200	\$120,000	10/1/88
109	1,200	\$120,000	10/1/88
110	1,200	\$120,000	10/1/88
111	1,200	\$120,000	10/1/88
112	1,200	\$120,000	10/1/88
113	1,200	\$120,000	10/1/88
114	1,200	\$120,000	10/1/88
115	1,200	\$120,000	10/1/88
116	1,200	\$120,000	10/1/88
117	1,200	\$120,000	10/1/88
118	1,200	\$120,000	10/1/88
119	1,200	\$120,000	10/1/88
120	1,200	\$120,000	10/1/88

THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT C
PHASE II



NOTES
All walls are 6 1/2 feet wide unless otherwise noted
Finished Floor Elevation
Finished Ceiling Elevation

Proposed Finished Floor Elevation 1500
Proposed Finished Ceiling Elevation 21/3

SHEET 2 OF 3 SHEETS
EXHIBIT C PHASE II
BUILDING NO. 2
PLAN OF 1st FLOOR

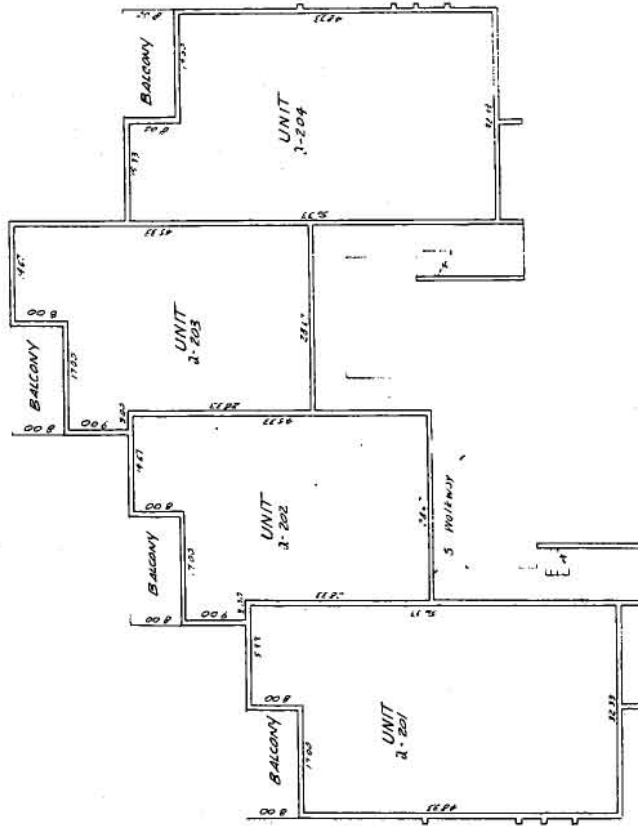
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DENVER, COLORADO

Scale 1/4" = 1'-0"
11/20/80
11/20/80
11/20/80
11/20/80

CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS
PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS
LAND DEVELOPMENT CONSULTANTS
1225 S. HURON STREET, DENVER, COLORADO 80202

THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT C
PHASE II



NOTES

- All walls are 5-1/2" thick masonry units
- Shower pan
- Finished Floor Elevation
- Finished Ceiling Elevation

Proposed Finished Floor Elevation 2167"
Proposed Finished Ceiling Elevation 2171"

SHEET 3 OF 3 SHEETS

EXHIBIT C PHASE II
BUILDING NO 2
PLAN OF 2ND FLOOR

DATE 1/28/17
BY [Signature]

CRAVEN · THOMPSON & ASSOCIATES, INC.

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

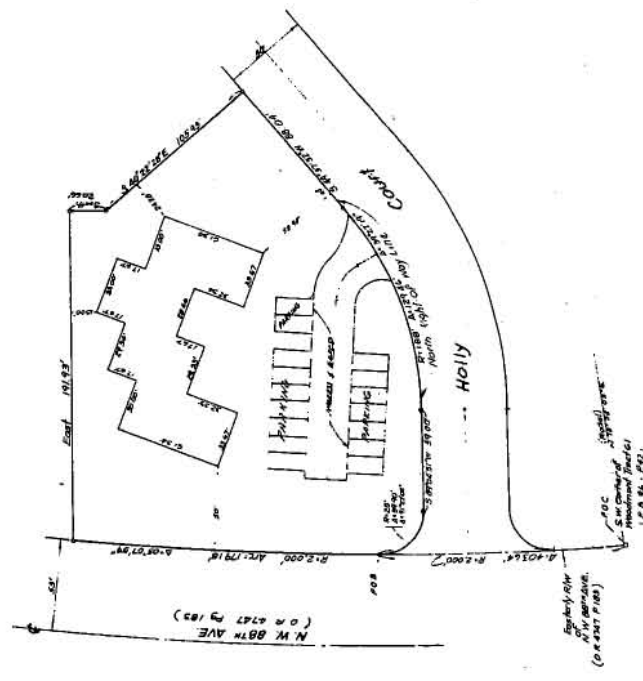
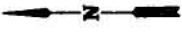
100 S. HARRIS STREET, SUITE 200, HOUSTON, TEXAS 77002

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT B PHASE III

GRAPHIC SCALE: 1"=30'



UPON THIS PLAN, which is based on the... (Detailed legal and technical notes regarding the plan's basis, including references to Florida Statutes and local ordinances, and a list of surveyors and their dates of work.)

- 1. The dimensions shown herein are based on U.S. survey data.
- 2. For all other pertinent information, please refer to the Description of Condominium.
- 3. These plans were prepared in accordance with the provisions of the Florida Statutes, Chapter 71, Section 71.05, and the rules of the Board of Professional Regulation, Chapter 11S, Section 11S.05.
- 4. See the contract or other drawings.

EXHIBIT B
The information made by the... (Additional technical notes and survey data related to the site plan.)

BY: [Signature]
REGISTERED LAND SURVEYOR
No. 11812
STATE OF FLORIDA

SHEET 1 OF 3 SHEETS
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT B PHASE III

77
0
3
3

CRAVEN THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS & ASSOCIATES INC.
SURVEYORS
5701 NW 3rd AVENUE - FORT LAUDERDALE - FLORIDA 33309 - (904) 971-7770
LICENSE NO. 11812 (SURVEYOR) - MARY ANN FAYE BARR, P.E., L.S. (PLANNING) - P. L. THOMPSON, P.L.S. (ENGINEER)

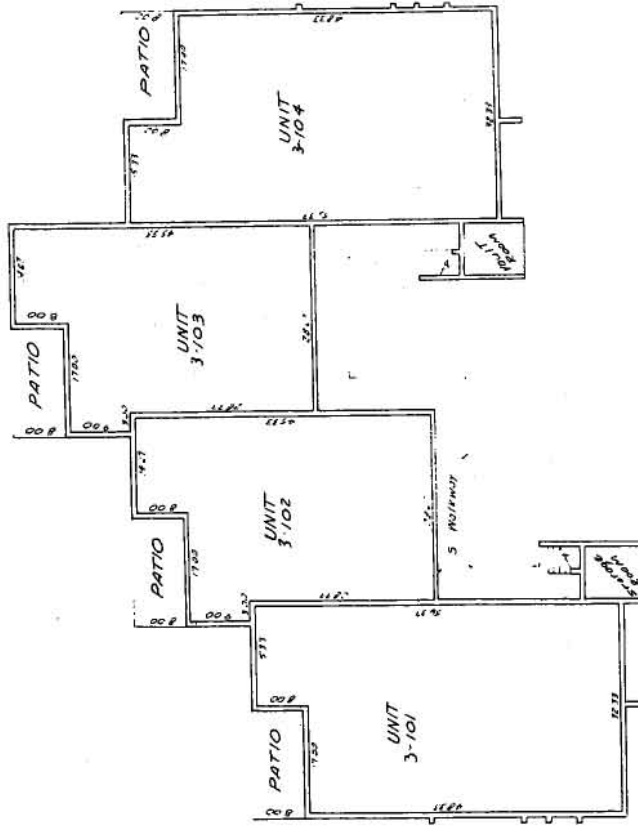
DATE	SCALE	BY	DATE
12/15/93	1"=30'	DLG	12/15/93
12/15/93	1"=30'	DLG	12/15/93
12/15/93	1"=30'	DLG	12/15/93

NOTICE TO THE PUBLIC
This plan was prepared in accordance with the provisions of the Florida Statutes, Chapter 71, Section 71.05, and the rules of the Board of Professional Regulation, Chapter 11S, Section 11S.05. The information made by the surveyor is based on the survey data shown on this plan. The surveyor is not responsible for any errors or omissions in the plan or for any consequences that may result from the use of this plan.



THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT D
PHASE III



NOTES
 1. All dimensions are to the center of walls unless otherwise noted.
 2. Finished Floor Elevation
 3. Finished Ceiling Elevation

Proposed Finished Floor Elevation 13'20"
 Proposed Finished Ceiling Elevation 21'33"

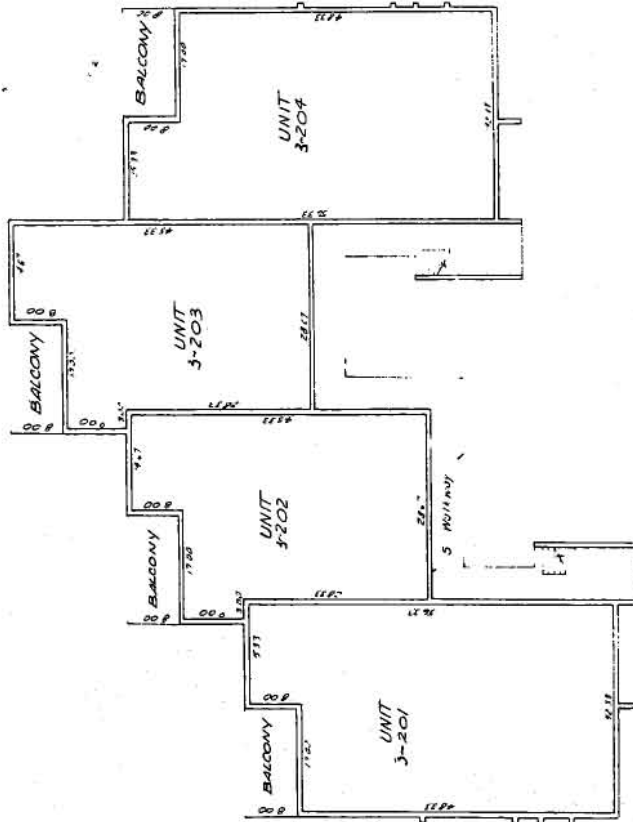
SHEET 2 OF 5 SHEETS
 EXHIBIT D
 BUILDING NO. 3
 PLAN OF 1st FLOOR

ALL DIMENSIONS ARE IN FEET AND INCHES.
 ALL DIMENSIONS ARE TO THE CENTER OF WALLS UNLESS OTHERWISE NOTED.
 FINISHED FLOOR ELEVATION IS 13'20".
 FINISHED CEILING ELEVATION IS 21'33".

DATE: 11-25-77
 BY: J. L. CRAVEN
 PROJECT NO. 11-25-77

CRAVEN THOMPSON & ASSOCIATES, INC.
 CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
 AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
 1310 S. HARRISON STREET, SUITE 100, DENVER, COLORADO 80202

THE CYPRESS AT WOODMONT
 A CONDOMINIUM
 EXHIBIT D
 PHASE III



NOTES
 1. All dimensions are in feet and inches unless otherwise noted.
 2. Finished Floor Elevation
 3. Finished Ceiling Elevation

Proposed Finished Floor Elevation 21.67
 Proposed Finished Ceiling Elevation 20.91

SHEET 3 OF 3 SHEETS
 EXHIBIT D PHASE III
 BUILDING NO 3
 PLAN OF 2ND FLOOR

DATE: 11/17/88
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 DATE: 11/17/88

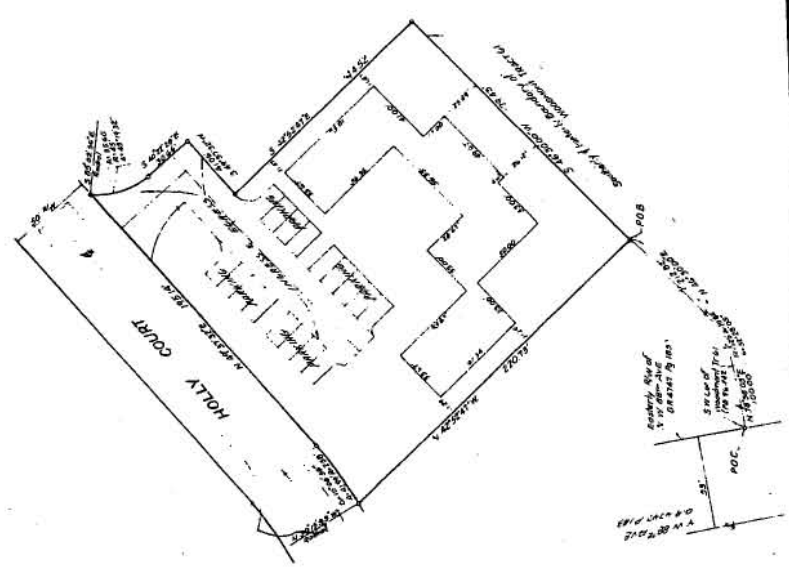
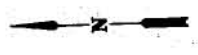
CRAVEN THOMPSON & ASSOCIATES, INC.
 CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
 AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
 1305 S. HUNTER AVENUE, SUITE 100, CHICAGO, ILL. 60606-1305

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT E PHASE I

GRAPHIC SCALE: 1" = 30'



THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL AGENCIES AND THE RECORDATION OF THE PLAN IN THE PUBLIC RECORDS. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY CHANGES TO THIS PLAN AFTER THE DATE OF RECORDATION. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY CHANGES TO THIS PLAN AFTER THE DATE OF RECORDATION.

1. The information shown hereon is based on the following: a. The title block information; b. The site plan information; c. The survey information; d. The engineering information; e. The other information shown hereon. 2. The engineer is not responsible for the accuracy of the information shown hereon. 3. The engineer is not responsible for the accuracy of the information shown hereon. 4. The engineer is not responsible for the accuracy of the information shown hereon.

SHEET / OF 3 SHEETS
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT E PHASE I

NO.	DATE	DESCRIPTION
1	11/17/03	PRELIMINARY PLAN
2	11/17/03	FINAL PLAN
3	11/17/03	REVISIONS

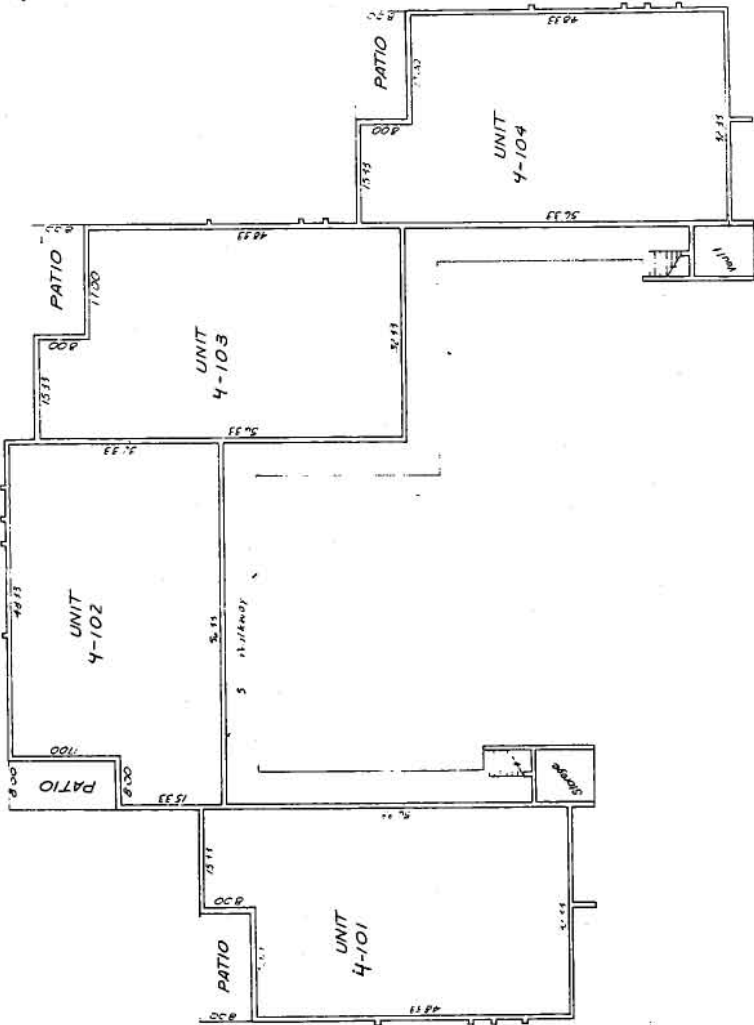
CRAVEN THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
FORT LAUDERDALE FLORIDA 33309 • (954) 971-7770
5701 NW 31 AVENUE



THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT PHASE III E



Proposed Finished Floor Elevation 12.62
 Proposed Finished Ceiling Elevation 20.19

NOTES
 All walls are 5 1/2" feet thick unless otherwise noted
 Finished Floor Elevation
 Finished Ceiling Elevation

SHEET 2 OF 3 SHEETS

EXHIBIT F PHASE III
 BUILDING NO 4
 PLAN OF 1st FLOOR

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

APPROVALS AND RECORDS	SHEET NO.	DATE
BY: [Signature]	7/11	7/11
BY: [Signature]	7/11	7/11
BY: [Signature]	7/11	7/11

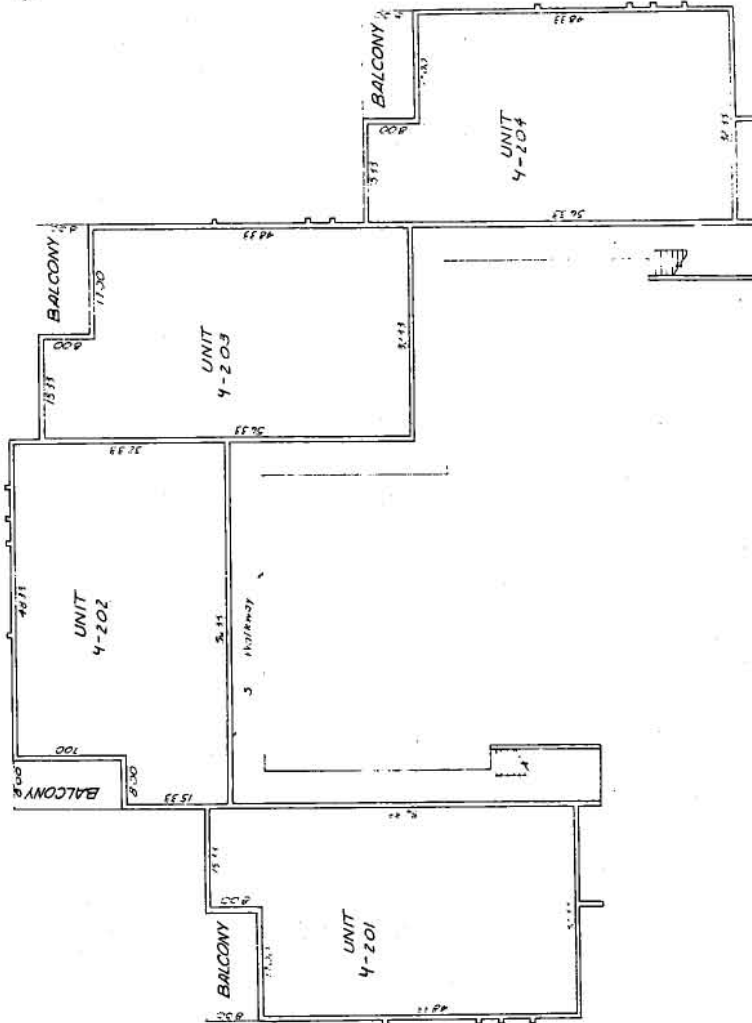
CRAVEN THOMPSON & ASSOCIATES, INC.
 CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS
 PLANNERS LAND SURVEYORS
 AERIAL AND CONSTRUCTION PHOTO SURVEYORS
 LAND DEVELOPMENT CONSULTANTS

1370 J. WYOMING AVENUE, PHOENIX, ARIZONA 85015

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT PHASE IV E



Measured finished Floor Elevation 242'
Proposed finished ceiling elevation 28.8'

NOTES:
All walls are 0.57 feet thick unless otherwise noted
Finished Floor Elevation
Finished Ceiling Elevation

SHEET 3 OF 3 SHEETS

11/1

11/1

11/1

11/1

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11/1

11/1

EXHIBIT E PHASE IV
BUILDING NO 4
PLAN OF 2nd FLOOR

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

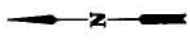
APPROVED FOR RECORD DATE BY SEE SCALE
BY *[Signature]*
DATE 11/21/77
PAGE 14
JOB NO 77-0373

CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS
PLANNERS LAND SURVEYORS
SERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1501 S. HURON STREET - PUEBLO, CO. 81001

THE CYPRESS AT WOODMONT

A CONDOMINIUM EXHIBIT F PHASE IV

GRAPHIC SCALE: 0 20 40 60 80

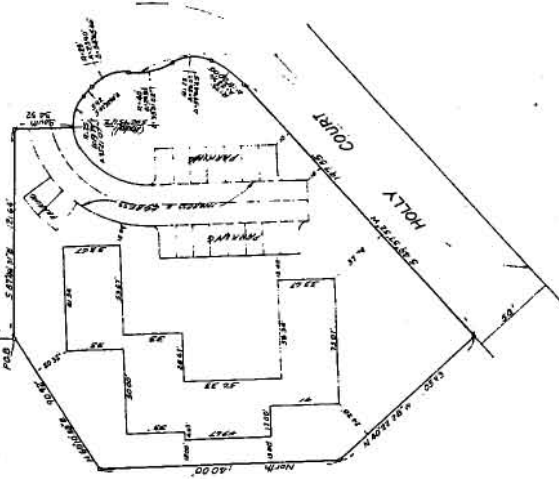


1/4" = 1' OF HORIZONTAL MEASURE
(1/8" = 1')

EXISTING BOUNDARY LINE
N 10° 00' 00" W 180.00'

5 577.87' ± (15.00')

1/4" = 1' OF HORIZONTAL MEASURE
(1/8" = 1')



THIS PLAN IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CRAVEN THOMPSON & ASSOCIATES, INC.

CRAVEN THOMPSON & ASSOCIATES, INC.
ENGINEERS, PLANNERS & SURVEYORS
5701 NW 31 AVENUE, FORT LAUDERDALE, FLORIDA 33309 • (305) 971-7770
GUILD, FLORIDA LICENSE NO. 12545 • STATE LICENSE NO. 12545

NOTES:
1. The foundation system shown are based on N.C.C. report No. 1000.
2. For an exact location of foundation system refer to the description of the foundation system.
3. Foundation walls are indicated by dashed lines.
4. In all dimensions include drainage.

THIS PLAN IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CRAVEN THOMPSON & ASSOCIATES, INC.

SHEET 7 OF 3 SHEETS
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT F PHASE IV

DATE	REVISION	BY	CHKD
11/15/00		JTC	
11/15/00		JTC	
11/15/00		JTC	
11/15/00		JTC	
11/15/00		JTC	

CRAVEN THOMPSON & ASSOCIATES, INC.
ENGINEERS, PLANNERS & SURVEYORS
5701 NW 31 AVENUE, FORT LAUDERDALE, FLORIDA 33309 • (305) 971-7770
GUILD, FLORIDA LICENSE NO. 12545 • STATE LICENSE NO. 12545

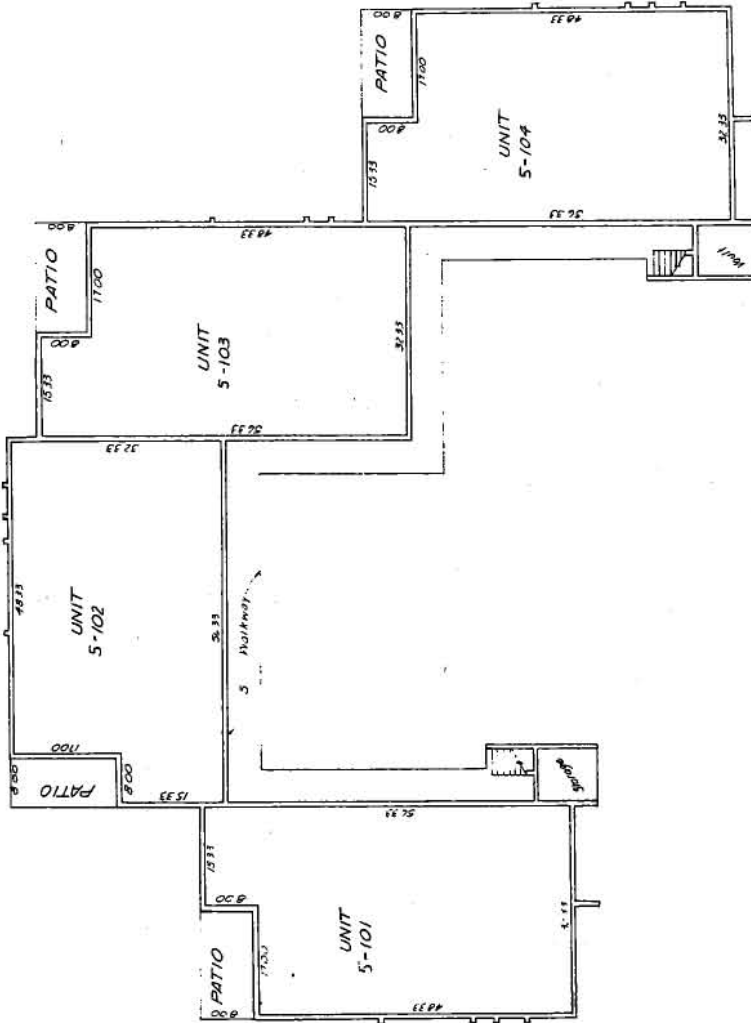


THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT F

PHASE II



Proposed Finished Floor Elevation - R 90
 Proposed Finished Ceiling Elevation - R 103

NOTES.
 All walls are 047 feet wide unless
 otherwise noted
 Finished Floor Elevation
 Finished Ceiling Elevation

SHEET 2 OF 3 SHEETS

EXHIBIT F PHASE II
 BUILDING NO. 5
 PLAN OF 1ST FLOOR

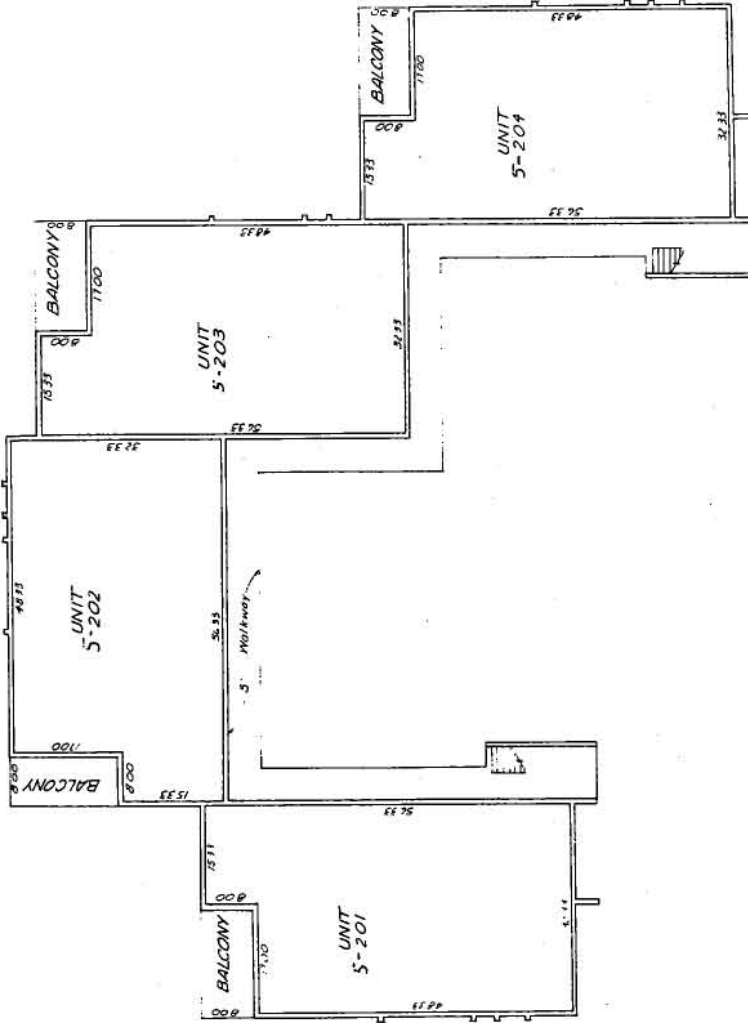
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DATE: 11/17/00
 BY: [Signature]
 19 2000

CRAVEN THOMPSON & ASSOCIATES, INC.
 CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS
 PLANNERS LAND SURVEYORS
 AERIAL AND CONSTRUCTION PHOTO SURVEYORS
 LAND DEVELOPMENT CONSULTANTS
 310 S. HUNTERS PARKWAY, FORT WORTH, TEXAS 76104-1105

THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT F
PHASE IX



Proposed Finished Floor Elevation 21.57
Proposed Finished Ceiling Elevation 29.61

NOTES
All walls are 6 1/2" thick masonry unless otherwise noted
Finished Floor Elevation
Finished Ceiling Elevation

SHEET 3 OF 3 SHEETS

EXHIBIT F PHASE IX
BUILDING NO 5
PLAN OF 2nd FLOOR

DATE 11/1/73
SCALE 1/8" = 1'-0"
BY [Signature]
DATE 11/1/73
PROJECT NO. 72022

DATE	REVISIONS	DATE	BY

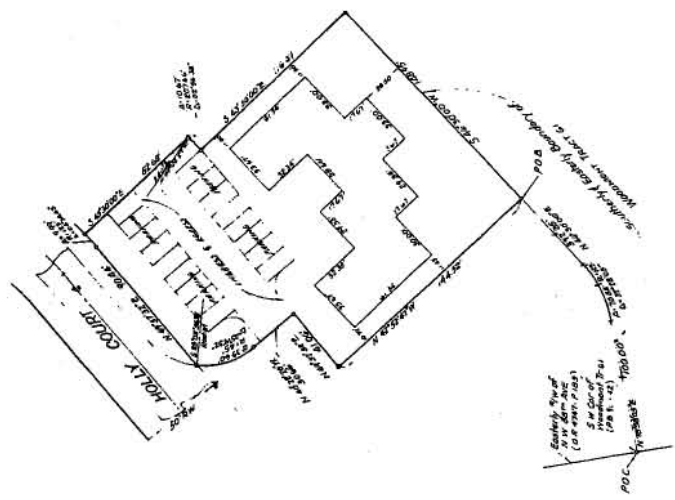
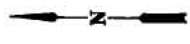
CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS
PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1310 S. HUNTERS PARKWAY, MIAMI, FLORIDA 33134

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT G PHASE VI

GRAPHIC SCALE: 1" = 30'



NOTES:

- The floor plan shown herein was prepared in accordance with the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.
- The floor plan shown herein is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.
- The floor plan shown herein is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.
- The floor plan shown herein is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.
- The floor plan shown herein is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.

NOTES:

- The floor plan shown herein was prepared in accordance with the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.
- The floor plan shown herein is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.
- The floor plan shown herein is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.
- The floor plan shown herein is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.
- The floor plan shown herein is subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended.

SHEET 1 OF 3 SHEETS

THE CYPRESS AT WOODMONT
A CONDOMINIUM

EXHIBIT G PHASE VI

CRAVEN - THOMPSON & ASSOCIATES INC.
 ENGINEERS PLANNERS ARCHITECTS
 5801 NW 31st Avenue Fort Lauderdale, Florida 33309 - (954) 971-7770

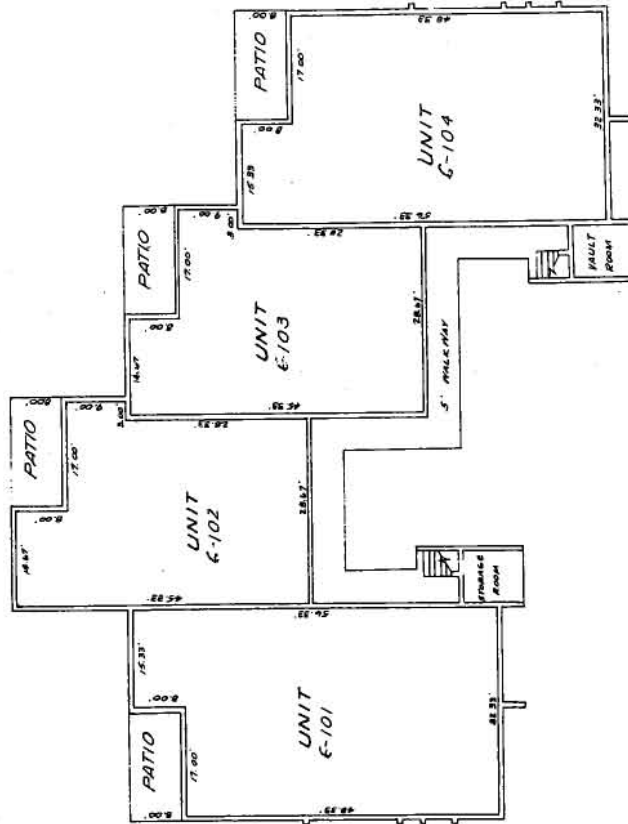
REV.	DATE	BY	DESCRIPTION
1	12/15/88	DCO	ISSUED FOR PERMIT
2	01/10/89	DCO	ISSUED FOR PERMIT
3	02/10/89	DCO	ISSUED FOR PERMIT
4	03/10/89	DCO	ISSUED FOR PERMIT
5	04/10/89	DCO	ISSUED FOR PERMIT
6	05/10/89	DCO	ISSUED FOR PERMIT
7	06/10/89	DCO	ISSUED FOR PERMIT
8	07/10/89	DCO	ISSUED FOR PERMIT
9	08/10/89	DCO	ISSUED FOR PERMIT
10	09/10/89	DCO	ISSUED FOR PERMIT
11	10/10/89	DCO	ISSUED FOR PERMIT
12	11/10/89	DCO	ISSUED FOR PERMIT



THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT **IX**
PHASE **VI**



NOTES:
ALL WALLS ARE 067 FEET WIDE UNLESS OTHERWISE NOTED
FINISHED FLOOR ELEVATION: _____
FINISHED CEILING ELEVATION: _____

PROPOSED FINISHED FLOOR ELEVATION: 12.00
PROPOSED FINISHED CEILING ELEVATION: 10.33

SHEET 2 OF 3 SHEETS

EXHIBIT **IX**
BUILDING NO. 6
PLAN OF 1ST FLOOR

DATE: 11/21/77
SCALE: 1" = 8'
BY: [Signature]
CHECKED: [Signature]
DATE: 11/21/77

DATE	BY	SCALE	REVISION

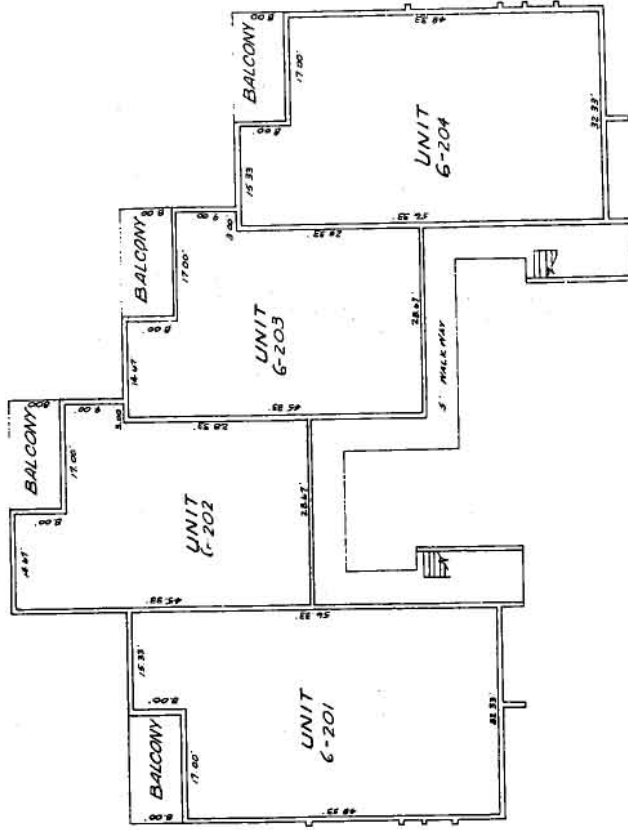
CRAVEN · THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS
PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1830 S. POMERAY MARSHY (INTERSTATE ROAD), POMPANO BEACH, FLORIDA 33069, (305) 787-7770

77
03
73

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT G
PHASE VI



NOTES:
ALL WALLS ARE 0.67 FEET WIDE UNLESS OTHERWISE NOTED.
FINISHED FLOOR ELEVATION: _____
FINISHED CEILING ELEVATION: _____

PROPOSED FINISHED FLOOR ELEVATION: 217.2
PROPOSED FINISHED CEILING ELEVATION: 219.2

SHEET 1 OF 3 SHEETS

EXHIBIT G
BUILDING NO. 6
PLAN OF 2ND FLOOR

DATE	BY	REVISIONS
06/17/17	GT	ISSUE FOR PERMIT
06/17/17	GT	ISSUE FOR PERMIT
06/17/17	GT	ISSUE FOR PERMIT

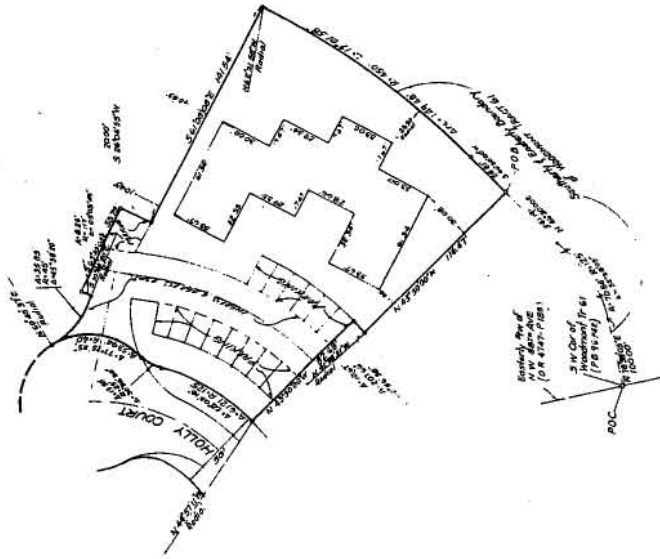
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AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
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THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT H PHASE VII

GRAPHIC SCALE: 1" = 30'



DISCLAIMER
This plan is prepared in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Officials, Chapter 61G, Florida Administrative Code. The engineer and architect do not warrant that the information shown on this plan is true and correct, and they do not warrant that the information shown on this plan is complete. The engineer and architect are not responsible for any errors or omissions on this plan, and they are not responsible for any consequences that may result from the use of this plan. The engineer and architect are not responsible for any consequences that may result from the use of this plan.

- NOTES
- 1. All dimensions shown herein are based on N.O.S. mean sea level.
- 2. For an exact permanent measurement, please refer to the Declaration of Condominium.
- 3. These plans were prepared under contract No. 718-11-0101.
- 4. See all references to both drawings.
- 5. All

ABSTRACT
This plan is prepared in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Officials, Chapter 61G, Florida Administrative Code. The engineer and architect do not warrant that the information shown on this plan is true and correct, and they do not warrant that the information shown on this plan is complete. The engineer and architect are not responsible for any errors or omissions on this plan, and they are not responsible for any consequences that may result from the use of this plan.

6. THE CITY OF WOODMONT, FLORIDA

SHEET 1 OF 3 SHEETS
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT H PHASE VII

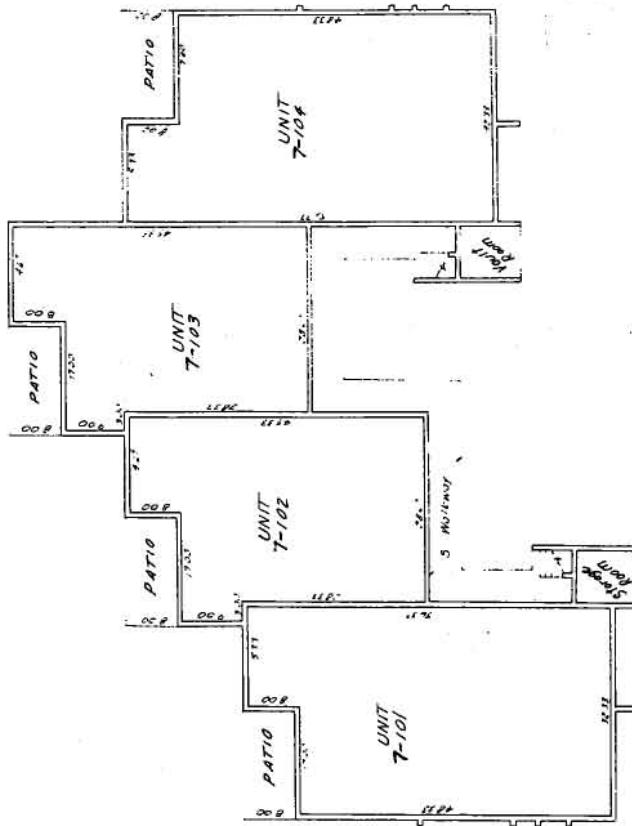
REV.	DATE	BY	SCALE	DATE
1	12/15/11	...	1"=30'	12/15/11
2	12/15/11	...	1"=30'	12/15/11
3	12/15/11	...	1"=30'	12/15/11
4	12/15/11	...	1"=30'	12/15/11
5	12/15/11	...	1"=30'	12/15/11
6	12/15/11	...	1"=30'	12/15/11

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ENGINEERS PLANNERS SURVIVORS
5901 NW 31 AVENUE · FORT LAUDERDALE, FLORIDA 33309 · (905) 971-7770
10315A · FORT LAUDERDALE, FLORIDA 33309 · (905) 971-7770



THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT H
PHASE VIII



NOTES
1. All units are 127-sq-ft with unless otherwise noted.
2. Finished Floor Elevation
3. Finished Ceiling Elevation

Proposed Finished Floor Elevation 12.90
Proposed Finished Ceiling Elevation 81.03

SHEET 2 OF 3 SHEETS
EXHIBIT H PHASE VIII
BUILDING NO. 7
PLAN OF 1ST FLOOR

SCALE 1/4" = 1'-0"
DATE 11/14/17
DRAWN BY J. J. JONES
CHECKED BY J. J. JONES

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