

This instrument was prepared by:

Ellen G. Hirsch, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

95-152341 T#001
04-12-95 10:36AM

CERTIFICATE OF AMENDMENT
CYPRESS TREE CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declarations of Condominium of Cypress Tree Condominium, as recorded in the Public Records of Broward County, Florida, as set forth below, were duly adopted in the manner provided in the Condominium documents at a meeting held March 14, 1995.

Building	Official Records Book	Page No.
1	5541	755
2	5942	543
3	6090	850
4	6533	11
5	7381	370
6	8154	35
7	8882	401
9	9246	660

IN WITNESS WHEREOF, we have affixed our hands this 29th day of MARCH, 1995, at _____, Broward County, Florida.

WITNESSES

CYPRESS TREE CONDOMINIUM
ASSOCIATION, INC.,

Sign Julie Smith

Print Julie Smith

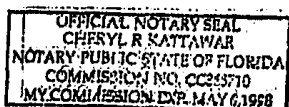
Sign Joyce JACK

Print Joyce JACK

By: Joe Federman
Joe Federman, President
Address: 2351 N.W. 41st AVENUE
LAUDERHILL, FLORIDA 33313

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of MARCH, 1995, by Joe Federman, as President of Cypress Tree Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



My Commission Expires:

NOTARY PUBLIC:

SIGN: Cheryl R. Kattawar

PRINT: Cheryl R. Kattawar
State of Florida at Large

AMENDMENTS TO THE
DECLARATIONS OF CONDOMINIUM OF THE
CYPRESS TREE CONDOMINIUMS

1. Amendment to Declarations of Condominium, Article X, to read as follows:

X

ASSESSMENTS

...

Assessments not paid when due shall bear interest at the rate of ten percent (10%) per annum from due date until paid. In addition to such interest, if an assessment is not received within ten (10) days from the date it is due, the Board shall charge an administrative late fee in the amount of \$25.00, or in the highest amount permitted by law, as amended from time to time, or such lesser amount as the Board may determine, from time to time, by duly adopted Board rule, for each delinquent installment that the payment is late. Any payment received by the ASSOCIATION shall be applied first to any interest accrued by the ASSOCIATION, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. All expenses, including reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of the lien of the Association shall be payable by the Unit Owner(s). The Association shall have a lien on each condominium parcel for any unpaid assessments against it, together with interest thereon and late fees, and expenses, if any, including attorney's fees incidental thereto. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. . . .

2. Amendment to the Declarations of Condominium, Article VII, to read as follows:

VII

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called and convened in accordance with the By-Laws, by the affirmative vote of ~~3/4~~ (75%) a majority of the unit owners present (in person or by proxy) and voting at such meeting. ~~In the alternative, an amendment may be made by an agreement signed and acknowledged by 75% of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Broward County, Florida.~~ All amendments shall be recorded and certified as required by the Condominium Act.

3. Amendment to the Declarations of Condominium, Article XI, Section A., to add a new final paragraph, to read as follows:

XI

PROVISIONS RELATING TO SALE, OR RENTAL OF
CONDOMINIUM UNIT.

...

In addition to the screening fee provided for in this Declaration, in the event of a lease of a unit, the unit owner or prospective lessee shall place a security deposit, in the highest amount permitted by law, or such lesser amount

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as the Board may, from time to time, determine by duly adopted rule, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property. In the event the security deposit, or any portion thereof, is applied as provided herein during the term of the lease, the unit owner or lessee will deposit with the Association, upon written demand therefor, an amount sufficient to restore such security deposit to its original amount, and the failure to do so shall constitute a material violation of the Condominium Documents. Any lessee who vacates or abandons the unit at or prior to the expiration of the term specified in the written lease must give at least seven (7) days written notice by certified mail or personal delivery to the Association prior to vacating or abandoning the unit, which includes the address where the lessee may be reached. Failure of the lessee to give such notice relieves the Association of the notice requirement to impose a claim against the deposit and relieves the Association of the requirement to remit the balance, if any, of the deposit. A lessee is presumed to have abandoned the unit if the lessee is absent from the unit for a period of time equal to one-half the time for periodic rental payments, unless the lessee has notified the Association, in writing, of an intended absence. The remedies provided for herein are cumulative and in addition to any other remedy available to the Association, and nothing herein shall be deemed to limit or exclude any of the Association's rights or remedies or method of enforcement.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR