

Prepared by:
Kaye & Roger, P.A.
6261 NW 6th Way, Ste. 103
Ft. Lauderdale, FL 33309

INSTR # 99172175
OR BK 29348 PG 0040
RECORDED 03/29/99 01:37 PM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DEPUTY CLERK 1037

CERTIFICATE OF AMENDMENT
OF
CYPRESS TREE CONDOMINIUMS NO. 1,2,3,4,5,6,7,9

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Cypress Tree Condominium, as described in the Public Records of Broward County, Florida, as set forth below, were duly adopted in accordance with the documents at a meeting held on March 9, 1999.

Building	Official Records Book	Page No.
1	4451	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 14th day of March, 1999, at Lauderhill, Broward County, Florida.

By: George Nerenberg Pres
Print: GEORGE NERENBERG
Attest: Marie Th Leven
Print: MARIE TH LEVEN

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of MARCH, 1999, by George Nerenberg as President and Marie Leven as Secretary of Cypress Tree

Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign Arlene Barnett

print _____
State of Florida as _____
ARLENE BARNETT
My Comm Exp. 3/02/00
Bonded By Service Ins
No. CC531220

My Commission Expires:



[] Personally Known [] Other F.P.

APB
MB

KAYE & ROGER P.A.
WILL CALL #109
↑

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
CYPRESS TREE CONDOMINIUM,
BUILDINGS 1,2,3,4,5,6,7,9

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

XI
PROVISIONS RELATING TO SALE, OR RENTAL OF
CONDOMINIUM UNIT

. . .

A. Association shall have First Right of Refusal.

As of January 1, 2000, no unit may be rented in the Condominium. Units under contract of lease at that time may continue for all renewal periods set forth in the present lease agreement. The Board may, at its discretion, grant a hardship exception and allow a single rental of a unit during the life of the ownership of a requesting unit owner. The Board shall adopt specifications defining acceptable hardship circumstances. In the event unit owner desires to sell, ~~rent or lease~~ his unit, the Association shall have the option to purchase, ~~rent, or lease~~ said unit at the same price ~~or rental~~ and upon the same terms and conditions as are offered by the unit owner to any third person. Any attempt to sell, ~~or rent, or lease~~ said unit without prior offer to the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, ~~tenant, or lessee.~~

Should the unit owner wish to sell, ~~lease, or rent~~ his condominium parcel (which means the unit, together with the undivided share in the common elements which are appurtenant thereto), he shall, before making or accepting any offer to purchase, ~~sell, lease or rent~~ his condominium parcel, deliver to the Board of Directors a written notice containing the terms of the offer he has received or which he wishes to accept or proposes to make, and the name, address and whereabouts of the person(s) to whom the proposed sale, ~~lease or transfer~~ is to be made, and such other information (to be requested within 5 days from receipt of such notice) as may be required by the Board of Directors. Said notice shall be accompanied by \$150.00 payable to the condominium association to cover screening of prospective purchasers, costs and other expenses said association might incur. Said monies or unused portions thereof are not refundable.

The Board of Directors, within thirty (30) days after receiving such notice and information, shall either consent to the

transaction specified in said notice, or, by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate that the Association, one or more persons then unit owner, or any other person or persons satisfactory to the Board of Directors, is willing to purchase, ~~lease or rent~~ upon the same terms as those specified in the unit owner's notice. That stated designee(s) of the Board of Directors shall have seven (7) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, ~~lease or rent~~ upon the same terms specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person or persons to make such an offer within said seven-day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, ~~lease or rent~~ said interest pursuant thereto to the prospective purchaser or ~~tenant~~ named therein within ninety (90) days after his notice was given.

Any sub-leasing or assignment of a unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Board of Directors shall have the right to require that a substantially uniform form of lease or sublease be used.

. . .

B. Special Provisions re Sale, Leasing, etc., by Institutional Mortgagees, Developer and Intra-Family Transfers

(1) Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, or its nominee, or a purchaser at foreclosure sale, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, ~~and its immediate grantee,~~ shall have the unqualified right to sell, ~~lease or otherwise transfer~~ said unit, including the fee ownership thereof, without the prior offer to the Board of Directors, the Provisions of Paragraph A above to be inapplicable.

. . .

XIII
USE AND OCCUPANCY

The Unit Owner, or owner of a Unit, shall occupy and use his condominium parcel as a single family private dwelling for himself and the members of his family ~~excluding children under the age of 14 except as casual visitors,~~ and social guests and for no other

purposes. A guest may occupy a Unit, with the Unit Owner or approved resident in residence, for a period of up to 15 days in any 12-month period. A guest occupying the Unit for any period of time more than the 15 days set forth herein must submit to the approval process for any approved resident of the Condominium, as adopted by the Board from time to time. A guest may occupy a Unit in the absence of the Unit Owner or approved resident only with the prior written approval of the Board. The Board shall adopt policies and procedures for such occupancy and approval, which includes limitation on the duration of such occupancy. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. A Unit Owner shall not allow any pet or animal in his apartment or the common elements. No clotheslines or similar devices shall be allowed, except where designated by the Association, on any portion of the condominium property. Nor shall any clothing or any other objects be hung or displayed on the railings or other exterior portion of the premises.

AUTOMOBILE PARKING SPACES: Automobile parking spaces are set forth in the plat plans attached hereto. Said parking spaces form a part of the Common Elements of this Condominium. At such time as the Developer may designate, and in any case not later than one year from the date of the filing of this Declaration, the assignment of parking spaces and all questions relating to parking shall be determined by the Developer, provided no parking space once assigned shall be re-assigned or changed except for good cause. Parking spaces not assigned to particular units shall be available for general use by guests and visitors of all Unit Owners. Commercial vehicles of any kind are prohibited. For the purpose of this restriction, a commercial vehicle shall mean any vehicle containing outside lettering on any such vehicle designating a business of any kind or any visible items of commercial use, such as tools or materials. The prohibition of parking shall not apply to the temporary parking of commercial vehicles for pick-up, delivery and other commercial services rendered to and on behalf of the residents of this Cypress Tree Condominium.