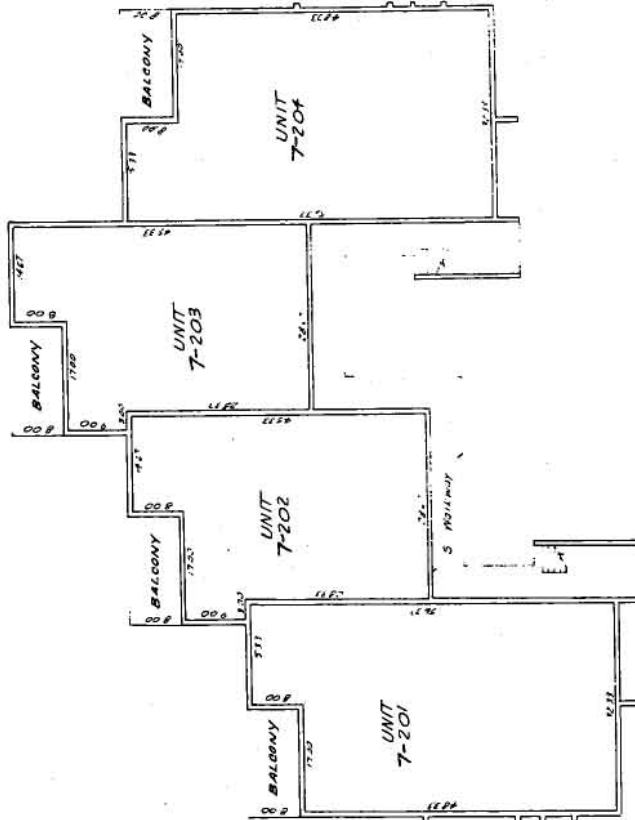


THE CYPRESS AT WOODMONT

A. CONDOMINIUM
EXHIBIT H
PHASE III



NOTES
1. All units are 2-1/2' high unless otherwise noted.
2. 1-1/2" Finished Floor Elevation
3. 1-1/2" Finished Ceiling Elevation

Proposed Finished Floor Elevation 21.57
Proposed Finished Ceiling Elevation 28.61

SHEET 3 OF 3 SHEETS
EXHIBIT H PHASE III
BUILDING NO. 7
PLAN OF 2nd FLOOR

DATE: 11/20/77
BY: [Signature]

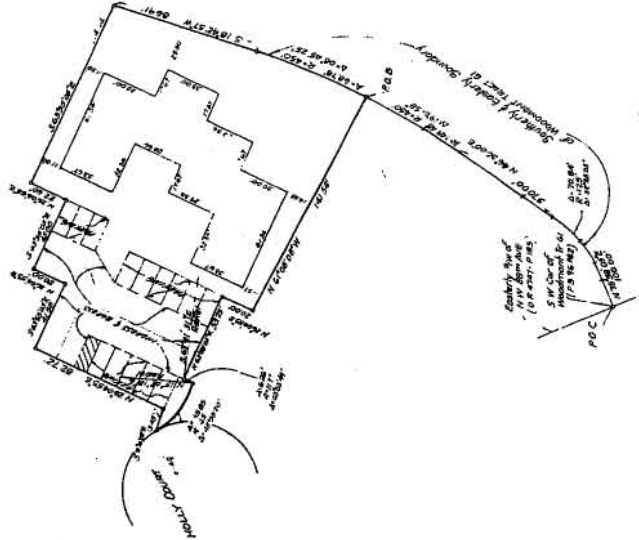
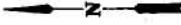
SCALE: 1/8" = 1'-0"
DATE: 11/20/77
BY: [Signature]

Craven Thompson & Associates, Inc.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT Z PHASE XXII
GRAPHIC SCALE: 1" = 30'



THIS DRAWING SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR IS STRICTLY PROHIBITED. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

- 1. The drawings herein were prepared on 11/15/11, based on the information provided by the client. The client is responsible for the accuracy of the information provided.
- 2. These drawings were prepared for the project identified by the title block. The client is responsible for the accuracy of the information provided.
- 3. The drawings were prepared on 11/15/11, based on the information provided by the client. The client is responsible for the accuracy of the information provided.
- 4. The drawings were prepared on 11/15/11, based on the information provided by the client. The client is responsible for the accuracy of the information provided.

THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT Z PHASE XXII

DATE	BY	SCALE
11/15/11	JCC	1" = 30'
11/15/11	JCC	1" = 30'
11/15/11	JCC	1" = 30'
11/15/11	JCC	1" = 30'
11/15/11	JCC	1" = 30'

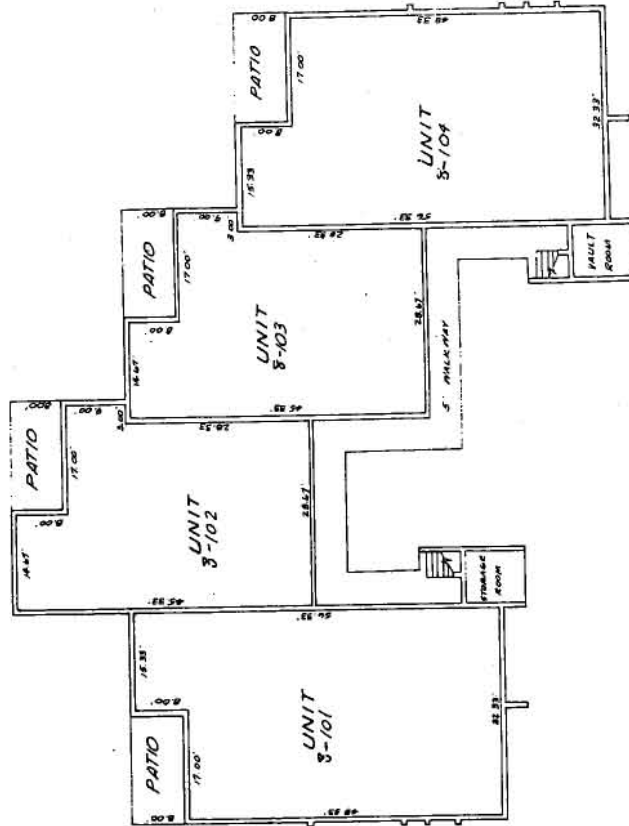
CRAVEN · THOMPSON & ASSOCIATES INC.
ENGINEERS · PLANNERS · SURVEYORS
8701 NW 31 AVENUE · FORT LAUDERDALE, FLORIDA 33309 · (305) 371-7770



SHEET 7 OF 3 SHEETS

THE CYPRESS AT WOODMONT

A CONDOMINIUM



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

PROPOSED FINISHED FLOOR ELEVATION: 1280
PROPOSED FINISHED CEILING ELEVATION: 10.92

EXHIBIT I SHEET 2 OF 3 SHEETS

BUILDING NO. 8
PLAN OF 1ST FLOOR

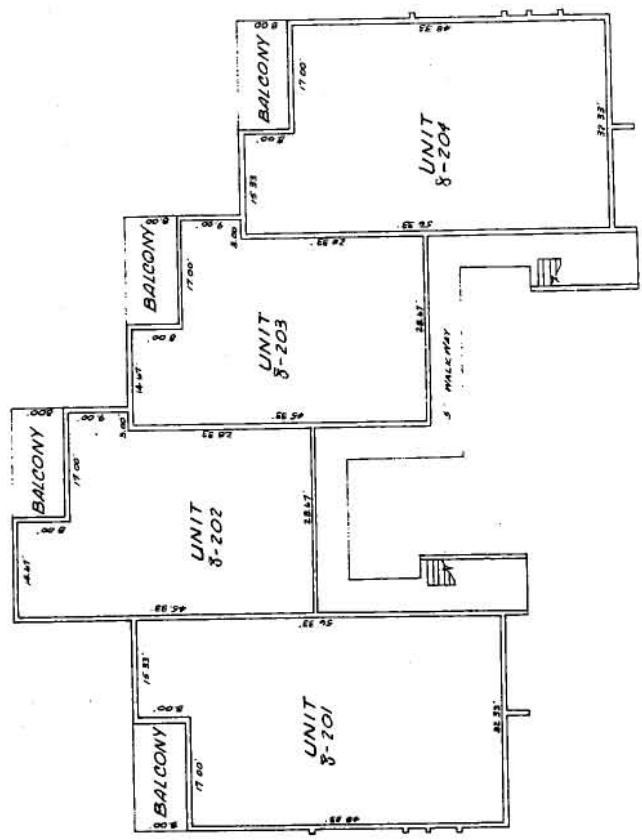
ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION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

SCALE: 1/8" = 1'-0"	DATE: 1/17/17
BY: J. J. JONES	DATE: 1/17/17
CHECKED: J. J. JONES	DATE: 1/17/17
DATE: 1/17/17	DATE: 1/17/17

CRAVEN-THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1510 S. DORFMAN PARKWAY, FORT LAUDERDALE, FLORIDA 33304, 33301, 33117, 33118

THE CYPRESS AT WOODMONT

A CONDOMINIUM



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

PROPOSED FINISHED FLOOR ELEVATION: 21.17
PROPOSED FINISHED CEILING ELEVATION: 19.57

EXHIBIT I, PHASE III, SHEET 1 OF 3 SHEETS

77
03
13
BUILDING NO. 8
PLAN OF 2nd FLOOR

UNIT 8-201
UNIT 8-202
UNIT 8-203
UNIT 8-204

SCALE 1" = 8'

BY CRAVEN

DATE 11/2/27

UNITS	REVISED	DATE	BY

CRAVEN - THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL and ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL and CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1325 S. MORGAN AVENUE (PORTLAND ROAD), PORTLAND BEACH, FLORIDA 32060, (904) 247-1710

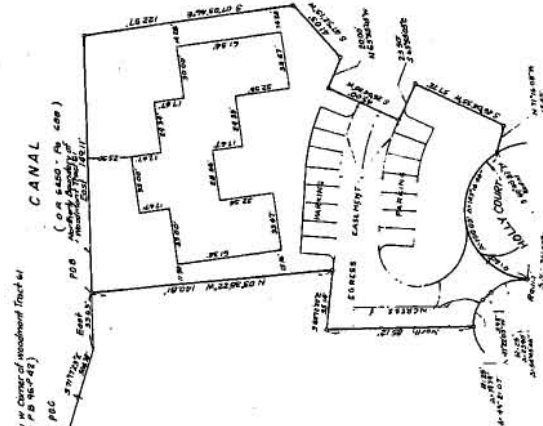
THE CYPRESS AT WOODMONT A CONDOMINIUM EXHIBIT J PHASE IX

GRAPHIC SCALE: 1" = 30'



N. of Center of Woodmont Street 41
P.B. (see 40)

Southern P.M. of 88° 47' 58" (page 103)



NOTES
1. The drawings shown herein are based on U.S. maps and other information furnished to the Engineer by the City of...
2. The Engineer has not conducted an inspection of the property...
3. The drawings were prepared on the basis of information furnished to the Engineer...
4. The Engineer has not conducted an inspection of the property...
5. The drawings were prepared on the basis of information furnished to the Engineer...

SHEET 1 OF 3 SHEETS
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT J PHASE IX

DATE	7/26/80
SCALE	AS SHOWN
DESIGNER	[Signature]
DRAWN BY	[Signature]
DATE	7/26/80
SCALE	AS SHOWN

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ENGINEERS · PLANNERS · SURVEYORS
5701 NW 31 AVENUE · FORT LAUDERDALE, FLORIDA 33309 · (305) 971-7770

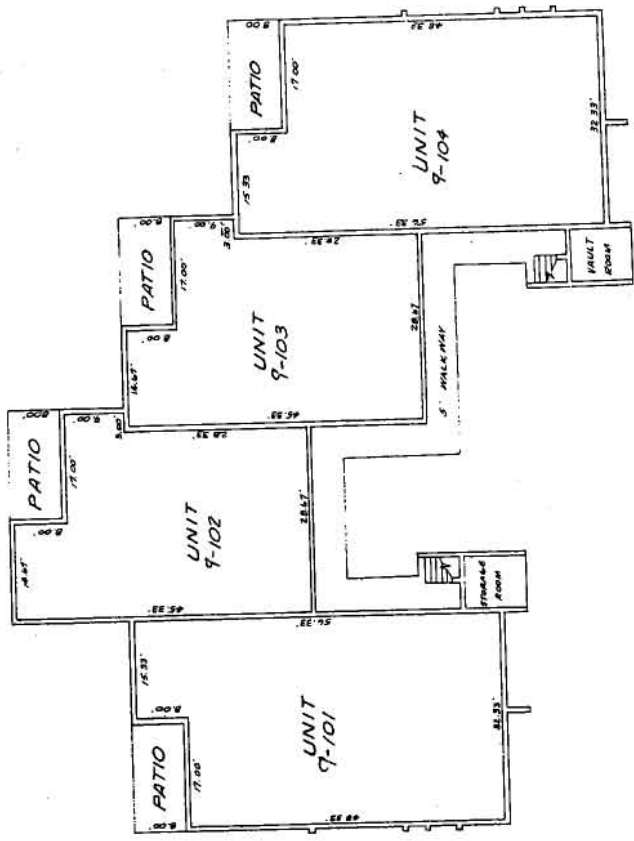


THE CYPRESS AT WOODMONT

A CONDOMINIUM



EXHIBIT J
PHASE III



NOTES:
ALL WALLS ARE 0.87 FEET WIDE UNLESS OTHERWISE NOTED.
FINISHED FLOOR ELEVATION: _____
FINISHED CEILING ELEVATION: _____

PROPOSED FINISHED FLOOR ELEVATION: 12.80
PROPOSED FINISHED CEILING ELEVATION: 10.93

SHEET 2 OF 3 SHEETS
EXHIBIT J PHASE III
BUILDING NO. 9
PLAN OF 1ST FLOOR

DATE 03/7/3

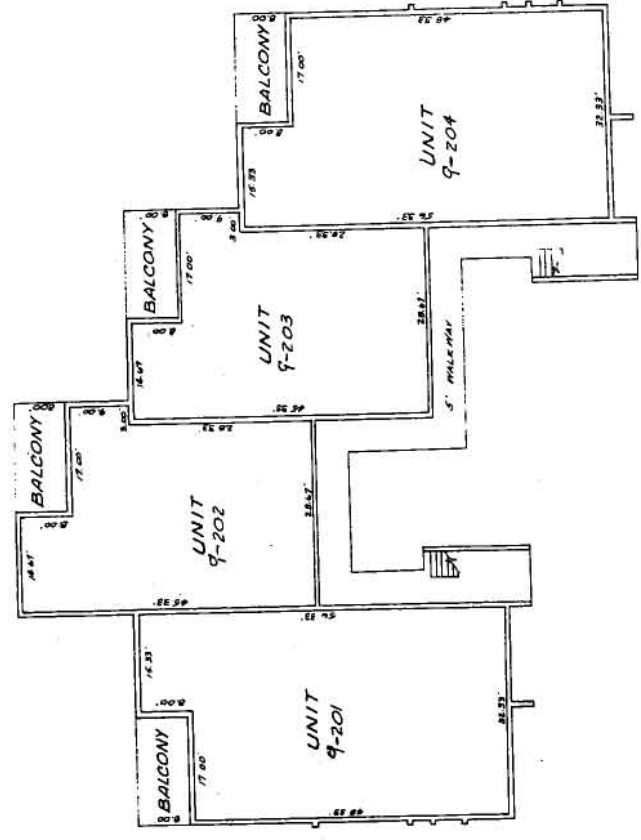
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11/28/07 BY 60322 UCBA/STP

MADE IN U.S.A.
BY CRAVEN & THOMPSON B ASSOCIATES, INC.
DATE 11/28/07
18/10/08
JOB NO. 710173

CRAVEN & THOMPSON B ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1715 S. POMPANO PARKWAY (PO BOX 8028) • POMPANO BEACH, FLORIDA 33069 • (954) 941-7710

THE CYPRESS AT WOODMONT

A CONDOMINIUM



NOTES:
ALL WALLS ARE 0.87 FEET WIDE UNLESS OTHERWISE NOTED.
FINISHED FLOOR ELEVATION: _____
FINISHED CEILING ELEVATION: _____

PROPOSED FINISHED FLOOR ELEVATION: 21.47
PROPOSED FINISHED CEILING ELEVATION: 29.51

SHEET 3 OF 3 SHEETS

EXHIBIT U PHASE IX
BUILDING NO. 9
PLAN OF 2ND FLOOR

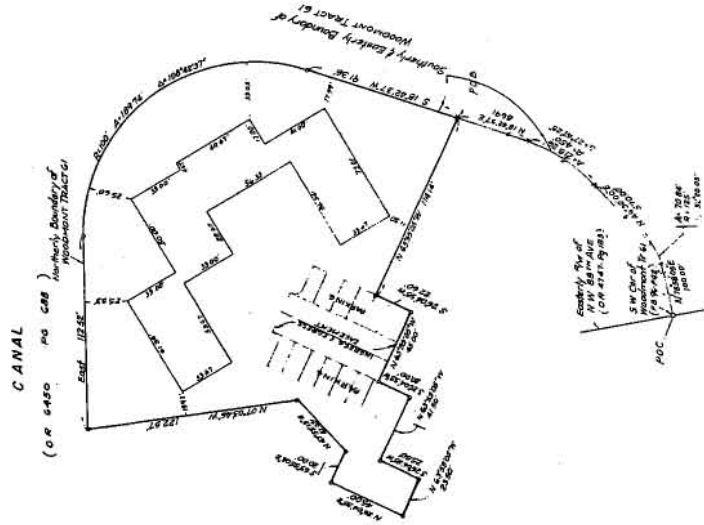
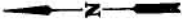
DATE	SCALE	BY	DATE
19/06/2018	1" = 8'	OP/MS	19/06/2018
19/06/2018		MS	19/06/2018
19/06/2018		MS	19/06/2018
19/06/2018		MS	19/06/2018

CRAVEN · THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1350 S. PULASKI AVENUE (PULASKI ROAD), CORPUS CHRISTI, TEXAS 78401

THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT K PHASE X

GRAPHIC SCALE: 1" = 30'



THIS PLAN IS A PART OF THE RECORD MAP FOR THE CYPRESS AT WOODMONT CONDOMINIUM, PHASE X, EXHIBIT K, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID RECORD MAP. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR. THE SURVEYOR'S OFFICE IS LOCATED AT 1111 N.W. 11th Avenue, Fort Lauderdale, Florida 33309. THE SURVEYOR'S PHONE NUMBER IS (954) 971-7770. THE SURVEYOR'S FAX NUMBER IS (954) 971-7771. THE SURVEYOR'S E-MAIL ADDRESS IS SURV@CRAVEN-THOMPSON.COM. THE SURVEYOR'S WEBSITE IS WWW.CRAVEN-THOMPSON.COM. THE SURVEYOR'S LICENSE NUMBER IS 12000. THE SURVEYOR'S EXPIRES DATE IS 12/31/2023. THE SURVEYOR'S ADDRESS IS 1111 N.W. 11th Avenue, Fort Lauderdale, Florida 33309. THE SURVEYOR'S PHONE NUMBER IS (954) 971-7770. THE SURVEYOR'S FAX NUMBER IS (954) 971-7771. THE SURVEYOR'S E-MAIL ADDRESS IS SURV@CRAVEN-THOMPSON.COM. THE SURVEYOR'S WEBSITE IS WWW.CRAVEN-THOMPSON.COM. THE SURVEYOR'S LICENSE NUMBER IS 12000. THE SURVEYOR'S EXPIRES DATE IS 12/31/2023.

1. The boundaries shown hereafter are based on U.S. Mean Sea Level.
2. The bearings and distances are based on the survey conducted by the Surveyor.
3. The bearings and distances are based on the survey conducted by the Surveyor.
4. The bearings and distances are based on the survey conducted by the Surveyor.
5. The bearings and distances are based on the survey conducted by the Surveyor.
6. The bearings and distances are based on the survey conducted by the Surveyor.
7. The bearings and distances are based on the survey conducted by the Surveyor.
8. The bearings and distances are based on the survey conducted by the Surveyor.
9. The bearings and distances are based on the survey conducted by the Surveyor.
10. The bearings and distances are based on the survey conducted by the Surveyor.

THE CYPRESS AT WOODMONT CONDOMINIUM
EXHIBIT K PHASE X

SHEET 1 OF 3 SHEETS
THE CYPRESS AT WOODMONT
A CONDOMINIUM
EXHIBIT K PHASE X

UNITS REVISIONS DATE BY
NO. 100
NO. 101
NO. 102
NO. 103
NO. 104
NO. 105
NO. 106
NO. 107
NO. 108
NO. 109
NO. 110
NO. 111
NO. 112
NO. 113
NO. 114
NO. 115
NO. 116
NO. 117
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NO. 182
NO. 183
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NO. 192
NO. 193
NO. 194
NO. 195
NO. 196
NO. 197
NO. 198
NO. 199
NO. 200

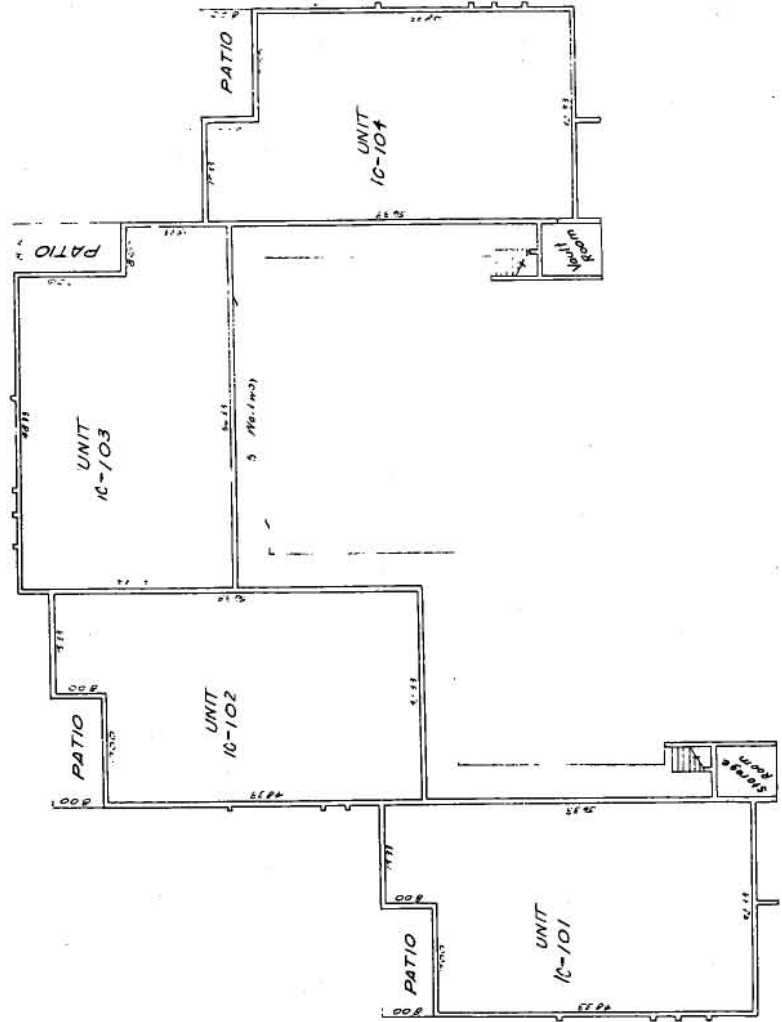
SCALE 1"=30'
DATE 11/15/23
BY SURV
NO. 100
NO. 101
NO. 102
NO. 103
NO. 104
NO. 105
NO. 106
NO. 107
NO. 108
NO. 109
NO. 110
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NO. 191
NO. 192
NO. 193
NO. 194
NO. 195
NO. 196
NO. 197
NO. 198
NO. 199
NO. 200

CRAVEN THOMPSON & ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
5901 N.W. 31 AVENUE, FORT LAUDERDALE, FLORIDA 33309, (954) 971-7770
ORLANDO MIAMI MIAMI WEST PALM BEACH PENSACOLA PORTLAND



THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT K
PHASE X



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

Proposed Finished Floor Elevation 1280'
Proposed Finished Ceiling Elevation 2083'

SHEET 2 OF 3 SHEETS
EXHIBIT K PHASE X
BUILDING NO 10
PLAN OF 1st FLOOR

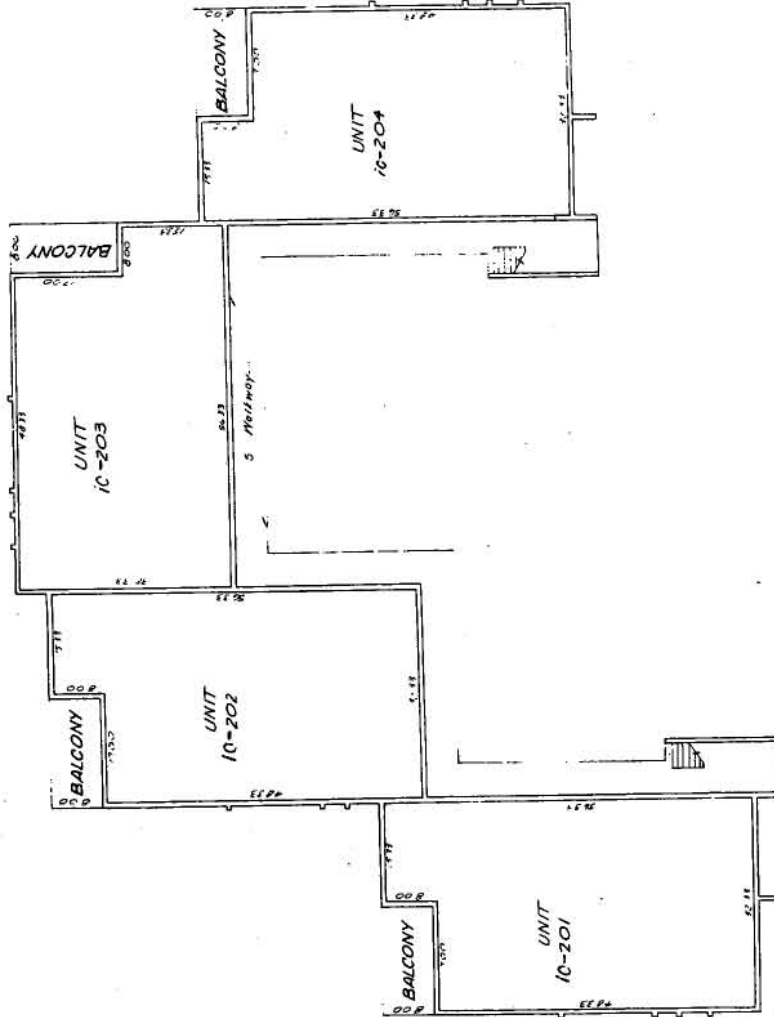
NO. 71
03
3

UNITS AND RESIDENTS SITE BY L&S
SCALE 1"=8'
By Opuscolo
NO. 11/2177
18 May 1971

CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1550 S. PULASKI AVENUE, SUITE 100, CHICAGO, ILL. 60607

THE CYPRESS AT WOODMONT

A CONDOMINIUM
EXHIBIT K
PHASE X



NOTES
All walls are 0.2' feet wide unless otherwise noted
Finished Floor Elevation
Finished Ceiling Elevation

Proposed Finished Floor Elevation -2.47'
Proposed Finished Ceiling Elevation -2.93'

SHEET 3 OF 3 SHEETS
EXHIBIT K PHASE X
BUILDING NO. 10
PLAN OF 2nd FLOOR

SCALE 1/8" = 8'
BY Opendo
DATE 11/21/77
18 AUG 78

Craven Thompson & Associates, Inc.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS, PLANNERS, LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS, LAND DEVELOPMENT CONSULTANTS
1350 S. Highway 100, Suite 100, Phoenix, Arizona 85004

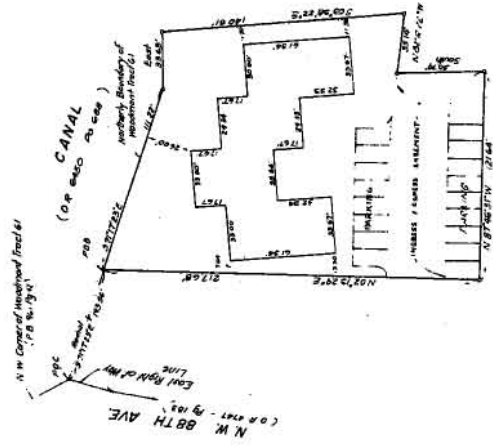
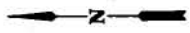
77
63
23

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT L, PHASE XI

GRAPHIC SCALE: 1" = 30'



- NOTES**
1. The boundary shown herein are based on the N.T.S. map and the survey data.
 2. The survey was conducted on 08/14/78.
 3. These notes were prepared from a survey conducted on 08/14/78.
 4. The survey was conducted on 08/14/78.
- EXPLANATION**
- ALL DIMENSIONS ARE IN FEET AND INCHES.
- ALL ANGLES ARE IN DEGREES, MINUTES AND SECONDS.
- ALL DISTANCES ARE IN FEET AND INCHES.
- ALL BEARINGS ARE IN DEGREES, MINUTES AND SECONDS.
- ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

SHEET 1 OF 3 SHEETS

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT L PHASE XI

FILE NO
77
93
73

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 ENGINEERS PLANNERS SURVEYORS
 5901 N.W. 31 AVENUE · FORT LAUDERDALE, FLORIDA 33309 · (305) 971-7770



ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

DATE	BY	REVISION
08/14/78
08/14/78

ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

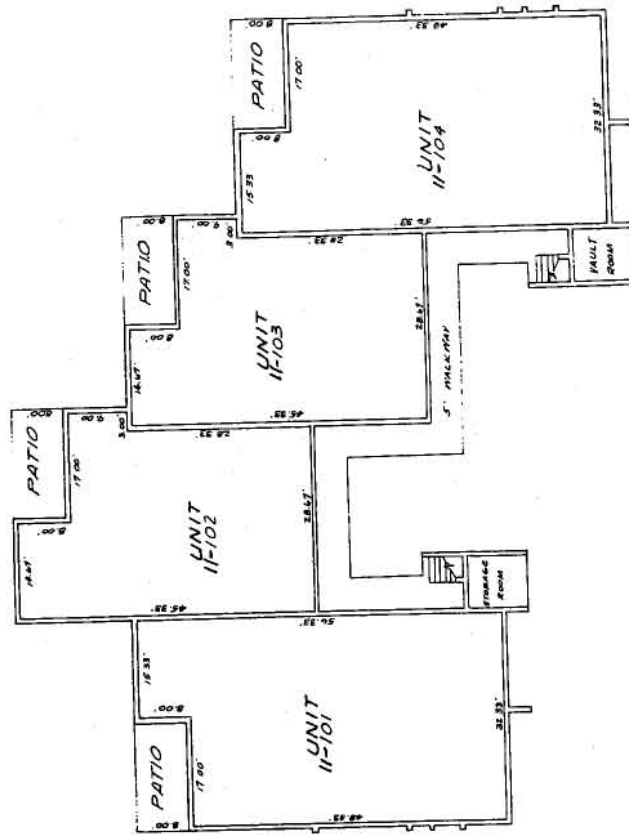
ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

THE CYPRESS AT WOODMONT

A CONDOMINIUM



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

PROPOSED FINISHED FLOOR ELEVATION: 12.90
PROPOSED FINISHED CEILING ELEVATION: 21.03

SHEET 2 OF 3 SHEETS
EXHIBIT L PHASE XI

77
03/13

BUILDING NO. 11
PLAN OF 1ST FLOOR

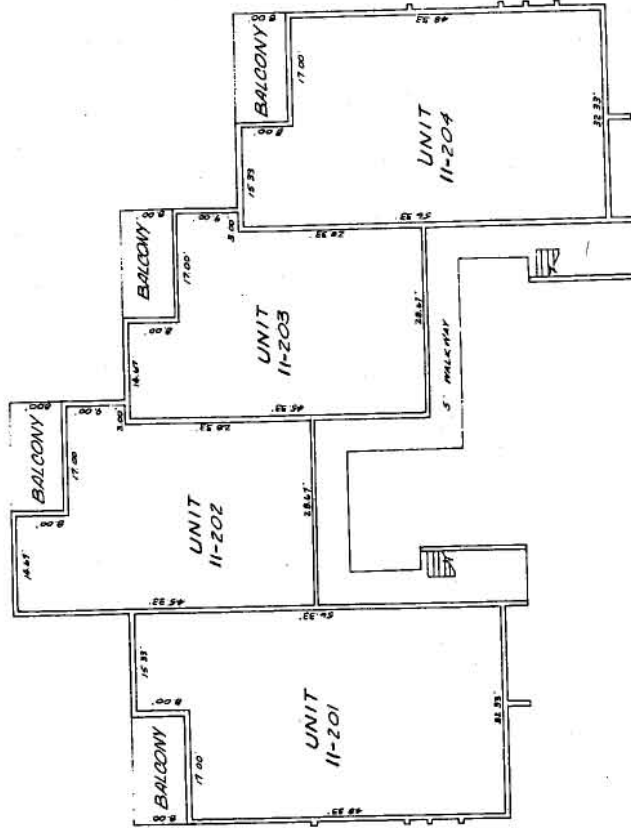
DATE	BY	SCALE	DATE	BY
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11/11/17	CR	1"=10'-0"	11/11/17	CR
11/11/17	CR	1"=10'-0"	11/11/17	CR

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

1100 S. PORTLAND PARKWAY, PORTLAND, OREGON 97201

THE CYPRESS AT WOODMONT

A CONDOMINIUM



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

PROPOSED FINISHED FLOOR ELEVATION: 211.1
PROPOSED FINISHED CEILING ELEVATION: 214.1

SHEET 3 OF 3 SHEETS
EXHIBIT L PHASE XI
BUILDING NO. 11
PLAN OF 2ND FLOOR

17
03
13

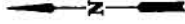
UNIT	DATE	BY	REVISIONS
11-201	11/17/17	LLT	
11-202	11/17/17	LLT	
11-204	11/17/17	LLT	
DATE PLOTTED: 11/17/17			
DATE PRINTED: 11/17/17			

CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1350 S. PHOENIX AVENUE (CORNER I-10 & PHOENIX BLVD), PHOENIX, ARIZONA 85004-1501

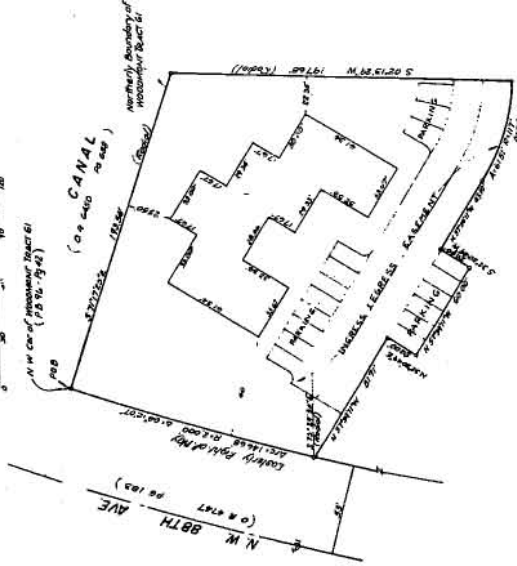
THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT M PHASE XII



GRAPHIC SCALE 1" = 30'
 N.W. Co. of "WOODMONT" TRACT 61
 (P.B. No. 7942)



Mrs. [Name] hereby certifies that the information furnished by her is true and correct as shown on the plan hereto attached, and that she has no objection to the same being used for the purposes herein stated. This certificate is given in full knowledge of the law, and she is not under any legal obligation to do so. In witness whereof, she has hereunto set her hand and seal at Fort Lauderdale, Florida, this 15th day of [Month], 19[Year].

[Signature]

- NOTES:**
1. Dimensions shown hereon are based on U.S. Mean Sea Level.
 2. For all other pertinent information, please refer to the Declaration of Condominium.
 3. These plans were prepared from drawings submitted by the Applicant to the Florida Department of Banking and Finance, P.O. Box 11200, Tallahassee, Florida 32302.
 4. No real representation is made hereon.

WARNING:
 This certificate is not intended to constitute a warranty of any kind, and it is not to be construed as such. It is intended only to certify that the information furnished is true and correct as shown on the plan hereto attached, and that the Applicant has no objection to the same being used for the purposes herein stated.

77
 3
 3

SHEET 1 OF 3 SHEETS

THE CYPRESS AT WOODMONT
 A CONDOMINIUM

EXHIBIT M PHASE XII

APPROVAL	DATE

RECORDING INFORMATION: This document is a preliminary plan for a condominium project. It is subject to the approval of the Florida Department of Banking and Finance. The final plan will be filed for recording with the appropriate county clerk's office.

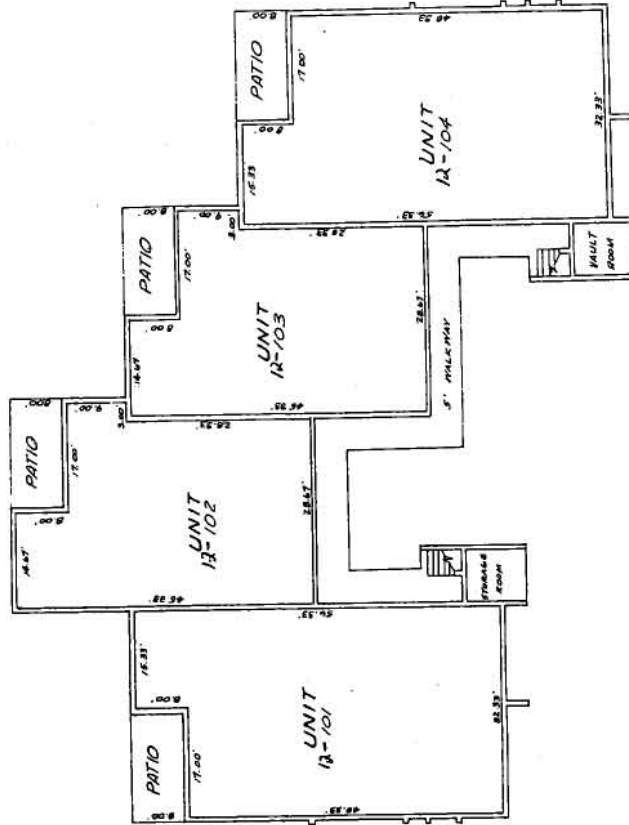
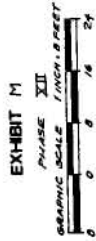
DATE: 03/14/78

CRAVEN THOMPSON & ASSOCIATES INC.
 ENGINEERS PLANNERS SURVIVORS

5901 NW 31 AVENUE - FORT LAUDERDALE, FLORIDA 33309 - (305) 971-7770

THE CYPRESS AT WOODMONT

A CONDOMINIUM



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

PROPOSED FINISHED FLOOR ELEVATION: 1.13.10
PROPOSED FINISHED CEILING ELEVATION: 1.14.11

SHEET 2 OF 3 SHEETS

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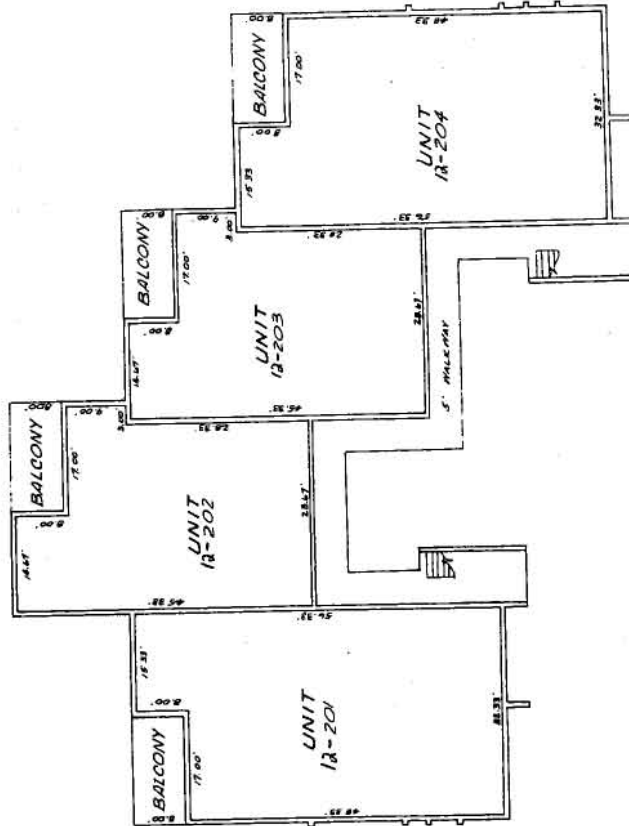
EXHIBIT M PHASE XII
BUILDING NO. 12
PLAN OF 1ST FLOOR

DATE	BY	REVISION
11/12/77	WJ/T	REVISED FOR CONSTRUCTION
11/12/77	WJ/T	REVISED FOR CONSTRUCTION
11/12/77	WJ/T	REVISED FOR CONSTRUCTION

CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS
1320 S. HOPKINS PARKWAY, INDIAN LAKE, FLORIDA 33409, 1306 S.W. 11TH

THE CYPRESS AT WOODMONT

A CONDOMINIUM



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

PROPOSED FINISHED FLOOR ELEVATION: 219.2
PROPOSED FINISHED CEILING ELEVATION: 202

SHEET 3 OF 3 SHEETS

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EXHIBIT M PHASE XII

BUILDING NO. 12
PLAN OF 2ND FLOOR

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE SURVEYOR'S RESPONSIBILITY IS LIMITED TO THE ACCURACY OF THE SURVEY DATA AND THE CORRECTNESS OF THE LEGAL DESCRIPTION. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE DIMENSIONS OR THE AREA OF THE LOT OR THE BUILDING. THE SURVEYOR'S LIABILITY IS LIMITED TO THE COST OF THE SURVEY AND THE PREPARATION OF THIS PLAN.

DATE	BY	REVISION
12/12/17	BT	ISSUE FOR PERMITTING
12/12/17	BT	ISSUE FOR CONSTRUCTION
12/12/17	BT	ISSUE FOR RECORDING

Craven Thompson & Associates, Inc.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

110 S. POMPANO PARKWAY, POMPANO BEACH, FLORIDA 33069, (954) 381-1176

THE CYPRESS AT WOODMONT

A CONDOMINIUM

EXHIBIT N. PHASE RECREATION

GRAPHIC SCALE: 1" = 30'

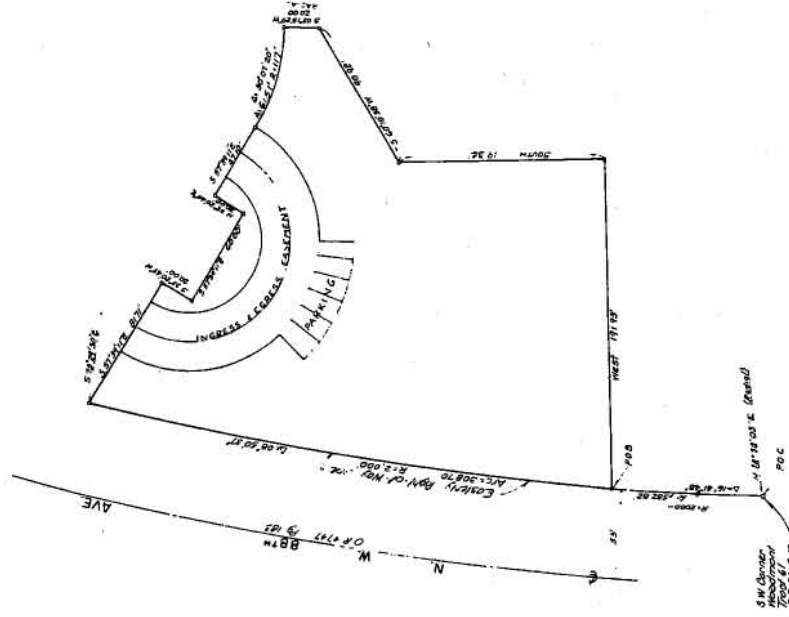
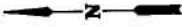


EXHIBIT N. PHASE RECREATION AREA

A portion of the site shown on Sheet N.1 of this set of plans is reserved for the use of the Recreation Area. The Recreation Area shall include the following:

1. A paved area for the use of the Recreation Area.

2. A paved area for the use of the Recreation Area.

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SHEET 1 OF 1 SHEETS

THE CYPRESS AT WOODMONT

CONDOMINIUM RECREATION AREA

EXHIBIT N. PHASE RECREATION

03/13

ALL RIGHTS RESERVED. THIS PLAN, SPECIFICATIONS, AND CONTRACT DOCUMENTS ARE THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF CRAVEN THOMPSON & ASSOCIATES, INC.

DATE	BY	REVISION
03/13/2013	MM	1

CRAVEN THOMPSON & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 5901 NW 31 AVENUE FORT LAUDERDALE FLORIDA 33309 (954) 971-7770
 OFFICES: FORT LAUDERDALE MIAMI WEST PALM BEACH



EXHIBIT OTODECLARATION OF CONDOMINIUMTHE CYPRESS AT WOODMONT, A CONDOMINIUM

<u>Building Designation and Unit Number</u>	<u>Type of Unit</u>	<u>Building Designation and Unit Number</u>	<u>Type of Unit</u>
1-101	3 BR/2 BATHS	7-101	3 BR/2 BATHS
1-102	2 BR/2 BATHS	7-102	2 BR/2 BATHS
1-103	2 BR/2 BATHS	7-103	2 BR/2 BATHS
1-104	3 BR/2 BATHS	7-104	3 BR/2 BATHS
1-201	3 BR/2 BATHS	7-201	3 BR/2 BATHS
1-202	2 BR/2 BATHS	7-202	2 BR/2 BATHS
1-203	2 BR/2 BATHS	7-203	2 BR/2 BATHS
1-204	3 BR/2 BATHS	7-204	3 BR/2 BATHS
2-101	3 BR/2 BATHS	8-101	3 BR/2 BATHS
2-102	2 BR/2 BATHS	8-102	2 BR/2 BATHS
2-103	2 BR/2 BATHS	8-103	2 BR/2 BATHS
2-104	3 BR/2 BATHS	8-104	3 BR/2 BATHS
2-201	3 BR/2 BATHS	8-201	3 BR/2 BATHS
2-202	2 BR/2 BATHS	8-202	2 BR/2 BATHS
2-203	2 BR/2 BATHS	8-203	2 BR/2 BATHS
2-204	3 BR/2 BATHS	8-204	3 BR/2 BATHS
3-101	3 BR/2 BATHS	9-101	3 BR/2 BATHS
3-102	2 BR/2 BATHS	9-102	2 BR/2 BATHS
3-103	2 BR/2 BATHS	9-103	2 BR/2 BATHS
3-104	3 BR/2 BATHS	9-104	3 BR/2 BATHS
3-201	3 BR/2 BATHS	9-201	3 BR/2 BATHS
3-202	2 BR/2 BATHS	9-202	2 BR/2 BATHS
3-203	2 BR/2 BATHS	9-203	2 BR/2 BATHS
3-204	3 BR/2 BATHS	9-204	3 BR/2 BATHS
4-101	3 BR/2 BATHS	10-101	3 BR/2 BATHS
4-102	3 BR/2 BATHS	10-102	3 BR/2 BATHS
4-103	3 BR/2 BATHS	10-103	3 BR/2 BATHS
4-104	3 BR/2 BATHS	10-104	3 BR/2 BATHS
4-201	3 BR/2 BATHS	10-201	3 BR/2 BATHS
4-202	3 BR/2 BATHS	10-202	3 BR/2 BATHS
4-203	3 BR/2 BATHS	10-203	3 BR/2 BATHS
4-204	3 BR/2 BATHS	10-204	3 BR/2 BATHS
5-101	3 BR/2 BATHS	11-101	3 BR/2 BATHS
5-102	3 BR/2 BATHS	11-102	2 BR/2 BATHS
5-103	3 BR/2 BATHS	11-103	2 BR/2 BATHS
5-104	3 BR/2 BATHS	11-104	3 BR/2 BATHS
5-201	3 BR/2 BATHS	11-201	3 BR/2 BATHS
5-202	3 BR/2 BATHS	11-202	2 BR/2 BATHS
5-203	3 BR/2 BATHS	11-203	2 BR/2 BATHS
5-204	3 BR/2 BATHS	11-204	3 BR/2 BATHS
6-101	3 BR/2 BATHS	12-101	3 BR/2 BATHS
6-102	2 BR/2 BATHS	12-102	2 BR/2 BATHS
6-103	2 BR/2 BATHS	12-103	2 BR/2 BATHS
6-104	3 BR/2 BATHS	12-104	3 BR/2 BATHS
6-201	3 BR/2 BATHS	12-201	3 BR/2 BATHS
6-202	2 BR/2 BATHS	12-202	2 BR/2 BATHS
6-203	2 BR/2 BATHS	12-203	2 BR/2 BATHS
6-204	3 BR/2 BATHS	12-204	3 BR/2 BATHS

Phases I through XII, inclusive, are constituted solely by Buildings 1 through 12, inclusive, respectively, and the eight (8) units contained therein. Each unit owner has been assigned a fractional interest in the common elements, common surplus and, accordingly, will be responsible for the payment of the common expenses in that same proportion, calculated as follows: The numerator for each two and three bedroom unit, will be sixty (60) and seventy five (75), respectively. The denominator will be computed by adding the following totals: Sixty (60) times the number of two bedroom units submitted to condominium form of ownership, plus seventy five (75) times the total number of three bedroom units submitted to condominium form of ownership. For example, upon the submission of the initial Phase to condominium form of ownership (assuming said building consists of four (4) two bedroom units and four (4) three bedroom units), the fractional interest will be determined as follows: The numerators would be 60 and 75 for two and three bedroom units respectively, and the denominator will be:

60×4 (total number of two bedroom units)	=	240
75×4 (total number of three bedroom units)	=	<u>300</u>
TOTAL		540

Thus, the fractional interest pertaining to each of the two bedroom units would be $60/540$ (or $4/36$ as reduced) and the fractional interest pertaining to each of the three bedroom units would be $75/540$ (or $5/36$ as reduced).

In the event the next phase submitted to condominium form of ownership is a building which consists of eight three bedroom units, the fractional interest pertaining to each of the units submitted to condominium form of ownership as of that date would be calculated as follows: The numerators would be sixty (60) and seventy five (75) for the two and three bedroom units respectively, and the denominator would be computed as follows:

60 X 4 (total number of two bedroom units submitted to condominium form of ownership)	= 240
75 X 12 (total number of three bedroom units submitted to condominium form of ownership)	= <u>900</u>
TOTAL	1,140

Thus, the fractional interest pertaining to each two bedroom unit in the entire Condominium would be 60/1140 (or 1/19 as reduced and the fractional interest pertaining to each three bedroom unit in the entire Condominium, would be 75/1140 (or 5/76 as reduced).

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 20th day of October,

1977.

Charter Number: 740587



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
24th day of October,
1977.

A handwritten signature in cursive script, reading "Bruce C. Swisher".

SECRETARY OF STATE

EXHIBIT P
ARTICLES OF INCORPORATION
OF

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

FILED
 OCT 20 10 50 AM '77
 SECRETARY OF STATE
 MIAMI, FLORIDA

1. NAME

The name of the Corporation is THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

2. PURPOSE

The Corporation is organized as a Corporation not for profit under the provisions of Chapter 617 of the Florida Statutes and is a Condominium Association as referred to and authorized by Section 718.111 of the Florida Statutes. The purpose for which the Corporation is organized is to provide an entity responsible for the operation of one or more Condominiums in Broward County, Florida, with the name THE CYPRESS AT WOODMONT, A CONDOMINIUM. Said Condominiums will be herein collectively referred to as the "Condominium", and the Declarations of Condominiums whereby the same have or will be created is herein called "Declarations". A description of the lands of the Condominium is set forth in the Declaration. There may be several Condominiums with the name THE CYPRESS AT WOODMONT followed by a number, prior to the use of the words A CONDOMINIUM. THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. may operate all of said Condominiums.

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION.

The members of this Corporation shall constitute all of the record owners of Condominium Parcels of the Condominium. Change of membership in this Corporation shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing record title to a Condominium Parcel and the delivery to the Corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Corporation.

The membership of the prior owner of such Condominium Parcel shall be thereby terminated. Where any one Unit or parcel of Condominium property is owned by more than one person, firm, individual or corporation or other legal entity, the composite title holder shall be and constitute one member of membership. Any person, firm, individual, Corporation or legal entity owning more than one Unit or parcel shall be as many members as the number of Units owned.

4. TERM

The existence of the Corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the Corporation shall be dissolved in accordance with law.

5. NAMES AND RESIDENCES OF SUBSCRIBERS

The names of the Subscribers to these Articles of Incorporation are:

EUGENE M. TOLL	7801 N. W. 80th Avenue Tamarac, Florida 33321
KATHLEEN BRAIMAN	7801 N. W. 80th Avenue Tamarac, Florida 33321
WILLIAM H. KLEBOLD	7801 N. W. 80th Avenue Tamarac, Florida 33321

6. DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Directors. The officers of the Corporation shall be a President, Vice-President, Treasurer and Secretary, which officers shall be elected annually by the Board of Directors. The Directors and Officers may lawfully and properly exercise the powers set forth in Paragraph (11) hereof, notwithstanding the fact that some or all of them

who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the Agreements executed pursuant to such powers are some or all of the persons with whom the Corporation enters into such Agreement or who are employed by or own some or all of the proprietary interests in the entity or entities with whom the Corporation enters into such Agreements. Disclosure of such Agreements by setting forth the same in the Declaration, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such Agreements and the valid exercise by the Directors and Officers of this Corporation of the powers pertinent thereto.

7. NAMES OF OFFICERS

The names of the officers who are to serve until the first election or appointment are as follows:

EUGENE M. TOLL	PRESIDENT
KATHLEEN BRAIMAN	VICE-PRESIDENT
WILLIAM H. KLEBOLD	SECRETARY
WILLIAM H. KLEBOLD	TREASURER

8. BOARD OF DIRECTORS

The Board of Directors shall consist of not less than three (3), nor more than seven (7) persons initially; the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

EUGENE M. TOLL	KATHLEEN BRAIMAN	WILLIAM H. KLEBOLD
7301 N. W. 80th Avenue	7801 N. W. 30th Avenue	7801 N. W. 80th Ave.
Tamarac, Florida 33321	Tamarac, Florida 33321	Tamarac, Fla. 33321

9. BY-LAWS

The original By-Laws are to be made by the Board of Directors and/or declared under such Declaration. The same

may thereafter be amended only with the approval of sixty (60%) percent of all the directors and not less than seventy-five percent (75%) of the members of the Association.

10. AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended only with the approval of sixty (60%) percent of all the Directors and not less than seventy-five percent (75%) of the members of the Association.

11. POWERS

The Corporation shall have all of the following powers:

1. Section 617.021. All of the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 718 of the Florida Statutes.

2. Chapter 718. All of the powers of an Association as set forth in Chapter 718 of the Florida Statutes.

3. Leaseholds. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation, or other use for the benefit of the Unit owners.

4. Management. To contract with a third party for the management of the Condominium and to delegate to the Contractor all powers and duties of this Corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the Corporation.

5. Acquisition of Condominium Parcels. To acquire by purchase, or otherwise, parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

6. Operations. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or By-Laws.

12. INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer at the time said expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

13. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 400 North State Road 7, Suite 350, Margate, Florida 33063, and the name of the initial registered agent of this Corporation is GERRALD B. DEUTSCH, ESQUIRE.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof, we have hereunto set our

hands and seals this 12th day of October, 1977.

Eugene M. Toll

Kathleen Braiman

William H. Klebold

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared
EUGENE M. TOLL, KATHLEEN BRAIMAN and WILLIAM H. KLEBOLD
acknowledged before me that they executed the above and
foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal at Tamarac, said County and State,
this 12th day of October, 1977.

Geraldene J. Rankin

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 23, 1980
Bonded By American Fire & Casualty Company

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First...That THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at the City of Margate, County of Broward, State of Florida, has named GERRALD B. DEUTSCH, ESQUIRE, at 400 North State Road 7, Suite 350, Margate, Florida 33063, as its agent to accept service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-stated Corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By: 

Resident Agent

EXHIBIT Q

BY-LAWS

OF

THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit under the laws of the State of Florida.

1. IDENTITY

These are the By-Laws of THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida (The "Corporation"), the Articles of Incorporation of which were filed in the office of the Secretary of State on the 20th day of October, 1977, and subject to the Charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as THE CYPRESS AT WOODMONT, A CONDOMINIUM. The Corporation has been organized for the purpose of administering a Condominium upon that certain parcel of land lying and being situate in Broward County, Florida, and particularly described on Exhibit A of the Declaration of Condominium of THE CYPRESS AT WOODMONT, A CONDOMINIUM, hereinafter referred to as the "Declaration".

(a) The office of the Corporation shall be at 400 North State Road 7, Suite 350, Margate, Florida, or such other address as the Board of Directors, from time to time, may determine.

(b) The fiscal year of the Corporation shall be the calendar year.

(c) The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

2. MEMBERS

(a) The annual members' meeting shall be held at the offices of the Corporation at 11:00, Eastern Standard Time, on the 14th day of October of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the member; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding day at the same hour.

(b) Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Additionally, a Special Member's Meeting, shall be called upon receipt, by any officer, of written requests from one-third of the entire membership.

(c) Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing, sent by mail, to each member at his address as it appears on the books of the Corporation and shall be mailed not less than fourteen (14) days, not more than sixty (60) days prior to the date of the meeting. Written notice shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting. Notice of any meeting may be waived by a majority of the Unit owners before or after said meeting.

The place at which said meeting is to be held shall be determined by the Board of Directors and shall be set forth in the notice to each member.

(d) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. Each member shall be entitled to the number of votes in the affairs of the Corporation as he shall be entitled by the Declaration. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

(e) The votes of the owners of a Unit owned by more than one person or by a Corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Unit and filed with the Secretary of the Corporation. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the votes of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(f) Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

(g) Approval or disapproval of a unit owner upon any matter, whether or not the subject of a Corporation meeting, shall be by the same person who would cast the votes of such owner if in a Corporation meeting.

(h) Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is

present.

(i) The order of business at annual members' meetings and, as far as practical at all other members' meetings, shall be:

- (1) Election of chairman of the meeting.
- (2) Calling of the roll and certifying of proxies.
- (3) Proof of notice of meeting or waiver of notice.
- (4) Reading and disposal of any unapproved minutes.
- (5) Reports of officers.
- (6) Reports of committees.
- (7) Election of inspectors of election.
- (8) Election of Directors.
- (9) Unfinished Business.
- (10) New Business.
- (11) Adjournment.

✓ 3. DIRECTORS

(a) The Board of Directors (The "Board") shall consist of five (5) persons. Each member of the Board shall either be the owner of a unit, have an interest therein or in the event of Corporate ownership, any officer or designated agent thereof.

(b) Election of the Board shall be conducted in the following manner:

(1) Members of the Board shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board may be filled until the date of the next annual meeting by the remaining directors.

(3) Anything herein contained to the contrary notwithstanding TOLL DEVELOPMENT CORP., its successors or assigns, shall appoint the Board of Directors for the period contemplated in Article XX of the Declaration.

(c) The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until

he is removed in the manner elsewhere provided.

(d) The organization meeting of a newly-elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

(e) Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived.

(f) Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(g) A quorum at the Board's meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the entire Board, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing or concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(h) The presiding officer of Directors' meetings shall be the Chairman of the Board, if such an officer has been elected, and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(i) Directors' fees, if any, shall be determined by the members.

(j) Removal of Directors. A director may be removed from office with or without cause and, specifically, for the failure to be either the owner of a unit, have an interest therein, or in the event of corporate ownership, to be an officer or designated agent thereof, except that this provision shall not apply to those Directors selected by TOLL DEVELOPMENT CORP., its successors or assigns, as herein elsewhere provided for.

The removal of a Director pursuant to this paragraph shall be by the majority vote of the remaining Board members at a special meeting called for that purpose.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Corporation shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include, but shall not be limited to, the following:

(a) To make and collect assessments against members to defray the costs of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

- (c) To maintain, repair, replace and operate the Condominium property.
- (d) To reconstruct any improvements after casualty and to further improve the property.
- (e) To make and amend regulations respecting the use of the property in the Condominium.
- (f) To approve or disapprove proposed purchasers, lessees, mortgagees of units in the manner provided by the Condominium Documents.
- (g) To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Corporation, and the regulations for the use of the property in the condominium.
- (h) To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Corporation except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the membership of the Corporation.
- (i) To pay taxes and assessments which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the Units subject to such liens.
- (j) To carry insurance for the protection of Unit owners and the Corporation against casualty and liabilities.
- (k) To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual Units.
- (l) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Corporation.

5. OFFICERS

- (a) The executive officers of the Corporation shall be

✓ a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Corporation.

(b) The President shall be the chief executive officer of the Corporation. He shall have all of the powers and duties which are usually vested in the office of president of a corporation, including but not limited to, the power to appoint committees from among the members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the Corporation.

(c) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(d) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Corporation and affix the same to instruments requiring a seal of the Corporation and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Corporation, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of a Corporation and as

may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all property of the Corporation, including all funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Corporation in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Corporation nor preclude the contracting with a director for the management of the condominium.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Corporation set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

(a) Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments came due, the amounts paid upon the account and the balance due upon assessments.

(b) Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Corporation.

Copies of the budget and proposed assessments shall be transmitted to each member on or before thirty (30) days preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

(c) The depository of the Corporation shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Corporation shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(d) An audit of the accounts of the Corporation shall be made annually by an accountant to be selected by the Board of Directors, and a copy of the report shall be furnished to each member not later than four months after the end of the year for which the report is made.

(e) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Corporation and from any contractor handling or responsible for Corporation funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Corporation.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Florida.

8. AMENDMENTS

Amendments to the Corporate Charter and/or By-Laws shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment must receive approval of sixty (60%) percent of the votes of the entire membership of the Board of Directors, and seventy-five (75%) percent of the votes of the entire membership of the Corporation. Directors and members not present at the meetings considering the amendment may express their approval in writing.

(c) Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Corporation, and after being proposed and approved by one of such bodies, it must be approved by the other.

(d) Effective date. An amendment when adopted, and in the case of Charter amendments, filed with the Secretary of State of the State of Florida, shall become effective only after being recorded in the Public Records of Broward County, Florida.

The foregoing were adopted as the By-Laws of THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 14th day of November, 1977.

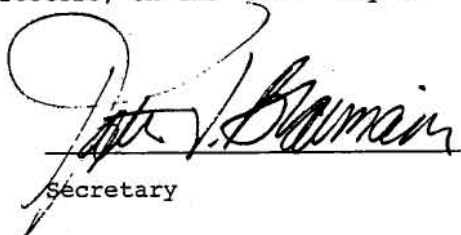

Secretary

EXHIBIT R

EASEMENT

THIS EASEMENT, executed this ____ day of _____, 19____, by TOLL DEVELOPMENT CORP., hereinafter referred to as "Grantor", to THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "Grantee":

W I T N E S S E T H :

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor hereby grants unto the Grantee, its successors and assigns, a non-exclusive easement for ingress, egress and utility purposes over, across, under and through the lands described in Exhibit A attached hereto and made a part hereof, hereinafter referred to as the "Easement Lands".

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year first above written.

Signed, sealed and delivered in the presence of :

TOLL DEVELOPMENT CORP.

By: _____

Attest: _____

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, respectively President and Secretary of TOLL DEVELOPMENT CORP., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Easement and severally acknowledged the execution thereof to be their free act and deed as such officers and the act and deed of said corporation, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 19____.

My commission expires:

Notary Public, State of Florida
at Large

DESCRIPTION: A NON-EXCLUSIVE EASEMENT FOR VEHICULAR, PEDESTRIAN, AND UTILITY, INGRESS AND EGRESS, OVER, UNDER, THRU AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A portion of Parcel A of WOODMONT TRACT 61, according to the plat thereof, as recorded in Plat Book 96, Page 42, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of said WOODMONT TRACT 61, said point being further described as being on the Easterly Right-of-Way line of N.W. 88th Avenue, as shown on the said plat of WOODMONT TRACT 61; THENCE North 78°58'05" East, a distance of 100.00 feet, to a Point of Curvature of a circular curve to the Left; THENCE Northeasterly along the arc of said curve, having a radius of 125.00 feet, an arc distance of 70.84 feet, to the Point of Tangency; THENCE North 46°30'00" East, a distance of 277.35 feet, the last three described courses being coincident with the Southerly and Easterly boundary of said WOODMONT TRACT 61; THENCE North 43°30'00" West, a distance of 146.28 feet, to the POINT OF BEGINNING of this description; THENCE North 42°52'46" West, a distance of 25.00 feet; THENCE North 47°07'13" East, a distance of 105.00 feet; THENCE North 49°37'32" East, a distance of 28.64 feet; THENCE North 40°22'28" West, a distance of 5.66 feet, to the Point of Curvature of a circular curve to the Left; THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 35.60 feet, to a point on the Southeasterly Right-of-Way of Holly Court, as shown on the said plat of WOODMONT TRACT 61; THENCE North 49°37'32" East, along said Right-of-Way line, a distance of 51.72 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears South 85°02'56" East; THENCE Southerly and Southeasterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 35.60 feet, to the Point of Tangency; THENCE South 40°22'28" East, a distance of 5.66 feet; THENCE North 49°37'32" East, a distance of 103.81 feet, to the Point of Curvature of a circular curve to the Left; THENCE Northeasterly along the arc of said curve, having a radius of 162.66 feet, an arc distance of 119.56 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears South 16°07'32" West; THENCE Westerly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 35.72 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears North 42°03'57" West; THENCE Northerly along the arc of said curve, having a radius of 40.00 feet, an arc distance of 53.94 feet, to a Point of Cusp with a circular curve to the Left, the last described course being coincident with the Easterly Right-of-Way of Holly Court, as shown on the said plat of WOODMONT TRACT 61; THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 35.85 feet, to a point on the arc of a non-tangent curve to the Right, whose radius point bears South 70°45'19" East; THENCE Northeasterly along the arc of said curve, having a radius of 117.00 feet, an arc distance of 13.96 feet, to the Point of Tangency; THENCE North 26°04'55" East, a distance of 52.64 feet; THENCE North 63°55'05" West, a distance of 46.49 feet, to a Point of Curvature of a circular curve to the Left; THENCE Northwesterly along the arc of said curve, having a radius of 87.50 feet, an arc distance of 32.05 feet, to the Point of Tangency; THENCE North 84°54'26" West, a distance of 39.14 feet, to the Point of Curvature of a circular curve to the Left; THENCE Southwesterly along the arc of said curve, having a radius of 22.51 feet, an arc distance of 37.37 feet, to a Point of Compound Curvature; THENCE Southerly, Southeasterly and Easterly along the arc of said curve, having a radius of 30.00 feet, an arc distance of 53.60 feet, to a Point of Cusp with a circular curve to the Left; THENCE Southwesterly along the arc of said curve, having a radius of 40.00 feet, an arc distance of 49.03 feet, to a Point of Cusp with a circular curve to the Left, the last described course being coincident with the Northwesterly Right-of-Way line of Holly Court, as shown on the said plat of WOODMONT TRACT 61; THENCE Northwesterly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 23.90 feet, to the Point of Tangency; THENCE North 47°22'05" West, a distance of 5.92 feet, to a Point of Curvature of a circular curve to the Left; THENCE Westerly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 31.78 feet, to a Point of Compound Curvature; THENCE Southwesterly and Southerly along the arc of said curve,

EXHIBIT A TO THAT CERTAIN EASEMENT BETWEEN TOLL DEVELOPMENT CORP, AS GRANTOR, AND THE CYPRESS AT WOODMONT CONDOMINIUM ASSOCIATION, INC. AS GRANTEE

having a radius of 47.50 feet, an arc distance of 49.58 feet, to a Point of Tangency; THENCE South, a distance of 87.01 feet, THENCE West, a distance of 25.00 feet; THENCE North, a distance of 87.01 feet, to a Point of Curvature of a circular curve to the Right; THENCE Northerly and Northeasterly along the arc of said curve, having a radius of 72.50 feet, an arc distance of 101.32 feet; THENCE North, a distance of 3.29 feet, to the Point of Curvature of a circular curve to the Left; THENCE Northwesterly along the arc of said curve, having a radius of 25.00 feet, an arc distance of 38.30 feet, to the Point of Tangency; THENCE North $87^{\circ}46'31''$ West, a distance of 96.82 feet, to a Point of Curvature of a circular curve to the Right; THENCE Northwesterly along the arc of said curve, having a radius of 117.00 feet, an arc distance of 61.51 feet, to the Point of Tangency; THENCE North $57^{\circ}39'11''$ West, a distance of 0.10 feet, to a point on the arc of a non-tangent curve to the Right, whose radius point bears North $57^{\circ}39'11''$ West; THENCE Southwesterly, Westerly, Northwesterly, Northerly and Northeasterly along the arc of said curve, having a radius of 77.00 feet, an arc distance of 241.90 feet; THENCE North $57^{\circ}39'11''$ West, along a radially extended line, a distance of 5.00 feet; THENCE North $32^{\circ}20'49''$ East, a distance of 34.00 feet; THENCE South $57^{\circ}39'11''$ East, a distance of 159.10 feet, to a Point of Curvature of a circular curve to the Left; THENCE Southeasterly along the arc of said curve, having a radius of 83.00 feet, an arc distance of 43.64 feet, to the Point of Tangency; THENCE South $87^{\circ}46'31''$ East, a distance of 86.40 feet; THENCE South $82^{\circ}12'22''$ East, a distance of 78.95 feet; THENCE South $84^{\circ}54'26''$ East, a distance of 45.80 feet, to the Point of Curvature of a circular curve to the Right; THENCE Southeasterly along the arc of said curve, having a radius of 112.50 feet, an arc distance of 41.21 feet, to the Point of Tangency; THENCE South $63^{\circ}55'05''$ East, a distance of 67.99 feet; THENCE North $26^{\circ}04'55''$ East, a distance of 85.00 feet; THENCE South $63^{\circ}55'05''$ East, a distance of 25.00 feet; THENCE South $26^{\circ}04'55''$ West, a distance of 95.00 feet; THENCE South $65^{\circ}15'42''$ West, a distance of 19.79 feet; THENCE South $26^{\circ}04'55''$ West, a distance of 80.00 feet; THENCE South $07^{\circ}30'47''$ West, a distance of 0.17 feet, to the Point of Curvature of a circular curve to the Right; THENCE Southerly and Southwesterly along the arc of said curve, having a radius of 187.66 feet, an arc distance of 137.93 feet, to the Point of Tangency; THENCE South $49^{\circ}37'32''$ West, a distance of 156.57 feet; THENCE South $47^{\circ}07'13''$ West, a distance of 104.78 feet, to the POINT OF BEGINNING,

LESS: PARCEL "B" being more particularly described as follows:

COMMENCING at the Southwest corner of said WOODMONT TRACT 61, said point being further described as being on the Easterly Right-of-Way of N.W. 88th Avenue, as shown on the said plat of WOODMONT TRACT 61; said point being further described as being on the arc of a circular curve to the Right, whose radius point bears North $78^{\circ}58'05''$ East, from the last described point; THENCE Northerly along the arc of said curve, having a radius of 2000.00 feet, an arc distance of 891.52 feet; THENCE South $57^{\circ}39'11''$ East, a distance of 68.71 feet, to the POINT OF BEGINNING of this description; THENCE continue South $57^{\circ}39'11''$ East, a distance of 86.00 feet, to a point on the arc of a circular curve to the Right, whose radius point bears North $57^{\circ}39'11''$ West; THENCE Southwesterly, Westerly, Northwesterly and Northerly along the arc of said curve, having a radius of 43.00 feet, an arc distance of 135.09 feet, to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel:

COMMENCING at the Southwest corner of said WOODMONT TRACT 61, said point being further described as being on the Easterly Right-of-Way of N.W. 88th Avenue, as shown on the said plat of WOODMONT TRACT 61; THENCE North $78^{\circ}58'05''$ East, along the Southerly boundary of said WOODMONT TRACT 61, a distance of 57.86 feet; THENCE North $11^{\circ}01'55''$ West, a distance of 139.17 feet, to the POINT OF BEGINNING of this description; THENCE North $39^{\circ}07'25''$ West, a distance of 25.00 feet; THENCE North $50^{\circ}52'35''$ East, a distance of 83.04 feet; THENCE North $39^{\circ}07'25''$ West, a distance of 59.49 feet, to the Point of Curvature of a circular curve to the Right; THENCE Northwesterly along

the arc of said curve, having a radius of 112.50 feet, an arc distance of 45.89 feet, to a Point of Reverse Curvature; THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 23.95 feet; THENCE North $89^{\circ}04'51''$ East, a distance of 40.24 feet, to a Point of Curvature of a circular curve to the Left; THENCE Easterly along the arc of said curve, having a radius of 238.00 feet, an arc distance of 17.99 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears South $53^{\circ}36'53''$ East, the last two described courses being coincident to the Southerly Right-of-Way line of Holly Court, as shown on the said plat of WOODMONT TRACT 61; THENCE Southwesterly, Southerly and Southeasterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 59.30 feet, to a Point of Tangency; THENCE South $39^{\circ}07'25''$ East, a distance of 48.50 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears North $39^{\circ}25'03''$ West; THENCE Northeasterly along the arc of said curve, having a radius of 97.50 feet, an arc distance of 25.33 feet, to the Point of Tangency; THENCE North $35^{\circ}41'42''$ East, a distance of 80.00 feet; THENCE South $54^{\circ}18'18''$ East, a distance of 25.00 feet; THENCE South $35^{\circ}41'42''$ West, a distance of 80.00 feet, to a Point of Curvature of a circular curve to the Right; THENCE Southwesterly along the arc of said curve, having a radius of 122.50 feet, an arc distance of 32.50 feet, to a Point of Tangency; THENCE South $50^{\circ}52'35''$ West, a distance of 107.50 feet, to the POINT OF BEGINNING.

TOGETHER WITH the following described parcel:

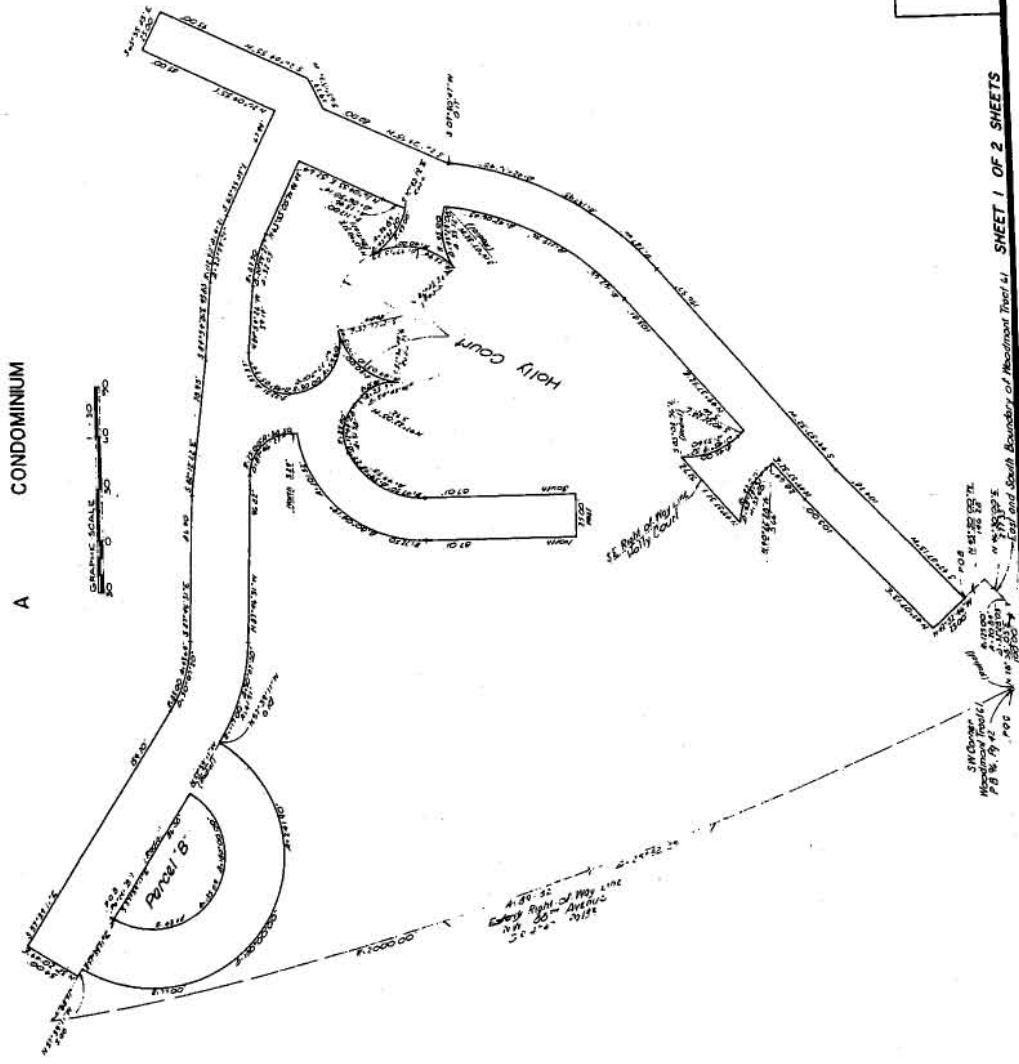
COMMENCING at the Southwest corner of said WOODMONT TRACT 61, said point being further described as being on the Easterly Right-of-Way line of N.W. 88th Avenue, as shown on the said plat of WOODMONT TRACT 61, said point being further described as being on the arc of a circular curve to the Right, whose radius point bears North $78^{\circ}58'05''$ East, from the last described point; THENCE Northerly along the arc of said curve, having a radius of 2000.00 feet, an arc distance of 425.76 feet, the last described course being coincident with the Westerly boundary of said WOODMONT TRACT 61; THENCE South 86° East, a distance of 42.74 feet, to the POINT OF BEGINNING of this description; THENCE North $04^{\circ}00'00''$ East, a distance of 25.00 feet; THENCE South 86° East, a distance of 105.00 feet, to a Point of Curvature of a circular curve to the Right; THENCE Southeasterly along the arc of said curve, having a radius of 37.50 feet, an arc distance of 24.57 feet, to a Point of Reverse Curvature; THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, an arc distance of 29.08 feet, to a point on the arc of a non-tangent curve to the Right, whose radius point bears North $38^{\circ}20'31''$ West; THENCE Southwesterly along the arc of said curve, having a radius of 188.00 feet, an arc distance of 42.95 feet, to a point on the arc of a non-tangent curve to the Left, whose radius point bears South $89^{\circ}02'00''$ West, the last described course being coincident with the Northerly Right-of-Way of Holly Court, as shown on the said plat of WOODMONT TRACT 61; THENCE Northerly along the arc of said curve, having a radius of 20.45 feet, an arc distance of 10.30 feet, to the Point of Tangency; THENCE North $29^{\circ}50'32''$ West, a distance of 2.40 feet, to a Point of Curvature of a circular curve to the Left; THENCE Northwesterly along the arc of said curve, having a radius of 12.50 feet, an arc distance of 12.25 feet, to a Point of Tangency; THENCE North 86° West, a distance of 105.00 feet, to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

THE CYPRESS AT WOODMONT

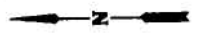
A CONDOMINIUM

GRAPHIC SCALE
0 30 60 90



THE CYPRESS AT WOODMONT
A CONDOMINIUM
INGRESS AND EGRESS EASEMENT
EXHIBIT R

77
0
3



1.33.31.11. W. Survey (part of) ...

THIS INSTRUMENT is made and executed by the ...

... in testimony whereof, I have hereunto set my hand and the seal of my office ...

... dated this 31st day of ... 1977.

... [Signatures]

DATE	BY	DESCRIPTION
10/11/77
...

SW Corner
Woodmont Parcel
P.B. W. 77-1002
W 1/2 Section 15
T-27 N R-3 E
T-27 N R-3 E
T-27 N R-3 E

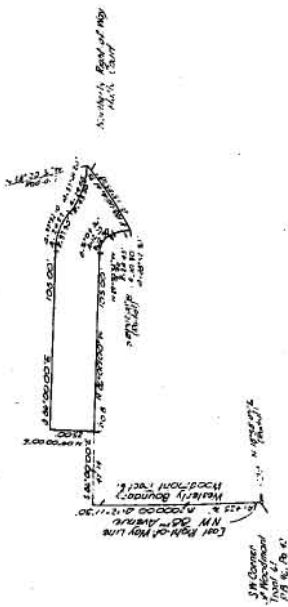
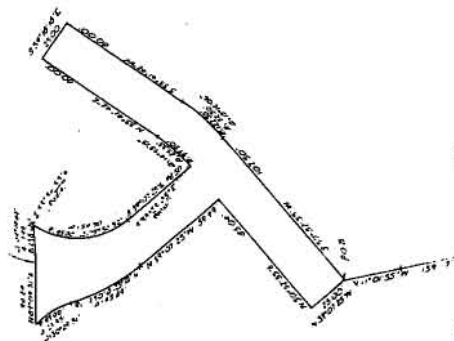
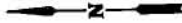
CRAVEN - THOMPSON & ASSOCIATES, INC.
ENGINEERS - PLANNERS - SURVEYORS
5903 NW 3 AVENUE • FORT LAUDERDALE • FLORIDA 33309 • (305) 971-7770
MEMBERS: F.S.P.S., F.S.P.A., F.S.P.E., F.S.P.S.A., F.S.P.S.E., F.S.P.S.E.A.



THE CYPRESS AT WOODMONT

A CONDOMINIUM

GRAPHIC SCALE: 1" = 30'



THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON, NOR FOR THE RESULTS OF ANY INVESTIGATION OR CONSTRUCTION BASED THEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON, NOR DOES HE WARRANT THAT THE INFORMATION IS COMPLETE OR CORRECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON, NOR DOES HE WARRANT THAT THE INFORMATION IS COMPLETE OR CORRECT.

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SHEET 2 OF 2 SHEETS
THE CYPRESS AT WOODMONT
A CONDOMINIUM
INGRESS AND EGRESS EASEMENT
EXHIBIT R.

FILE NO
77
93
3

DATE	BY	REVISION

CRAVEN THOMPSON & ASSOCIATES INC.
ENGINEERS · PLANNERS · SURVEYORS
5901 NW 31 AVENUE · FORT LAUDERDALE · FLORIDA 33309 · (305) 971-7770
18 017375 · FORT LAUDERDALE, FLORIDA · 5901 NW 31 AVENUE, FT. LAUDERDALE, FLORIDA



ESCROW AGREEMENT

THIS AGREEMENT, made and entered into between GERALD B. DEUTSCH, ESQUIRE, whose principal place of business is 400 North State Road 7, Suite 350, Margate, Florida 33063, herein referred to as "Escrow Agent", and TOLL DEVELOPMENT CORP., a Florida corporation whose address is 7801 Northwest 80th Avenue, Tamarac, Florida 33321, hereinafter called "Developer".

W I T N E S S E T H :

WHEREAS, Developer proposes to construct and develop a Condominium project known as THE CYPRESS AT WOODMONT, A CONDOMINIUM, in Tamarac, Florida; and

WHEREAS, Developer intends to enter into contracts for the sale and purchase of Units in said Condominium each of which is hereinafter called the "Contract"; and

WHEREAS, Developer desires to make arrangements to escrow a portion of the deposit on each Contract in accordance with the provisions of Section 718.202 Florida Statutes (1976); and

WHEREAS, Escrow Agent has consented to hold all such deposits pursuant to the terms and provisions hereof;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by the Developer to Escrow Agent and in consideration of the terms and conditions set forth herein, the Escrow Agent and the Developer agree as follows:

1. From time to time, Developer will deliver checks drawn payable to GERALD B. DEUTSCH, ESQUIRE, Escrow Agent, which will represent a portion of deposits on Contracts, together with a copy of each executed Contract.
2. The Conditions for the release of funds shall be:
 - A. All funds of the Purchaser in excess of ten

(10%) percent of the purchase price, as set forth on the executed Contract delivered to Escrow Agent, may be withdrawn by the Developer when the construction of improvements has begun. The construction of improvements shall be deemed to have begun when a Notice of Commencement has been recorded in the Public Records of Broward County, Florida, and the delivery of a recorded copy of said Notice of Commencement to the Escrow Agent shall constitute conclusive evidence of the start of construction of improvements.

- B. The balance of the funds of the Purchaser are to be disbursed to the Developer by Escrow Agent at or within ten (10) days after the closing of the transaction, or upon default of the Purchaser;
- C. Escrow Agent shall disburse Purchaser's funds to Purchaser upon the written direction of Developer;
- D. Any disbursements required herein are subject to collection and clearance of all checks;
- E. In the event a dispute should arise between Developer and Purchaser, the Escrow Agent shall have the following options:

(1) retain the escrow funds until written agreement is reached between the Purchaser and the Developer, or until a judgment has been entered by a court of competent jurisdiction and the appeal period having expired thereon; and if appealed, then after the matter has finally been concluded, to act in accordance with such final determination; or

(2) deposit the escrowed funds with the clerk of the court having jurisdiction and notify the Purchaser and the Developer by certified mail, return receipt requested, it being distinctly agreed and understood that the Escrow Agent shall not be made a party to any court action arising from such disputes or disagreements; or

(3) file an action in the nature of interpleader, joining the Purchaser and the Developer and thereafter complying with the ultimate judgment of the court with regard to the disposition of such disputes, or disagreements.

3. Escrow Agent shall not be required to invest any deposit held hereunder nor be required to place such deposit in an interest-bearing account.

4. The Escrow Agent in accepting such deposits assumes only the duties and obligations expressly set forth in this agreement, and Escrow Agent shall have no duty, responsibility or liability to determine the validity, authenticity or substance of any of the documents required to be delivered to it hereunder as a prerequisite to its receipt or disbursing of escrow funds.

5. If Escrow Agent shall become involved in any litigation by reason of this instrument, or finds it necessary to seek a declaration of its rights or obligations hereunder, or the rights or obligations of any other party or parties respecting funds held by it hereunder, it shall be entitled to recover its costs and reasonable attorneys' fees from the party found at fault by the court.

6. Compliance by Escrow Agent with an order or judgment of a court concerning the subject matter of any such dispute or agreement shall thereupon release Escrow Agent from all obligation and responsibility arising from this

Agreement and the escrow provisions contained herein.

7. If at any time during any period funds are held hereunder, Escrow Agent shall desire to resign or the Developer shall desire to remove the Escrow Agent named herein, such resignation or removal shall be permitted only if a successor Escrow Agent, satisfactory to Developer, assumes all obligations of Escrow Agent hereunder, which successor Escrow Agent shall be a real estate broker, a bank or trust company authorized to exercise trust powers in the State of Florida, and an attorney who is a member in good standing of the Florida Bar, or a title company authorized to do business in the State of Florida. If a successor Escrow Agent is not appointed within a thirty-day period after said removal or resignation, the Escrow Agent may petition a court of competent jurisdiction, and upon designation of such successor Escrow Agent, the Escrow Agent shall deliver to the successor Escrow Agent an accounting of all deposits held by the Escrow Agent, and the Escrow Agent shall be entitled to court costs and a reasonable attorneys' fee.

8. The compensation to be paid to Escrow Agent for the services to be rendered hereunder shall be determined in a separate written agreement between Developer and Escrow Agent.

9. All notices and communications hereunder between the Developer and the Escrow Agent shall be in writing and shall be deemed to be duly given if sent by certified mail, return receipt requested, to the respective addresses set forth at the end hereof. All other notices shall be given as specified in the Contract.

10. The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors and assigns of the Escrow Agent and the Developer.

11. This Agreement shall be construed and enforced according to the laws of the State of Florida.

IN WITNESS WHEREOF, the Escrow Agent and the Developer have executed this Agreement on this 24 day of Feb, 1978.

Witnesses

Edna M. Thurnauer
Sandra Muskouski

GERALD B. DEUTSCH, ESQUIRE
By: Gerald B. Deutsch
Escrow Agent

TOLL DEVELOPMENT CORP.
By: [Signature]
Developer

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR A LESSEE.



THE CYPRESS AT WOODMONT A CONDOMINIUM AGREEMENT FOR PURCHASE AND SALE TAMARAC, FLORIDA

TOLL DEVELOPMENT CORP a Florida Corporation having its principal place of business at 7801 Northwest 80th Avenue, Tamarac, Florida 33321 hereinafter referred to as "Developer", hereby acknowledges receipt of the sum of

(\$) DOLLARS from (Name(s) of Titleholders)

whose permanent residence is (Street)

(City) (State) (Zip Code)

and mailing address, if different than permanent residence address is (Street)

(City) (State) (Zip Code)

Business Telephone No (Area Code)

Residence Telephone No (Area Code)

hereinafter referred to as "Buyer", as a deposit, in connection with the transactions covered by this Agreement, according to the terms and conditions hereinafter set forth

1 DESCRIPTION OF PROPERTY Developer agrees to sell and Buyer agrees to purchase Unit No Building No. of THE CYPRESS AT WOODMONT, a Condominium being a bed room bath residence, to be constructed by Developer in accordance with floor plans and brochures on file at Developer's office except as modified by changes or alterations approved in writing by both parties. Unit dimensions are approximate. Buyer acknowledges that in the course of construction of said Unit certain changes may be required by design and practicability, or required by governmental authorities, or job conditions. Any such changes are hereby authorized and Developer, may in its sole discretion, substitute similar items of substantially the same quality and value. In connection with any items such as color of paint, tile, marble, cabinets, mica, carpeting, plumbing fixtures and appliances, Buyer recognizes that the color and texture of the same do not always run true and, therefore, Developer shall not be responsible or liable for variations thereof. Wallpaper and murals, furniture and Unit furnishings, interior window treatments, decorator light fixtures and up-graded or non-standard carpeting or finishes or appliances, in and around Developer's exhibit models, are for display purposes only and are not included in this purchase, unless otherwise specified herein. No construction changes or changes in color, cabinet, carpet, and/or extras selected by the Buyer may be made after the date the Developer has obtained the building permit, without the mutual written consent of the parties

2 PURCHASE PRICE The purchase price of the property which is the subject of this Agreement, shall be as follows:

Table with 2 columns: Description (Base Unit Price, TOTAL PURCHASE PRICE) and Amount (\$)

and shall be paid to Developer by Buyer in the following manner

- 1. Reservation deposit to be applied hereunder.
2. Deposit received hereby, to be paid upon execution hereof by Buyer
3. Additional deposit, which together with above-stated deposit(s), represent payment of 10% of the purchase price, on or before 19
4. Additional 10% of purchase price to be paid at issuance of building permit.
5. Face amount of mortgage loan (if applicable)
6. Additional 20% of purchase price to be paid when tie beam has been poured.
7. Additional 20% of purchase price to be paid when the roof is dried in.
8. Additional 20% of purchase price to be paid when the interior walls are completed.
9. Balance of purchase price, exclusive of closing costs, cost of upgraded or non-standard carpeting or finishes or appliances, prorations, adjustments and credits, to be paid in cash or bank check at closing

TOTAL PURCHASE PRICE \$

3 COMPLETION OF CONSTRUCTION. Developer, subject to the provisions of this Agreement, estimates delivery of the completed, above-described units and other improvements, comprising the condominium, on 19. However, Developer agrees that the said Unit shall be completed within fifteen (15) months from the date of this Agreement, provided, however, that this time period shall be extended for delays that shall be incurred by circumstances beyond the control of the Developer, such as acts of God, strikes, shortages and catastrophes which interfere with the Developer, any manufacturer, materialman, contractor or supplier of the Developer, in the construction of the said Unit. Developer shall make every reasonable and diligent effort to meet or to exceed estimated construction schedules, but Developer shall not be obligated to make, provide or compensate Buyer for any accommodations, damages or inconveniences, caused to Buyer as a result of construction delays, regardless of the reason for such delays.

4 CLOSING Closing shall be held at Developer's office or as otherwise designated by Developer and shall take place within fifteen (15) days after written notification by Developer to Buyer of completion. Taxes and insurance shall be prorated as of the time of closing. Buyer agrees to pay, at the time of closing, Documentary Stamps and Florida Surtax on the deed, recording fees for the deed and all mortgage closing costs. In addition, at the time of closing, Buyer agrees to execute an assumption of the Management Agreement and written instructions to the Escrow Agent to disburse from escrow all funds deposited under this Agreement and delivered to Escrow Agent hereunder, together with any interest thereon. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Developer, to be performed pursuant to the provisions of this Agreement, except those which survive by operation of law or are herein specifically stated to survive the delivery of the Deed. Failure to close or make any payment hereunder or do any other acts required to be performed by Buyer within the time provided shall be a breach of this Agreement by Buyer. In the event of Buyer's breach all sums paid hereunder shall be retained by Developer as liquidated and agreed damages, or at Developer's option, Developer may seek specific performance of this Agreement. The parties hereto agree that the precise and accurate measure of damages for said breach will be impossible to ascertain and that the provisions hereof as constitute fair compensation to Developer for said breach and are not in the nature of a penalty. In the event of a retention of the deposit as liquidated damages, this Agreement shall be of no further force and effect and the parties hereto shall be relieved of all further obligations hereunder.

IN WITNESS WHEREOF the parties hereto have affixed their respective hands and seal, as of the dates set forth below their respective signatures. ANY PAYMENT IN EXCESS OF 10 PER CENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER

Witnesses as to Buyer (Buyer) (Seal) Date

Witnesses as to Developer (Seal) Date

ACCEPTANCE

Developer hereby accepts and agrees to the terms and conditions as set forth in this Agreement TOLL DEVELOPMENT CORP Developer

BY Acceptance Date Sales Representative

There is/ is not a real estate broker or salesman other than Developer's on-premise sales representative, involved in this transaction. If applicable state name and address of such real estate broker or salesman below

A. **MORTGAGE PROVISION:** In the event the Buyer intends to pay for a portion of the purchase price by obtaining a mortgage, the Developer shall cooperate in all reasonable ways possible with the Buyer's attempt to obtain same. Procurement of said mortgage is the sole responsibility of the Buyer and this contract shall not be conditional upon the Buyer obtaining same.

B. **TIME FOR MAKING PAYMENTS:** Except as otherwise provided herein, all payments hereunder shall be due and payable by Buyer within ten (10) days of written notice from Developer that such payments are then due and payable. The failure of Buyer to make such payments, within the specified period of time, and when requested by Developer to so do, shall constitute a material breach of this Agreement under the terms of Paragraph J herein.

C. **ESCROW OF DEPOSITS:**

1. The initial deposit and/or subsequent payments, made pursuant to this Agreement by Buyer to Developer, shall, prior to the closing of title and until the amount paid to Developer shall equal ten (10%) percent of the total purchase price, be held in an escrow account with the Developer's attorney.

2. All amounts paid by Buyer to Developer, in excess of ten (10%) percent of the total purchase price, shall be held by Developer in a special escrow account pursuant to the provisions of Sections 718.202 (2) and (3), Florida Statutes. After the effective date of this Agreement and upon commencement of construction of the improvements comprising the condominium, or if construction of improvements is in process, the Developer may withdraw funds from the special escrow account and use such funds in the actual construction and development of the condominium.

D. **THE UNIT:** The unit that is the subject of this Agreement has not been occupied unless specified herein to the contrary.

E. **SUBMISSION OF PROPERTY TO THE CONDOMINIUM FORM OF OWNERSHIP:** The Developer shall submit the said real property and the improvements thereon to the condominium form of ownership, pursuant to the provisions of Chapter 718, Florida Statutes. The Developer shall record among the Public Records of Broward County, Florida, such documents and instruments as are required to be filed under the laws of the State of Florida, to create and maintain the condominium. The Developer reserves the right, at any time prior to closing of the sale of the first Unit to a Buyer, other than the Developer, to make any amendment to the condominium documents that the Developer, the Condominium Act, governmental authorities having jurisdiction over the real property and the improvements thereon, title insurance companies, or mortgage lenders require or deem necessary, provided that the said amendments do not materially alter the location or boundaries of the Unit, change size of the common elements to the prejudice of the Buyer, decrease Buyer's share in the common elements, change Buyer's voting rights, decrease Buyer's share in the common surplus or increase Buyer's share in the common expenses or otherwise materially affect the rights of the Buyer or the value of the Unit.

F. **DELIVERY AND RECEIPT OF CERTAIN DOCUMENTS:** The Buyer acknowledges receipt from the Developer of the following documents:

1. The Prospectus, together with the documents required to be delivered by Developer to Buyer, pursuant to Section 718.503 Florida Statutes, including the exhibits required thereby, including among other documents, the Declaration of Condominium of The Cypress at Woodmont, a condominium; the Articles of Incorporation of The Cypress at Woodmont, Inc. ("The Association"); the By-Laws of the Association; and the projected Estimated Operating Budget for the condominium.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF THE EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. In the event that the Buyer shall terminate this Agreement as above provided, the Buyer shall be entitled to receive a refund of all monies paid hereunder by Buyer, together with interest thereon, as provided by Section 718.202, Florida Statutes.

G. Within a reasonable period of time after the recordation of the Condominium Deed the Developer shall because to be delivered to the Buyer an Owner's Title Insurance Policy in the amount of the Purchase Price written upon a title insurance company authorized to do business in the State of Florida, the cost of which will be an expense of the Buyer to be paid at the time of closing. Said title insurance policy shall provide as exclusions and/or be subject to those items generally acceptable for such a policy within Broward County, Florida, and those items that the Condominium Deed shall be subject to, as hereinabove provided. However, if the Buyer chooses not to purchase the said title insurance policy, he may do so by notifying the Developer or the Developer's closing agent, in writing, within thirty (30) days of the date hereof.

H. **RESERVE ACCOUNT DEPOSIT:** At the closing, Buyer shall contribute ONE HUNDRED AND NO/100 (\$100.00) DOLLARS to the Association. This contribution is for the purpose of initial and non-recurring capital expenses of the Association and for providing initial working capital for the Association.

I. **DEVELOPER UNABLE TO CONVEY:** In the event that Developer shall be unable to convey the Unit in accordance with this Agreement and Buyer elects to rescind this Agreement, then the Developer shall return to Buyer any deposit made hereunder by Buyer, together with any interest thereon, as provided by Sections 718.202(1)(a) and (2), Florida Statutes, unless previously forfeited to Developer due to Buyer's default, and upon such refund being made to Buyer, this Agreement shall be cancelled and shall be of no further force or effect, and Developer shall be under no obligation or liability whatsoever to Buyer for any damages that Buyer may have sustained, and neither party shall have any further liability to the other.

J. **DEFAULT:** In the event of default by the Developer under this Agreement, Buyer shall not seek nor be entitled to any damages of any nature whatsoever, and Buyer's remedy shall be limited to the return of the deposit paid hereunder. In the event of default by Buyer, Developer shall have, in addition to the right specified in Paragraph 4 hereof, all other rights provided in equity or law. Buyer shall be liable for Developer's costs and attorneys' fees, incurred by virtue of any litigation as to the parties' rights under this Agreement where Developer is the prevailing party.

K. **POSSESSION:** Both title to and possession of the Unit shall remain with the Developer until this transaction is closed, no furniture, fixtures or personal property of any kind may be installed upon or placed in the Unit by the Buyer, nor may any person or persons occupy the subject Unit until all monies due Developer have been paid, all requisite documents executed and delivered at the closing of this transaction and the Certificate of Occupancy issued.

L. **BROKERS FEES:** Unless the signature of a real estate broker or salesman, other than the Developer's on-premise sales representative, appears on this Agreement, there is no real estate broker or salesman involved in this transaction and, therefore, the Developer will not be liable for any real estate brokerage or sales commission other than any such commission that may be due Developer's on-premise sales representative. Buyer covenants to defend, indemnify and hold harmless the Developer, by reason of any claim, arising out of this transaction, for such commission by any real estate broker or salesman whose signature does not appear on this Agreement, including attorneys' fees for the defense of any such claim or the enforcement of the provisions hereof. In the event a real estate broker or salesman, other than the Developer's on-premise sales representative is involved in this transaction, no realtors fee shall be earned until the successful closing of this transaction has taken place.

M. **EFFECTIVE DATE:** The effective date of this Agreement is the date of acceptance by Developer.

N. **MODIFICATION:** This Agreement is binding on the parties hereto, their heirs, successors and assigns, and supersedes any and all understandings and agreements between the parties hereto. It is mutually understood and agreed that this Agreement represents the entire agreement between the parties hereto and no representations or inducements prior hereto which are not included and embodied in this Agreement shall be of any force and effect. This Agreement may only be amended, modified or terminated by an instrument in writing signed by all parties hereto.

O. **ASSIGNMENT:** This Agreement and the rights and interest hereunder are not transferrable by the Buyer, without the written consent of Developer.

P. **NOTICES:** Unless otherwise stated elsewhere in this Agreement, it is understood and agreed between the parties hereto that written notice, hand-delivered to the parties hereto or mailed, via certified mail, return receipt requested, postage prepaid, to the parties hereto at their respective mailing addresses as set forth above, unless either party has notified the other party, in writing, of a change of address, shall constitute sufficient notice hereunder.

Q. **COVENANTS AND AGREEMENTS TO BE BINDING:** All covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties.

R. **DEFINITIONS:** Whenever used or the context so requires, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

S. **AGREEMENT NOT RECORDABLE:** This Agreement shall not be recorded in the office of the Clerk of any Circuit Court of the State of Florida.

T. **MANAGEMENT AGREEMENT:** Buyer agrees, by written instrument to be executed at closing, to adopt and be responsible for Buyer's share of the management fee, as provided in the Management Agreement, a copy of which shall be included in the Prospectus, and which has been established between Developer and the Association to provide management of the condominium on a fee basis and contains the guarantee of Developer, with respect to a maximum maintenance fee.

U. **COUNTRY CLUB MEMBERSHIP:** Buyer acknowledges that the closing of the transaction contemplated by this Agreement entitles him to apply for membership in the Woodmont Country Club. Buyer further acknowledges receipt of a copy of a summary of the terms and conditions of said club membership. Application for such club membership shall be made by Buyer, separate and apart from the making of this Agreement.