

DOCUMENTS FOR

CYPRESS LAKES - PLAT NO. 6-A

A Residential Homeowners Development

in

CYPRESS LAKES PLANNED UNIT DEVELOPMENT

Offered by

CAMPANELLI INDUSTRIES, INC.

A Delaware Corporation  
authorized to do business in the State of Florida

Developer

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DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS RELATING TO:

All of CYPRESS LAKES - PLAT NO. 6-A according to the plat thereof as recorded in Plat Book 44, Page 102, Public Records of Palm Beach County, Florida (herein the Subdivision and/or Property).

W I T N E S S E T H :

WHEREAS, Declarant plans to develop the property by constructing a residential townhouse unit on each of the respective lots therein in buildings with two, four and six units each, and by making certain improvements to the Common Areas as herein provided; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, Declarant deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the Property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS. As used in this Declaration of Covenants, Conditions and Restrictions (herein Declaration), the following words have the following meanings:

A. ASSOCIATION shall mean and refer to CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC., a Florida corporation not for profit, its successors or assigns. A copy of the Articles of Incorporation and By-Laws of the Association is attached hereto and made a part hereof as Exhibits I and II respectively.

B. BOARD shall mean the Board of Directors of the Association.

C. DECLARANT shall mean CAMPANELLI INDUSTRIES, INC., a Delaware corporation, authorized to do business in the State of Florida, its successors and assigns.

D. LOT shall mean and refer to any lot shown on the plat of CYPRESS LAKES - PLAT NO. 6-A.

E. IMPROVED LOT shall mean a lot upon which there has been constructed a townhouse unit, for which a valid Certificate of Occupancy has been issued by applicable Governmental authority.

F. DWELLING UNIT shall mean and refer to a townhouse unit as same is permitted and defined in Section 500.21.K.4. - Single Family Design (d) of the Palm Beach County zoning code.

G. LOT OWNER shall mean the holder or holders of the fee title to a lot as herein defined.

H. COMMON AREAS shall mean all real property including any improvements thereto, owned by the Association for the common use and enjoyment of the owners of property which Lot Owners have a right of easement and enjoyment in and to. Said Common Areas consist of the following:

Tracts S-16 through S-21, inclusive all of Cypress Lakes - Plat No. 6-A according to the plat thereof as recorded in Plat Book 44, Page 102, Public Records of Palm Beach County, Florida; together with any improvements to be constructed thereon as provided herein, including but not limited to open space and private streets.

I. INSTITUTIONAL LENDER shall mean and refer to any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any Lot or which has acquired and holds title thereto as a result of foreclosures of any such mortgage lien or by deed in lieu of foreclosures.

The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

J. COMMON EXPENSE OR COMMON EXPENSES shall mean:

- (1) Expenses of administration of the Association;
- (2) Expenses declared common expenses by this Declaration, the Articles of Incorporation and By-Laws;
- (3) Any valid charge against the subdivision as a whole.

Common Expenses shall not include the cost of water and sewer service to an Improved Lot.

K. MASTER DECLARATION shall mean and refer to The Master Declaration of Covenants, Conditions and Restrictions relating to Cypress Lakes Planned Unit Development recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

L. MASTER ASSOCIATION shall mean and refer to Cypress Lakes Master Homeowners Association, Inc., a Florida non-profit corporation.

M. MASTER PLAN shall mean and refer to Cypress Lakes Master Plan prepared by Team Plan Inc., April, 1977, on file with the Planning, Zoning and Building Department of Palm Beach County as same is from time to time revised.

N. CYPRESS LAKES P. U. D. shall mean and refer to Cypress Lakes Planned Unit Development consisting of 243.14 acres more or less located in Palm Beach County, Florida as legally described in the Master Declaration and in which Cypress Lakes - Plat 6 is located.

O. MASTER COMMON AREAS shall mean and refer to all real property including any improvements thereto owned by the Master Association for the common use and enjoyment of the owners of property in Cypress Lakes P. U. D. or property which said owners have a right of easement and enjoyment in and to which may include, but are not

limited to private streets, entrance way features including guard house and gates, lakes, canals, recreation area buildings and facilities, street lighting, fences, sprinkler systems, landscaping and other such items, all as more specifically described and identified in the Master Declaration.

2. ASSOCIATION. Declarant in order to insure that the Common Areas will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Lot Owners and to provide for other matters of concern to said owners, has organized a non-profit corporation known as Cypress Lakes Homeowners Association VI, Inc., a Florida non-profit corporation (herein "Association").

3. ASSOCIATION MEMBERSHIP. Every owner of a Lot as defined herein shall automatically become a member of the Association. When more than one person holds an interest in any Lot, the vote for such Lot shall be cast by the owner thereof designated in a certificate filed with the Association and signed by all persons owning an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot. Notwithstanding the foregoing, Declarant, its successors and assigns, shall not be required to file such a certificate in order to vote its votes.

4. VOTING RIGHTS. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all those members as defined in Section 3 of the Articles of Incorporation with the exception of Declarant, its successors or assigns. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves, determine but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, its successors or assigns. The Class B members shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) On December 31, 1985.

Notwithstanding anything herein contained to the contrary, the Class member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

5. RESIDENTIAL USE. All lots are restricted to the use of a single family, its household, servants and guests. Only one dwelling unit may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessor building shall be first obtained

from the Board. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a unit; otherwise no portable buildings or trailers may be placed on a lot. No building shall be enlarged by additions thereto or by screening in of a portion of the improved property or lot or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the Board, which approval shall be granted or withheld at its sole discretion. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval of the Board, which approval shall be granted or withheld at their sole discretion.

6. MAINTENANCE OF PROPERTY. In order to maintain the standards of the Subdivision:

A. Lawn Maintenance and Spraying. The Association shall maintain, care for and replace all lawns within the Property, accordingly there is hereby reserved in favor of the Association the right to enter over, through and upon all of the Lots for the purpose of maintaining and caring for and replacing the laws located thereon, the cost of which is hereby declared to be a Common Expense of the Association. Each owner of an improved lot in the Subdivision is hereby made liable to the Association for his assessed share, as hereinafter set forth, of such Common Expense. "Maintenance and care" within the meaning of this subparagraph (b) shall include mowing, trimming, pruning, edging, fertilizing, spraying and replacing of laws. In the exercise of its discretion in this regard, the Board shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the Subdivision. If the Board approves a request by an owner of a Lot to place upon said Lot trees, hedges, vines or other landscaping, the Board may determine to assess said owner an additional assessment for the maintenance of such trees, vines, hedges or additional landscaping or the Board may require the owner of the Lot to maintain such trees, hedges, vines or additional landscaping as it determines in its sole discretion. Should the Board determine to assess an owner for the maintenance of such trees, hedges, vines or additional landscaping, such assessment is not a Common Expense as herein defined, provided however, the lien provisions as set forth in this Declaration for Common Expenses shall also mean this assessment to the owner of the lot.

B. Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system, together with irrigation pumps, such system to be constructed over, through and upon all of the Lots and Common Areas in the Property, accordingly there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all of said Lots, the cost of which is hereby declared to be a common expense of the Association. The owners of Improved Lots in the Subdivision shall be liable to the Association for their assessed share, as hereinafter set forth of such Common Expense including the cost of water distributed by the system on their respective Lots if any. In order to maintain uniformity in the maintenance and care of the grass, the Board shall have the right to determine the time and frequency that watering shall be performed.

C. Maintenance Obligation of Lot Owners. Each Lot owner shall maintain in good condition and repair the interior and exterior of his dwelling (including, without limitation, walls, paint on walls, windows, doors, shutters, roofs, downspouts) and the party walls shared with other owners and shall keep same in good, safe, clean,

neat and attractive condition. In the event the Lot Owner fails to keep the premises in said condition, the Declarant, its successors or assigns, or the Association or assigns shall have the right to mail a fifteen-day written notice to the property address or the last known address of the Lot Owner, advising the Lot Owner of failure to comply with the above provisions. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said note shall give the Declarant, its successors or assigns or the Association, the right but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The Declarant, its successors and assigns or the Association shall have the further right to assess the Lot Owner for the full cost of any services or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

7. **ASSESSMENTS.** Assessments for the payment of all common expenses shall be made for the calendar year annually in advance, on December 1, preceding the year for which the assessments are made. All Common Expenses shall be apportioned and assessed equally to the Improved Lots.

Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot Owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the association, at its option and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Association and the Board of Directors may apportion the increase and the annual assessment over the remaining monthly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.

The Declarant for each Improved Lot owned by it and each owner of any Improved Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the Common Area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made. Each such assessment, together with interest,

costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as herein-after provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear the interest from the due date at the rate of ten (10) per cent per annum, and the Declarant, its successors or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lienholder without waiving the liens securing the same.

8. ADDITIONAL ASSESSMENTS. The Association may upon the recommendation of the board and 75% vote or written approval of the members, assess the members for such additional purposes as are set forth in the Association's Articles of Incorporation.

9. COMMON AREAS. The owner of each Improved Lot is hereby made liable to the Association for its assessed share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Common Areas and for other common expenses provided for herein. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Common Areas.

10. IMPROVEMENTS TO COMMON AREAS.

Declarant plans to improve Tracts S-16 through S-21 inclusive by the construction thereon of paved streets.

Declarant may make such additional improvements including but not limited to drainage and utility facilities and landscaping to Tracts S-16 through S-21 as it in its sole discretion may elect.

On December 31, 1985 or when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, whichever event first occurs, Declarant shall convey the common areas as improved to the Association, free and clear of liens and encumbrances and subject only to the terms and provisions of this Declaration. No consideration shall be payable in connection with said conveyance and the Association agrees to accept same.

11. OWNERS EASEMENTS AND ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas, as elsewhere defined herein; such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject however, to the provisions of this Declaration, the Articles of Incorporation and the By-Laws.



12. COMMON AREASE - USE. The common areas are to be used solely as private streets and open space pursuant to reasonable rules and regulations promulgated from time to time by the board of Directors which rules and regulations shall be uniformly applicable to all members.

13. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a lot has become an Improved Lot as herein defined, it shall remain so classified and shall be subject to the obligations and liens as set forth in these restrictions as long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

14. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the property in the Subdivision has been platted and the structures to be located thereon designed primarily for the comfort, convenience and accommodation of retired persons, the use of all Lots in the Subdivision is hereby limited to permanent residents sixteen (16) years of age or older. Permanent residents means and shall refer to all persons who occupy dwelling units for more than six (6) weeks in any calendar year. Declarant or the Association shall have the right to promulgate from time to time reasonable rules and regulations governing the visitation and temporary resident of persons under the age of 16.

Lot owners, by the acceptance of the deed to their respective lots in Cypress Lakes - Plat No. VI will have agreed that the foregoing provision is reasonable and necessary in order to promote the health, happiness and peace of mind of the majority of the lot owners in that such lot owners consist principally of middle age to elderly persons whose children, if any, are generally older than age sixteen (16) and who have no further desire to beget and bear children.

15. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described Lots; however, notwithstanding this restriction the Declarant and its assigns shall not be prohibited from operating a sales model or office on the described Lots.

16. LAWNS, LANDSCAPING, FENCES, WALLS, HEDGES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS AND COLOR OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO WALLS AND ROOFS. All portions of a Lot not occupied by a building or other permanent structure shall be grassed and kept as lawn. No trees or shrubbery, or other forms of landscaping except that initially installed by Declarant, shall be installed or maintained unless the same shall have first been approved in writing by the Board. The Board may arbitrarily withhold such approval. No walls, fences, or hedges except those initially installed by Declarant, shall be permitted anywhere within the Subdivision except as approved in writing by the Board, which approval may be arbitrarily withheld. No outdoor clothes drying activities shall be conducted on any of the Lots. All garbage and trash containers and oil and gas tanks must be placed underground or in enclosed areas as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lots where express prior written approval of the size, shape, content and location thereof has not been obtained from the Board, which approval may be arbitrarily withheld. Notwithstanding the foregoing, the Declarant shall have the right to place such signs upon the subject property as Declarant deems necessary and proper in its sole discretion in connection with the sale by Declarant of Lots and Improved Lots within the Subdivision including easements of the same. Unless prior written approval has been obtained from the Board and the Declarant, no exterior radio, television

or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described property. The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited. The parking or storage of boats and trailers, trucks in excess of one-half ton rated capacity, commercial vehicles, motor homes, campers and travel or other trailers upon any of the foregoing described property is prohibited. No hurricane and storm shutters shall be installed unless the same be of a type approved by the Board. The exterior color of all buildings and improvements upon all lots, including the roofs, shall remain the color initially designated and determined upon the construction of said improvement, provided however said color may be changed by an owner with the prior written approval of the Board being first had and obtained. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval of the Board, which approval shall be granted or withheld at their sole discretion.

17. PETS. No more than one (1) dog or cat pet shall be permitted to be kept on an Improved Lot; provided that dog varieties which when fully matures, normally weigh in excess of twenty (20) pounds, may not be kept. All pets shall be kept on a leash when outside the unit. If any pet becomes a nuisance as determined solely by the Board of Directors, the owner of such pet covenants and agrees to dispose of said pet within ten (10) days after written notice from the Board. No pet shall be kept or raised for commercial purposes.

18. ARCHITECTURAL CONTROL. Nothing shall be constructed or installed or change or modified, altered, or added to on a Lot, including but not limited to the landscaping thereof, without first obtaining the written approval of the Board as more particularly provided in this Declaration. The Board shall require plans and specifications showing the nature, kind, shape, height, materials, colors, type of landscaping and location of which the lot owner proposes to do and same shall have been submitted and approved in writing by the Board before construction or installment, etc. is commenced. In the event the Board fails to approve or disapprove, within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and these Articles will be deemed to have been fully complied with. The Board of Directors may, as to the matters contained in paragraphs 5, 6 and 16, which require board approval, delegate the functions of the Board of a Committee to be known as the Architectural Control Committee which shall be composed of three (3) or more representatives appointed by the Board or the Board may act as said Committee.

19. RULES AND REGULATIONS. The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Areas and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided however, the copies of such rules and regulations are furnished to each Lot Owner prior to the time same become effective and provided that said rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

20. PARTY WALLS. The rights and duties of Lot Owners with respect to party walls shall be governed by the following:

- A. Each wall is constructed as a part of the original construction, any part of which is placed on a dividing line between separate Lots, or otherwise divides portions of separate townhouses,

one from the other, shall constitute a party wall, and with respect to such wall, each of the adjoining lot owners shall assume the burdens, and be subject to an easement for that portion of a party wall within his unit, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

- B. If any such party wall is damaged or destroyed by fire or other casualty or by some other than the act of one of the adjoining owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuilding or repair the same to as good condition as formerly. The cost shall be shared equally by the adjoining Lot Owners.
- C. If any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuilding and repair the same to as good condition as formerly without cost to the adjoining owner.
- D. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.
- E. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.
- F. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of such Board of Directors shall be final and conclusive upon the parties.

The rights and duties of Lot Owners with respect to fences initially installed by Declarant on a Lot line common to two lots shall be governed by the following:

A through F, inclusive above.

21. DECLARANT'S GUARANTY. Declarant, its successors and assigns, hereby guarantees that the regular annual assessment for each Improved Lot for one (1) year from the date of the conveyance of the first Lot from Declarant to a Purchaser, shall be in the maximum amount of the assessment per Improved Lot as determined by the Board of Directors in the first annual budget adopted by said Board as to the Improved Lots. During the period of said guaranty, the Declarant, its successors or assigns shall pay the amount of the expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots and during said period, the Declarant shall not be required to pay any specific sum for its share of expenses as to any Lot owned by it, provided however said Declarant, its successors and assigns, shall pay the deficit during that period. During the period of said guaranty, each Improved Lot not owned by the Declarant shall pay the annual regular assessment in the amount determined by the Board of Directors for the first year in accordance with the terms of this Declaration.

22. RIGHTS RESERVED TO DECLARANT. Notwithstanding any provision in this Declaration to the contrary, the Declarant shall have the right, with respect to the development of the property to construct units and other improvements on the Lots without obtaining the approval of the Board of Directors of the Association or the architectural control committee, provided however that same complies with the minimum applicable building standards and zoning laws of Palm Beach County, Florida.

23. EASEMENTS. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the Subdivision Plat. Declarant reserves the right to such additional easements in the property as may be needed in connection with the servicing of the Lots or adjoining property owned by Declarant with the same or other services. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the direction of flow of water through drainage channels or swales in the easements. Declarant further reserves onto itself its successors or assigns and their guests and invitees a right of easement over and upon Nichole Drive and Mariesa Avenue for vehicular and pedestrian traffic generated by the Lot Owners in Cypress Lakes P. U. D.

24. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. The lien of any type assessment provided for in this Declaration shall be superior to all other liens, except tax liens and institutional first mortgage liens. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefore; however, the sale or transfer of such Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish such assessments as to payments which became due and payable prior to the date of such sale or transfer. Such sale or transfer shall not relieve such Lot from such liability or any assessment thereafter become due, nor from the Lien from any subsequent assessment.

25. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive period of ten (10) years each until an instrument signed by the then owners of two-thirds of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part.

26. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

27. ENFORCEMENT. The Declarant, the Association or any Lot Owner shall have the right to enforce these Covenants and Restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants or Restrictions or to recover damages and against the land to enforce any lien created by these Covenants; and failure by the Association, the Declarant, or any Lot Owner to enforce any Covenant or Restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or enforce any lien created by these Covenants and Restrictions the prevailing party in said litigation shall be entitled to recover court costs and a reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any Appellate proceeding.

28. AMENDMENTS. This Declaration may be amended at any time by an instrument signed by not less than sixty (60%) per cent of the Lot owners. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing provisions of this paragraph, this Declaration may only be amended with the written consent of the Declarant until the 31st day of December, 1985, unless said requirement is terminated in writing by the Declarant prior thereto.

29. MASTER ASSOCIATION. Cypress Lakes - Plat No. VI is located within Cypress Lakes Planned Unit Development. Declarant, in addition to the development of Cypress Lakes - Plat No. VI, plans to develop all of the property in Cypress Lakes P. U. D. in accordance with the Master Plan therefor as same is from time to time revised and /or amended, and Declarant in order to insure that the Master Common Areas as defined herein will continue to be maintained in a manner that would contribute to the comfort and enjoyment of all Lot Owners in Cypress Lakes Planned Unit Development including the Lot Owners of lots in Cypress Lakes - Plat No. VI and to provide for other matters of concern to all of said owners, has organized a non-profit corporation known as Cypress Lakes Master Homeowners Association, Inc., a Florida non-profit corporation (herein "Master Association"). Lot owners of lots in Cypress Lakes - Plat No. VI, by the acceptance of their respective deeds will have covenanted and agreed to become a member of the Master Association and shall be subject to the terms and provisions of the Master Declaration of Covenants, Conditions and Restrictions relating to Cypress Lakes Planned Unit Development as defined in paragraph 1-K hereof (herein "Master Declaration").

30. PLAT VACATION. The Plat of Cypress Lakes - Plat No. VI referred to herein may not be vacated in whole or in part unless the entire plat is vacated.

31. UNIT RECONSTRUCTION. In the event that a unit constructed by Declarant on an improved lot is destroyed or removed by or for any cause, if replaced, shall be replaced with a unit of at least similar size and type however, not exceeding the dimensions of the destroyed or removed unit.

IN WITNESS WHEREOF, the Declarant hereof has caused this instrument to be executed this 30<sup>th</sup> day of July, A. D. 1982.

Witnesses:

Charlotte A. Rinaldi  
Esena M. Gray

CAMPANELLI INDUSTRIES, INC.,  
a Delaware corporation  
authorized to do business in  
Florida

By: John R. Carver  
Vice President

THE UNDERSIGNED hereby joins in this Declaration for the purposes therein stated.

Witnesses:

Charlotte A. Rinaldi  
Esena M. Gray  
Charlotte A. Rinaldi  
Esena M. Gray

CYPRESS LAKES HOMEOWNERS  
ASSOCIATION VI, INC.

By: John R. Carver  
Vice President

Attest: Russell Campanelli  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this 30<sup>th</sup> day of July, A. D. 1982 before me personally appeared JOHN R. CARVER, Vice President of CAMPANELLI INDUSTRIES, INC., a Delaware corporation authorized to do business in Florida, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand official seal at \_\_\_\_\_ in the County of Broward and State of Florida, the day and year last aforesaid.

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 24 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

Charlotte A. Rinaldi  
Notary Public - State of Florida

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this 30<sup>th</sup> day of July, A. D. 1982, before me personally appeared JOHN R. CARVER and RUSSELL CAMPANELLI as Vice President and Secretary respectively of CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC., a non-profit corporation under the laws of the State of Florida, to me well known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at \_\_\_\_\_, the County of Broward and State of Florida, the day and year last aforesaid.

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 24 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

Charlotte A. Rinaldi  
Notary Public - State of Florida

ARTICLES OF INCORPORATION

OF

CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC.

1. NAME

The name of the Corporation is CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC., (herein the "Association").

2. PURPOSES

The Corporation is organized as a Corporation not for profit under the provisions of Chapter 617 of the Florida Statutes. The purposes for which the Corporation is organized are:

A. To provide an entity responsible for the operation of a Subdivision in Palm Beach County, Florida known as CYPRESS LAKES - PLAT NO. 6-A, hereinafter referred to as "Subdivision".

B. To enforce, through appropriate legal means, the Declaration of Covenants, Conditions and Restrictions relating to the Subdivision.

C. To ensure that the lands in the Subdivision shall remain an area of high standards containing townhouses, improvements and facilities designed primarily for the comfort, convenience and accommodations of its residents.

D. To operate, maintain and control the Common Areas consisting of private streets and certain open space.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such building structures, landscaping, paving, street lighting and equipment, both real and personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors by majority vote determines necessary and appropriate and/or convenient, and which seventy-five (75%) per cent of the members approve, either by vote at a meeting duly called or in writing.

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION.

The members of this Corporation shall constitute all of the record owners of Lots in the Subdivision. Changes of membership in the Corporation shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Lot and 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 a prior owner of such Lot shall thereby be terminated. Where any one Lot in the Subdivision 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 Lot shall be as many members as the number of said Lots owned.

4. VOTING RIGHTS.

The Association shall have two (2) classes of voting membership.

EXHIBIT I

Class A. Class A members shall be all those members as defined in Section 3 with the exception of the Declarant, CAMPANELLI INDUSTRIES, INC. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, CAMPANELLI INDUSTRIES, INC. The Class B members shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on December 31, 1985.

Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

5. TERM

The existence of the Corporation shall be perpetual.

6. NAMES AND RESIDENCES OF SUBSCRIBERS

CONSTANTINO CICIONE	3601 N. E. 24th Avenue Fort Lauderdale, Florida
JOHN R. CARVER	20588 N. E. 6th Court North Miami Beach, Florida 33179
RUSSELL CAMPANELLI	2717 N. E. 29th Court Fort Lauderdale, Florida

7. DIRECTORS AND OFFICERS

The affairs of the Corporation 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 12 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 of entities with whom the Corporation enters into such Agreements. Disclosure of any such Agreements by setting forth the same in the Declaration of Restrictions for the Subdivision 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.



8. NAMES OF OFFICERS

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

CONSTANTINO CICIONE	PRESIDENT - DIRECTOR
JOHN R. CARVER	VICE PRESIDENT - DIRECTOR
RUSSELL CAMPANELLI	SECRETARY TREASURER - DIRECTOR

9. BOARD OF DIRECTORS

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

CONSTANTINO CICIONE	3601 N. E. 24th Avenue Fort Lauderdale, Florida
JOHN R. CARVER	20588 N. E. 6th Court North Miami Beach, Florida 331
RUSSELL CAMPANELLI	2717 N. E. 29th Court Fort Lauderdale, Florida

10. BY-LAWS

The original By-Laws are to be made by the Board of Directors. The same may thereafter be amended only with the approval of sixty (60%) per cent of all of the Directors and not less than seventy-five (75%) per cent of the members of the Association.

11. AMENDMENT OF ARTICLES

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

12. POWER

The corporation shall have all of the following powers:

A. All of the powers set forth and described in Section 617.021 of the Florida Statutes.

B. 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 Subdivision intended to provide for the enjoyment, recreation, or other use of benefit of the Unit Owners.

C. To contract with a third party for the management of the Subdivision 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.

D. To operate and manage the Subdivision in accordance with the sense, meaning, direction, purpose and intent of the Declaration of Restrictions 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 of Restrictions and/or By-Laws.

E. To promulgate rules and regulations concerning the use of the Lots, Common Areas, and facilities in the Subdivision.

F. To fix assessments to be levied against the Lots to defray expenses and costs of effectuating the purposes and objects of the Association and to create reasonable reserves for such expenditures.

G. To charge recipients for services rendered by the Association and the user for use of Association property where it is deemed appropriate by the Board of Directors of the Association.

H. To pay taxes, insurance and other charges, if any, on or against the Common Areas.

I. To exercise all of the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions that may from time to time be filed with respect to the Subdivision, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned.

### 13. 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.

### 14. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 2500 East Hallandale Beach Boulevard, Penthouse I, Hallandale, Florida 33009, and the name of the initial registered agent of this Corporation is S. LEE CROUCH, whose address is the same as that of the registered office.

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 30<sup>th</sup> day of July, A. D. 1982.

Signed, sealed and delivered  
in the presence of:

Charlotte A. Penabali

Gene M. Oring

Constantino Cicione  
CONSTANTINO CICIONE

John R. Carver  
JOHN R. CARVER

Russell Campanelli  
RUSSELL CAMPANELLI

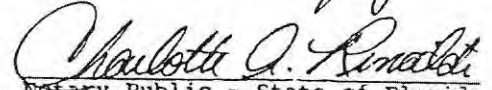
STATE OF FLORIDA )  
                          :SS  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared  
CONSTANTINO CICIONE, JOHN R. CARVER and RUSSELL CAMPANELLI and  
acknowledged before me that they executed the above and foregoing  
Articles of Incorporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal at Hallandale, said County and State this 30<sup>th</sup> day of July,  
A. D. 1982.


My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 24 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

  
Notary Public - State of Florida

ACCEPTANCE BY REGISTERED AGENT

Having been designated registered agent in the foregoing  
Articles of Incorporation, I hereby accept such designation and agree  
to act in the capacity of the corporation's registered agent.

  
S. LEE CROUCH

Sworn to and subscribed before me this 2<sup>nd</sup> day of August,  
A. D. 1982.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 24 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

  
Notary Public - State of Florida

BY-LAWS

OF

CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC.

1. IDENTITY

The name of the corporation is CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC., hereinafter referred to as "Association", a corporation not for profit organized under the laws of the State of Florida.

The principal office of the corporation shall be located at 2500 East Hallandale Beach Boulevard, Hallandale, Florida 33009, but the meeting of the members and directors may be held at such places within the State of Florida, county of Broward or Palm Beach, as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

2. DEFINITIONS

All words, phrases, names and/or terms used in these By-Laws shall have the same meaning and be defined and used the same as they are in the Declaration of Covenants, Conditions and Restrictions relating to CYPRESS LAKES - Plat 6-A, (herein "Declaration"), and the Articles of Incorporation of the Association.

3. MEETING OF MEMBERS

A. Annual Meetings: The first annual meeting of the members shall be held on or before one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at such time and place as might be determined by the Board of Directors. If the day for an annual meeting is a legal holiday, the meeting will be held the first day following which is not a legal holiday.

B. Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors of the Association ("Board") or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of both Class A or Class B membership.

C. Notice of Meetings: Written notices of each meeting of the members shall be given by, or at the discretion of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

D. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty percent (50%) plus one (1) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Declaration of the By-Laws. If however, such quorum

shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement of the meeting until a quorum as aforesaid shall be present or represented.

E. Voting: At any meeting of members, the Owners of Units shall be entitled to cast such votes to which they might be entitled as defined in the Articles of Incorporation of the Association. Class A and Class B members shall be as defined in the Articles of Incorporation of the Association.

F. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

G. Order of Business: The order of business at annual members meetings, and as far as practical at other meetings, shall be:

Calling of the role and certifying of proxies;  
Proof of notice of meetings;  
Reading of Minutes;  
Report of Officers;  
Appointment of Chairman of Inspection of Election;  
Election of Directors;  
Unfinished Business;  
New Business;  
Adjournment.

#### 4. DIRECTORS.

A. Selection; Number; Term: The affairs of this Association shall be managed by a Board from three (3) to seven (7) Directors, who shall be members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the initial Board of Directors shall be comprised of three (3) persons. The names and address of the persons who shall serve as Directors until the election of their successors are:

<u>Name</u>	<u>Address</u>
Constantino Cicione	3601 N. E. 24th Avenue Fort Lauderdale, Florida
John R. Carver	20588 N. E. 6th Court North Miami Beach, Florida 33179
Russell Campanelli	2717 N. E. 29th Court Fort Lauderdale, Florida

The initial Board herein designated shall serve until the first annual membership meeting, after the Class A membership exceeds that of the Class B membership vote, at which time the members shall elect

three (3) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect three (3) or two (2) directors as the case may be for a term of three (3) years. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant, and should said member resign from the Board, he will be replaced by the Declarant.

B. Removal: Any Director, except the original Directors, or the Director appointed by Declarant in accordance with the above section, may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

C. Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

D. Action Without Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

#### 5. NOMINATION AND ELECTION OF DIRECTORS

A. Nomination: Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the board, and two (2) or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

B. Election: Election to the Board shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### 6. MEETING OF DIRECTORS

A. Regular Meetings: Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

B. Special Meetings: Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Organizational Meetings: The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

D. Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

E. Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting, and shall be deemed equivalent to the giving of notice.

F. Joinder in Minutes: The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

G. Presiding Officer: The presiding officer of the Directors' meetings shall be the Chairman of the board if such an officer has been elected and if none, the President shall preside. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

H. Order of Business: The order of business at Directors' meetings shall be:

Calling of role;

Proof of notice of meeting;

Reading of minutes;

Report of Officers and Committees;

Election of Officers;

Unfinished Business;

New Business;

Adjournment.

#### 7. POWER AND DUTIES OF THE BOARD OF DIRECTORS

A. Powers: The Board shall have the power to: (a) adopt and publish rules and regulations governing the use and improvement of the lots, streets, Common Areas and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; (b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles or the Declaration; (d) declare the office of a member of the Board to be vacant in the event such member shall be absent

from three (3) consecutive meetings of the Board of Directors; provided, however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence of said meeting; (e) employ such employees as they deem necessary and prescribe their duties; and (f) exercise such other powers as given by Florida Statutes and not in conflict therewith.

B. Duties: It shall be the duty of the Board to: (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at an annual meeting of the members; (b) supervise all officers, agents and employees of the Association and determine that their duties are properly performed; (c) as more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

3. Foreclose the lien against any Unit for which assessments are not paid and/or bring an action at law against the owner personally obligated to pay the same; (d) issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; (e) procure and maintain adequate liability and hazard insurance on property owned by the Association; (f) cause of all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; (g) cause the Common Areas to be maintained.

#### B. OFFICERS AND THEIR DUTIES

A. Enumeration of Officers: The officers of this Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create.

B. Election of Officers: The election of Officers shall take place at the first meeting of the Board following each annual meeting of the members.

C. Term: The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign; or shall be removed, or otherwise be disqualified to serve.

D. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

E. Resignation and Remova: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



F. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. Multiple Officers: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Subparagraph (d) of this Section.

H. Compensation: Compensation of all officers and employees of the Association shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

I. Duties: The duties of the officers are as follows:

- President The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- Vice President The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers requiring such seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the members of the Association together with their addresses and perform such other duties as required by the Board.
- Treasurer The Treasurer shall receive and deposit in appropriate Bank Accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

#### 9. COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

#### 10. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

11. ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the Assessment is made. Any assessments which are not paid when due and payable shall be delinquent, and the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees, and costs and attorneys' fees on appeal, incurred in any such actions shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein for any reason.

12. AMENDMENTS

A. These By-Laws may be amended at a regular meeting of the members by a vote of sixty (60%) per cent of the members voting in person or by proxy.

B. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

C. Provided further, however, that so long as the Declarant owns any Units which are being held for sale in the ordinary course of business, and notwithstanding the fact that Class B membership may have ceased to exist, no amendment may:

1. Interfere with the Declarant's efforts to sell those Units owned by it;

2. Remove the Declarant's right to appoint at least one (1) member to the Board of Directors;

3. Assess the Declarant for capital improvements without his prior written consent.

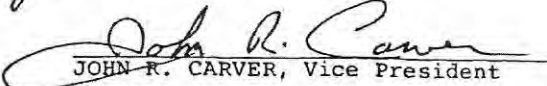
13. PARLIAMENTARY RULES


Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

14. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first year shall begin on the date of incorporation.

Adopted this 10<sup>th</sup> day of August, A. D. 1982.

  
JOHN R. CARVER, Vice President

  
RUSSELL CAMPANELLI, Secretary

CERTIFICATION

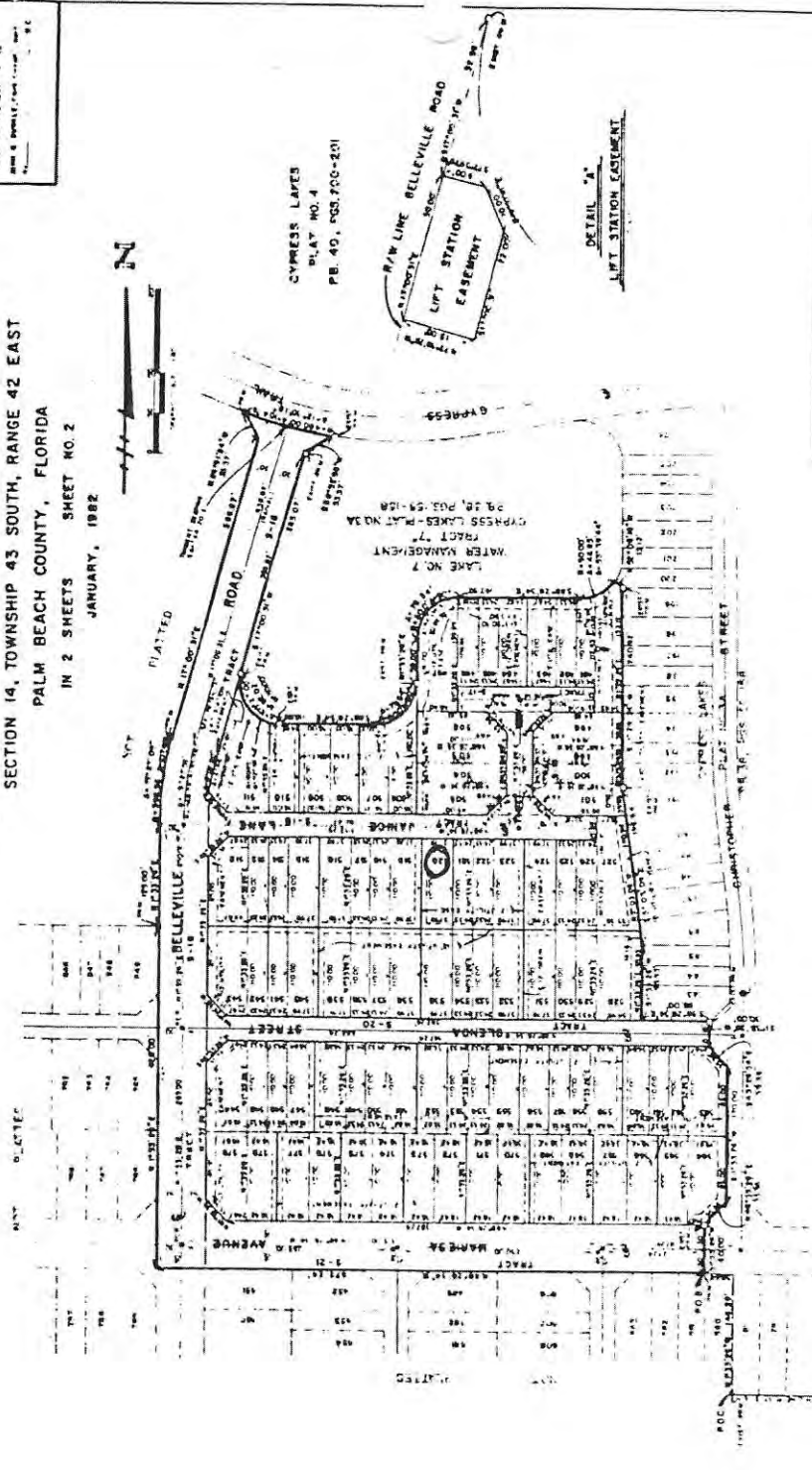
I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC., a Florida corporation not for profit, and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 10<sup>th</sup> day of August, A. D. 1982.

*Russell Campanelli*  
RUSSELL CAMPANELLI, Secretary



A PLANNED UNIT DEVELOPMENT IN CYPRESS LAKES  
**CYPRESS LAKES - PLAT NO. 6-A**  
 SECTION 14, TOWNSHIP 43 SOUTH, RANGE 42 EAST  
 PALM BEACH COUNTY, FLORIDA  
 IN 2 SHEETS SHEET NO. 2  
 JANUARY, 1982

STATE OF FLORIDA  
 COUNTY OF PALM BEACH  
 PLAT NO. 6-A  
 CYPRESS LAKES  
 SECTION 14, TOWNSHIP 43 SOUTH, RANGE 42 EAST  
 PALM BEACH COUNTY, FLORIDA  
 JANUARY, 1982



CYPRESS LAKES  
 PLAT NO. 4  
 PB 40, PGS 700-201



BORNI AND MALAYANI  
 ENGINEERS  
 1111 S. PALM BEACH BLVD.  
 WEST PALM BEACH, FLORIDA 33411  
 CYPRESS LAKES-PLAT NO 6-A  
 IN 2 SHEETS SHEET NO 2

CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC.

INITIAL BUDGET

ASSOCIATION EXPENSE

(Stated on a per unit  
monthly basis)

Lawn Care and Maintenance, and Sprinkler System Maintenance	\$16.00
Liaibility Insurance	.50
Garbage and Trash	5.00
Common Areas Expenses for Taxes, Lawn Sprinklers, Water, Landscaping and Miscellaneous	5.00
Management Fee	1.00
Legal and Accounting	.50
Miscellaneous	<u>2.00</u>
Total Monthly Payment Per Unit	\$32.00
Total Association Expense (\$32.00 x 90)	\$2,880.00

MASTER ASSOCIATION EXPENSE

(Stated on a per unit  
monthly basis)

Master Common Areas (Except Recreation Area	6.00
Recreation Area	<u>10.00</u>
Total Monthly Payment Per Unit	\$48.00
Total Association Expense Including Master Association Expense (\$48.00 x 90)	\$4,320.00

NOTE: Association budget guaranteed for a period of one (1) year from date of transfer of first improved lot to a purchaser (see Declaration).

Recreation Area expense guarantee for a period commencing upon the completion of the recreation area improvements and continuing for a period of three (3) years or upon 700 units in Cypress Lakes P. U. D. having been sold as evidenced by the recording of the deeds to the respective purchasers thereof, whichever shall first occur (see Master Declaration).

WARRANTY DEED

THIS INDENTURE made and entered this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, by CAMPANELLI INDUSTRIES, INC., a Delaware corporation authorized to do business in Florida, hereinafter called Grantor, and

whose Post Office address is

hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, by these presents has granted, bargained and sold to the Grantee, its heirs and assigns forever, all that certain property > situate in Palm Beach County, Florida, to-wit:

Lot \_\_\_\_\_, Block \_\_\_\_\_, of CYPRESS LAKES - PLAT NO. 6-A, according to the Plat thereof recorded in Plat Book \_\_\_\_\_ 44 Page 102 of the Public Records of Palm Beach County, Florida.

This conveyance is further subject to the following:

1. Real estate taxes and assessments for the year 19\_\_\_\_ and subsequent years.
2. Covenants, conditions, restrictions, limitations, agreements and easements of record.
3. Applicable zoning and subdivision ordinances.

GRANTEE, by acceptance of this Deed, assumes and agrees to perform and abide by all of the terms of the Declaration of Covenants, Conditions and Restrictions, to abide by the rules and regulations of CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC., and to pay such assessments, dues and charges as shall be levied by the Board of Directors of said Association, in accordance with the Articles of Incorporation and By-Laws of said corporation and the Declaration of Covenants, Conditions and Restrictions.

GRANTOR does hereby fully warrant title to the aforescribed property and will defend same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its proper officers and its corporate seal affixed the day and year set forth above.

Signed, sealed and delivered in the presence of:

CAMPANELLI INDUSTRIES, INC. (Seal)

By \_\_\_\_\_

STATE OF FLORIDA )  
:SS  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared \_\_\_\_\_ as \_\_\_\_\_ of CAMPANELLI INDUSTRIES, INC., a Delaware corporation authorized to do business in Florida, and that he acknowledged executing the foregoing deed in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

My commission expires:

Notary Public - State of Florida

WARRANTY

1. We hope you will be happy in your new residence at Cypress Lakes. It has been constructed in accordance with accepted building practices. It has been inspected by our trained personnel and by the building department of the area in which it is situated.
2. We will guarantee against defects in workmanship and materials for a period of one (1) year the following items:
  - a. The plumbing system
  - b. The heating and air conditioning system
  - c. The roof against leaks
  - d. The electric wiring system
  - e. The structural integrity of the building
3. We agree that upon receipt of a written request from you within thirty (30) days of the date of this warranty to make an inspection of your residence, and to adjust the following items when needed:
  - a. Doors, including hardware
  - b. Windows
  - c. Electric switches, receptacles and fixtures
  - d. Caulking around exterior openings
  - e. Plumbing fixtures
  - f. Cabinet work
4. The builder shall be liable only to the limit of the manufacturer's warranty for appliances and equipment such as refrigerator, range, dishwasher, garbage disposal, ventilating fan, air conditioner, etc.
5. We do not assume responsibility for:
  - a. Damage due to ordinary wear and tear, or abusive use
  - b. Defects which are the result of characteristics common to the materials used
  - c. Loss or injury caused in any way by the elements
  - d. Conditions resulting from condensation on, or expansion or contraction of materials
  - e. Paint over newly plastered interior walls
  - f. Mildew or cracked roof tiles because of meteorological conditions
6. This warranty is nontransferable. Any obligation under it terminates if the property is resold or shall cease to be occupied by the residence owner to whom it is originally issued.
7. Any request for service must be sent in writing to our office at the address appearing on this warranty.
8. All repairs and adjustments will be confined to the limits set forth in this warranty.
9. This Limited Warranty is the only express warranty given by the undersigned warrantor. Warranties implied under State law including any implied warranty of merchantability or fitness for a particular purpose, shall be limited to the warranty periods set forth above AND ARE HEREBY DISCLAIMED FOR ALL PERIODS THEREAFTER.

THE UNDERSIGNED WARRANTOR DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Warranty Date: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

CAMPANELLI INDUSTRIES, INC.  
3610 Joseph Drive  
West Palm Beach, Florida 33409



# MASTER

## DECLARATION OF COVENANTS, RESTRICTIONS RELATING TO CYPRESS LAKES PLANNED UNIT DEVELOPMENT

MASTER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RELATING TO CYPRESS LAKES PLANNED UNIT DEVELOPMENT

THIS DECLARATION made this 25th day of June, A. D. 1979 by CAMPANELLI, INC., a Massachusetts corporation authorized to do business in the State of Florida (herein referred to as "Declarant.")

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property situate, lying and being in Palm Beach County, Florida, legally described as follows:

Four Parcels of land lying in Section 14, Township 43 South, Range 42 East, County of Palm Beach, State of Florida and each more particularly described as follows:

Parcel No. 1: The Northeast 1/4 of said Section less the East 50 feet and less the South 50 feet of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 and less the North 35 feet of the South 1/2 of the Southeast 1/4 of the Northeast 1/4.

Parcel No. 2: The West 1/2 of the Southeast 1/4 of said Section less the South 1/2 of the Southwest 1/4 of the Southeast 1/4.

Parcel No. 3: The Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section.

Parcel No. 4: The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section less the East 50 feet and less the North 314 feet of the South 495.00 feet of the East 892.00 feet and less the South 181.00 feet thereof; said property also referred to herein as Cypress Lakes;

and

WHEREAS, Declarant deems it desirable for the preservation, protection and enhancement of the values and amenities in Cypress Lakes and in order to insure the lot owners enjoyment of the specific rights, privileges and easements in the Master Common Areas contained therein, to create a legal entity for the purpose of owning, maintaining and administering the master common areas and administering and enforcing these covenants, conditions and restrictions, and collecting and disbursing the assessments hereinafter established,

NOW THEREFORE, Declarant, in order to insure the attractiveness of the individual lots, acreage and master common areas in Cypress Lakes and to prevent any future impairment thereof, to prevent misances, to preserve, protect and enhance the values and amenities of the property and to provide for the maintenance of the master common areas as improved, hereby declares that all of the real property legally described on Sheet 1 hereof shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth herein which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

PREPARED BY  
S LEE COUCH, ESQ.  
2500 E. GARDEN BLVD  
HALLANDALE FLA  
33409

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I. DEFINITIONS. As used in this Master Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development (herein Master Declaration) the following words have the following meanings:

A. MASTER ASSOCIATION shall mean and refer to Cypress Lakes Master Homeowners Association, Inc., a Florida non-profit corporation.

B. BOARD shall mean the Board of Directors of the Master Association.

C. DECLARANT shall mean CAMPANELLI, INC., a Massachusetts corporation, authorized to do business in the State of Florida, its successors and assigns.

D. PROPERTY or PROPERTIES shall mean and refer to that certain real property owned by Declarant legally described on sheet 1 hereof.

E. MASTER PLAN shall mean and refer to Cypress Lakes Master Plan prepared by Team Plan Inc., April, 1977, on file with the Planning, Zoning and Building Department of Palm Beach County as same is from time to time revised or amended.

F. CYPRESS LAKES or CYPRESS LAKES P. U. D. shall mean and refer to Cypress Lakes Planned Unit Development consisting of 243.14 acres more or less located in Palm Beach County, Florida as legally described on Sheet 1 hereof.

G. MASTER COMMON AREAS shall mean and refer to all of the real property including any improvements thereto owned by the Master Association for the common use and enjoyment of the owners of property in Cypress Lakes P. U. D. or property which said owners have a right of easement and enjoyment in and to which may include, but are not limited to private streets, entrance way features including guard house and gates, lakes, canals, recreation area buildings and facilities, street lighting, bicycle paths, drainage systems and facilities, buffer zones, walls and fences, sprinkler systems, landscaping and other such items, all as more specifically described and identified herein.

H. LOT shall mean and refer to any lot identified as such in a recorded plat of any portion of the property located in Cypress Lakes.

I. ACREAGE shall mean and refer to all of the property not contained in a recorded plat.

J. IMPROVED LOT shall mean and refer to a lot upon which there has been constructed a cluster home, patio home or townhouse unit or any other permitted dwelling unit, for which a valid certificate of occupancy has been issued by applicable governmental authorities.

K. DWELLING UNIT shall mean and refer to either a cluster home, patio home or townhouse unit as same are permitted and defined in Section 500.21.K.4. - Single Family Design (b) (c) and (d) respectively of the Palm Beach County zoning code, or any other permitted residential-type unit.

L. INSTITUTIONAL LENDER shall mean and refer to any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any Lot or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

M. COMMON EXPENSES shall mean:

1. Expenses of administration of the Association;
2. Expenses declared common expenses by this Declaration, the Articles of Incorporation and By-Laws;
3. Any valid charge against the property as a whole.

2. MASTER ASSOCIATION. Declarant in order to insure that the Master Common Areas will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the lot owners and to provide for other matters of concern to said owners, has organized a non-profit corporation known as Cypress Lakes Master Homeowners Association, Inc., (herein "Master Association.")

3. MASTER ASSOCIATION MEMBERSHIP.

A. Every person or entity who is the Owner of any Lot or Acreage or who is purchasing one or more Lots or parcels of Acreage under a recorded contract or purchase agreement within Cypress Lakes, shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations, and this Declaration, and each Member shall make timely payment of all Association assessments duly levied hereunder. The foregoing is not intended to include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. It is the intent of the foregoing that as to a Lot or Acreage subject to a recorded contract of sale, that the Vendee shall be the owner for purposes of membership and not the Vendor. Ownership, as defined above, of such Lot or Acreage shall be the sole qualification for membership. When any Lot or Acreage is owned of record by two or more persons or other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots under contract or agreement of purchase, all such persons or entities shall be members. The right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in paragraph B hereinbelow. The Declarant shall also be a member of the Association.

B. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use any Master Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board or the committee thereof, and such action shall thereby be conclusive.

C. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the annual assessments and special assessments levied upon each member's real property as specified in this Declaration, the Articles of Incorporation and By-Laws of the Association.

4. VOTING AND VOTING RIGHTS. The voting rights of the membership shall be appurtenant to the ownership of a Lot or Acreage. When two or more persons hold an interest (other than leasehold or security interest) in any Lot or Acreage, all such persons shall be members. The vote for such Lot or Acreage, shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in said property and in no event shall more than the number of votes hereinafter designated be cast with respect to any Lot or Acreage. There shall be two classes with respect to voting rights:

Class A. Class A members shall be all those members as defined in Section 3 of the Articles of Incorporation with the exception of Declarant, its successors or assigns. Class A members shall be entitled to one (1) vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves, determine but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, its successors or assigns. The Class B members shall be entitled to three (3) votes for each lot owned and twenty (20) votes per acre times the number of acres owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on December 31, 1985.

5. OTHER ASSOCIATIONS - MERGER.

A. The real property which shall be held, transferred, sold, conveyed and used subject to the provisions of this Master Declaration, is legally described on page 1 hereof and is as shown in Exhibit III hereof. From time to time portions of the property will be the subject of one or more recorded subdivision plats. The first two plats proposed to be filed by Declarant shall be known as Cypress Lakes Plat No. 2 and Cypress Lakes Plat No. 3A.

B. In addition to this Master Declaration and any amendments thereto, Declarant intends to file a specific declaration of restrictions and easements for each plat, for the purpose of imposing use restrictions on such areas. Such restrictions will vary as plats are filed, in accordance with the Declarant's plan for the specific area platted, and the location and topography of the area. To the extent that lands so platted are subjected to such specific restrictions, such lands shall be subject to the provisions of both this Master Declaration and the restrictions pertaining to the subdivision, and the Association shall have the duty and power to enforce same.

C. The Master Association shall have the right and power to enforce all covenants and restrictions contained in the Declarations pertaining to the respective plats of properties within Cypress Lakes to the extent same are not enforced by the Association charged with the responsibility therefor. In such event the Master Association shall be the agent and attorney-in-fact for said non-enforcing association and shall insure to the benefit of the rights of said Association needed in connection with such enforcement.

D. The Associations created pursuant to the Declarations filed relating to various plats in the property may merge or be consolidated in the Master Association in which event the Master Association shall, in addition to administering the covenants and restrictions established by this Master Declaration, further administer the covenants and restrictions established by the Declaration on the properties of the Association merged with the Master Association.

No such merger or consolidation however, shall effect any revocation, change or addition to the covenants established by this Master Declaration or any specific Declaration recorded pursuant to the provisions hereof.

6. MASTER COMMON AREAS. The Master Common Areas and improvements to be made thereto and constructed thereon and the uses to which same may be put are as follows:

A. Lakes - All lakes existing or to be excavated in Cypress Lakes shall be Master Common Areas and shall be used for water retention and drainage purposes. The Lakes shall further serve the purpose of open space and enhancement of the aesthetic values of Cypress Lakes, and Cypress Lake as shown on Exhibit III hereof may be used for limited recreational purposes. All lakes, being Master Common Areas, shall be maintained by the Association and shall have approximately 20-foot berms which shall be maintained by the Association. Declarant for and on behalf of itself and the Association, shall reserve the right to an easement through all lots in the property adjacent to said berm for ingress and egress to and from said berms for the purpose of such maintenance. No adjacent lot owner shall construct any improvements on the berm. No power boats shall be used in any lake nor shall any boats of any kind be used in any lake other than Cypress Lake.

B. Streets - Cypress Boulevard and Cypress Trail as shown on Exhibit III hereof shall be Master Common Areas and a portion thereof shall be paved for purposes of vehicular ingress and egress by all of the lot owners in the property, their guests and invitees. All improvements to Cypress Boulevard and Cypress Trail including pavement, swales, bicycle paths, street lighting if any, and gate house shall be Master Common Areas and shall be maintained by the Association.

C. Buffer Zone - The buffer zone as shown on Exhibit III hereof shall be a Master Common Area and shall be used as open space and to further enhance the aesthetic values of Cypress Lakes. The buffer zone may be improved with landscaping, sprinkler systems, bicycle paths and other such similar uses. The Association may construct privacy and security walls and/or fences on same. The buffer zone, being a part of the Master Common Areas shall be maintained by the Association.

D. Recreation Area - The recreation area shown on Exhibit III hereof and as same shall be improved by the improvements shown on Exhibit IV hereof, shall be a Master Common Area, shall be operated, managed and maintained by the Association, and shall be used for recreational purposes by the Lot owners, their guests and invitees.

The initial Master Association budget shall contain an item of \$10.00 per lot per month for the operation, maintenance and repair of the recreation area as approved. Said sum shall not be assessed until the first of the month following the completion of the recreation center as evidenced by the issuance of a Certificate of Occupancy for the use thereof.

Declarant reserves the right, in its sole discretion to construct the recreational improvements as shown on Exhibit III in stages commencing with the pool and the building containing the saunas and dressing rooms as Stage 1,

then the building containing the hobby room, card room, sitting area, billiard room and game room as Stage 2, and the meeting room as Stage 3. In the event the facilities are constructed in stages, only one-third of the total monthly charge shall be payable in connection with the completion of each respective stage. If staged, at least one tennis court shall be constructed with each phase.

The maximum number of lots which shall become subject to this Master Declaration shall be 1,200. Declarant hereby guarantees that the initial sum or sums assessed for the maintenance, operation and management of the recreation area shall be and the same are hereby guaranteed by Declarant for a period of three (3) years from the date of the first assessment or until 700 lots are subject to assessment whichever shall first occur. Thereafter, each lot shall be assessed their pro rata share of the required sums budgeted for the continued ownership, operation, maintenance and management of the recreation center.

Declarant agrees that it will commence Stage 1 upon the sale by Declarant of 200 lots in the property as evidenced by recordation of the respective deeds to the purchasers thereof; Stage 2 upon the sale of not less than 400 lots, and Stage 3 upon the sale of not less than 600 lots. Declarant shall, once commenced, diligently pursue the completion of said improvements and shall complete same in a good and workmanlike manner and in accordance with requirements of the governmental agencies having jurisdiction thereof and in accordance with such plans and specifications as shall be approved by Declarant in its sole and only discretion. Notwithstanding the foregoing, Declarant may commence all of the improvements at one time or earlier than as scheduled above.

E. Miscellaneous Improvements - Declarant plans to further improve Cypress Boulevard and Cypress Trail by the construction thereon of certain bicycle paths and guard house as shown on Exhibit III hereof and may further improve same with and construct therein such street lighting facilities, drainage facilities, sprinkler systems including pumps and wells and such landscaping as may be deemed to be desirable by Declarant or Association, all of which shall be maintained by the Association.

F. Additional Master Common Areas - Declarant hereby reserves the right to set aside additional properties within Cypress Lakes for use by the lot owners and upon Declarant having set same aside, said property shall become part of the Master Common Areas and shall be maintained by the Association.

## 7. OWNER'S EASEMENT OF ENJOYMENT.

A. Subject to the provisions hereof, every member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Master Common Areas, including the right to drain surface waters into the lakes, and such easements shall be appurtenant to and shall pass with the title to every lot situated within Cypress Lakes.

B. The Declarant may retain the legal title to the Master Common Areas until such time as it has completed such improvements thereon as are contemplated herein or until such time as Declarant has subdivided and sold all lots, whichever event is later, and same shall be accepted by the Association. Notwithstanding the foregoing, Declarant may convey said Master Common Areas to the association at any time earlier than provided above at the sole discretion of Declarant. The title to said Master Common Areas shall be free and clear of liens and encumbrances but shall be subject to this Master Declaration and all other Declarations filed by Declarant relating to Cypress Lakes, together with easements, limitations, reservations and restrictions, and applicable zoning and taxes due for the year said areas are conveyed and subsequent years.

C. The rights and easements of enjoyment created hereby shall be subject to the following:

(i) The right of the Master Association to limit the use of Master Common Areas to owners, their families, guests and invitees.

(ii) The right of the Master Association to suspend the voting and easement of enjoyment of an owner for any period during which any assessment against his lot remains unpaid, or for any infraction of the Master Association's published rules and regulations.

(iii) The right of the Master Association to dedicate or transfer all or any part of the Master Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedications or transfer shall be effective unless the members entitled to at least two-thirds (2/3rds) of the total votes appurtenant to all Class A property and all Class B property, respectively, agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Master Association or Declarant from granting easements for the installation and maintenance of electrical, telephone, cable-vision, water and sewerage, utilities and drainage facilities upon, over, under and across the Master Common Areas without the assent of the membership, and Declarant hereby specifically reserves the right to grant such easements.

(iv) The Declarant shall have the right to impose covenants and restrictions upon, and grant and reserve easements with respect to any and all Master Common Areas, in addition to those set forth in this Declaration, at or prior to the time of conveyance of such Master Common Areas to the Master Association, so long as all such covenants, restrictions, and easements or any combination, are not inconsistent with the Master Plan. The Master Association shall take title to all Master Common Areas subject to all such covenants, restrictions and easements, whereupon all of the same shall be incorporated by reference, and made a part of this Master Declaration. Prior to such conveyance, neither the Master Association nor any member other than the Declarant, will have any right, title or interest, legal or equitable, in and to any Master Common Areas. Without limitation, neither the association nor any member will be entitled to use any such Master Common Areas or in any manner interfere with any use, whether temporary, recurring or permanent, made or authorized by the Declarant or by any person or entity to whom Declarant may grant an easement with respect thereto.

D. Every member of the association shall have the right to extend the rights and easements of enjoyment vested in him under this paragraph to the members of his family residing with him, his guests or invitees.

#### 8. ASSESSMENTS.

A. Assessments for the payment of all common expenses shall be made for the calendar year annually in advance, on December 1, preceding the year for which the assessments are made by the Directors. All common expenses shall be apportioned and assessed equally to the Improved Lots.

Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots shall



be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot Owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Master Association and the Board of Directors may apportion the increase and the annual assessment over the remaining monthly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.

The Declarant for each Improved Lot owned by it and each owner of any Improved Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the master common area and for other common expenses provided for herein and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the master common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made.

Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the due date at the rate of ten (10) percent per annum, and the Declarant, its successors or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lienholder without waiving the liens securing the same. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such a lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

B. Additional Assessments. - The Association may upon the recommendation of the Board and 75% vote or written approval of the members, assess the members for such additional purposes as are set forth in the Master Association's Articles of Incorporation.

C. Levy of Assessment - The owner of each Improved Lot is hereby made liable to the Association for its assessed share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Master Common Areas and for other common expenses provided for herein. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Master Common Areas and for other common expenses.

D. Initial Assessments - The initial assessment made by the Directors for the calendar year 1979 against each improved lot is in the sum of \$192 payable \$16 per month monthly in advance. Ten (\$10.00) dollars of the monthly payment is attributed to the operation cost and expense of the recreation area as Improved, which shall only become payable at the time or times provided for in paragraph 6D hereof.

E. Exemption from Assessments - The assessments, charges and liens created herein shall not apply to the Master Common Areas, to any portion of the property designated as Common Areas in any Declaration filed as contemplated herein in connection with the platting of the property, the recreational areas, any portion of the property designated for commercial development or governmental services or acreage, it being the intent that only improved lots shall be assessed.

F. Method of Assessment - Exceptions - Notwithstanding the method providing herein for the assessing of improved lots, it is understood, covenanted and agreed that the Master Association may assess certain costs and expenses incurred in connection with the cost of the acquisition, installation, operation, maintenance and repair of certain improvements where such improvements are installed and utilized by the Lot Owners in one or more platted subdivisions in the property to the exclusion of other such platted subdivisions. In such event the Master Association may assess only the benefited subdivisions and such assessments shall be prorated to the benefited platted subdivisions in proportion to the number of lots in each plat so benefited. For example, should the Master Association install, maintain and operate a sprinkler system, including pump and well, for the benefit of one or more such subdivisions to the exclusion of others, the costs thereof will be proportionately assessed only to the lot benefited. The foregoing would in addition be applicable to drainage structures and facilities maintained by the Master Association serving only the lots in one or more platted subdivisions to the exclusion of others.

G. Covenants in Favor of Institutional Lenders. - The lien of any type assessment provided for in this Master Declaration shall be superior to all other liens, except tax liens and institutional first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefore; however, the sale or transfer of such Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish such assessments as to payments which became due and payable prior to the date of such sale or transfer. Such sale or transfer shall not relieve such Lot from such liability or any assessment thereafter become due, nor from the lien from any subsequent assessment.

This Instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Suite 200  
Boca Raton, FL 33487  
(561) 994-4499

CFN 20160178143  
OR BK 28310 PG 1000  
RECORDED 05/19/2016 12:35:59  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1000 - 1008; (9pgs)


**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING  
TO CYPRESS LAKES PLANNED UNIT DEVELOPMENT, THE ARTICLES OF INCORPORATION  
OF CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC. AND THE BYLAWS OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.**

I **HEREBY CERTIFY** that the amendments attached as Exhibit "A" to this Certificate were duly adopted as an amendments to the Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development, the Articles of Incorporation of Cypress Lakes Master Homeowners Association, Inc. and the Bylaws of Cypress Lakes Master Homeowners Association, Inc. The Declaration of Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development is recorded in Official Records Book 3095, at Page 511, of the Public Records of Palm Beach County, Florida. The Articles of Incorporation of Cypress Lakes Master Homeowners Association, Inc. are recorded in Official Records Book 3095, at Page 524 in the Public Records of Palm Beach County, Florida. The Bylaws of Cypress Lakes Master Homeowners Association, Inc. are recorded in Official Records Book 3095, at Page 531 in the Public Records of Palm Beach County, Florida.


DATED this 28<sup>th</sup> day of April, 2016.

WITNESSES

**CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.**

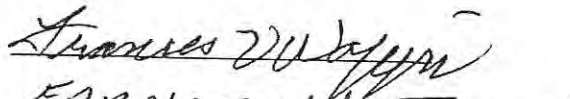
  
Signature

Michael Mevot  
Print Name

By:   
Merrill Gottlieb, President

  
Signature

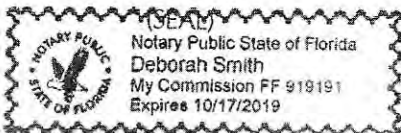
Vanessa Rodriguez-la Rosa  
Print Name

By:   
FRANCES W. WOJAN Secretary

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2016, by Merrill Gottlieb, as President, and Frances W. Wojan, as Secretary, of Cypress Lakes Master Homeowners Association, Inc., who are Personally Known  or Produced Identification .

Type of Identification Produced: personally known  
  
NOTARY PUBLIC, State of Florida at Large



PROPOSED AMENDMENTS TO THE MASTER  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
RELATING TO CYPRESS LAKES PLANNED UNIT DEVELOPMENT

(Additions shown by "underlining",  
deletions shown by "strikeout")

\* \* \*

1. DEFINITIONS. As used in this Master Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development (herein Master Declaration) the following words have the following meanings:

O. HOMEOWNERS ASSOCIATION ACT or ACT shall mean and refer to Chapter 720, Florida Statutes, as the same exists on this date and as the same may be renumbered or otherwise amended from time to time and the operation of the MASTER ASSOCIATION and CYPRESS LAKES shall be in accordance with said ACT.

\* \* \*

8. ASSESSMENTS.

~~A. Assessments for the payment of all common expenses shall be made for the calendar year annually in advance, on December 1, preceding the year for which the assessments are made By the Directors. All common expenses shall be apportioned and assessed equally to the improved lots.~~

~~Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only improved Lots shall be liable for the payment of assessments herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot Owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Master Association and the Board of Directors may apportion the increase and the annual assessment over the remaining monthly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.~~

~~\_\_\_\_\_ The Declarant for each Improved Lot owned by it and each owner of any Improved Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the master common area and for other common expenses provided for herein and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the master common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made.~~

~~\_\_\_\_\_ Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the due date at the rate of ten (10) percent per annum, and the Declarant, its successors or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lienholder without waiving the liens securing the same. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefore; however, the sale or transfer of such a lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.~~

~~\_\_\_\_\_ B. Additional Assessments \_\_\_\_\_ The Association may upon the recommendation of the Board and 75% vote or written approval of the members,~~

~~assess the members for such additional purposes as are set forth in the Master Association's Articles of Incorporation.~~

~~C. Levy of Assessment—The owners of each Improved Lot is hereby made liable to the Association for its assessed share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Master Common Areas and for other common expenses provided for herein. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Master Common Areas and for other common expenses.~~

~~D. Initial Assessments—The initial assessment made by the Directors for the calendar year 1979 against each improved lot is in the sum of \$192 payable \$16 per month monthly in advance. Ten (\$10.00) dollars of the monthly payment is attributable to the operation cost and expense of the recreation are as improved, which shall only become payable at the time or times provided for in paragraph 6D hereof.~~

~~E. Exemption from Assessments—The assessments, charges and liens created herein shall not apply to the Master Common Areas, to any portion of the property designated as Common Areas in any Declaration filed as contemplated herein in connection with the platting of the property, the recreational areas, any portion of the property designated for commercial development or governmental services or acreage, it being the intent that only improved lots shall be assessed.~~

B. Liability for Assessments. An Owner of a Lot, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Owner of a Lot. Except as provided in paragraph E in this Section 8, the Owner of a Lot shall also be jointly and severally liable with the previous Owner of a Lot for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner of a Lot may have to recover from the previous Owner of a Lot the amounts paid by the Owner of a Lot. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Lot and proceed in the same manner as provided herein and in the Homeowner's Association Act, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Association property or by the abandonment of the Lot for which the assessments are made or otherwise.

C. Default in Payment of Assessments. Assessments authorized by this Declaration and installments thereof not paid within fifteen (15) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the HOMEOWNER'S ASSOCIATION ACT on assessments and installments thereof not paid when due. All

partial payments upon account shall be applied in the manner prescribed in the HOMEOWNER'S ASSOCIATION ACT. The Association has a lien on each Lot to secure the payment of Assessments. The effective date and relative priority of the lien provided for hereunder shall be as set forth in the HOMEOWNER'S ASSOCIATION ACT. All claims of lien must state the description of the Lot, the name of the record Owner of a Lot, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section H below.

D. Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Lot which shall have the same priority as the Association's lien for unpaid assessments against the Lot. Except to the extent limited by the HOMEOWNER'S ASSOCIATION ACT, the lien on any rentals derived from the Lot shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the Owner of a Lot is delinquent in the payment of any Assessment or other charge due and payable to the Association by the Owner of a Lot under this Declaration.

E. First Mortgagee. A First Mortgagee acquiring title to a Lot as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of common expenses or assessments or other charges imposed by the Association pertaining to such Lot which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability may be limited to the maximum amount set forth in the HOMEOWNER'S ASSOCIATION ACT. If any unpaid share of common expenses or assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of common expenses or assessments are common expenses

collectible from all of the Owners of Lots, including such acquirer, and such acquirer's successors and assigns.

F. Certificate of Unpaid Assessments. Within fifteen (15) days after request by an Owner of a Lot or mortgagee of a Lot, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Owner of a Lot with respect to his Lot have been paid. Any person other than the Owner of the Lot who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

G. Installments. Regular Assessments may be collected no more frequently than monthly nor less frequently than quarterly, in advance, at the option of the Board of Directors. Special Assessments shall be payable on such terms as may be established by the Board.

H. Acceleration of Assessment Installments Upon Default. If an Owner of a Lot shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment applicable for the balance of the current fiscal year upon notice to the Owner of the Lot, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.

F.I. Method of Assessment - Exceptions - Notwithstanding the method providing herein for the assessing of improved lots, it is understood, covenanted and agreed that the Master Association may assess certain costs and expenses incurred in connection with the cost of the acquisition, installation, operation, maintenance and repair of certain improvements where such improvements are installed and utilized by the Lot Owners in one or more platted subdivision in the property to the exclusion of other such platted subdivisions. In such event the Master Association may assess only the benefited subdivisions and such assessments shall be prorated to the benefited platted subdivisions in proportion to the number of lots in each plat so benefited. For example, should the Master Association install, maintain and operate a sprinkler system, including pump and well, for the benefit of one or more such subdivisions to the exclusion of others, the costs thereof will be proportionately assessed only to the lot benefited. The foregoing would in addition be applicable to drainage structures and facilities maintained by the Master Association serving only the lots in one or more platted subdivisions to the exclusion of others.

~~G. Covenants in Favor of Institutional Lenders - The lien of any type assessment provided for in this Master Declaration shall be superior to all other liens, except tax liens and institutional first mortgage lines which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefore; however, the sale or transfer of such Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish such assessment as to payments which became due and payable prior to the date of such sale or transfer. Such sale or~~



~~transfer shall not relieve such Lot from such liability or any assessment thereafter become due, nor from the lien from any subsequent assessment.~~

\* \* \*

PROPOSED AMENDMENTS TO THE  
ARTICLES OF INCORPORATION OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and a homeowner's association under Chapter 720, Florida Statutes, as both of the aforesaid Chapters have been amended to date and as they may be renumbered or otherwise amended from time to time, and certify as follows:

\* \* \*

PROPOSED AMENDMENTS TO THE BY-LAWS OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

\* \* \*

ARTICLE II

Definitions

\* \* \*

Section 7. "HOMEOWNERS ASSOCIATION ACT" or "ACT" shall mean and refer to Chapter 720, Florida Statutes, as the same exists on this date and as the same may be renumbered or otherwise amended from time to time and the operation of the MASTER ASSOCIATION and CYPRESS LAKES shall be in accordance with said ACT.

\* \* \*

CERTIFICATE OF AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS RELATING TO THE  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions Relating to the Cypress Lakes Planned Unit Development, together with its Exhibits, was recorded on July 11, 1979 in Official Record Book 3095, Page 0511, Public Records of Palm Beach County, Florida;

WHEREAS, Section 11 of the Master Declaration provides for amendment to said Master Declaration by a approval of not less than two-thirds (2/3) of the voting interests of the entire membership of the Cypress Lakes Master Homeowners Association, Inc. ("ASSOCIATION");

WHEREAS, a meeting of the Members of the ASSOCIATION was held on November 7, 1990, which was duly noticed and at which there was a quorum, and at which at least two-thirds (2/3) of the voting interests of the entire membership of the ASSOCIATION, did vote to amend the Master Declaration in the various particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, the Amendments and this Certificate shall be filed and recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Master Declaration be and is hereby amended in the particulars as stated in Exhibit "1" attached hereto; these Amendments shall run with the real property known as THE CYPRESS LAKES PLANNED UNIT DEVELOPMENT and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof; and except as otherwise amended hereby, the Master Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the above-referenced Master Declaration; and the required percentage of Owners votes at a meeting with quorum present, did approve same.

DATED this 19 day of November, 1990.

WITNESSES:

CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.

*Jay G. Miller*

by: *Seymour Manheimer*  
PRESIDENT, SEYMOUR MANHEIMER

PREPARED BY  
JAY STEVEN LEVINE, ESQUIRE  
LEVINE AND FRANK, P.A.  
3300 PGA Boulevard, Suite 800  
Palm Beach Gardens, FL 33410  
(407)626-4700

Eddie Lifshin

attest: *Herman Unger*  
SECRETARY: HERMAN UNGER

STATE OF FLORIDA )  
                          )##  
COUNTY OF PALM BEACH )

HEREBY CERTIFY that on this 19 day of November, 1990, before me personally appears: SEYMOUR MANHEIMER, President and HERMAN UNGER, Secretary of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at West Palm Beach, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

*Kimberly K. O'Neil*  
NOTARY PUBLIC, State of Florida  
My Commission Expires:

CYPRESS\cert

Notary Public, State of Florida  
My Commission Expires Dec 18, 1988  
Bonded thru Tary Palm - Insurance

9. RULES AND REGULATIONS - The Master Association through its directors shall have the right to promulgate such rules and/or regulations in connection with the use of the Master Common Areas including but not limited to the private streets, recreational area, lakes and buffer zones provided that said rules and regulations are reasonable and equally applicable to all lot owners, their guests and invitees, and are based upon the overall concepts established herein for Cypress Lakes and are in accordance with the provisions set forth herein. Such rules and regulations, when promulgated, shall be mailed to the lot owners and the lot owners shall have, by the acceptance of their respective deeds, agree to comply and abide with same.

10. ADDITIONAL EASEMENTS -

In addition to all other easements granted or reserved herein or which shall be reserved and shown on future recorded subdivision plats or portions of the property and contained in the Declarations relating to such plats, Declarant, by these presents does hereby subject each lot and the Master Common Areas and other common areas included in future recorded subdivision plats, to easements for public purposes (including but not limited to fire and police protection, garbage and trash removal, water and sewage system, electrical and gas service) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any lot or portion of the Master Common Areas or subdivision common areas in furtherance of such easement.

The property is further subject to a drainage easement in favor of North Palm Beach County Water Control District as described in Drainage Easement dated December 6, 1977 and recorded in Official Book 2802 at page 958 of the Public Records of Palm Beach County, Florida and as is shown on Exhibit III hereof. Additionally, Declarant has given a written drainage easement to the County of Palm Beach over, upon, under, through and across that certain portion of the property shown in Exhibit III known as Cypress Lake.

11. AMENDMENTS - This Master Declaration may be amended from time to time by the affirmative vote of members entitled to cast 2/3rds of the total vote of the entire membership of the Master Association. Amendments may be proposed either by the Board of Directors or by members of the Master Association entitled to vote 5% of the total vote of the Master Association. Notice of any proposed amendment shall be included in the notice of the members meeting at which the proposed amendment is to be considered.

12. EXISTENCE AND DURATION. - The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Master Declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each until an instrument signed by the then owners of two-thirds of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part.

13. ENFORCEMENT - The Declarant, the Master Association or any lot owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions or to recover damages against the land to enforce any lien created by these covenants; and failure by the Association, the Declarant, or any lot owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or enforce any lien created by these covenants and restrictions the prevailing party in said litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any Appellate proceeding.

14. PLAT VACATION - Subdivision plats of portions of the property as from time to time recorded as contemplated herein, may not be vacated in whole or in part unless the entire plat is vacated.

15. UNIT RECONSTRUCTION - In the event a unit constructed by Declarant on an improved lot in any subdivision plat of the property is destroyed or removed by or for any cause, if replaced, shall be replaced with a unit of at least similar size and type, however, not exceeding the dimensions of the destroyed or removed unit.

16. USE RESTRICTIONS - In addition to all other covenants contained herein, the use of the property and each lot thereon is subject to the following:

A. No lot shall be used except for residential purposes except that temporary use for model homes, parking lots and/or sales offices shall be permitted until Declarant has sold all of the lots or until Declarant voluntarily discontinues the use, whichever is earlier.

B. Adult Community - Age Limitation on Permanent Residents.  
In recognition of the fact that Cypress Lakes is being platted and designed primarily for the comfort, convenience and accommodation of retired persons, the use of all lots in Cypress Lakes shall be and are hereby limited for use by permanent residents sixteen (16) years of age or older. Permanent residents shall mean and refer to all persons who occupy dwelling units for more than six (6) weeks in any calendar year. The Associations relating to the various subdivision plats in the property shall have the right to promulgate from time to time reasonable rules governing visitation and temporary residence of persons under the age of 18 in their respective subdivision. All lot owners by the acceptance of the deed to their respective lots in Cypress Lakes will have agreed that the foregoing provision is reasonable and necessary in order to promote the health, happiness and peace of mind of the majority of the lot owners in that such lot owners consist principally of middle age to elderly persons whose children, if any, are generally older than age sixteen (16) and who have no further desire to beget and bear children.

C. Pets - No animals, livestock or poultry shall be raised, bred or kept on any lot or in any dwelling unit. The keeping and owning of dogs, cats and other such household pets by lot owners shall be governed by the provisions of such future Declarations as are recorded in connection with subdivision plats relating thereto, provided however, that no such pets shall be permitted in the recreational area. The Master Association shall have the right to make such rules and regulations as to the other Master Common Areas relating to pets as it, in its sole discretion may elect.

D. Antennas - No exterior radio, television, or any other electronic antenna or aerial may be erected or maintained anywhere in Cypress Lakes except for such master antenna or antennas as may be approved by Declarant in its sole discretion.

17. INVALIDITY CLAUSE - Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

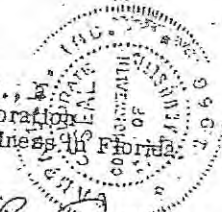
IN WITNESS WHEREOF, the Declarant herein has hereinto set his hand and seal the day and year first above written.

Witnesses:

Rita Terris  
Frank Cione

CAMPANELLI, INC.,  
Massachusetts corporation  
authorized to do business in Florida.

By: John R. Carver  
Vice President



THE UNDERSIGNED hereby joins in this Master Declaration for the purposes therein stated.

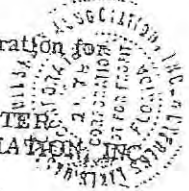
Witnesses:

John R. Carver  
Rita Terris  
John R. Carver  
Rita Terris

CYPRESS LAKES MASTER  
HOMEOWNERS ASSOCIATION, INC.

By: Russell Campanelli  
President

Attest: Frank Cione  
Secretary



STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

I HEREBY CERTIFY that on this 20th day of June, A. D. 1979 before me personally appeared John R. Carver as Vice President of CAMPANELLI, INC., a Massachusetts corporation authorized to do business in Florida, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Denia, in the County of Broward and State of Florida, the day and year last aforesaid.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AS LAUGH  
BY COMMISSION EXPIRES FEB. 17 1981  
POWER FOR GENERAL USE. COMM. #1155

Alexander R. ...  
Notary Public - State of  
Florida





STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss

I HEREBY CERTIFY that on this 29th day of June  
A. D. 1979, before me personally appeared Russell Campanelli  
and Frank Ciclons as President and Secretary respectively of  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a non-profit  
corporation under the laws of the State of Florida, to me well known to be  
the persons who signed the foregoing instrument as such officers and acknowledged  
the execution thereof to be their free act and deed as such officers for the uses  
and purposes therein mentioned and that the said instrument is the act and deed  
of said corporation.

WITNESS my hand and official seal at Hallandale, the County of  
Broward and State of Florida, the day and year last aforesaid.

*Alexander R. ...*  
Notary Public - State of  
Florida



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
BY COMMISSION EXPIRES AUG. 17 1982  
~~NOTARY PUBLIC STATE OF FLORIDA~~

S. LEE  
CROUCH & CO.  
FEDERUSE 1  
2500 East  
P. O. B.  
Baldwin

AMENDMENT TO

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
RELATING TO CYPRESS LAKES PLANNED UNIT DEVELOPMENT

01 099582

REC JUN -5 AM 9 49

WE, the undersigned, the duly elected President and Secretary of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the following resolution of amendment to the Master Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development (herein Declaration), recorded in Official Records Book 3095 at page 511 of the Public Records of Palm Beach County, Florida, was duly proposed and adopted by the Board of Directors at a meeting held on the 3rd day of December, A. D. 1980 and that said amendment was approved by the affirmative vote of members entitled to cast 2/3rds of the total vote of the entire membership of the Master Association.

RESOLUTION

WHEREAS, Campanelli Inc., a Massachusetts corporation, as Declarant, made and executed that certain Master Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development, above described; and

1160

WHEREAS, Campanelli inc., a Massachusetts corporation subsequently merged with and into Campanelli Industries, Inc., a Delaware corporation; and

WHEREAS, Declarant desires to clarify the meaning of "any other permitted dwelling unit" as said language is used in subparagraphs J and K, paragraph 1, page 2 of the Declaration to specifically include condominium units; and

WHEREAS, Declarant further desires to clarify the last two sentences in subparagraph B(iv), paragraph 7, to secure to each member of the Association the non-exclusive right and easement of enjoyment referred to in subparagraph A, paragraph 7, page 6; and

B3535 P0929

This instrument was prepared by:  
S. LEE  
CROUCH & CO.  
FEDERUSE 1  
2500 East  
P. O. B.  
Baldwin

JRB 6829 Pg 527

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared FRANCIS J. VITOVE and MARY BRANCACCIO well known to me to be the President and Secretary, respectively, of CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC., a Florida not for profit corporation, and that they severally acknowledged executing the above Agreement to Transfer Maintenance Responsibilities freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of May, 1991.

Notary Public  
State of Florida at Large  
My Commission Expires  
October 27, 1992

Allen D. Hanson  
Notary Public, State of Florida  
My Commission Expires:



Witnesses:

[Signature]  
[Signature]

CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.

By: Mario Lombardo  
President

Attest: Frances C. [Signature]  
Secretary

(CORPORATE SEAL)

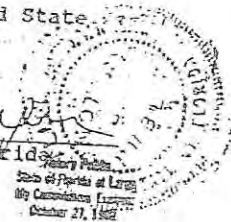


STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared MARIO LOMBARDO and THOMAS REDFERN well known to me to be the President and Secretary, respectively, of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, and that they severally acknowledged executing the above Agreement to Transfer Maintenance Responsibilities freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of May, 1991.

Allen D. Hanson  
Notary Public, State of Florida  
My Commission Expires:



JRB 6829 Pg 528

RESOLUTION

On the filed plat plan for Plat 6A of Cypress Lakes, the perpetual maintenance of Belleville Road - a street 60 feet in width - as shown on said plan is assigned to Plat 6A.

At the time the plat plan was filed Plat 6A owners were the primary users of the road. Since that time, the plans of Plats 4A and 9 have been filed, both showing access to Belleville Road.

From Cypress Trail south to the south property line of Plat 7A (also being the north property line of Plat 9) for a distance of about 663 feet, the entire west side of Belleville Road is master property - being part of holes 5 and 6 of the golf course. From Cypress Trail south, on the east side of Belleville Road, the first 310 feet is master [association]'s property-being Lake #7 as shown on the plan of Plat 3A.

Therefore, since Belleville Road is a main artery and since the master association owns the major part of the road frontage from Cypress Trail, south to the south end of the golf course (being the south line of Plat 7A),

Be it resolved by the board of directors of the master homeowners association, that the president and secretary are authorized to enter into an agreement with the Board of Plat 6A to have the master association assume the perpetual maintenance of Belleville Road from Cypress Trail south to the southern boundary of Plat 7A (also being the south line of the golf course) a distance of approximately 663 feet-provided however that the maintenance of the grass area (including the sprinkler system) on the east side of the paved road adjacent to the two corner properties at Belleville Road and Janice Lane shall remain the maintenance responsibility of Plat 6A.

And be it further resolved, that in consideration of the above, the treasurer is authorized to accept a \$4000.-- donation from Plat 6A - to be place in the road reserve account of the master association.

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN D. HILL  
CLERK OF DISTRICT COURT

DEC-01-1989 04:15PM 89-345012

CERTIFICATE OF AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS RELATING TO THE  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT

ORB 6277 Pg 1905

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions Relating to the Cypress Lakes Planned Unit Development, together with its Exhibits, was recorded on July 11, 1979 in Official Record Book 3085, Page 0511, Public Records of Palm Beach County, Florida;

WHEREAS, Section 11 of the Master Declaration provides for amendment to said Master Declaration by an approval of not less than two-thirds (2/3) of the voting interests of the entire membership of the Cypress Lakes Master Homeowners Association, Inc. ("ASSOCIATION");

WHEREAS, a meeting of the Members of the ASSOCIATION was held on November 2, 1989, which was duly noticed and at which there was a quorum, and at which at least two-thirds (2/3) of the voting interests of the entire membership of the ASSOCIATION, did vote to amend the Master Declaration in the various particulars as set forth in Exhibit "A" attached to this Certificate;

WHEREAS, the Amendments and this Certificate shall be filed and recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Master Declaration be and is hereby amended in the particulars as stated in Exhibit "A" attached hereto; these Amendments shall run with the real property known as THE CYPRESS LAKES PLANNED UNIT DEVELOPMENT and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Master Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the above-referenced Master Declaration; and the required percentage of Owners votes at a meeting with quorum present, did approve same.

DATED this 4 day of November, 1989.

WITNESSES:

CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.

Eddie Hyslop  
[Signature]

by: [Signature]  
PRESIDENT: SEYMOUR HANSEN

attest: [Signature]  
SECRETARY: HERMAN UNDER

STATE OF FLORIDA )  
  )ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 21 day of November, 1989, before me personally appeared Seymour Hansen President and [Signature] Secretary of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Boca Raton, Palm Beach County of Palm Beach, State of Florida, the day and year last aforesaid.

[Signature]  
NOTARY PUBLIC, State of Florida at Boca Raton  
My Commission Expires: 11/21/92

CYPR412

THIS INSTRUMENT PREPARED BY:

LEVINE AND FRANK, P.A.  
3300 PGA Boulevard, Suite 800

ORB 6277 Pg 1906

EXHIBIT "1"

AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO THE CYPRESS LAKES PLANNED UNIT DEVELOPMENT

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (—) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. A new Section 1.M(4) shall be added to the Declaration, which shall provide as follows:

"M. COMMON EXPENSES or common expenses shall mean:

4. Those expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.

2. A new 1.N shall be added to the Declaration, which shall provide as follows:

"N. Definitions as used in the Declaration, Articles of Incorporation and By-Laws shall include the following:

1. "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L.100-430, approved September 13, 1988; 102 STAT.1619).

2. "ADMINISTRATIVE RULES" shall mean and refer to the administrative rules promulgated by the Secretary of the Housing and Urban Development Interpreting and Implementing the ACT.

3. "COMMUNITY" shall mean and refer to all of the CYPRESS LAKES P.U.D., as legally described on Sheet 1 attached to this Declaration, and shall include all real property owned by or dedicated to the Master Association.

4. "EXEMPTION THREE" shall mean and refer to the exemption for housing for older persons (66 or over housing) provided for in Section 807(b)(2)(C) of the ACT.

5. "Guest" shall mean and refer to any person who is visiting a unit without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with such occupancy. A permanent occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns.

6. "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.

THIS INSTRUMENT PREPARED BY:  
LEVINE AND FRANK, P.A.  
3300 PGA Boulevard, Suite 800  
Palm Beach Gardens, FL 33410  
Telephone: (407) 826-4700

ORB - 6277 Pg 1907

- 7. "PLAT ASSOCIATIONS" shall mean and refer to the Associations which have been or may hereafter be created to administer the individual subdivision plats now or hereafter recorded within Cypress Lakes P.U.D.
- 8. "Unit" shall mean and refer to Dwelling Unit as defined in Section 1.K of this Declaration."

3. Section 5.C of the Declaration shall be amended to provide as follows:

"C. The Master Association shall have the right and power, but not the duty, to enforce all covenants and restrictions contained in the Declarations pertaining to the respective plats of properties within Cypress Lakes to the extent same are not enforced by the Association charged with the responsibility therefor. In such event the Master Association shall be the agent and attorney-in-fact for said non-enforcing association and shall inure to the benefit of the rights of said Association needed in connection with such enforcement."

4. Sections 11 and 12 of the Declaration shall be amended to provide as follows:

"11. AMENDMENTS - This Master Declaration may be amended from time to time by the affirmative vote of members entitled to cast 2/3rds of the total vote of the entire membership of the Master Association. Amendments may be proposed either by the Board of Directors or by members of the Master Association entitled to vote 5% of the total vote of the Master Association. Notice of any proposed amendment shall be included in the notice of the members meeting at which the proposed amendment is to be considered.

A. Special Provision Concerning the ACT and ADMINISTRATIVE RULES. Notwithstanding any other provision in this Master Declaration to the contrary, the following shall apply: Upon the vote of a majority of the full Board of Directors and the vote of a majority of the voting interests of the entire membership of the Master Association, any one or more of the following amendments to the Declaration may be approved and become effective:

- (1) Any amendment which is necessary to enable the COMMUNITY to attain or retain EXEMPTION THREE of the ACT.
- (2) Any amendment which is necessary to refine those amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (3) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (4) Any amendment which is made which otherwise relates to the ACT and/or ADMINISTRATIVE RULES.
- (5) Any amendment which may be required due to regulations/law ordinances adopted from time to time by the Federal National Mortgage Association (FNMA) and/or any other governmental entity.

12. EXISTENCE AND DURATION. - The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Master Declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each until an instrument signed by the then-owners of two-thirds of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part. An amendment is approved by the membership, to terminate this Master Declaration. The amendatory process under Article 11 above shall control."

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6. Section 18.B of the Declaration shall be deleted in its entirety and substituted with the following provisions:

"2. Occupancy and Visitation by Children.

- 1. No person under the age of sixteen (16) years may occupy a Unit, except as may be otherwise permitted in Section B.2 next below.
- 2. A person under the age of sixteen (16) years may be permitted to visit and temporarily occupy a Unit for a period not to exceed ninety (90) days in any calendar year. This time period shall not be cumulative from year to year. Only overnight visitation shall be considered in the computation. So by way of example, if an underage person visits overnight, two (2) days of visitation shall be computed. If an underage person visits during the day only and does not stay overnight, no days of visitation shall be computed. Nothing in this Section shall prohibit a PLAT ASSOCIATION from adopting Rules and Regulations or amending its governing documents to further limit such use of a Unit.
- 3. Each PLAT ASSOCIATION shall maintain records of the foregoing."

6. A new Section 18 shall be added to the Declaration, which shall provide as follows:

"18. PRIORITIES IN CASE OF CONFLICT. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from the highest priority to lowest:

- A. Florida Statutes which apply.
- B. This Master Declaration.
- C. The Master Articles of Incorporation.
- D. The Master By-Laws.
- E. The Master Rules and Regulations promulgated by the Board of Directors of the Master Association.
- F. The governing documents for the Individual Plats and PLAT ASSOCIATIONS."

7. A new Section 19 shall be added to the Master Declaration, which shall provide as follows:

"19. OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988.

19.1 STATEMENT OF INTENT. It is hereby declared that the COMMUNITY desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It is more specifically the desire and intention of the Master Association and the COMMUNITY to qualify for the exemption for housing for older persons as is provided for in EXEMPTION THREE (65 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. In addition to adopting these amendments, the Master Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to and adhere to policies and procedures which demonstrate an intent to provide housing for persons age 65 years or older.

- (A) Since the COMMUNITY includes all Plats referred to in Section 1.N(7) above, the occupancy requirements under the ACT shall be calculated on a COMMUNITY basis, not on the basis of each individual Plat. The fact that an individual Plat does not meet the occupancy requirements shall be of no consequence, so long as the COMMUNITY as a whole does meet these requirements.



ORB 6277 P 1909

19.2 OCCUPANCY BY OLDER PERSONS - 55 OR OVER HOUSING.

(A) Except for Units occupied solely by persons who are grandfathered-in as provided for in Section 19.4 below, and except for persons granted exception(s) by Section B next below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 18.B of this Declaration.

(B) Exceptions: Future Occupancies. The following future occupancies shall be permitted, even though no occupant has attained the age of 55 years; but provided that the occupancy is not otherwise prohibited by Section 18.B of this Declaration:

(1) Occupancy by a surviving spouse, or by a surviving non-spouse companion provided that the surviving companion resided with the deceased at the time of death.

(2) Occupancy by any person who obtains ownership of a Unit by devise or inheritance.

(3) Occupancy of a Unit by any person who owned record title to a Unit on the effective date of this Amendment. This exception shall only apply to permit occupancy of the Unit owned by the person on that date.

(4) Occupancy of a Unit by Guest(s) when the host (Owner or Lessee) is not present in the Unit, when no individual occupying the Unit is 55 years of age or older, provided that such occupancy is limited to ninety (90) days total in a calendar year. This limitation shall not be cumulative from year to year. Each day as well as part of a day shall be counted in this computation. The host shall be considered to be not present in the Unit when the host does not stay overnight in the Unit along with the Guest(s).

(5) Occupancy of a Unit by an Owner (and his family members) who is/are not permanent occupant(s) of the Unit but who may occupy the Unit occasionally for vacation or similar purposes. Such occupancy is limited to ninety (90) days total in a calendar year. This limitation shall not be cumulative from year to year.

(6) Developers Exception: Occupancy by persons who purchase a Unit from the Developers, including the family members of such persons, developers here shall mean Campanelli Bros. of Florida, Inc., a Florida corporation, its successors and assigns; and First National Joint Venture at Cypress Lakes, a Florida General Partnership, its successors and assigns. The exception in this Section B.6 shall exist only if or while the COMMUNITY is at or above the 80% Rule Threshold. The "80% Rule Threshold" as used in this Declaration shall mean where Units in the COMMUNITY are occupied and unoccupied in compliance with the 80% Rule. The "80% Rule" means and requires the following: 80% of the occupied Units in the COMMUNITY must be occupied by at least one (1) person 55 years of age or older. Also, 80% of the unoccupied Units in the COMMUNITY must be reserved for occupancy by at least one (1) person 55 years of age or older. This Section B.6 may not be amended without the written joinder and consent of the Developers.

ORR 3277 P. 1910

(7) Provisions.

- (a) In the event of conflict between or among any other provision in this Declaration and this Section 19.2.B, this Section 19.2.B shall control.
- (b) Each PLAT ASSOCIATION is hereby empowered to amend its governing documents and/or adopt Rules and Regulations which are consistent with this Section 19.2.B, and shall be permitted to amend its governing documents and/or make Rules and Regulations to adopt provisions which are more restrictive than this Section 19.2.B.

(C) Every Owner and lessee and each PLAT ASSOCIATION shall be deemed to have a contract with the Master Association to ensure that the occupancy requirements in this Section 19 is met at all times. Even though this occupancy requirement is a contract between the Master Association and the Owner or lessee, as applicable, and each PLAT ASSOCIATION, this Section 19 shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his lessees and guests comply with the occupancy requirements, and each PLAT ASSOCIATION shall be responsible to ensure that all Owners and occupants within the particular Plat comply with the occupancy requirements.

19.3 REMEDIES FOR NON-COMPLIANCE. The Master Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in this Declaration or in the By-Laws, or by law:

(A) Lease of a Unit.

- (1) If a Unit is leased, and the occupancy and other requirements of this Section 19 are not met, the Master Association shall be entitled to file for and obtain an injunction order against the Owner of the Unit and the lessee(s) and other occupants in the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.
- (2) The Master Association, as agent for the Owner, shall also be entitled to evict the Lessee(s) and other occupants from the Unit, where the occupancy and other requirements of this Section 19 are not met; this remedy shall be limited to violations of this Section 19 only.
- (3) The lease shall specify, and if it fails to so specify, the lease shall be deemed to specify that the lessee(s) and all other occupants shall abide by this Declaration, Articles of Incorporation and By-Laws, and Rules and Regulations of the Master Association, and shall specify that the Master Association has the remedies provided for in the Declaration, including this Section 19, in the event of violations of any provision in the Declaration, Articles of Incorporation By-Laws and Rules and Regulations of the Master Association.
- (4) Costs and attorneys' fees incurred by the Master Association in connection with the exercise of its remedies under this Section 19, provided that the Master Association prevails, shall be the responsibility of the Owner(s) of the Unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

ORB 6277 Pg 1911

(B) Other Occupancies. Unless under an exception provided in Section 19.2.B above: In the event of an existing ownership; in the event of use by guests; or in the event of a sale, gift, or other transfer of title; and if the occupancy and other requirements of this Section 19 are not met, the Master Association shall be entitled to file for and obtain an injunction order against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s), if necessary). In that event, if the Master Association prevails, the Owner(s) shall be responsible for costs and attorneys' fees incurred by the Master Association in connection with its enforcement of this Section 19.

(C) Proof of Age. Should any person fail or refuse to provide Proof of Age as required under Section 19.6 below, the Master Association shall be justified in assuming that such person is not 55 years of age or older.

19.4 GRANDFATHER PROVISIONS. All of Section 19.2 above (other than the guest limitations of Section 19.2.B.4 above) shall not apply to the following persons, who shall be grandfathered-in (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 19.2.B of this Declaration and provided that they register with the Master Association as provided for below:

(A) Lessees. Any lessee(s) and other occupants of a Unit under a valid written lease, which was fully executed prior to the effective date of this Amendment, shall obtain grandfather status. This grandfather status for the lessee(s) and other occupants shall apply for the duration of the lease. Furthermore, this grandfather status applies beyond the duration of the lease and with respect to any Unit within the COMMUNITY, only if the particular lessee(s) and/or other occupants were validly occupying a Unit under a lease in the COMMUNITY on September 13, 1988.

(B) Other Occupancies (Other Than Lessees).

(1) OCCUPANCY ON SEPTEMBER 13, 1988: Any Owner(s) and any persons not mentioned in the foregoing Section A, who WERE validly occupying a Unit as a residence on September 13, 1988, shall obtain grandfather status.

(2) OCCUPANCY AS OF THE EFFECTIVE DATE: Any Owner(s) and any persons not mentioned in the foregoing Section A, who ARE validly occupying a Unit as a residence as of the effective date of this Amendment, shall obtain grandfather status.

(C) Pending/Approved Applications. Any person(s) who are listed on an application for approval for Lease, sale or other transfer of ownership, which is pending on or approved by a PLAT ASSOCIATION as of the effective date of this Amendment, is given grandfather status. This grandfather status will be lost as to any person who is ultimately not approved by the particular PLAT ASSOCIATION. PROVISIO: Any lessee or occupants under the Lease may not renew the lease, unless under the renewal, at least one (1) person age 55 years or older will occupy the Unit. "Pending" means that the PLAT ASSOCIATION, through its Committee or Board, is in receipt of an application for approval.

(D) Even though a person under the age of 55 years is given grandfather status or is provided with an exception under Section 19.2.B, this shall not entitle the permanent occupancy in the Unit by any other person unless:

(1) At least one (1) person occupying the Unit is 55 years of age or older; or

ORB 6277 Pg 1912

- (2) That other person is also accorded grandfather status; or
- (3) That other person is granted an exception under Section 19.2.B above.

19.5 REGISTRATION REQUIRED.

All Owners, lessees and occupants must register with the Master Association within ninety (90) days after the effective date of this Section 19, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status unless the person has properly registered. These items to be delivered for registration are as follows:

- (A) A fully completed and signed registration form to be provided by the Master Association; and
- (B) Documentation demonstrating Proof of Age as provided for in Section 19.8 below; and
- (C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Master Association).

The Master Association shall make available a registration form to all Owners. It shall be the responsibility of the Owner, not the Master Association, to provide the lessee(s) or other occupants in the Unit with the registration form for the lessee(s)/occupant(s) to complete and return to the Master Association. The Master Association shall notify the particular PLAT ASSOCIATION of the foregoing information.

19.6 PROOF OF AGE; RECORD KEEPING BY THE MASTER ASSOCIATION.

- (A) AS OF THE EFFECTIVE DATE: All Owner(s) and all non-owners occupying the Units as of the effective date of this Amendment; and all persons referred to in Section 19.4 above; shall deliver to the Master Association, documentation demonstrating Proof of Age; to include birth certificate, driver's license and/or any other documentation required by the Master Association. This applies regardless of the age of the persons or whether they seek grandfather status.
- (B) AFTER THE EFFECTIVE DATE: All Owner(s) who obtain record title after the effective date of this Amendment and all persons who occupy the Units after the effective date of this Amendment shall, prior to the obtaining record title and taking occupancy deliver to the Master Association, documentation demonstrating Proof of Age as provided above.
- (C) RECORD KEEPING; NOTICE. The Master Association shall on a continual basis, keep accurate and current records of the ages of all Owners and occupants in the COMMUNITY. The Master Association shall on a continual basis apprise each PLAT ASSOCIATION of the information referred to in this Section 19.6.

19.7 NON-OCCUPANCY STATUS. Each Owner or lessee, as applicable, notify the Master Association of any periods of time during which the Unit becomes unoccupied. The term "unoccupied" shall be as defined in the ADMINISTRATIVE RULES or by Rules and Regulations of the Master Association. It is understood that this is a necessary requirement because the ADMINISTRATIVE RULES may require record keeping of occupied and unoccupied Units. The Master Association shall be authorized to adopt a form for use in connection with the reporting under this Section.

OFS 6277 Ps 1913

19.8 SPECIAL POWER AND DUTY. It is hereby recognized that a power of the Board of Directors of the Master Association is to contract for and maintain and implement facilities and services which the Board in its discretion deems necessary for this COMMUNITY to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES. It is furthermore a duty of the Board of Directors of the Master Association to take whatever steps are reasonably necessary, subject only to limitations of the Declaration, Articles of Incorporation and By-Laws and the Florida Statutes, for the COMMUNITY to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.

19.9 RELATIONSHIP BETWEEN THE MASTER ASSOCIATION AND PLAT ASSOCIATIONS.

(A) Even though the Master Association is empowered to and shall be responsible to enforce the provisions of this Section 19, the Master Association is hereby empowered to delegate to each PLAT ASSOCIATION the power to enforce the provisions of this Section 19 as to the Owners and occupants within the particular Plat. This delegation of authority shall be evidenced in writing by the Master Association and is revokable at any time by a written statement to that effect. The fact that the Master Association may delegate its authority hereunder, shall not in any way be construed that the Master Association lacks the necessary control to enforce this Section 19 as to any non-compliance.

(B) Each PLAT ASSOCIATION shall be responsible to keep accurate records of occupancy by guests under Section 19.2.B.4, and occupancy by Owners and family members under Section 19.2.B.5, of this Declaration. Each PLAT ASSOCIATION shall also keep accurate records of the ages of all Owners and occupants (including lessees) in the particular Plat, even though the Master Association is also required to keep such records. The Master Association shall devise a system for each PLAT ASSOCIATION to keep records of the foregoing. Each PLAT ASSOCIATION shall make those records available to the Master Association within a reasonable period of time upon request. If necessary to obtain delivery of records mentioned in this Section 19.9.B from any PLAT ASSOCIATION, or to require a PLAT ASSOCIATION to maintain the records, the Master Association shall be entitled to file for and obtain an Injunction order against the PLAT ASSOCIATION, requiring delivery and/or maintenance of the records (as applicable). In that event, if the Master Association prevails, the PLAT ASSOCIATION shall be responsible for costs and attorneys' fees incurred by the Master Association in connection with the enforcement of this Section 19.9.B.

Except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CYPRAS 01

EXHIBIT "1"

AMENDMENTS TO THE MASTER DECLARATION OF  
THE CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. Section 7.D of the Master Declaration shall be amended to provide as follows:

"D. Every member of the association shall have the right to extend the rights and easements of enjoyment vested in him under this paragraph to the members of his family residing with him, his guests or invitees, subject to the provisions contained in Section 20 of this Master Declaration.

2. A new Section 20 shall be added to the Master Declaration, which shall provide as follows:

"20. Golf Course Use Fees.

A. No use fees shall be charged for the use of any golf courses within Cypress Lakes P.U.D. to any member of the Association or to any lessee of a Unit within Cypress Lakes P.U.D. The foregoing shall not preclude or affect the member's obligation to pay assessments relating to the operation, maintenance, repair and replacement and other expenses relating to the golf courses, pursuant to Section 8 of this Master Declaration. During the time that any permanent occupant of a Unit is occupying the Unit with a member of the Association or Lessee of a Unit, the permanent occupant shall not be required to pay any use fee for use of the golf courses. Nor shall a guest (as defined in Section 1.N.5 of the Master Declaration) of a member or lessee of a Unit, whose domicile is other than the State of Florida, be required to pay such use fees. Also, no children, grandchildren or great-grandchildren, regardless of domicile, of a member or a lessee of a Unit shall be required to pay a use fee to use the golf course. All other persons not mentioned in the previous sentences of this Section 20 may be required to pay a use fee to use the golf

courses within Cypress Lakes P.U.D. in such amounts as shall be established by the Board of Directors of the Master Association from time to time."

CYPRESS\exhibits

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNN  
CLERK CIRCUIT COURT

AMENDMENT TO THE MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT

The original Master Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 3095 at Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

---

There shall be a new Section 21 added to the aforesaid Master Declaration which shall read as follows:

21. Notwithstanding any provision in this Declaration, or any other document affecting Cypress Lakes, no unit or units within Cypress Lakes shall be leased more than once in any calendar year. In the event of a violation of this provision, the Master Association shall, within a reasonable time after it has become aware of such violation, notify the owner and/or the lessee in writing, by certified mail, that such violation exists and must be corrected within a specified period of time.

In the event that there is not compliance with such notice, the Master Association shall have the right to pursue any of the remedies available to it under the laws of the State of Florida, the governing documents for the Master Association, including, without limitation, eviction or injunctive relief. Any costs and attorney fees incurred by the Master Association in connection with the exercise of any of the aforesaid remedies shall be chargeable to and recovered from the offending owner and, if appropriate in the circumstances, to the offending lessee as well.



AMENDMENT TO THE MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT

The original Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") is recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~stricken through~~ are deleted.

There shall be a new Section 22 added to the Master Declaration which shall read as follows:

22. Telecommunication Services - Notwithstanding anything to the contrary contained in this Master Declaration, the Association's Articles of Incorporation and By-Laws, the Board of Directors has the authority to enter into a contract providing for bulk satellite, cable or other telecommunication services. This authority includes performing any and all things necessary to obtain the service, including, but not limited to, borrowing money, establishing a reserve account, and building a satellite dish and/or tower on the common area. Any costs relating to installation or maintenance of a bulk telecommunication service shall be deemed a common expense. In addition, the Association is granted an easement for the purpose of installing, maintaining or replacing wiring and/or other material or equipment in a unit which may be necessary to accomplish the purposes of this provision.

ARTICLES OF INCORPORATIONOFCYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE IName

The name of the corporation shall be CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.. For convenience, the corporation shall be referred to in this instrument as the "Master Association."

ARTICLE IIInitial Registered Office and Agent

The initial principal office of the Association shall be located at 2500 East Hallandale Beach Boulevard, P. O. Box 700, Hallandale, Florida, 33009. The office of the corporation may thereafter be at any such other place as the Board of Directors of the Association may designate from time to time. The initial registered agent of the Association is S. Lee Crouch, Attorney, whose address is 2500 East Hallandale Beach Boulevard, P. O. Box 700, Hallandale, Florida 33009. *Amended 7/27/07*

ARTICLE IIIPurpose and Powers of the Master Association

This Master Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, operation and control of the Master Common Areas within that certain real property located in Palm Beach County, Florida, more particularly described as follows:

Four Parcels of land lying in Section 14, Township 43 South, Range 42 East, County of Palm Beach, State of Florida and each more particularly described as follows:

Parcel No. 1: The Northeast 1/4 of said Section less the East 50 feet and less the South 50 feet of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 and less the North 35 feet of the South 1/2 of the Southeast 1/4 of the Northeast 1/4.

Parcel No. 2: The West 1/2 of the Southeast 1/4 of said Section less the South 1/2 of the Southwest 1/4 of the Southeast 1/4.

Parcel No. 3: The Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section.

Parcel No. 4: The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section less the East 50 feet and less the North 314 feet of the South 495.00 feet of the East 692.00 feet and less the South 181.00 feet thereof; said property also referred to herein as Cypress Lakes;

AMENDMENT TO  
ARTICLES OF INCORPORATION OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

The original Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") is recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~stricken through~~ are deleted.

---

**ITEM 1:** Article II of the Articles of Incorporation shall be amended to read as follows:

The initial principal office of the Association shall be located at ~~2500 East Hallandale Beach Boulevard, P.O. Box 700, Hallandale, Florida, 33009~~ 3445 Cypress Trail, West Palm Beach, Florida 33417. The office of the corporation may thereafter be at any such other place as the Board of Directors of the Association may designate from time to time. The initial registered agent of the Association is ~~S. Lee Crouch, Attorney, whose address is 2500 East Hallandale Beach Boulevard, P.O. Box 700, Hallandale, Florida 33009.~~

WILL CALL BOX 165  
This instrument prepared by and return to:  
Edward Dicker, Esquire  
DICKER, KRIVOK & STOLOFF, P.A.  
1818 Australian Avenue So., Suite 400  
West Palm Beach, FL 33407  
(561) 615-0123

CFN 20070360226  
OR BK 21973 PG 1114  
RECORDED 07/27/2007 07:55:45  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1114 - 1116; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Articles of Incorporation of Cypress Lakes Master Homeowners Association, Inc. The original Master Declaration is recorded in Official Records Book 3095, Page 0511, of the Public Records of Palm Beach County, Florida.

**CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.**

Constance Hanson  
Witness

By: Ethel Leider  
President

Stanley Hochman  
Witness

Attest: Sylvia Weber  
Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)


BEFORE ME personally appeared Ethel Leider, the President and Sylvia Weber, Secretary of Cypress Lakes Master Homeowners Association, Inc., who produced \_\_\_\_\_ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Cypress Lakes Master Homeowners Association, Inc., with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 29<sup>th</sup> day of March, 2007.

Deborah Smith  
Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)

50210103.21C2

 Deborah Smith  
My Commission DD230770  
Expires October 17 2007

WHEREAS, Declarant, based upon its current ownership of lots and acreage in the property has the right to vote in excess of two-thirds (2/3rds) of the total vote of the entire membership of the Master Association and has voted for and consented to this amendment.

NOW THEREFORE, BE IT RESOLVED THAT:

Subparagraphs H, J and K of paragraph 1, page 2 of said Declaration are amended by deleting same in their entirety and inserting in lieu thereof the following:

"H. LOT shall mean and refer to any lot identified as such in a recorded plat of any portion of the property located in Cypress Lakes. LOT shall further mean and refer to any residential condominium unit located in Cypress Lakes."

"J. IMPROVED LOT shall mean and refer to a lot upon which there has been constructed a cluster home, patio home or townhouse unit or any other permitted dwelling unit, for which a valid certificate of occupancy has been issued by applicable governmental authorities. IMPROVED LOT shall also mean and refer to a condominium unit in a completed condominium located in the property."

"K. DWELLING UNIT shall mean and refer to either a cluster home, patio home or townhouse unit as same are permitted and defined in Section 500.21.K.4 - Single Family Design (b) (c) and (d) respectively of the Palm Beach County zoning code, or any other permitted residential-type unit. DWELLING UNIT shall also mean and refer to a condominium unit in a completed condominium located in the property."

BE IT FURTHER RESOLVED THAT:

The last two sentences in subparagraph B (iv), paragraph 7, page 7 of said Declaration be and the same are hereby amended by deleting same in their entirety and substitution in lieu thereof the following:

"Prior to such conveyance, neither the Master Association nor any member other than the Declarant, will have any right, title or interest, legal or equitable, in and to any Master Common Areas, except for the non-exclusive easement and right of enjoyment granted in subparagraph A of this paragraph 7. Without limitation, neither the association nor any member will be entitled to, in any manner, interfere with any use, whether temporary, recurring or permanent, made or authorized by the Declarant, or by any person or entity to whom Declarant may grant an easement with respect thereto."

WE HEREBY CERTIFY that the above and foregoing recitations are true and correct.

83535 P0930

DATED: 18th day of February, 1981.

CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: Russell Campanelli  
President

Attest: Frank Cicione  
Secretary

STATE OF FLORIDA )  
                          ) ss  
COUNTY OF BROWARD )

I HEREBY CERTIFY that this day in the State and County last aforesaid, before me, an officer duly authorized and acting personally appeared RUSSELL CAMPANELLI and FRANK CICIONE, President and Secretary respectively, of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., to me well known and known to me to be such officers, and they acknowledged before me that they executed the foregoing Amendment for the purposes therein contained.

WITNESS my hand and official seal this 18th day of February, 1981.

Charles J. ...  
Notary Public - State of  
Florida



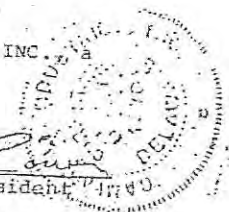
My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
BY COMMISSION EXPIRES 12/31/84

The undersigned Declarant of the above described Declaration hereby consents and agrees to the above and foregoing Amendment and affirmatively votes its votes therefore.

CAMPANELLI INDUSTRIES, INC.  
Delaware corporation

By: John R. ...  
Vice President

Attest: Russell Campanelli



RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

B3395 P0991

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION  
OF CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

FILED  
TALLAHASSEE  
SECRETARY OF STATE  
FV 2-31

WHEREAS, the Articles of Incorporation of the Cypress Lakes Master Homeowners Association, Inc. ("ASSOCIATION"), was recorded on July 11, 1979 in Official Record Book 3095, Page 0524, Public Records of Palm Beach County, Florida;

WHEREAS, Article XII of the Articles of Incorporation provides for amendment to the Articles of Incorporation by an approval of not less than seventy-five (75%) percent of the entire Board of Directors and seventy-five (75%) percent of the voting interests of the entire membership of the Cypress Lakes Master Homeowners Association, Inc. ("ASSOCIATION");

WHEREAS a meeting of the Board of Directors of the ASSOCIATION was held on 10-4-90 at which there was a quorum and not less than seventy-five (75%) percent of the entire Board of Directors voted to amend the Articles of Incorporation in the various particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, a meeting of the Members of the ASSOCIATION was held on November 7, 1990, which was duly noticed and at which there was a quorum, and at which at least seventy-five (75%) percent of the voting interests of the entire membership of the ASSOCIATION, did vote to amend the Articles of Incorporation in the various particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, the Amendments and this Certificate shall be filed with the Secretary of State in Tallahassee, Florida and then recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Articles of Incorporation be and is hereby amended in the particulars as stated in Exhibit "1" attached hereto; these Amendments shall run with the real property known as THE CYPRESS LAKES PLANNED UNIT DEVELOPMENT and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof; and except as otherwise amended hereby, the Articles of Incorporation shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the above-referenced Articles of Incorporation; and the required percentage of Owners votes at a meeting with quorum present, did approve same.

-----  
PREPARED BY:  
JAY STEVEN LEVINE, ESQUIRE  
LEVINE AND FRANK, P.A.  
3300 PGA Boulevard, Suite 800  
Palm Beach Gardens, FL 33410  
Telephone: (407) 626-4700

EXHIBIT "A"

AMENDMENTS TO THE ARTICLES OF  
THE CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

- 
1. The entirety of Article VI of the Articles of Incorporation entitled "Board of Directors" shall be deleted and shall be substituted with the following provisions:

"Article VI  
Board of Directors

The affairs of the Association shall be managed by a Board of such number, qualifications and terms as shall be provided in the By-Laws."

CYPRESS\exhibits



and to promote the health, safety and welfare of the lot owners within the above described property and for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development, (hereinafter called the "Master Declaration,") applicable to the property and recorded or to be recorded in the office of the Public Records of Palm Beach County, Florida and as the same may be amended from time to time as therein provided, said Master Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Master Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3rds) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Master Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;
- (f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;
- (g) to maintain, repair, replace and operate the Master Common Areas of the property;
- (h) to purchase insurance upon the Master Common Areas of the property and insurance for the protection of the Association and its members;
- (i) to reconstruct improvements to the Master Common Areas after casualty and further improve same;
- (j) to make and amend reasonable rules and regulations respecting the maintenance, upkeep and use of the Master Common Areas;
- (k) to employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Master Common Areas of the property;
- (l) to permit the merger or consolidation of other associations in or with the association as provided for in the Master Declaration.

ARTICLE IVMembership

Every person or entity who is the record owner of a fee or undivided fee interest in any lot which is a part of the subject property, and subject to the terms and conditions of the Master Declaration, including contract vendees, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a lot.

ARTICLE VVoting Rights

The voting rights of the membership shall be appurtenant to ownership of a Lot or Acreage. When two or more persons hold an interest (other than leasehold or security interest) in any Lot or Acreage, all such persons shall be members. The vote for such Lot or Acreage, shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in said property and in no event shall more than the number of votes hereinafter designated by cast with respect to any Lot or Acreage. There shall be two classes with respect to voting rights:

Class A. Class A members shall be all those members as defined in Article IV of the Articles of Incorporation with the exception of Declarant, its successors or assigns. Class A members shall be entitled to one (1) vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves, determine but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, its successors or assigns. The Class B members shall be entitled to three (3) votes for each lot owned and twenty (20) votes per acre times the number of acres owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on December 31, 1985.

ARTICLE VIBoard of Directors

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors who shall be members of the Association, excepting that until Class B membership has ceased and has been converted to Class A membership, the members of the Board of Directors need not be members of the Association, and the Initial Board of Directors and the succeeding Board, until such time as the Class B membership has ceased and has been converted to Class A membership, shall be comprised of three (3) members.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Russell Campanelli	2717 N. E. 29th Court Ft. Lauderdale, Florida
Constantino Cicione	3601 N. E. 24th Avenue Ft. Lauderdale, Florida
Frank Cicione	3633 N. E. 24th Avenue Ft. Lauderdale, Florida

The initial Board of Directors herein designated shall serve until Class B membership has ceased and has been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years, provided, however that so long as the Declarant is the owner of one (1) or more lots or acreage within the subject property and continues to hold said lot or acreage for sale in the ordinary course of business, then the Declarant shall be entitled to designate one (1) member to serve on the Board of Directors, notwithstanding the fact that Class B stock has ceased to exist and been converted to Class A stock. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining Directors, provided however, that should said vacancy occur in the Board member designated by the Declarant, then said vacancy shall be filled by the Declarant, provided the declarant continues to hold at least one (1) unit for sale in the ordinary course of business. Directors may additionally be removed in the manner provided for in the By-Laws. After Class B membership has ceased and converted to Class A membership, it shall be a requirement that there shall be at least one (1) director from each of the respective platted subdivisions in the property.

#### ARTICLE VII

##### Officers

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the members of the Board of Directors. The names and addresses of the Officers that shall serve until their successors are designated by the Board of Directors is as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Russell Campanelli	President	2717 N. E. 29th Court Ft. Lauderdale, Florida
Constantino Cicione	Vice President	3601 N. E. 24th Avenue Fort Lauderdale, Florida
Frank Cicione	Secy-Treasurer	3633 N. E. 24th Avenue Ft. Lauderdale, Florida

ARTICLE VIIIBy-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IXIndemnification

Every Director and every 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 any settlement of any proceeding to which he may be a party or to which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement is being for the best interest of the Association. 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.

ARTICLE XDissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XITerm

The term of this Association shall be perpetual.

ARTICLE XIIAmendments

Amendments to these Articles shall be proposed and adopted in the following manner.

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

(b) A resolution for the adoption of the proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, amendments to these Articles shall require the assent of seventy-five percent (75%) of the entire membership of the Association and seventy-five percent (75%) of the members of the Board of Directors.

(c) A copy of each amendment shall be filed with the Secretary of State or its successor.

ARTICLE XIII

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Russell Campanelli	2717 N. E. 29th Court Fort Lauderdale, Florida
Constantino Cicione	3601 N. E. 24th Avenue Fort Lauderdale, Florida
Frank Cicione	3633 N. E. 24th Avenue Fort Lauderdale, Florida

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 5th day of June, A. D. 1979.

Russell Campanelli  
RUSSELL CAMPANELLI

Constantino Cicione  
CONSTANTINO CICIONE

Frank Cicione  
FRANK CICIONE

STATE OF FLORIDA )  
                                  ) : ss  
COUNTY OF BROWARD )

BEFORE ME the undersigned authority, personally appeared  
RUSSELL CAMPANELLI, CONSTANTINO CICIONE and FRANK CICIONE,  
who after being first duly sworn, acknowledged that they executed the  
foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last  
aforesaid this 25th day of June, A. D. 1979.

*[Handwritten Signature]*  
Notary Public - State of  
Florida

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 17 1982  
~~BONDED BY THE GENERAL INVESTMENTERS~~



ACCEPTANCE BY REGISTERED AGENT

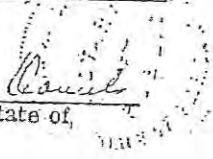
Having been designated registered agent in the foregoing Articles  
of Incorporation, I hereby accept such designation and agree to act in the  
capacity of the corporation's registered agent.

*[Handwritten Signature]*  
S. LEE CROUCH

Sworn to and subscribed before me this 25th day of June,  
A. D. 1979.

*[Handwritten Signature]*  
Notary Public - State of  
Florida

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 23, 1980  
~~BONDED BY THE GENERAL INVESTMENTERS~~



BY-LAWSOFCYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.ARTICLE IIdentity

The name of the corporation is CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Master Association", a corporation not-for-profit organized under the laws of the State of Florida. The Master Association has been organized for the purpose of operating, managing, maintaining and administering the Master Common Areas of Cypress Lakes as defined in the Master Declaration pertaining thereto.

The principal office of the corporation shall be located at 2500 East Hallandale Beach Boulevard, P. O. Box 700, Hallandale, Florida, 33009, but meetings of members and directors may be held at such places within the State of Florida, County of Broward, as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

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, and impression of which is as follows:

ARTICLE IIDefinitions

Section 1. "Master Association" shall mean and refer to CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Lot" shall mean and refer to any lot identified as such in a recorded plat of any portion of the property located in Cypress Lakes.

Section 3. "Property" shall mean and refer to that certain real property legally described on sheet 1 of the Master Declaration.

Section 4. "Master Common Areas" shall be used and is defined the same as is provided for in the Master Declaration.

Section 5. The terms "Acreage", "Declarant", "Dwelling Unit", "Recreation Area", "Improved Lot", and "Master Declaration" shall have the same meaning and shall be used and is defined the same as is provided for in the Master Declaration.

Section 6. "Articles of Incorporation" shall mean and refer to Articles of Incorporation of Cypress Lakes Master Homeowners Association, Inc.

Exhibit II

WILL CALL BOX 165  
This instrument prepared by and return to:  
Edward Dicker, Esquire  
DICKER, KRIVOK & STOLOFF, P.A.  
1818 Australian Avenue So., Suite 400  
West Palm Beach, FL 33407  
(561) 615-0123

CFN 20070342750  
OR BK 21941 PG 0943  
RECORDED 07/17/2007 12:54:36  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0943 - 945; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE  
BY-LAWS OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the By-Laws of Cypress Lakes Master Homeowners Association, Inc. The original Master Declaration is recorded in Official Records Book 3095, Page 0511, of the Public Records of Palm Beach County, Florida

**CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.**

Constance Hanson  
Witness

By: Ethel Leider  
President

Stanley Hanson  
Witness

Attest: Sylvia Weber  
Secretary  
(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Ethel Leider, the President and Sylvia Weber, Secretary of Cypress Lakes Master Homeowners Association, Inc., who produced \_\_\_\_\_ as identification ~~or are personally known to me~~ to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Cypress Lakes Master Homeowners Association, Inc., with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 29<sup>th</sup> day of March, 2007.

Deborah Smith  
Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)





**AMENDMENTS TO THE  
BY-LAWS OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.**

The original Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") is recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~stricken through~~ are deleted.

---

**ITEM 1: Article III(1) of the Association By-Laws shall be amended to read as follows:**

The ~~first~~ annual meeting of the Members shall be held ~~on or before~~ one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held ~~on the same day of the same month of each year thereafter~~ on the second Thursday of December of each year, at such time and place as might be determined by the Board of Directors.

**ITEM 2: Article III(4) of the Association By-Laws shall be amended to read as follows:**

The presence at the meeting of the members entitled to cast, or of proxies entitled to cast ~~fifty~~ thirty percent (~~50%~~) (30%) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Master Declaration or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

**ITEM 3: Article IV(1)(A) of the Association By-Laws, as amended, shall be amended to read as follows:**

The affairs of the Association shall be governed by a Board of Directors composed of ~~not less than 9 nor more than 11 persons~~ ten (10) persons; one from each PLAT. Each of the PLAT ASSOCIATIONS of recorded PLATS shall ~~appoint/elect~~ appoint or elect one Director to serve on the Board of Directors of the Master Association, to represent the particular PLAT; ~~the foregoing shall be done prior to the 1990 Annual Meeting of the Master Association and~~

~~prior to each Master Association Annual Meeting thereafter when the term of the particular Director is expiring and requires selection. In connection with such ~~electional~~ election or appointment, the provisions of Article V of these By-Laws shall not apply. Any Directors selected by PLAT ASSOCIATIONS shall be announced at the Annual Meeting of the Master Association. ~~One Director shall be appointed by the Declarant only so long as the Declarant is offering Units or vacant land for sale in the ordinary course of business within Cypress Lakes Planned Unit Development. Thereafter, the Declarant appointed Director shall resign, and the successor Director shall be elected at large by the membership of the Master Association, and with respect to such Director, the provisions of Article V of these By-Laws shall apply. To the extent that the number of Directors appointed by the PLAT ASSOCIATIONS and by the Declarant is less than eleven, no additional Director(s) shall be elected.~~~~

AMENDMENTS TO THE  
BY-LAWS OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

The original Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") is recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~stricken through~~ are deleted.

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AMENDMENTS TO THE  
BY-LAWS OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

The original Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") is recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~stricken through~~ are deleted.

---

ITEM 2: Article III(4) of the Association By-Laws shall be amended to read as follows:

The presence at the meeting of the members entitled to cast, or of proxies entitled to cast ~~fifty~~ thirty percent ~~(50%)~~ (30%) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Master Declaration or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

AMENDMENTS TO THE  
BY-LAWS OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

The original Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") is recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~stricken through~~ are deleted.

---

**ITEM 3:** Article IV(1)(A) of the Association By-Laws, as amended, shall be amended to read as follows:

The affairs of the Association shall be governed by a Board of Directors composed of ~~not less than 9 nor more than 11 persons~~ ten (10) persons; one from each PLAT. Each of the PLAT ASSOCIATIONS of recorded PLATS shall ~~appoint/elect~~ appoint or elect one Director to serve on the Board of Directors of the Master Association, to represent the particular PLAT; ~~the foregoing shall be done prior to the 1990 Annual Meeting of the Master Association and prior to each Master Association Annual Meeting thereafter when the term of the particular Director is expiring and requires selection.~~ In connection with such ~~electional~~ election or appointment, the provisions of Article V of these By-Laws shall not apply. Any Directors selected by PLAT ASSOCIATIONS shall be announced at the Annual Meeting of the Master Association. ~~One Director shall be appointed by the Declarant only so long as the Declarant is offering Units or vacant land for sale in the ordinary course of business within Cypress Lakes Planned Unit Development. Thereafter, the Declarant appointed Director shall resign, and the successor Director shall be elected at large by the membership of the Master Association, and with respect to such Director, the provisions of Article V of these By-Laws shall apply. To the extent that the number of Directors appointed by the PLAT ASSOCIATIONS and by the Declarant is less than eleven, no additional Director(s) shall be elected.~~

ARTICLE IIIMeeting of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on or before one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at such time and place as might be determined by the Board of Directors. *Amended 7/17/07*

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors of the Association ("Board") or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of both Class A and Class B membership.

Section 3. Notice of Meetings. Written notices of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast fifty percent (50%) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Master Declaration or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. *Amended 7/17/07*

Section 5. Voting. At any meeting of members, the owners of units shall be entitled to cast such votes to which they are entitled as provided in the Articles of Incorporation of the Association.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

Section 7. Order of Business. The order of business at annual members meetings, and as far as practical at other meetings, shall be:

- A. Calling of the role and certifying of proxies,
- B. Proof of notice of meeting,
- C. Reading of minutes,
- D. Report of officers,
- E. Report of committees,
- F. Appointment of chairman of inspection of election,
- G. Election of directors,
- H. Unfinished business,
- I. New business,
- J. Adjournment. -

088 7082 Ps 1044  
BORCHARD H. WILKIN: CLERK PS COUNTY, FL

**AMENDMENT TO THE BY-LAWS FOR  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.**

The original Master Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 3095 at Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

There shall be a new Section D, added to Article IV(1) of the Association By-Laws which shall read as follows:

Notwithstanding anything to the contrary contained in the Association Bylaws or elsewhere, the position of the at-large Director as referred to in Article IV, Section 1(A) of the By-Laws, shall cease to exist upon the declarant no longer having the right to appoint a Director.

## EXHIBIT "1"

AMENDMENTS TO THE BY-LAWS OF  
THE CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

1. Article IV, Section 1 of the By-Laws entitled "Selection, Number, Term (Directors)" and Article IV, Section 2 of the By-Laws entitled "Removal (Directors)" shall be deleted in their entirety and substituted with the following new Sections 1 and 2:

"Section 1. Number, Terms and Qualifications

- A. Number and Selection/Election. The affairs of the Association shall be governed by a Board of Directors composed of not less than 9 nor more than 11 persons. Each of the PLAT ASSOCIATIONS of recorded PLATS shall appoint/elect one Director to serve on the Board of Directors of the Master Association, to represent the particular PLAT; the foregoing shall be done prior to the 1990 Annual Meeting of the Master Association and prior to each Master Association Annual Meeting thereafter when the term of the particular Director is expiring and requires selection. In connection with such electional appointments the provisions of Article V of these By-Laws shall not apply. Any Directors selected by PLAT ASSOCIATIONS shall be announced at the Annual Meeting of the Master Association. One Director shall be appointed by the Declarant only so long as the Declarant is offering Units or vacant land for sale in the ordinary course of business within Cypress Lakes Planned Unit Development. Thereafter, the Declarant appointed Director shall resign, and the successor Director shall be elected at-large by the membership of the Master Association; and with respect to such Director, the provisions of Article V of these By-Laws shall apply. To the extent that the number of Directors appointed by the PLAT ASSOCIATIONS and by the Declarant is less than eleven, no additional Director(s) shall be elected.



- B. Qualifications. Other than the Director appointed by the Declarant as provided in Section 1.A above, a Director shall be a member of the Association or a spouse of a member. This is in addition to the representation requirements of Section 1.A above and Section 2.A and B below.
- C. Terms. Prior to the 1990 Annual Meeting of the Master Association, the Board of Directors shall determine and fix the terms for each of the Directors, such that three Directors shall serve for a one-year term; three Directors shall serve for a two-year term; and five Directors shall serve for a three-year term. Thereafter, all Directors shall be elected/appointed for three year terms, and shall so serve until the end of the Master Association members' meeting at which the PLAT ASSOCIATION's successor appointment is announced, unless he sooner resigns or is recalled. The tenth Director, appointed by the Declarant, shall serve as stated in Section 1.A above.

Section 2. Vacancies and Removal

- A. Vacancies on the Board. If the office of any Director or Directors (other than the Director appointed by the Declarant) becomes vacant for any reason, other than recall as provided in Section 2.B below, a majority of the remaining Directors shall promptly choose a successor or successors who shall hold office for the unexpired term of his predecessor. To the extent possible, if the vacating Director was selected by a PLAT ASSOCIATION, then the successor Director shall own or reside in the same PLAT. Any vacated Director position appointed by the Declarant under Section 1.A above shall be filled only by the Declarant.
- B. Removal of Directors. The following provisions shall apply:
  - 1. As to any Director appointed by a particular PLAT ASSOCIATION, such Director may be removed with or without cause by a majority of the voting interests of the particular PLAT ASSOCIATION, either by a written agreement or at a meeting of the particular PLAT ASSOCIATION and called for that purpose. In the event of such recall, the vacancy shall be filled by the remaining Directors on the Board of the Master Association, pursuant to Section 1.A above.

2. As to the eleventh at-large Director appointed by the membership of the Master Association, the following shall apply: Such Director may be removed with or without cause by a majority of the voting interests of the entire membership of the Master Association, either by a written agreement or at any meeting of the membership of the Master Association called for that purpose. A vacancy resulting by reason or recall if accomplished by way of a meeting, shall be filled by the members of the Master Association at that same meeting. The foregoing procedures shall apply notwithstanding any other provision in these By-Laws to the contrary."
3. Notwithstanding the foregoing to the contrary: Any Director appointed by the Declarant under Section 1.A above may be removed only by the Declarant.
4. Notwithstanding the foregoing to the contrary: Except for any Director appointed by the Declarant under Section 1.A above, any Director who misses three or more regular Board meetings shall, if voted by a majority of the full Board of Directors, be deemed and shall be automatically removed."

CYPRESS\exhibits

ARTICLE IV

Directors

Section 1. Selection, Number, Term. The affairs of this Association shall be managed by a Board of from three (3) to nine (9) directors, who shall be members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the Initial Board of Directors shall be comprised of three (3) members. The names and addresses of the persons who shall serve as Directors until the selection of their successors are:

*Recommended:  
7/17/07*

<u>NAME</u>	<u>ADDRESS</u>
Russell Campanelli	2717 N. E. 29th Court Fort Lauderdale, Florida
Constantino Cicione	3601 N. E. 24th Avenue Fort Lauderdale, Florida
Frank Cicione	3633 N. E. 24th Avenue Fort Lauderdale, Florida

The initial Board herein designated shall serve until Class B membership has ceased and has been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect a new board with one-third (1/3) of the Directors serving for a term of one (1) year, one-third (1/3) for a term of two (2) years, and one-third (1/3) for a term of three (3) years. At each annual meeting thereafter, the members shall elect one-third of the Directors for a term of three years. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors, provided, however, that Declarant shall, so long as it is the owner of any lots in the project and continues to hold said lots for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant, and should said member resign from the Board, he will be replaced by the Declarant. After Class B membership has ceased and been converted to Class A membership, it shall be a requirement that there shall be at least one (1) director from each of the respective platted subdivisions.

Section 2. Removal. Any director, except the original Directors, or the Director appointed by Declarant in accordance with the above section, may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors.

ARTICLE VNomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIMeeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should any meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each Director.

Section 3. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. 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.

Section 6. Joinder in Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 7. Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the president shall preside. In the absence of the presiding officer the Directors shall designate one of their members to preside.

Section 8. Order of Business. The order of business at Directors' meetings shall be:

- A. Calling of role;
- B. Proof of notice of meeting;
- C. Reading of minutes;
- D. Report of Officers and Committees;
- E. Election of officers;
- F. Unfinished business;
- G. New business;
- H. Adjournment.

#### ARTICLE VII

##### Powers and Duties of the Board of Directors

Section 1. Powers. The Board shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Master Common Areas and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- B. Suspend the voting rights of a member and his right to use recreational facilities during any period in which such member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles and the Master Declaration.
- D. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors, provided however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence at said meeting;
- E. Employ such employees as they deem necessary and prescribe their duties;
- F. Exercise such other powers as given by Florida Statutes and not in conflict herewith.

Section 2. Duties. It shall be the duty of the Board to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at an annual meeting of the members;
- B. Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed;

C. As more fully provided in the Master Declaration to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
2. Send written notice of each assessment to every owner subject thereto at least twenty (20) days in advance of each annual assessment period; and
3. Foreclose the lien against any improved lot for which assessments are not paid within thirty (30) days after due date and/or bring an action at law against the owner personally obligated to pay same.

D. Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain such insurance as is required by the Master Declaration, or deemed necessary in the sole discretion of the Directors.

F. Cause the Master Common Areas to be operated, managed and maintained.

## ARTICLE VIII

### Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX

Committees

The Board shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Master Declaration, the Articles and these By-Laws shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Master Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessments are made. Any

CERTIFICATE OF AMENDMENT TO THE BY-LAWS  
OF CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the By-Laws of the Cypress Lakes Master Homeowners Association, Inc. ("ASSOCIATION"), was recorded on July 11, 1979 in Official Record Book 3095, Page 0531, Public Records of Palm Beach County, Florida;

WHEREAS, Article XII, Section 1 of the By-Laws provides for amendment to the By-Laws by an approval of not less than a majority of the members of the Cypress Lakes Master Homeowners Association, Inc. ("ASSOCIATION") who are present in person or by proxy at a meeting of the members;

WHEREAS a meeting of the members of the ASSOCIATION was held on November 7, 1990 which was duly noticed at which there was a quorum and at which a majority of the voting interests of the members present in person or by proxy did vote to amend the By-Laws in the various particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, the Amendments and this Certificate shall be filed and recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the By-Laws be and is hereby amended in the particulars as stated in Exhibit "1" attached hereto; these Amendments shall run with the real property known as THE CYPRESS LAKES PLANNED UNIT DEVELOPMENT and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof; and except as otherwise amended hereby, the By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the above-referenced By-Laws; and the required percentage of Owners votes at a meeting with quorum present, did approve same.

DATED this 19 day of November, 1990.

WITNESSES:

CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.

*Louise G. Miller*

by: *Seymour Hanheimer*  
PRESIDENT, SEYMOUR HANHEIMER

-----  
PREPARED BY:  
JAY STEVEN LEVINE, ESQUIRE  
LEVINE AND FRANK, P.A.  
3300 PGA Boulevard, Suite 800  
Palm Beach Gardens, FL 33410  
Telephone: (407) 626-4700





assessments which are not paid when due and payable shall be delinquent, and if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot. Interest, costs, and reasonable attorneys fees incurred in any such actions shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Master Common Areas or abandonment of his lot.

ARTICLE XII

Amendments

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy, both Classes.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Master Declaration and these By-Laws, the Master Declaration shall control.

Section 3. Provided further, however that so long as the Declarant owns any lots or acreage which are being held for sale in the ordinary course of business, and notwithstanding the fact that Class B membership may have ceased to exist, no amendment may:

- A. Interfere with the Declarant's efforts to sell those lots owned by it;
- B. Remove the Declarant's right to appoint at least one (1) member to the Board of Directors;
- C. Assess the Declarant for capital improvements without his prior written consent;
- D. Deny the Declarant the right to vote as a Class A member with regard to those lots owned by it after such time as Class B membership has ceased to exist; and
- E. Amend this Section 3 of the By-Laws without the written consent of Declarant.

ARTICLE XIII

Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Master Declaration, Articles of Incorporation or these By-Laws.

IN WITNESS WHEREOF, we, being all of the Directors of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seal this 9th day of July, A. D. 1979.

Witnesses:

John B. Cawer  
Frank Cicione  
John B. Cawer  
Frank Cicione  
John B. Cawer  
Rita Ferris

Russell Campanelli  
 RUSSELL CAMPANELLI  
Constantino Cicione  
 CONSTANTINO CICIONE  
Frank Cicione  
 FRANK CICIONE

STATE OF FLORIDA )  
                          ) : ss  
COUNTY OF BROWARD )

SWORN TO and subscribed before me as to the above named Directors  
the day and year last above written.

*[Handwritten Signature]*  
Notary Public - State of Florida  
At Large

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 17 1982  
~~EXPIRES WITH ORIGINAL ISS. INDETERMINATE~~



CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of CYPRESS LAKES  
MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said  
Association, as duly adopted at a meeting of the Board of Directors thereof,  
held on the 9th day of July, A. D. 1979.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed the seal of said Association, this 9th day of July, A. D. 1979.

*[Handwritten Signature: Frank Cicione]*  
Secretary

(Corporate Seal)

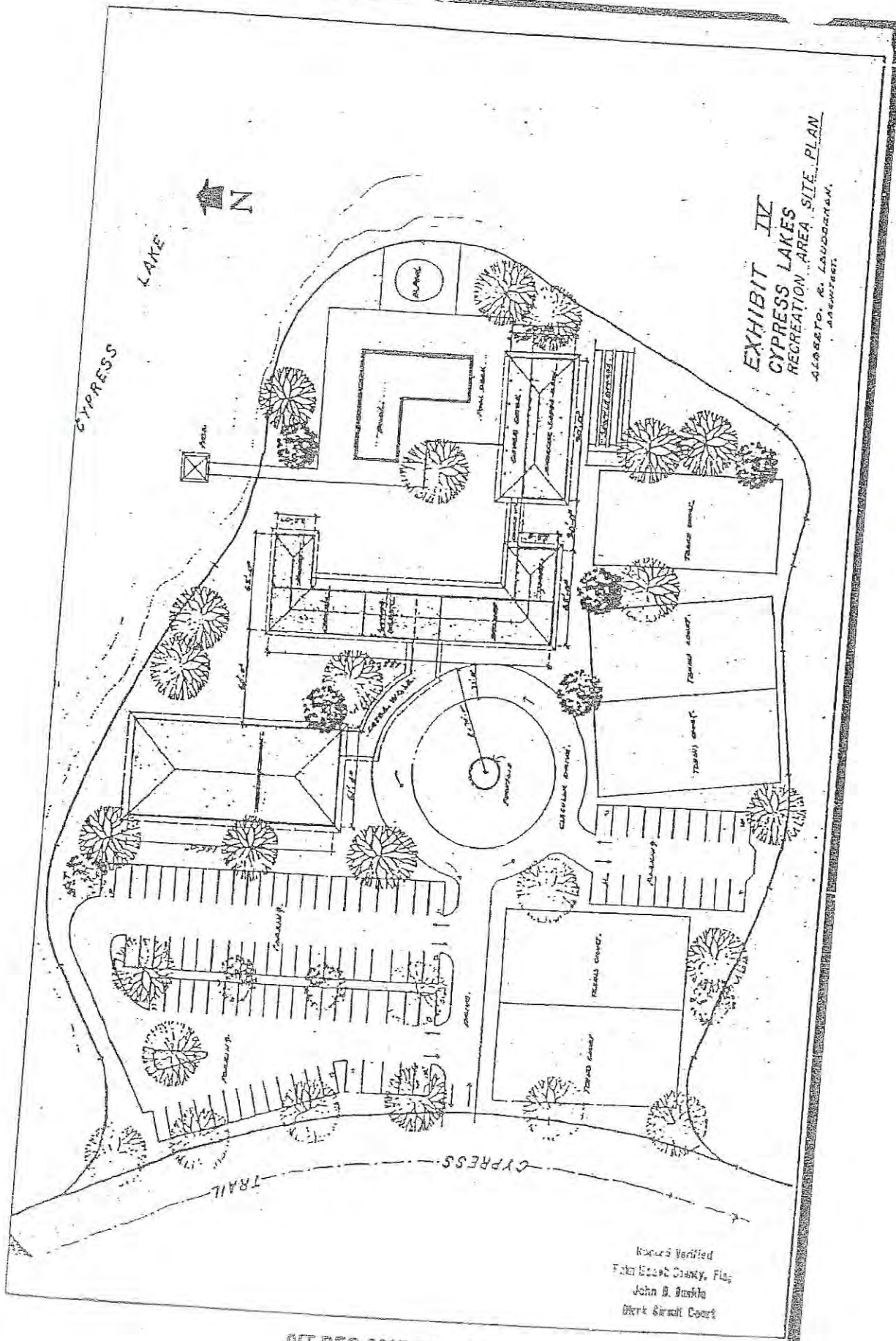


# CYPRESS LAKES PLANNED UNIT DEVELOPMENT



**CAMPANELLI, Inc.**  
 3810 Joseph Drive  
 West Palm Beach, Florida  
 33409

**EXHIBIT III**  
 prepared by:  
**ROSSI and MALAVASI engineers, Inc.**  
 1010 Palm Beach Lakes Boulevard  
 West Palm Beach, Florida



**EXHIBIT IIX**  
**CYPRESS LAKES**  
 RECREATION AREA SITE PLAN  
 GLENN, R. LANDSCAPE ARCHITECT

Records Verified  
 John H. Chalky, Esq.  
 John B. Baskin  
 Clerk Circuit Court

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS RELATING TO:

All of CYPRESS LAKES PLAT NO. 2 according to the plat thereof as recorded in Plat Book 37, Pages 148 - 151, Public Records of Palm Beach County, Florida (herein the Subdivision and/or Property.)

WITNESSETH:

WHEREAS, Declarant plans to develop the property by constructing residential two-, four- and six-unit townhouses, patio homes, and cluster homes, as the case may be, on the respective lots therein, and by making certain improvements to the Common Areas as herein provided; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, Declarant deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the Property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS. As used in this Declaration of Covenants, Conditions and Restrictions (herein Declaration), the following words have the following meanings:

A. ASSOCIATION shall mean and refer to CYPRESS LAKES HOMEOWNERS ASSOCIATION II, INC., a Florida corporation not for profit, its successors or assigns. A copy of the Articles of Incorporation and By-Laws of the Association is attached hereto and made a part hereof as Exhibits I and II respectively.

B. BOARD shall mean the Board of Directors of the Association.

C. DECLARANT shall mean CAMPANELLI, INC., a Massachusetts corporation, authorized to do business in the State of Florida, its successors and assigns.

D. LOT shall mean and refer to any lot shown on the plat of CYPRESS LAKES PLAT NO. 2.

E. IMPROVED LOT shall mean a lot upon which there has been constructed a cluster home, patio home or townhouse unit, for which a valid Certificate of Occupancy has been issued by applicable Governmental authority.

F. DWELLING UNIT shall mean and refer to either a cluster home, patio home or townhouse unit as same are permitted and defined in Section 500.21.K.4. - Single Family Design (b) (c) and (d) respectively of the Palm Beach County zoning code.

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PREPARED BY  
JILL CRUCH, ISD  
2500 DUNN BLVD  
PALM BEACH, FLA  
33409

G. LOT OWNER shall mean the holder or holders of the fee title to a lot as herein defined.

H. COMMON AREAS shall mean all real property including any improvements thereto, owned by the Association for the common use and enjoyment of the owners of property which Lot Owners have a right of easement and enjoyment in and to. Said Common Areas consist of the following:

Tracts S-2 through S-7, inclusive, and all of Cypress Lakes Plat No. 2 according to the plat thereof as recorded in Plat Book 37, Page 148-151, Public Records of Palm Beach County, Florida; together with any improvements to be constructed thereon as provided herein, including but not limited to open space and private streets.

I. INSTITUTIONAL LENDER shall mean and refer to any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any Lot or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

J. COMMON EXPENSE OR COMMON EXPENSES shall mean:

- (1) Expenses of administration of the Association;
- (2) Expenses declared common expenses by this Declaration, the Articles of Incorporation and By-Laws;
- (3) Any valid charge against the subdivision as a whole.

Common Expenses shall not include the cost of water and sewer service to an Improved Lot.

K. MASTER DECLARATION shall mean and refer to The Master Declaration of Covenants, Conditions and Restrictions relating to Cypress Lakes Planned Unit Development recorded in Official Records Book 3095, page 511 of the Public Records of Palm Beach County, Florida.

L. MASTER ASSOCIATION shall mean and refer to Cypress Lakes Master Homeowners Association, Inc., a Florida non-profit corporation.

M. MASTER PLAN shall mean and refer to Cypress Lakes Master Plan prepared by Team Plan Inc., April, 1977, on file with the Planning, Zoning and Building Department of Palm Beach County as same is from time to time revised.

N. CYPRESS LAKES P. U. D. shall mean and refer to Cypress Lakes Planned Unit Development consisting of 243.14 acres more or less located in Palm Beach County, Florida as legally described in the Master Declaration and in which Cypress Lakes Plat No. 2 is located.

O. MASTER COMMON AREAS shall mean and refer to all real property including any improvements thereto owned by the Master Association for the common use and enjoyment of the owners of property in

Cypress Lakes P. U. D. or property which said owners have a right of easement and enjoyment in and to which may include, but are not limited to private streets, entrance way features including guard house and gates, lakes, canals, recreation area buildings and facilities, street lighting, bicycle paths, drainage systems and facilities, buffer zones, walls and fences, sprinkler systems, landscaping and other such items, all as more specifically described and identified in the Master Declaration.

2. ASSOCIATION. Declarant in order to insure that the Common Areas will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Lot Owners and to provide for other matters of concern to said owners, has organized a non-profit corporation known as Cypress Lakes Homeowners Association II, Inc., a Florida non-profit corporation (herein "Association").

3. ASSOCIATION MEMBERSHIP. Every owner of a Lot as defined herein shall automatically become a member of the Association. When more than one person holds an interest in any Lot, the vote for such Lot shall be cast by the owner thereof designated in a certificate filed with the Association and signed by all persons owning an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot. Notwithstanding the foregoing, Declarant, its successors and assigns, shall not be required to file such a certificate in order to vote its votes.

4. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members as defined in Section 3 of the Articles of Incorporation with the exception of Declarant, its successors or assigns. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves, determine but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, its successors or assigns. The Class B members shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on December 31, 1982.

Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

5. RESIDENTIAL USE. All lots are restricted to the use of a single family, its household, servants and guests. Only one dwelling unit may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional

family and provided further that written approval for such accessory building shall be first obtained from the Board. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a unit; otherwise no portable buildings or trailers may be placed on a lot. No building shall be enlarged by additions thereto or by screening in of a portion of the improved property or lot or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the Board, which approval shall be granted or withheld at its sole discretion. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval of the Board, which approval shall be granted or withheld at their sole discretion.

6. MAINTENANCE OF PROPERTY. In order to maintain the standards of the Subdivision:

A. Lawn Maintenance and Spraying. The Association shall maintain, care for and replace all lawns within the Property, accordingly there is hereby reserved in favor of the Association the right to enter over, through and upon all of the Lots for the purpose of maintaining and caring for and replacing the lawns located thereon, the cost of which is hereby declared to be a Common Expense of the Association. Each owner of an Improved Lot in the Subdivision is hereby made liable to the Association for his assessed share, as hereinafter set forth, of such Common Expense. "Maintenance and care" within the meaning of this subparagraph (b) shall include mowing, trimming, pruning, edging, fertilizing, spraying and replacing of lawns. In the exercise of its discretion in this regard, the Board shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the Subdivision. If the Board approves a request by an owner of a Lot to place upon said Lot trees, hedges, vines or other landscaping, the Board may determine to assess said owner an additional assessment for the maintenance of such trees, vines, hedges or additional landscaping or the Board may require the owner of the Lot to maintain such trees, hedges, vines or additional landscaping as it determines in its sole discretion. Should the Board determine to assess an owner for the maintenance of such trees, hedges, vines or additional landscaping, such assessment is not a Common Expense as herein defined, provided however, the then provisions as set forth in this Declaration for Common Expenses shall also mean this assessment to the owner of the Lot.

B. Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system, together with irrigation pumps, such system to be constructed over, through and upon all of the Lots and Common Areas in the Property, accordingly there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all of said Lots, the cost of which is hereby declared to be a common expense of the Association. The owners of Improved Lots in the Subdivision shall be liable to the Association for their assessed share, as hereinafter set forth of such Common Expense including the cost of water distributed by the system on their respective Lots if any. In order to maintain uniformity in the maintenance and care of the grass, the Board shall have the right to determine the time and frequency that watering shall be performed.

C. Maintenance Obligation of Lot Owners. Each Lot owner shall maintain in good condition and repair the interior and exterior of his dwelling (including, without limitation, walls, paint on walls, windows, doors, shutters, roofs, downspouts) and the party walls shared with other owners and shall keep same in good, safe, clean, neat and attractive condition. In the event the Lot Owner fails to keep the premises in said condition, the Declarant, its successors or assigns, or the Association or assigns shall have the right to mail a fifteen-day written notice to the property address or the last known address of the Lot Owner,



advising the Lot Owner of failure to comply with the above provisions. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said notice shall give the Declarant, its successors or assigns or the Association, the right but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The Declarant, its successors and assigns or the Association shall have the further right to assess the Lot Owner for the full cost of any services or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

7. **ASSESSMENTS.** Assessments for the payment of all common expenses shall be made for the calendar year annually in advance, on December 1, preceding the year for which the assessments are made. All Common Expenses, except for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed equally to the Improved Lots.

Common Expenses for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed to the respective Lots in the following manner:

The 24 lots to be improved with townhouse units - .0057737%.  
 The 76 lots to be improved with cluster homes - .011068%.  
 The 2 lots to be improved with patio homes - .0101316%.

Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot Owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Association and the Board of Directors may apportion the increase and the annual assessment over the remaining monthly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.

The Declarant for each Improved Lot owned by it and each owner of any Improved Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made.

Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the due date at the rate of ten (10) percent per annum, and the Declarant, its successors or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lienholder without waiving the liens securing the same. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such a lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

**8. ADDITIONAL ASSESSMENTS.** The Association may upon the recommendation of the Board and 75% vote or written approval of the members, assess the members for such additional purposes as are set forth in the Association's Articles of Incorporation.

**9. COMMON AREAS.** The owner of each Improved Lot is hereby made liable to the Association for its assessed share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Common Areas and for other common expenses provided for herein. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Common Areas.

**10. IMPROVEMENTS TO COMMON AREAS.**

Declarant plans to improve Tracts S-2 through S-6 inclusive by the construction thereon of paved streets.

Declarant plans to improve Tract S-7 by landscaping same.

Declarant may make such additional improvements to Tracts S-2 through S-7 as it in its sole discretion, may elect.

On December 31, 1982 or when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, whichever event first occurs, Declarant shall convey the common areas as improved to the Association, free and clear of liens and encumbrances and subject only to the terms and provisions of this Declaration. No consideration shall be payable in connection with said conveyance and the Association agrees to accept same.

11. OWNERS EASEMENTS AND ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas, as elsewhere defined herein; such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject however, to the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

12. COMMON AREAS - USE. The common areas are to be used solely as private streets and open space pursuant to reasonable rules and regulations promulgated from time to time by the Board of Directors which rules and regulations shall be uniformly applicable to all members.

13. IMPROVED LOT TO REMAIN SOCLASSIFIED. Once a Lot has become an Improved Lot as herein defined, it shall remain so classified and shall be subject to the obligations and liens as set forth in these restrictions as long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

14. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the property in the Subdivision has been platted and the structures to be located thereon designed primarily for the comfort, convenience and accommodation of retired persons, the use of all Lots in the Subdivision is hereby limited to permanent residents sixteen (16) years of age or older. Permanent residents means and shall refer to all persons who occupy dwelling units for more than six (6) weeks in any calendar year. Declarant or the Association shall have the right to promulgate from time to time reasonable rules and regulations governing the visitation and temporary residence of persons under the age of 18.

Lot owners, by the acceptance of the deed to their respective lots in Cypress Lakes Plat No. 2 will have agreed that the foregoing provision is reasonable and necessary in order to promote the health, happiness and peace of mind of the majority of the lot owners in that such lot owners consist principally of middle age to elderly persons whose children, if any, are generally older than age sixteen (16) and who have no further desire to beget and bear children.

15. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described Lots; however, notwithstanding this restriction the Declarant and its assigns shall not be prohibited from operating a sales model or office on the described Lots.

16. LAWNS, LANDSCAPING, FENCES, WALLS, HEDGES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS AND COLOR OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO WALLS AND ROOFS. All portions of a Lot not occupied by a building or other permanent structure shall be grassed and kept as a lawn. No trees, shrubbery, or other forms of landscaping except that initially installed by Declarant, shall be installed or maintained unless the same shall have first been approved in writing by the Board. The Board may arbitrarily withhold such approval. No walls, fences or hedges except those initially installed by Declarant, shall be permitted anywhere within the Subdivision except as approved in writing by the Board, which approval may be arbitrarily withheld. No outdoor clothes drying activities shall be conducted on any of the Lots. All garbage and trash containers and oil and gas tanks must be placed underground or in enclosed areas as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lots where express prior written approval of the size, shape, content, and location thereof has not been obtained from the Board, which approval may be arbitrarily withheld.

Notwithstanding the foregoing, the Declarant shall have the right to place such signs upon the subject property as Declarant deems necessary and proper in its sole discretion in connection with the sale by Declarant of Lots and Improved Lots within the Subdivision including resales of the same. Unless prior written approval has been obtained from the Board and the Declarant, no exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described property. The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited. The parking or storage of boats and trailers, trucks in excess of one-half ton rated capacity, commercial vehicles, motor homes, campers and travel or other trailers upon any of the foregoing described property is prohibited. No hurricane and storm shutters shall be installed unless the same be of a type approved by the Board. The exterior color of all buildings and improvements upon all lots, including the roofs, shall remain the color initially designated and determined upon the construction of said improvement, provided however said color may be changed by an owner with the prior written approval of the Board being first had and obtained. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval by the Board, which approval shall be granted or withheld at their sole discretion.

17. PETS. No more than one (1) dog or cat pet shall be permitted to be kept on an Improved Lot; provided that dog varieties which when fully matured, normally weigh in excess of twenty (20) pounds, may not be kept. All pets shall be kept on a leash when outside the unit. If any pet becomes a nuisance as determined solely by the Board of Directors, the owner of such pet covenants and agrees to dispose of said pet within ten (10) days after written notice from the Board. No pet shall be kept or raised for commercial purposes.

18. ARCHITECTURAL CONTROL. Nothing shall be constructed or installed or changed or modified, altered, or added to on a Lot, including but not limited to the landscaping thereof, without first obtaining the written approval of the Board as more particularly provided in this Declaration. The Board shall require plans and specifications showing the nature, kind, shape, height, materials, colors, type of landscaping and location of what the lot owner proposes to do and same shall have been submitted and approved in writing by the Board before construction or installment, etc., is commenced. In the event the Board fails to approve or disapprove, within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Board of Directors may, as to the matters contained in paragraphs 5, 6 and 18, which require Board approval, delegate the functions of the Board to a Committee to be known as the Architectural Control Committee which shall be composed of three (3) or more representatives appointed by the Board or the Board may act as said Committee.

19. RULES AND REGULATIONS. The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Areas and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided however, the copies of such rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

20. **PARTY WALLS.** The rights and duties of Lot Owners with respect to party walls shall be governed by the following:

- A. Each wall which is constructed as a part of the original construction, any part of which is placed on a dividing line between separate Lots, or otherwise divides portions of separate town-houses, one from the other, shall constitute a party wall, and with respect to such wall, each of the adjoining lot owners shall assume the burdens, and be subject to an easement for that portion of a party wall within his unit, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.
- B. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly. The cost shall be shared equally by the adjoining Lot Owners.
- C. If any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.
- D. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.
- E. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.
- F. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of such Board of Directors shall be final and conclusive upon the parties.

The rights and duties of Lot Owners with respect to fences initially installed by Declarant on a Lot line common to two lots shall be governed by the following:

A through F, inclusive above.

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21. DECLARANT'S GUARANTY. Declarant, its successors and assigns, hereby guarantees that the regular annual assessment for each Improved Lot for one (1) year from the date of the conveyance of the first Lot from Declarant to a Purchaser, shall be in the maximum amount of the assessment per Improved Lot as determined by the Board of Directors in the first annual budget adopted by said Board as to the Improved Lots. During the period of said guaranty, the Declarant, its successors or assigns, shall pay the amount of the expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots and during said period, the Declarant shall not be required to pay any specific sum for its share of expenses as to any Lot owned by it, provided, however said Declarant, its successors and assigns, shall pay the deficit during that period. During the period of said guaranty, each Improved Lot not owned by the Declarant shall pay the annual regular assessment in the amount determined by the Board of Directors for the first year in accordance with the terms of this Declaration.

22. RIGHT TO DECLARANT. Notwithstanding any provisions in this Declaration to the contrary, the Declarant shall have the right, with respect to the development of the property to construct units and other improvements on the Lots without obtaining the approval of the Board of Directors of the Association or the architectural control committee, provided however that same complies with the minimum applicable building standards and zoning laws of Palm Beach County, Florida.

23. EASEMENTS. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the Subdivision Plat. Declarant reserves the right to such additional easements in the property as may be needed in connection with the servicing of the Lots or adjoining property owned by Declarant with the same or other services. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the direction of flow of water through drainage channels or swales in the easements.

24. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. The lien of any type assessment provided for in this Declaration shall be superior to all other liens, except tax liens and institutional first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefore; however, the sale or transfer of such Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish such assessments as to payments which became due and payable prior to the date of such sale or transfer. Such sale or transfer shall not relieve such Lot from such liability or any assessment thereafter become due, nor from the Lien from any subsequent assessment.

25. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each until an instrument signed by the then owners of two-thirds of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part.

26. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

27. ENFORCEMENT. The Declarant, the Association or any Lot Owner shall have the right to enforce these Covenants and Restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants or Restrictions or to recover damages and against the land to enforce any lien created by these Covenants; and failure by the Association, the Declarant, or any Lot Owner to enforce any Covenant or Restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or enforce any lien created by these Covenants and Restrictions the prevailing party in said litigation shall be entitled to recover court costs and a reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any Appellate proceeding.

28. AMENDMENTS. This Declaration may be amended at any time by an instrument signed by not less than sixty (60%) per cent of the Lot Owners. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing provisions of this paragraph, this Declaration may only be amended with the written consent of the Declarant until the 31st day of December, 1982, unless said requirement is terminated in writing by the Declarant prior thereto.

29. MASTER ASSOCIATION. Cypress Lakes Plat No. 2 is located within Cypress Lakes Planned Unit Development. Declarant, in addition to the development of Cypress Lakes Plat No. 2, plans to develop all of the property in Cypress Lakes P. U. D. in accordance with the Master Plan therefor as same is from time to time revised and/or amended, and Declarant in order to insure that the Master Common Areas as defined herein will continue to be maintained in a manner that would contribute to the comfort and enjoyment of all Lot Owners in Cypress Lakes Planned Unit Development including the Lot Owners of lots in Cypress Lakes Plat No. 2 and to provide for other matters of concern to all of said owners, has organized a non-profit corporation known as Cypress Lakes Master Homeowners Association, Inc., a Florida non-profit corporation (herein "Master Association.") Lot owners of lots in Cypress Lakes Plat No. 2, by the acceptance of their respective deeds will have covenanted and agreed to become a member of the Master Association and shall be subject to the terms and provisions of the Master Declaration of Covenants, Conditions and Restrictions relating to Cypress Lakes Planned Unit Development as defined in paragraph 1-K hereof (herein "Master Declaration").

30. PLAT VACATION. The Plat of Cypress Lakes Plat No. 2 referred to herein may not be vacated in whole or in part unless the entire plat is vacated.

31. UNIT RECONSTRUCTION. In the event that a unit constructed by Declarant on an improved lot is destroyed or removed by or for any cause, if replaced, shall be replaced with a unit of at least similar size and type, however, not exceeding the dimensions of the destroyed or removed unit.

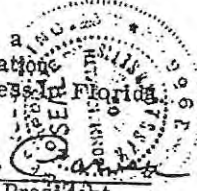
IN WITNESS WHEREOF, the Declarant hereof has caused this instrument to be executed this 25th day of June, A. D. 1979.

Witnesses:

Frank Cicione  
Rita Terris

CAMPANELLI, INC., a  
Massachusetts corporation  
authorized to do business in Florida

By: John R. Carver  
Vice President



THE UNDERSIGNED hereby joins in this Declaration for the purposes therein stated.

Witnesses:

John R. Carver  
Rita Terris  
John R. Carver  
Rita Terris

CYPRESS LAKES HOMEOWNERS  
ASSOCIATION II, INC.

By: Russell Campanelli  
President



Attest: Frank Cicione  
Secretary

STATE OF FLORIDA )  
                                  : ss  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this 25th day of June, A. D. 1979 before me personally appeared John R. Carver as Vice President of CAMPANELLI, INC., a Massachusetts corporation authorized to do business in Florida, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Dania, in the County of Broward and State of Florida, the day and year last aforesaid.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 17 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

Alexander R. ...  
Notary Public - State of  
Florida



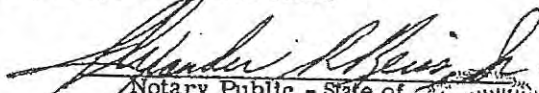
OFF REC 3095 PG 0553



STATE OF FLORIDA )  
 : ss  
COUNTY OF )

I HEREBY CERTIFY that on this 25th day of June,  
A. D. 1979, before me personally appeared Russell Campanelli  
and Frank Cicione as President and Secretary respectively of  
CYPRESS LAKES HOMEOWNERS ASSOCIATION II, INC., a non-profit  
corporation under the laws of the State of Florida, to me well known  
to be the persons who signed the foregoing instrument as such officers and  
acknowledged the execution thereof to be their free act and deed as such  
officers for the uses and purposes therein mentioned and that the said  
instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Hallandale, the County of  
Broward and State of Florida, the day and year last aforesaid.

  
Notary Public - State of  
Florida



My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 17 1982  
~~BONDED TO THE GENERAL PUBLIC - UNCORRECTED~~

ARTICLES OF INCORPORATION

OF

CYPRESS LAKES HOMEOWNERS ASSOCIATION II, INC.

1. NAME

The name of the Corporation is CYPRESS LAKES HOMEOWNERS ASSOCIATION II, INC., (herein the "Association").

2. PURPOSES

The Corporation is organized as a Corporation not for profit under the provisions of Chapter 617 of the Florida Statutes. The purposes for which the Corporation is organized are:

A. To provide an entity responsible for the operation of a Subdivision in Palm Beach County, Florida known as CYPRESS LAKES PLAT NO. 2, hereinafter referred to as "Subdivision".

B. To enforce, through appropriate legal means, the Declaration of Covenants, Conditions and Restrictions relating to the Subdivision.

C. To ensure that the lands in the Subdivision shall remain an area of high standards containing townhouses, cluster homes and patio home dwelling units, improvements and facilities designed primarily for the comfort, convenience and accommodation of its residents.

D. To operate, maintain and control the Common Areas consisting of private streets and certain open space.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such building structures, landscaping, paving, street lighting and equipment, both real and personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors by majority vote determines necessary and appropriate and/or convenient, and which seventy-five (75%) per cent of the members approve, either by vote at a meeting duly called or in writing.

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION.

The members of this Corporation shall constitute all of the record owners of Lots in the Subdivision. Changes of membership in this Corporation shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Lot and 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 a prior owner of such Lot shall thereby be terminated. Where any one Lot in the Subdivision 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 Lot shall be as many members as the number of said Lots owned.

4. VOTING RIGHTS

The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all those members as defined in Section 3 with the exception of the Declarant, CAMPANELLI, INC. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one persons owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, CAMPANELLI INC. The Class B members shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on December 31, 1982.

Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

5. TERM

The existence of the Corporation shall be perpetual.

6. NAMES AND RESIDENCES OF SUBSCRIBERS

RUSSELL CAMPANELLI	2717 N. E. 29th Court Ft. Lauderdale, Florida
CONSTANTINO CICIONE	3601 N. E. 24th Avenue Ft. Lauderdale, Florida
FRANK CICIONE	3633 N. E. 24th Avenue Ft. Lauderdale, Florida

7. DIRECTORS AND OFFICERS

The affairs of the Corporation 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 12 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 any such Agreements by setting forth the same in the Declaration of Restrictions for the Subdivision 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.

8. NAMES OF OFFICERS

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

RUSSELL CAMPANELLI  
CONSTANTINO CICIONE  
FRANK CICIONE

PRESIDENT - DIRECTOR  
VICE PRESIDENT - DIRECTOR  
SECRETARY TREASURER -  
DIRECTOR

9. BOARD OF DIRECTORS

The Board of Directors shall consist of not less than three (3), nor more than nine (9) persons initially; the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

RUSSELL CAMPANELLI

2717 N. E. 29th Court  
Ft. Lauderdale, Florida

CONSTANTINO CICIONE

3601 N. E. 24th Avenue  
Ft. Lauderdale, Florida

FRANK CICIONE

3633 N. E. 24th Avenue  
Ft. Lauderdale, Florida

10. BY-LAWS

The original By-Laws are to be made by the Board of Directors. The same may thereafter be amended only with the approval of sixty (60%) per cent of all the Directors and not less than seventy-five (75%) per cent of the members of the Association.

11. 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 (75%) percent of the members of the Association.

12. POWER

The Corporation shall have all of the following powers:

A. All of the powers set forth and described in Section 617.021 of the Florida Statutes.

B. 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 Subdivision intended to provide for the enjoyment, recreation, or other use of benefit of the Unit Owners.

C. To contract with a third party for the management of the Subdivision 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.

D. To operate and manage the Subdivision in accordance with the sense, meaning, direction, purpose and intent of the Declaration of Restrictions 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 of Restrictions and/or By-Laws.

E. To promulgate rules and regulations concerning the use of the Lots, streets, Common Areas, and facilities in the Subdivision.

F. To fix assessments to be levied against the Lots to defray expenses and costs of effectuating the purposes and objects of the Association and to create reasonable reserves for such expenditures.

G. To charge recipients for services rendered by the Association and the user for use of Association property where it is deemed appropriate by the Board of Directors of the Association.

H. To pay taxes, insurance and other charges, if any, on or against the Common Areas.

I. To exercise all of the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions that may from time to time be filed with respect to the Subdivision, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned.

13. 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.

14. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 2500 East Hallandale Beach Boulevard, Penthouse I, Hallandale, Florida, 33009, and the name of the initial registered agent of this Corporation is S. LEE CROUCH, whose address is the same as that of the registered office.

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 15th day of June, A. D. 1979.

Signed, sealed and delivered  
in the presence of:

John D. Cowan

Russell Campanelli  
RUSSELL CAMPANELLI

Nita Ferris

Constantino Cicone  
CONSTANTINO CICIONE

Frank Cicone  
FRANK CICIONE

STATE OF FLORIDA )  
                          ) : ss  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared  
RUSSELL CAMPANELLI, CONSTANTINO CICIONE, and FRANK CICIONE  
and acknowledged before me that they executed the above and foregoing Articles  
of Incorporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal at Hallandale, said County and State this 25 day of June, 1979.

Alexander B. Bink  
Notary Public - State of  
Florida

My commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 17 1982  
BONDED THROUGH GENERAL INS. UNDERWRITERS

**ACCEPTANCE BY REGISTERED AGENT**  
Having been designated registered agent in the foregoing Articles of  
Incorporation, I hereby accept such designation and agree to act in the  
capacity of the corporation's registered agent.

S. Lee Crouch  
S. LEE CROUCH

Sworn to and subscribed before me this 25th day of June,  
A. D. 1979.

OFF REC 3095 PG 0559

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 17 1982  
BONDED THROUGH GENERAL INS. UNDERWRITERS

Charles A. Croucher  
Notary Public - State of  
Florida

BY-LAWS

OF

CYPRESS LAKES HOMEOWNERS ASSOCIATION II, INC.

1. IDENTITY

The name of the corporation is CYPRESS LAKES HOMEOWNERS ASSOCIATION II, INC., hereinafter referred to as "Association", a corporation not for profit organized under the laws of the State of Florida.

The principal office of the corporation shall be located at 2500 East Hallandale Beach Boulevard, Hallandale, Florida, 33009, but the meeting of members and directors may be held at such places within the State of Florida, county of Broward or Palm Beach, as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

2. DEFINITIONS

All words, phrases, names and/or terms used in these By-Laws shall have the same meaning and be defined and used the same as they are in the Declaration of Covenants, Conditions and Restrictions relating to CYPRESS LAKES PLAT NO. 2, (herein "Declaration"), and the Articles of Incorporation of the Association.

3. MEETING OF MEMBERS

A. Annual Meetings: The first annual meeting of the Members shall be held on or before one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at such time and place as might be determined by the Board of Directors. If the day for an annual meeting is a legal holiday, the meeting will be held the first day following which is not a legal holiday.

B. Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors of the Association ("Board") or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of both Class A or Class B membership.

C. Notice of Meetings: Written notices of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

D. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty percent (50%) plus one (1) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Declaration or the By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from

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Exhibit II

time to time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

E. Voting: At any meeting of members, the Owners of Units shall be entitled to cast such votes to which they might be entitled as defined in the Articles of Incorporation of the Association. Class A and Class B members shall be as defined in the Articles of Incorporation of the Association.

F. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

G. Order of Business: The order of business at annual members meetings, and as far as practical at other meetings, shall be:

Calling of the role and certifying of proxies;

Proof of notice of meetings;

Reading of Minutes;

Report of Officers;

Appointment of Chairman of Inspection of Election;

Election of Directors;

Unfinished Business;

New Business;

Adjournment.

4. DIRECTORS

A. Selection; Number; Term: The affairs of this Association shall be managed by a Board from three (3) to nine (9) Directors, who shall be members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the initial Board of Directors shall be comprised of three (3) persons. The names and address of the persons who shall serve as Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Russell Campanelli	2717 N. E. 29th Court Ft. Lauderdale, Florida
Constantino Cicione	3801 N. E. 24th Avenue Ft. Lauderdale, Florida
Frank Cicione	3833 N. E. 24th Avenue Ft. Lauderdale, Florida

The initial Board herein designated shall serve until the first annual membership meeting, after the Class A membership exceeds that of the Class B



membership vote, at which time the members shall elect three (3) Directors for a term of one (1) years, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect one third (1/3) of the Directors for a term of three (3) year s. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant, and should said membership resign from the Board, he will be replaced by the Declarant.

**B. Removal:** Any Director, except the original Directors, or the Director appointed by Declarant in accordance with the above section, may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

**C. Compensation:** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**D. Action Without Meeting:** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

#### 5. NOMINATION AND ELECTION OF DIRECTORS.

**A. Nomination:** Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

**B. Election:** Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### 6. MEETING OF DIRECTORS.

**A. Regular Meetings:** Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

**B. Special Meetings:** Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**C. Organizational Meetings:** The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

**D. Quorum:** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**E. Waiver of Notice:** Any Director may waive notice of a meeting before or after the meeting, and shall be deemed equivalent to the giving of notice.

**F. Joinder in Minutes:** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

**G. Presiding Officer:** The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

**H. Order of Business:** The order of business at Directors' meetings shall be:

- Calling of role;
- Proof of notice of meeting;
- Reading of minutes;
- Report of Officers and Committees;
- Election of Officers;
- Unfinished Business;
- New Business;
- Adjournment.

**7. POWER AND DUTIES OF THE BOARD OF DIRECTORS**

**A. Powers:** The Board shall have the power to: (a) Adopt and publish rules and regulations governing the use and improvement of the lots, streets, Common Areas and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; (b) Suspend the voting rights of a Member during any period in which such member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles or the Declaration; (d) Declare the office of a member of the Board to be vacant in the event such member

shall be absent from three (3) consecutive meetings of the Board of Directors; provided, however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence of said meeting; (e) Employ such employees as they deem necessary and prescribe their duties; and (f) Exercise such other powers as given by Florida Statutes and not in conflict therewith.

B. Duties: It shall be the duty of the Board to: (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at an annual meeting of the members; (b) Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed; (c) As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and,

3. Foreclose the lien against any Unit for which assessments are not paid and/or bring an action at law against the owner personally obligated to pay the same; (d) Issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; (g) Cause the Common Areas to be maintained.

8. OFFICERS AND THEIR DUTIES.

A. Enumeration of Officers: The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board; a secretary and a treasurer, and such other officers as the Board may from time to time, by resolution, create.

B. Election of Officers: The election of Officers shall take place at the first meeting of the Board following each annual meeting of the members.

C. Term: The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign; or shall be removed, or otherwise be disqualified to serve.

D. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. Multiple Officers: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Subparagraph (d) of this section.

H. Compensation: Compensation of all officers and employees of the Association shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

I. Duties: The duties of the officers are as follows:

President The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers requiring such seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as required by the Board.

Treasurer The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

9. COMMITTEES.

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

10. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

11. ASSESSMENTS.

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the Assessment is made. Any assessments which are not paid when due and payable shall be delinquent, and the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees, and costs and attorneys' fees on appeal, incurred in any such actions shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein for any reason.

12. AMENDMENTS.

A. These By-Laws may be amended at a regular meeting of the Members by a vote of sixty (60%) percent of the members voting in person or by proxy.

B. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

C. Provided further, however, that so long as the Declarant owns any Units which are being held for sale in the ordinary course of business, and notwithstanding the fact that Class B membership may have ceased to exist, no amendment may:

1. Interfere with the Declarant's efforts to sell those Units owned by it;
2. Remove the Declarant's right to appoint at least one (1) member to the Board of Directors;
3. Assess the Declarant for capital improvements without his prior written consent.

13. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

14. FISCAL YEAR.

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of  
CYPRESS LAKES HOMEOWNERS ASSOCIATION II, INC., have hereunto  
set our hands, this 9th day of July, A. D. 1979.

In the presence of:

John A. Ciora

Russell Campanelli  
RUSSELL CAMPANELLI

Rita Ferris

Constantino Cicone  
CONSTANTINO CICIONE

Frank Cicone  
FRANK CICIONE

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and  
acting Secretary of CYPRESS LAKES HOMEOWNERS ASSOCIATION II, INC.,  
a Florida corporation not for profit, and that the foregoing By-Laws  
constitute the original By-Laws of said Association, as duly adopted at  
a meeting of the Board of Directors thereof, held on the 9th day of  
July, A. D. 1979.

Frank Cicone  
Secretary



OFF REC 3095 PG 0567

Sheet 1 of 4  
Exhibit III

# A PLANNED UNIT DEVELOPMENT IN CYPRESS LAKES CYPRESS LAKES PLAT NO. 2

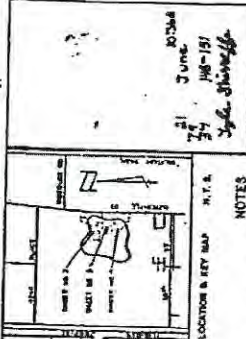
BEING A SUBDIVISION OF LAND IN THE EAST HALF (E1/2) OF  
SECTION 14, T-43S, R-42E,  
PALM BEACH COUNTY, FLORIDA

IN FOUR SHEETS - SHEET NO. ONE

- DESCRIPTION**
1. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  2. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  3. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  4. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  5. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  6. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  7. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  8. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  9. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  10. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  11. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  12. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  13. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  14. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  15. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  16. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  17. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  18. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  19. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  20. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  21. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  22. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  23. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  24. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  25. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  26. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  27. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  28. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  29. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...
  30. Being the portion of land shown in the map of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, which is more particularly described as follows: ...

**RECORDER'S MEMO: Legibility of Writing, Typing or Printing un satisfactory in this document when received.**

OFF REC 3095 PG 0568



**NOTES**

1. Existing utility easels are in the northern of the Florida...
2. Proposed easements are shown in the northern of the Florida...
3. Easements are shown in the northern of the Florida...
4. Easements are shown in the northern of the Florida...
5. Easements are shown in the northern of the Florida...
6. Easements are shown in the northern of the Florida...
7. Easements are shown in the northern of the Florida...
8. Easements are shown in the northern of the Florida...
9. Easements are shown in the northern of the Florida...
10. Easements are shown in the northern of the Florida...

**TITLE CERTIFICATION**

STATE OF FLORIDA

County of Palm Beach

NOTARY PUBLIC

My commission expires on 12/31/06

Witness my hand and official seal this 12th day of July, 2006.

**MORTGAGEE'S CONSENT**

STATE OF FLORIDA

County of Palm Beach

NOTARY PUBLIC

My commission expires on 12/31/06

Witness my hand and official seal this 12th day of July, 2006.

**DEEDICATION**

STATE OF FLORIDA

County of Palm Beach

NOTARY PUBLIC

My commission expires on 12/31/06

Witness my hand and official seal this 12th day of July, 2006.

**SURVEYOR'S CERTIFICATION**

STATE OF FLORIDA

County of Palm Beach

NOTARY PUBLIC

My commission expires on 12/31/06

Witness my hand and official seal this 12th day of July, 2006.

**COUNTY APPROVALS**

STATE OF FLORIDA

County of Palm Beach

NOTARY PUBLIC

My commission expires on 12/31/06

Witness my hand and official seal this 12th day of July, 2006.

**CYPRESS LAKES PLAT NO. 2**

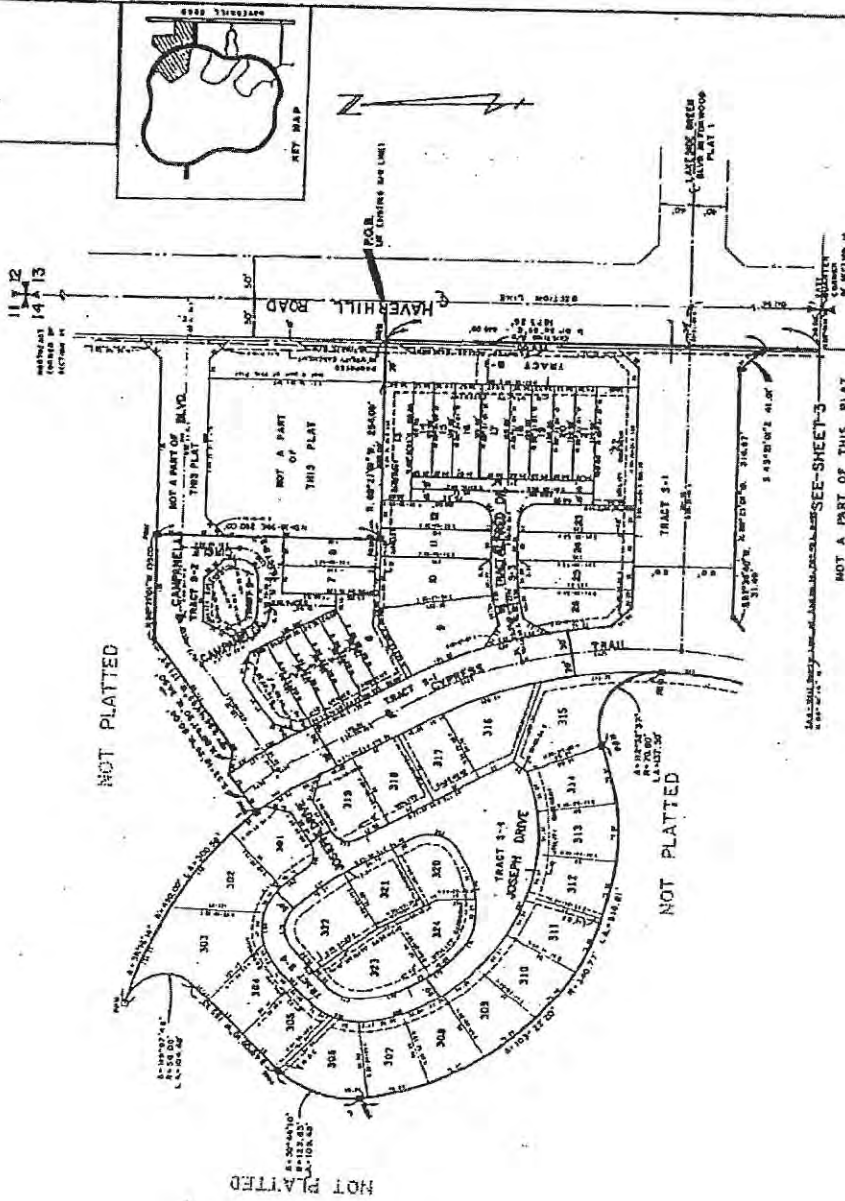
Sheet 1 of 4

177-91

Exhibit III  
Sheet 2 of 4

149

A PLANNED UNIT DEVELOPMENT IN CYPRESS LAKES  
CYPRESS LAKES PLAT NO.2  
IN FOUR SHEETS, SHEET NO.2



CYPRESS LAKES  
PLAT NO.2  
Sheet 2 of 4 Sheets

OWNER	FOURNEY ASSOCIATES, L.P.
PREPARED BY	FOURNEY ASSOCIATES, L.P.
DATE	11/12/00
SCALE	AS SHOWN
SECTION	SECTION 14
TOWNSHIP	TOWNSHIP 14N
RANGE	RANGE 13E

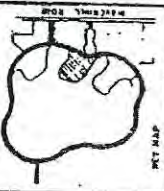
[REDACTED]

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
satisfactory in this document  
when received.

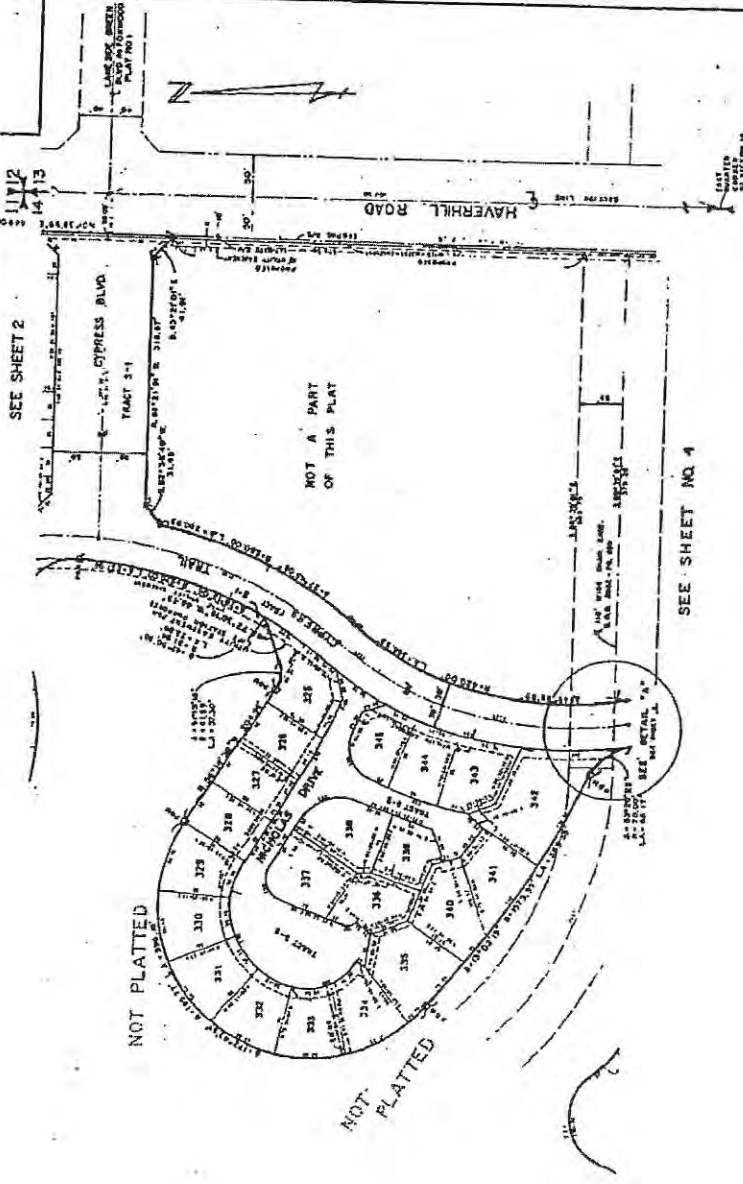


Exhibit III  
Sheet 3 of 4

150



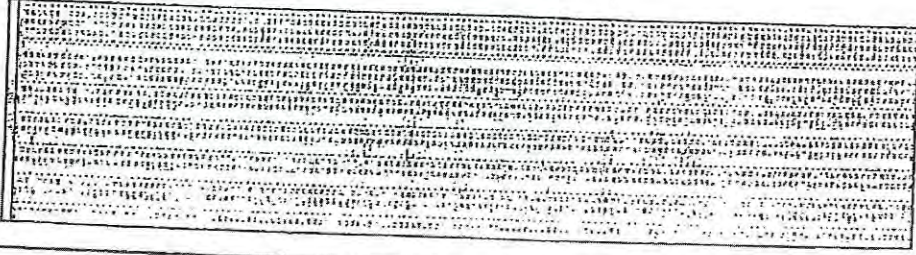
A PLANNED UNIT DEVELOPMENT IN CYPRESS LAKES  
CYPRESS LAKES PLAT NO. 2  
IN FOUR SHEETS, SHEET NO. 3



FLORIDA SUBDIVISIONS & ERECTORS, INC.

DATE OF RECORDATION	07/19/2006
BOOK	177-91
PAGE	177-91
FILE NO.	
PROJECT NO.	
PLAT NO.	
SHEET NO.	
TOTAL SHEETS	

CYPRESS LAKES  
PLAT NO. 2  
Sheet 3 of 4 Sheets

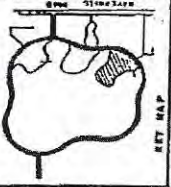


RECORDER'S MEMO: Legibility of Writing, Typing or Printing satisfactory in this document when received.

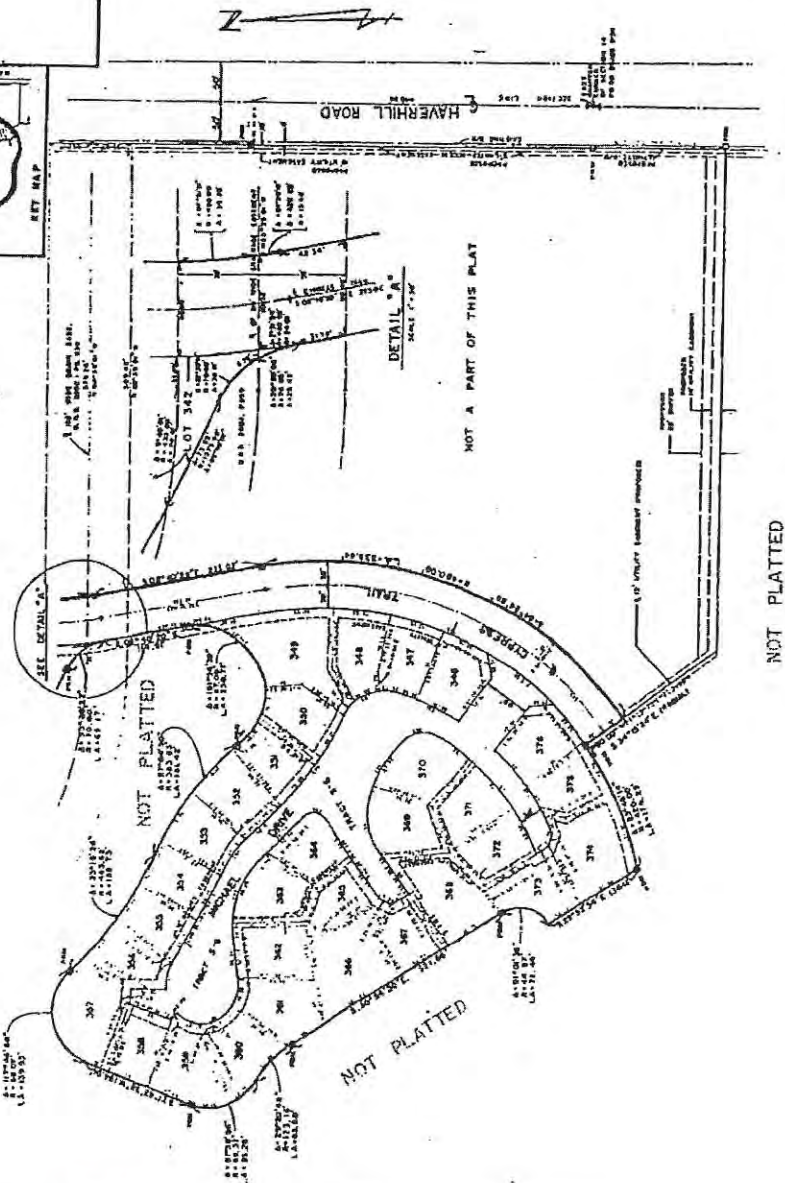
OFF REC 3095 PG 0570

Sheet 4 of 4  
Exhibit III

151



A PLANNED UNIT DEVELOPMENT IN CYPRESS LAKES  
CYPRESS LAKES PLAT NO. 2  
IN FOUR SHEETS, SHEET NO. 4



FLORIDA REGISTERED PROFESSIONAL ENGINEER	
No. 177-91	
Sheet 4 of 4 Sheet	
CYPRESS LAKES PLAT NO. 2	
DATE: 07/19/2000	
PROJECT: CYPRESS LAKES PLAT NO. 2	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
SCALE: AS SHOWN	

[Large area of illegible text, likely a title block or legend]

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unmanufactured in this document when received.

OFF REC 3095 PG 0571

Record Verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clark Circuit Court

DECLARATION ESTABLISHING PARTY WALL

THIS DECLARATION, made this 6<sup>th</sup> day of JUNE, 1979, by CAMPANELLI, INC.

WITNESSETH:

WHEREAS, Declarant, Campanelli, Inc., is the owner in fee simple of the properties described in Schedule "A" and Schedule "B" and hereinafter called lot 11 and lot 12 respectively; and

WHEREAS, a CBS residential structure is located on lot 11, and a CBS residential structure is located on lot 12; and

WHEREAS, each such structure is designed to be occupied solely by single families living independently of each other; and

WHEREAS, the East wall of the structure located on lot 11 and the West wall of the structure located on lot 12 form a common wall and boundary between lots 11 and 12; and

WHEREAS, Declarant is desirous of declaring the above-described common wall to be a party wall; and

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the owners, including their heirs, assigns, successors, and grantees, of the above-described lots pertaining to said party wall; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared:

1. The common wall shared by the residential structures shall be a party wall for the owners, successors and grantees of both residential structures.

2. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willfull misconduct of a lot owner, the lot owners shall, at their joint expense, repair and rebuild said wall, and each lot owner shall have the right to full use as herein contained of said wall repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall, such expense shall be shared equally by the owner of the adjoining structure or his successor in title. Whenever such wall or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) lot owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a lot owner shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, the other lot

79 116956  
579 JUL -5 AM 10:49

(66)

PREPARED BY:  
Steven T. Samliljon  
SUITE 201 TRI-PLAZA COMPLEX  
2300 PALM BEACH LAKES BLVD.  
W. PALM BEACH, FLA. 33409

RETURN TO:  
Steven T. Samliljon  
SUITE 201 TRI-PLAZA COMPLEX  
2300 PALM BEACH LAKES BLVD.  
W. PALM BEACH, FLA. 33409

owner may have such wall repaired or reconstructed and shall be entitled to a lien on the lot of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost plus the amount of damages, if any, together with a reasonable attorney's fee incurred. If an owner shall give, or shall have given, a mortgage or mortgages upon his lot, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the lot owner. Any lot owner removing his improvements from the party wall or making use of the party wall shall do so in such manner as to preserve all rights of the adjacent lot owner in the wall and shall save the adjacent lot owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent lot shall not be deemed a trespass as long as the repairs and reconstruction shall be done in an expedient and workmanlike manner, consent being hereby given to enter on the adjacent lot to effect necessary repairs and reconstruction.

3. The owner of either lot sharing a party wall with the adjoining lot shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of either such lot shall have the right to the full use of said party wall for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the lot owner of the adjoining lot or his enjoyment of said wall in any manner or in any manner impair the value of said wall.

5. Said common wall is to be and remain a party wall for the perpetual use and benefit of the respective lot owners thereof, their heirs, assigns, successor and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon either of the lots described in Schedule "A" and "B", this Agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee(s), and acquisition of one lot owner's property by the other lot owner shall not operate to render this Agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

IN WITNESS WHEREOF, we have caused these presents to be executed and our seals to be affixed thereto all as of the day and year first above mentioned.

CAMPANELLI, INC.,  
a Massachusetts corporation

By: *[Signature]*

(CORPORATE SEAL)

SCHEDULE "A"

DESCRIPTION OF CYPRESS LAKES  
MODEL LOT NO. 11

A certain 0.1116 acre parcel of land lying in the Northeast Quarter of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

From the quarter corner in the East line of said Section 14, run (bearings cited herein are in a meridian assuming North 01°38'59" East along the East line of the said Northeast Quarter of Section 14) North 01°38'59" East, running along the said East line of the Northeast Quarter of Section 14, 1,537.96 feet; thence North 88°21'01" West, along a line at right angles to the last described course, 290.00 feet to the POINT OF BEGINNING of the herein described parcel of land; and from said POINT OF BEGINNING run, by the following numbered courses:

1. North 88°21'01" West, 36.00 feet; thence . . .
2. North 01°38'59" East, 135.00 feet; thence . . .
3. South 88°21'01" East, 36.00 feet; thence . . .
4. South 01°38'59" West, 135.00 feet to the POINT OF BEGINNING.

CONTAINING 0.1116 acres, more or less.

SUBJECT TO rights of way, easements and/or reservations of record, if any.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

OFF REC 3092 PG 0254

SCHEDULE "B"

MODEL LOT NO. 12

A certain 0.1085 acre parcel of land lying in the Northeast Quarter of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

From the quarter corner in the East line of said Section 14, run (bearing cited herein are in a meridian assuming North 01°38'59" East along the East line of the Northeast Quarter of said Section 14) North 01°38'59" East, running along the said East line of the Northeast Quarter of Section 14, 1,562.96 feet; thence North 88°21'01" West, running along a line at right angles to the last described course, 254.00 feet to the POINT OF BEGINNING of the herein described parcel of land; and from said POINT OF BEGINNING run, by the following numbered courses:

1. Southwesterly, running along the arc of a 25.00 radius curve, concave Northwesterly, having a central angle of 90°00'00" and whose 35.35 foot long chord bears South 46°38'59" West, an arc distance of 39.27 feet; thence. . .
2. North 88°21'01" West, 11.00 feet; thence. . .
3. North 01°38'59" East, 135.00 feet; thence. . .
4. South 88°21'01" East, 36.00 feet; thence. . .
5. South 01°38'59" West, 110.00 feet, more or less, to the POINT OF BEGINNING.

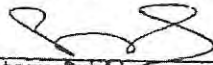
CONTAINING 0.1085 acres, more or less.

SUBJECT TO rights of way, easements and/or reservations of record, if any.

STATE OF FLORIDA        )  
                                  )    ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared CONSTANTINO CICIONE, well known to me to be the Vice President of CAMPANELLI, INC., and that he acknowledged executing the within instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6<sup>th</sup> day of JUNE, 1979.



Notary Public

My Commission Expires: 9-12-81



OFF REC 3092 PG 0256

Record Verified  
John B. Bunkle  
Notary Public  
State of Florida

S. LEE  
CROUCH & COMPANY  
Penthouse I  
2500 East  
Hallandale

AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
RELATING TO CYPRESS LAKES PLANNED UNIT DEVELOPMENT

81 099582

59 JUN -5 AM 9 49

WE, the undersigned, the duly elected President and Secretary of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the following resolution of amendment to the Master Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development (herein Declaration), recorded in Official Records Book 3095 at page 511 of the Public Records of Palm Beach County, Florida, was duly proposed and adopted by the Board of Directors at a meeting held on the 3rd day of December, A. D. 1980 and that said amendment was approved by the affirmative vote of members entitled to cast 2/3rds of the total vote of the entire membership of the Master Association.

RESOLUTION

WHEREAS, Campanelli Inc., a Massachusetts corporation, as Declarant, made and executed that certain Master Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development, above described; and

1160

WHEREAS, Campanelli inc., a Massachusetts corporation subsequently merged with and into Campanelli Industries, Inc., a Delaware corporation; and

WHEREAS, Declarant desires to clarify the meaning of "any other permitted dwelling unit" as said language is used in subparagraphs J and K, paragraph 1, page 2 of the Declaration to specifically include condominium units; and

WHEREAS, Declarant further desires to clarify the last two sentences in subparagraph B(iv), paragraph 7, to secure to each member of the Association the non-exclusive right and easement of enjoyment referred to in subparagraph A, paragraph 7, page 6; and

83535 P0929

This instrument was prepared by:  
S. LEE  
CROUCH & COMPANY  
Penthouse I  
2500 East  
Hallandale, Florida 33009



WHEREAS, Declarant, based upon its current ownership of lots and acreage in the property has the right to vote in excess of two-thirds (2/3rds) of the total vote of the entire membership of the Master Association and has voted for and consented to this amendment.

NOW THEREFORE, BE IT RESOLVED THAT:

Subparagraphs H, J and K of paragraph 1, page 2 of said Declaration are amended by deleting same in their entirety and inserting in lieu thereof the following:

"H. LOT shall mean and refer to any lot identified as such in a recorded plat of any portion of the property located in Cypress Lakes. LOT shall further mean and refer to any residential condominium unit located in Cypress Lakes."

"J. IMPROVED LOT shall mean and refer to a lot upon which there has been constructed a cluster home, patio home or townhouse unit or any other permitted dwelling unit, for which a valid certificate of occupancy has been issued by applicable governmental authorities. IMPROVED LOT shall also mean and refer to a condominium unit in a completed condominium located in the property."

"K. DWELLING UNIT shall mean and refer to either a cluster home, patio home or townhouse unit as same are permitted and defined in Section 500.21.K.4 - Single Family Design (b) (c) and (d) respectively of the Palm Beach County zoning code, or any other permitted residential-type unit. DWELLING UNIT shall also mean and refer to a condominium unit in a completed condominium located in the property."

BE IT FURTHER RESOLVED THAT:

The last two sentences in subparagraph B (iv), paragraph 7, page 7 of said Declaration be and the same are hereby amended by deleting same in their entirety and substitution in lieu thereof the following:

"Prior to such conveyance, neither the Master Association nor any member other than the Declarant, will have any right, title or interest, legal or equitable, in and to any Master Common Areas, except for the non-exclusive easement and right of enjoyment granted in subparagraph A of this paragraph 7. Without limitation, neither the association nor any member will be entitled to, in any manner, interfere with any use, whether temporary, recurring or permanent, made or authorized by the Declarant, or by any person or entity to whom Declarant may grant an easement with respect thereto."

WE HEREBY CERTIFY that the above and foregoing recitations are true and correct.

B3335 P0930

DATED: 18th day of February, 1981.

CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC., a Florida  
non-profit corporation

By: Russell Campanelli  
President

Attest: Frank Cicione  
Secretary

STATE OF FLORIDA )  
                          ) ss  
COUNTY OF BROWARD )

I HEREBY CERTIFY that this day in the State and County last aforesaid, before me, an officer duly authorized and acting personally appeared RUSSELL CAMPANELLI and FRANK CICIONE, President and Secretary respectively, of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., to me well known and known to me to be such officers, and they acknowledged before me that they executed the foregoing Amendment for the purposes therein contained.

WITNESS my hand and official seal this 18th day of February, 1981.

Charles J. Davila  
Notary Public - State of  
Florida



My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 12/31/84  
ELECTED BY THE STATE BAR ASSOCIATION

The undersigned Declarant of the above described Declaration hereby consents and agrees to the above and foregoing Amendment and affirmatively votes its votes therefore.

CAMPANELLI INDUSTRIES, INC.  
Delaware corporation

By: John R. Campanelli  
Vice President

Attest: Russell Campanelli

83535 P0991

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

MAR-07-1989 04:03pm 89-067155

STATEMENT OF INTENT AND RULE AND REGULATION FOR 5992 Pg 955  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT

WHEREAS, the Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development "Declaration" 3085, Page 0511 of the Public Records of Palm Beach County, Florida;

WHEREAS, the Cypress Lakes Master Homeowners Association, Inc. ("ASSOCIATION") has jurisdiction to operate and manage the Cypress Lakes Planned Unit Development Community ("COMMUNITY").

NOW THEREFORE, the Board of Directors of the ASSOCIATION makes this following declaration of intent and policy, and Board Rule and Regulation:

1. It is hereby declared by the Board of Directors of the ASSOCIATION that the COMMUNITY is in the process of complying with the requirements of the Fair Housing Amendments Act of 1988 ("ACT"), and the Administrative Rules ("ADMINISTRATIVE RULES") which interpret the ACT.

2. More specifically, the COMMUNITY is in the process of taking the necessary steps and adopting the necessary procedures to meet the Exemption in the ACT relating to "55 or over housing" ("EXEMPTION THREE").

3. The Board of Directors of the ASSOCIATION has already adopted a Resolution which has directed the Association's attorney to discuss with the Board and then prepare Amendments to the Governing Documents to implement EXEMPTION THREE. The Board is currently discussing such Amendments with the two (2) Developers within the COMMUNITY. These Amendments will be approved by the Board of Directors and then submitted to the membership of the Association for their consideration, vote and approval, once these Developers agree to the necessary Amendments. The Resolution also holds that until the Amendments are approved and recorded in the Public Records of Palm Beach County, Florida, the following Rule and Regulation shall apply as to all new Leases and re-sales within the COMMUNITY:

RULE AND REGULATION: NO LEASE OR PURCHASE OF A UNIT SHALL BE APPROVED UNLESS THE INTENDED OCCUPANCY OF THE UNIT SHALL BE BY AT LEAST ONE PERSON WHO HAS ATTAINED THE AGE OF 55 YEARS. THE ONLY EXCEPTION TO THIS IS IF THE COMMUNITY AT THE TIME EXCEEDS THE OCCUPANCY REQUIREMENTS SET FORTH IN THE ACT; IN THAT EVENT, OCCUPANCY SHALL BE PERMITTED OF A UNIT EVEN WHERE NO PERSON IS 55 YEARS OF AGE OR OLDER. HOWEVER, IF AT THE TIME AN OCCUPANCY BY PERSONS NONE OF WHOM ARE 55 YEARS OF AGE WOULD CAUSE THE COMMUNITY TO FALL BELOW THE OCCUPANCY REQUIREMENTS OF THE ACT, THEN THE LEASE OR SALE SHALL NOT BE PERMITTED AND SHALL BE DISAPPROVED IF NO INTENDED OCCUPANT IS 55 YEARS OF AGE OR OLDER. IN ANY EVENT, NO PERSON MAY OCCUPY ANY UNIT IN VIOLATION OF PARAGRAPH 16.B OF THE DECLARATION. THE (MASTER) ASSOCIATION WILL STRICTLY ENFORCE THIS RULE AND REGULATION. STRICT LEGAL ACTION MUST ALSO BE TAKEN BY EACH PLAT (SUB) ASSOCIATION AS TO ANY SUCH LEASE OR PURCHASE WHICH VIOLATES THIS RULE AND REGULATION.

*Exempt and Florida*

4. Once the Amendments referred to above are recorded in the Public Records of Palm Beach County, Florida, the Amendments shall replace and supersede the Rule and Regulation referred to in Paragraph 3 above. If the Amendments are not approved by the membership, then the ASSOCIATION shall record a Revocation of Statement of Intent and Rule and Regulation, cancelling this document from the Public Records of Palm Beach County, Florida.

5. Until revoked, this Statement of Intent and Rule and Regulation shall constitute publication of the intention of this COMMUNITY to maintain EXEMPTION THREE, and become a "55 or over housing" community as defined in the ACT and ADMINISTRATIVE RULES.

WITNESSES:

CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

*[Signature]*

By: *[Signature]*  
PRESIDENT:

*[Signature]* attest:

*[Signature]*  
SECRETARY:

THIS INSTRUMENT PREPARED BY:

LEVINE AND FRANK, P.A.  
3300 PGA Boulevard, Suite 800  
Palm Beach Gardens, FL 33410  
Telephone: (407) 828-4700

ORB 5992 Ps 956

STATE OF FLORIDA )  
  )ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 8 day of March, 1989 before me personally appeared Seymour Manheimer, President and Herman Lunger, Secretary of the CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at P. B. 6  
County of Palm Beach, State of Florida, the day and year last aforesaid

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 4-27



A:CYP406-407

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

DEC-01-1989 04:15PM 89-345012

**CERTIFICATE OF AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS RELATING TO THE  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT ORB 6277 Pg 1905**

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions Relating to the Cypress Lakes Planned Unit Development, together with its Exhibits, was recorded on July 11, 1979 in Official Record Book 3095, Page 0511, Public Records of Palm Beach County, Florida;

WHEREAS, Section 11 of the Master Declaration provides for amendment to said Master Declaration by an approval of not less than two-thirds (2/3) of the voting interests of the entire membership of the Cypress Lakes Master Homeowners Association, Inc. ("ASSOCIATION");

WHEREAS, a meeting of the Members of the ASSOCIATION was held on November 2, 1989, which was duly noticed and at which there was a quorum, and at which at least two-thirds (2/3) of the voting interests of the entire membership of the ASSOCIATION, did vote to amend the Master Declaration in the various particulars as set forth in Exhibit "i" attached to this Certificate;

WHEREAS, the Amendments and this Certificate shall be filed and recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Master Declaration be and is hereby amended in the particulars as stated in Exhibit "i" attached hereto; these Amendments shall run with the real property known as THE CYPRESS LAKES PLANNED UNIT DEVELOPMENT and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Master Declaration shall remain unchanged and in full force and effect.

**CERTIFICATE OF ADOPTION OF AMENDMENTS**

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the above-referenced Master Declaration; and the required percentage of Owners votes at a meeting with quorum present, did approve same.

DATED this 4 day of November, 1989.

WITNESSES:

CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

Eddie Hixson  
Ray Parker

by: Seymour M. ...  
PRESIDENT: SEYMOUR M. ...  
attest: Herbert ...  
SECRETARY: HERBERT ...

STATE OF FLORIDA )  
                                  )ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 21 day of November, 1989, before me personally appeared Seymour M. ... and Herbert ..., Secretary and Secretary of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Boca Raton, Palm Beach County of Palm Beach, State of Florida, the day and year last aforesaid.

José ...  
NOTARY PUBLIC, State of Florida at Boca Raton  
My Commission Expires: ...

CYPR412

THIS INSTRUMENT PREPARED BY:  
LEVINE AND FRANK, P.A.  
3300 PGA Boulevard, Suite 600  
Palm Beach Gardens, FL 33410  
Telephone: (407) 626-4700

ORB 6277 Pg 1906

## EXHIBIT "1"

AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS RELATING TO THE CYPRESS LAKES PLANNED UNIT DEVELOPMENT

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

1. A new Section 1.M(4) shall be added to the Declaration, which shall provide as follows:

"M. COMMON EXPENSES or common expenses shall mean:

4. Those expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.

2. A new 1.N shall be added to the Declaration, which shall provide as follows:

"N. Definitions as used in the Declaration, Articles of Incorporation and By-Laws shall include the following:

1. "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L.100-430, approved September 13, 1988; 102 STAT. 1619).
2. "ADMINISTRATIVE RULES" shall mean and refer to the administrative rules promulgated by the Secretary of the Housing and Urban Development interpreting and implementing the ACT.
3. "COMMUNITY" shall mean and refer to all of the CYPRESS LAKES P.U.D., as legally described on Sheet 1 attached to this Declaration, and shall include all real property owned by or dedicated to the Master Association.
4. "EXEMPTION THREE" shall mean and refer to the exemption for housing for older persons (55 or over housing) provided for in Section 807(b)(2)(C) of the ACT.
5. "Guest" shall mean and refer to any person who is visiting a Unit without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with such occupancy. A permanent occupant of a Unit shall not be considered as a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns.
6. "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "permanent occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.

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7. "PLAT ASSOCIATIONS" shall mean and refer to the Associations which have been or may hereafter be created to administer the individual subdivision plats now or hereafter recorded within Cypress Lakes P.U.D.
8. "Unit" shall mean and refer to Dwelling Unit as defined in Section 1.K of this Declaration."
3. Section 5.C of the Declaration shall be amended to provide as follows:
- "C. The Master Association shall have the right and power, but not the duty, to enforce all covenants and restrictions contained in the Declarations pertaining to the respective plats of properties within Cypress Lakes to the extent same are not enforced by the Association charged with the responsibility therefor. In such event the Master Association shall be the agent and attorney-in-fact for said non-enforcing association and shall inure to the benefit of the rights of said Association needed in connection with such enforcement."
4. Sections 11 and 12 of the Declaration shall be amended to provide as follows:
- "11. AMENDMENTS - This Master Declaration may be amended from time to time by the affirmative vote of members entitled to cast 2/3rds of the total vote of the entire membership of the Master Association. Amendments may be proposed either by the Board of Directors or by members of the Master Association entitled to vote 5% of the total vote of the Master Association. Notice of any proposed amendment shall be included in the notice of the members meeting at which the proposed amendment is to be considered.
- A. Special Provision Concerning the ACT and ADMINISTRATIVE RULES. Notwithstanding any other provision in this Master Declaration to the contrary, the following shall apply: Upon the vote of a majority of the full Board of Directors and the vote of a majority of the voting interests of the entire membership of the Master Association, any one or more of the following amendments to the Declaration may be approved and become effective:
- (1) Any amendment which is necessary to enable the COMMUNITY to attain or retain EXEMPTION THREE of the ACT.
  - (2) Any amendment which is necessary to refine those amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
  - (3) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
  - (4) Any amendment which is made which otherwise relates to the ACT and/or ADMINISTRATIVE RULES.
  - (5) Any amendment which may be required due to regulations/law ordinances adopted from time to time by the Federal National Mortgage Association (FNMA) and/or any other governmental entity.
12. EXISTENCE AND DURATION. - The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Master Declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each until an instrument signed by the then-owners of two-thirds of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part, an amendment is approved by the membership, to terminate this Master Declaration. The amendatory process under Article 11 above shall control."

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6. Section 18.B of the Declaration shall be deleted in its entirety and substituted with the following provisions:

"B. Occupancy and Visitation by Children.

1. No person under the age of sixteen (16) years may occupy a Unit, except as may be otherwise permitted in Section B.2 next below.
2. A person under the age of sixteen (16) years may be permitted to visit and temporarily occupy a Unit for a period not to exceed ninety (90) days in any calendar year. This time period shall not be cumulative from year to year. Only overnight visitation shall be considered in the computation. So by way of example, if an underaged person visits overnight, two (2) days of visitation shall be computed. If an underaged person visits during the day only and does not stay overnight, no days of visitation shall be computed. Nothing in this Section shall prohibit a PLAT ASSOCIATION from adopting Rules and Regulations or amending its governing documents to further limit such use of a Unit.
3. Each PLAT ASSOCIATION shall maintain records of the foregoing."

6. A new Section 18 shall be added to the Declaration, which shall provide as follows:

"18. PRIORITIES IN CASE OF CONFLICT. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from the highest priority to lowest:

- A. Florida Statutes which apply.
- B. This Master Declaration.
- C. The Master Articles of Incorporation.
- D. The Master By-Laws.
- E. The Master Rules and Regulations promulgated by the Board of Directors of the Master Association.
- F. The governing documents for the individual Plats and PLAT ASSOCIATIONS."

7. A new Section 19 shall be added to the Master Declaration, which shall provide as follows:

"19. OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988.

19.1 STATEMENT OF INTENT. It is hereby declared that the COMMUNITY desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It is more specifically the desire and intention of the Master Association and the COMMUNITY to qualify for the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. In addition to adopting these amendments, the Master Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to and adhere to policies and procedures which demonstrate an intent to provide housing for persons age 55 years or older.

- (A) Since the COMMUNITY includes all Plats referred to in Section 1.N(7) above, the occupancy requirements under the ACT shall be calculated on a COMMUNITY basis, not on the basis of each individual Plat. The fact that an individual Plat does not meet the occupancy requirements shall be of no consequence, so long as the COMMUNITY as a whole does meet these requirements.



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19.2 OCCUPANCY BY OLDER PERSONS - 65 OR OVER HOUSING.

- (A) Except for Units occupied solely by persons who are grandfathered-in as provided for in Section 19.4 below, and except for persons granted exception(s) by Section 8 next below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 65 years. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 16.8 of this Declaration.
- (B) Exceptions: Future Occupancies. The following future occupancies shall be permitted, even though no occupant has attained the age of 65 years; but provided that the occupancy is not otherwise prohibited by Section 16.8 of this Declaration:
- (1) Occupancy by a surviving spouse, or by a surviving non-spouse companion provided that the surviving companion resided with the deceased at the time of death.
  - (2) Occupancy by any person who obtains ownership of a Unit by devise or inheritance.
  - (3) Occupancy of a Unit by any person who owned record title to a Unit on the effective date of this Amendment. This exception shall only apply to permit occupancy of the Unit owned by the person on that date.
  - (4) Occupancy of a Unit by Guest(s) when the host (Owner or Lessee) is not present in the Unit, when no individual occupying the Unit is 65 years of age or older, provided that such occupancy is limited to ninety (90) days total in a calendar year. This limitation shall not be cumulative from year to year. Each day as well as part of a day shall be counted in this computation. The host shall be considered to be not present in the Unit when the host does not stay overnight in the Unit along with the Guest(s).
  - (5) Occupancy of a Unit by an Owner (and his family members) who is/are not permanent occupant(s) of the Unit but who may occupy the Unit occasionally for vacation or similar purposes. Such occupancy is limited to ninety (90) days total in a calendar year. This limitation shall not be cumulative from year to year.
  - (6) Developer Exception. Occupancy by persons who purchase a Unit from the Developers, including the family members of such persons. Developers here shall mean Campanelli Bros. of Florida, Inc., a Florida corporation, its successors and assigns; and First National Joint Venture at Cypress Lakes, a Florida General Partnership, its successors and assigns. The exception in this Section 8.6 shall exist only if or while the COMMUNITY is at or above the 80% Rule Threshold. The "80% Rule Threshold" as used in this Declaration shall mean where Units in the COMMUNITY are occupied and unoccupied in compliance with the 80% Rule. The "80% Rule" means and requires the following: 80% of the occupied Units in the COMMUNITY must be occupied by at least one (1) person 65 years of age or older. Also, 80% of the unoccupied Units in the COMMUNITY must be reserved for occupancy by at least one (1) person 65 years of age or older. This Section 8.6 may not be amended without the written joinder and consent of the Developers.

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(7) Provisions.

- (a) In the event of conflict between or among any other provision in this Declaration and this Section 19.2.B, this Section 19.2.B shall control.
- (b) Each PLAT ASSOCIATION is hereby empowered to amend its governing documents and/or adopt Rules and Regulations which are consistent with this Section 19.2.B, and shall be permitted to amend its governing documents and/or make Rules and Regulations to adopt provisions which are more restrictive than this Section 19.2.B.

- (C) Every Owner and lessee and each PLAT ASSOCIATION shall be deemed to have a contract with the Master Association to ensure that the occupancy requirements in this Section 19 is met at all times. Even though this occupancy requirement is a contract between the Master Association and the Owner or lessee, as applicable, and each PLAT ASSOCIATION, this Section 19 shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his lessees and guests comply with the occupancy requirements, and each PLAT ASSOCIATION shall be responsible to ensure that all Owners and occupants within the particular Plat comply with the occupancy requirements.

19.3 REMEDIES FOR NON-COMPLIANCE. The Master Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in this Declaration or in the By-Laws, or by law:

(A) Lease of a Unit.

- (1) If a Unit is leased, and the occupancy and other requirements of this Section 19 are not met, the Master Association shall be entitled to file for and obtain an injunction order against the Owner of the Unit and the lessee(s) and other occupants in the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.
- (2) The Master Association, as agent for the Owner, shall also be entitled to evict the Lessee(s) and other occupants from the Unit, where the occupancy and other requirements of this Section 19 are not met; this remedy shall be limited to violations of this Section 19 only.
- (3) The lease shall specify, and if it fails to so specify, the lease shall be deemed to specify that the lessee(s) and all other occupants shall abide by this Declaration, Articles of Incorporation and By-Laws, and Rules and Regulations of the Master Association, and shall specify that the Master Association has the remedies provided for in the Declaration, including this Section 19, in the event of violations of any provision in the Declaration, Articles of Incorporation By-Laws and Rules and Regulations of the Master Association.
- (4) Costs and attorneys' fees incurred by the Master Association in connection with the exercise of its remedies under this Section 19, provided that the Master Association prevails, shall be the responsibility of the Owner(s) of the Unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

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- (B) Other Occupancies. Unless under an exception provided in Section 19.2.B above: in the event of an existing ownership; in the event of use by guests; or in the event of a sale, gift, or other transfer of title; and if the occupancy and other requirements of this Section 19 are not met, the Master Association shall be entitled to file for and obtain an injunction order against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s), if necessary). In that event, if the Master Association prevails, the Owner(s) shall be responsible for costs and attorneys' fees incurred by the Master Association in connection with its enforcement of this Section 19.
- (C) Proof of Age. Should any person fail or refuse to provide Proof of Age as required under Section 19.6 below, the Master Association shall be justified in assuming that such person is not 55 years of age or older.

19.4 GRANDFATHER PROVISIONS. All of Section 19.2 above (other than the guest limitations of Section 19.B.4 above) shall not apply to the following persons, who shall be grandfathered-in (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 18.8 of this Declaration and provided that they register with the Master Association as provided for below:

- (A) Leases. Any lessee(s) and other occupants of a Unit under a valid written lease, which was fully executed prior to the effective date of this Amendment, shall obtain grandfather status. This grandfather status for the lessee(s) and other occupants shall apply for the duration of the lease. Furthermore, this grandfather status applies beyond the duration of the lease and with respect to any Unit within the COMMUNITY, only if the particular lessee(s) and/or other occupants were validly occupying a Unit under a lease in the COMMUNITY on September 13, 1988.
- (B) Other Occupancies (Other Than Lease).
- (1) OCCUPANCY ON SEPTEMBER 13, 1988: Any Owner(s) and any persons not mentioned in the foregoing Section A, who WERE validly occupying a Unit as a residence on September 13, 1988, shall obtain grandfather status.
  - (2) OCCUPANCY AS OF THE EFFECTIVE DATE: Any Owner(s) and any persons not mentioned in the foregoing Section A, who ARE validly occupying a Unit as a residence as of the effective date of this Amendment, shall obtain grandfather status.
- (C) Pending/Approved Applications. Any person(s) who are listed on an application for approval for Lease, sale or other transfer of ownership, which is pending on or approved by a PLAT ASSOCIATION as of the effective date of this Amendment, is given grandfather status. This grandfather status will be lost as to any person who is ultimately not approved by the particular PLAT ASSOCIATION. PROVISIO. Any lessee or occupants under the Lease may not renew the lease, unless under the renewal, at least one (1) person age 55 years or older will occupy the Unit. "Pending" means that the PLAT ASSOCIATION, through its Committee or Board, is in receipt of an application for approval.
- (D) Even though a person under the age of 55 years is given grandfather status or is provided with an exception under Section 19.2.B, this shall not entitle the permanent occupancy in the Unit by any other person unless:
- (1) At least one (1) person occupying the Unit is 55 years of age or older; or

ORR 6277 Pg 1912

- (2) That other person is also accorded grandfather status; or
- (3) That other person is granted an exception under Section 19.2.B above.

19.5 REGISTRATION REQUIRED.

All Owners, lessees and occupants must register with the Master Association within ninety (90) days after the effective date of this Section 19, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status unless the person has properly registered. These items to be delivered for registration areas follows:

- (A) A fully completed and signed registration form to be provided by the Master Association; and
- (B) Documentation demonstrating Proof of Age as provided for in Section 19.6 below; and
- (C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Master Association).

The Master Association shall make available a registration form to all Owners. It shall be the responsibility of the Owner, not the Master Association, to provide the lessee(s) or other occupants in the Unit with the registration form for the lessee(s)/occupant(s) to complete and return to the Master Association. The Master Association shall notify the particular PLAT ASSOCIATION of the foregoing information.

19.6 PROOF OF AGE; RECORD KEEPING BY THE MASTER ASSOCIATION.

- (A) AS OF THE EFFECTIVE DATE: All Owner(s) and all non-Owners occupying the Units as of the effective date of this Amendment; and all persons referred to in Section 19.4 above; shall deliver to the Master Association, documentation demonstrating Proof of Age, to include birth certificate, driver's license and/or any other documentation required by the Master Association. This applies regardless of the age of the persons or whether they seek grandfather status.
- (B) AFTER THE EFFECTIVE DATE: All Owner(s) who obtain record title after the effective date of this Amendment and all persons who occupy the Units after the effective date of this Amendment shall, prior to the obtaining record title and taking occupancy deliver to the Master Association, documentation demonstrating Proof of Age as provided above.
- (C) RECORD KEEPING; NOTICE. The Master Association shall on a continual basis, keep accurate and current records of the ages of all Owners and occupants in the COMMUNITY. The Master Association shall on a continual basis apprise each PLAT ASSOCIATION of the information referred to in this Section 19.6.

19.7 NON-OCCUPANCY STATUS. Each Owner or lessee, as applicable, notify the Master Association of any periods of time during which the Unit becomes unoccupied. The term "unoccupied" shall be as defined in the ADMINISTRATIVE RULES or by Rules and Regulations of the Master Association. It is understood that this is a necessary requirement because the ADMINISTRATIVE RULES may require record keeping of occupied and unoccupied Units. The Master Association shall be authorized to adopt a form for use in connection with the reporting under this Section.

DRB 6277 Pg 1913

19.8 SPECIAL POWER AND DUTY. It is hereby recognized that a power of the Board of Directors of the Master Association is to contract for and maintain and implement facilities and services which the Board in its discretion deems necessary for this COMMUNITY to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES. It is furthermore a duty of the Board of Directors of the Master Association to take whatever steps are reasonably necessary, subject only to limitations of the Declaration, Articles of Incorporation and By-Laws and the Florida Statutes, for the COMMUNITY to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.

19.9 RELATIONSHIP BETWEEN THE MASTER ASSOCIATION AND PLAT ASSOCIATIONS.

- (A) Even though the Master Association is empowered to and shall be responsible to enforce the provisions of this Section 19, the Master Association is hereby empowered to delegate to each PLAT ASSOCIATION the power to enforce the provisions of this Section 19 as to the Owners and occupants within the particular Plat. This delegation of authority shall be evidenced in writing by the Master Association and is revokable at any time by a written statement to that effect. The fact that the Master Association may delegate its authority hereunder, shall not in any way be construed that the Master Association lacks the necessary control to enforce this Section 19 as to any non-compliance.
- (B) Each PLAT ASSOCIATION shall be responsible to keep accurate records of occupancy by guests under Section 19.2.B.4, and occupancy by owners and family members under Section 19.2.B.6, of this Declaration. Each PLAT ASSOCIATION shall also keep accurate records of the ages of all Owners and occupants (including lessees) in the particular Plat, even though the Master Association is also required to keep such records. The Master Association shall devise a system for each PLAT ASSOCIATION to keep records of the foregoing. Each PLAT ASSOCIATION shall make those records available to the Master Association within a reasonable period of time upon request. If necessary to obtain delivery of records mentioned in this Section 19.9.B from any PLAT ASSOCIATION, or to require a PLAT ASSOCIATION to maintain the records, the Master Association shall be entitled to file for and obtain an injunction order against the PLAT ASSOCIATION, requiring delivery and/or maintenance of the records (as applicable). In that event, if the Master Association prevails, the PLAT ASSOCIATION shall be responsible for costs and attorneys' fees incurred by the Master Association in connection with the enforcement of this Section 19.9.B."

Except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CYPR501

EXHIBIT "1"

AMENDMENTS TO THE MASTER DECLARATION OF  
THE CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

1. Section 7.D of the Master Declaration shall be amended to provide as follows:

"D. Every member of the association shall have the right to extend the rights and easements of enjoyment vested in him under this paragraph to the members of his family residing with him, his guests or invitees, subject to the provisions contained in Section 20 of this Master Declaration.

2. A new Section 20 shall be added to the Master Declaration, which shall provide as follows:

"20. Golf Course Use Fees.

A. No use fees shall be charged for the use of any golf courses within Cypress Lakes P.U.D. to any member of the Association or to any lessee of a Unit within Cypress Lakes P.U.D. The foregoing shall not preclude or affect the member's obligation to pay assessments relating to the operation, maintenance, repair and replacement and other expenses relating to the golf courses, pursuant to Section 8 of this Master Declaration. During the time that any permanent occupant of a Unit is occupying the Unit with a member of the Association or lessee of a Unit, the permanent occupant shall not be required to pay any use fee for use of the golf courses. Nor shall a guest (as defined in Section 1.N.5 of the Master Declaration) of a member or lessee of a Unit, whose domicile is other than the state of Florida, be required to pay such use fees. Also, no children, grandchildren or great-grandchildren, regardless of domicile, of a member or a lessee of a Unit shall be required to pay a use fee to use the golf course. All other persons not mentioned in the previous sentences of this Section 20 may be required to pay a use fee to use the golf

courses within Cypress Lakes P.U.D. in such amounts as shall be established by the Board of Directors of the Master Association from time to time."

CYPRESS\exhibits

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

AMENDMENT TO THE MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT

The original Master Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 3095 at Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

---

There shall be a new Section 21 added to the aforesaid Master Declaration which shall read as follows:

21. Notwithstanding any provision in this Declaration, or any other document affecting Cypress Lakes, no unit or units within Cypress Lakes shall be leased more than once in any calendar year. In the event of a violation of this provision, the Master Association shall, within a reasonable time after it has become aware of such violation, notify the owner and/or the lessee in writing, by certified mail, that such violation exists and must be corrected within a specified period of time.

In the event that there is not compliance with such notice, the Master Association shall have the right to pursue any of the remedies available to it under the laws of the State of Florida, the governing documents for the Master Association, including, without limitation, eviction or injunctive relief. Any costs and attorney fees incurred by the Master Association in connection with the exercise of any of the aforesaid remedies shall be chargeable to and recovered from the offending owner and, if appropriate in the circumstances, to the offending lessee as well.



AMENDMENT TO THE MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT

The original Master Declaration of Covenants, Conditions and Restrictions ("Master Declaration") is recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~stricken through~~ are deleted.

---

There shall be a new Section 22 added to the Master Declaration which shall read as follows:

22. Telecommunication Services - Notwithstanding anything to the contrary contained in this Master Declaration, the Association's Articles of Incorporation and By-Laws, the Board of Directors has the authority to enter into a contract providing for bulk satellite, cable or other telecommunication services. This authority includes performing any and all things necessary to obtain the service, including, but not limited to, borrowing money, establishing a reserve account, and building a satellite dish and/or tower on the common area. Any costs relating to installation or maintenance of a bulk telecommunication service shall be deemed a common expense. In addition, the Association is granted an easement for the purpose of installing, maintaining or replacing wiring and/or other material or equipment in a unit which may be necessary to accomplish the purposes of this provision.

MAY-21-1991 09:06am 91-141451

Prepared by and to be returned to:  
Wm. Samuel McAliley II, Esq.  
P.O. Box 2883  
West Palm Beach, FL 33402-2883

JRS 6829 Pg 526

AGREEMENT TO TRANSFER MAINTENANCE RESPONSIBILITIES

THIS AGREEMENT between CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC. ("Plat 6A association") and CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC. ("master association") entered into when and as is set forth below and for the purposes and consideration as recited is as follows:

1. The master association has passed a resolution, a correct recitation of which is attached hereto and incorporated herein by reference, authorizing its President and Secretary to enter into an agreement with Plat 6A association to transfer that part of the maintenance responsibility of Plat 6A association as set forth on the resolution to the master association in consideration of the premises set forth on the resolution and the transfer of the sum of \$4,000 from Plat 6A association to the master association. The property, Plat 6-A in question is described as follows:

All of CYPRESS LAKES-PLAT NO. 6-A according to the plat thereof as recorded in Plat Book 44, Pages 102 and 103 of the Public Records of Palm Beach County, Florida.

2. The master association agrees that it shall assume and does hereby assume all the maintenance responsibility of Plat 6A association as to the portion of Plat 6A described in the attached resolution, in perpetuity, i.e., forever, upon the payment of the sum of \$4,000. and the transfer of such responsibility by Plat 6A association.

3. Plat 6A association by execution hereof by its authorized officers agrees to transfer and does hereby transfer all the maintenance responsibilities of Plat 6A association as to the portion of Plat 6A described in the attached resolution.

4. This agreement shall be effective upon execution by both parties and shall thereafter be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC. and CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., have caused these presents to be executed in their respective names, and their respective corporate seals to be hereunto affixed by their proper officers thereunto duly authorized at West Palm Beach, Florida, this 10 day of May, 1991 and 16 day of May, 1991 respectively.

Witnesses:

CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC.

*[Handwritten signature]*

By: *Francis J. [unclear]*  
President

Attest: *Wm. J. [unclear]*  
Secretary

(CORPORATE SEAL)



ORB 6829 Pg 527

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared FRANCIS J. VITOYE and MARY BRANCACCIO well known to me to be the President and Secretary, respectively, of CYPRESS LAKES HOMEOWNERS ASSOCIATION VI, INC., a Florida not for profit corporation, and that they severally acknowledged executing the above Agreement to Transfer Maintenance Responsibilities freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of May, 1991.

Notary Public  
State of Florida at Large  
My Commission Expires  
October 27, 1992

Allan D. Haupt  
Notary Public, State of Florida  
My Commission Expires:



Witnesses:

[Signature]  
[Signature]

CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.

By: Mario Lombardo  
President

Attest: [Signature]  
Secretary

(CORPORATE SEAL)



STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared MARIO LOMBARDO and THOMAS REDFERN well known to me to be the President and Secretary, respectively, of CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, and that they severally acknowledged executing the above Agreement to Transfer Maintenance Responsibilities freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of May, 1991.

Allan D. Haupt  
Notary Public, State of Florida  
My Commission Expires:



JRB 6829 Pg 528

RESOLUTION

On the filed plat plan for Plat 6A of Cypress Lakes, the perpetual maintenance of Belleville Road - a street 60 feet in width - as shown on said plan is assigned to Plat 6A.

At the time the plat plan was filed Plat 6A owners were the primary users of the road. Since that time, the plans of Plats 4A and 9 have been filed, both showing access to Belleville Road.

From Cypress Trail south to the south property line of Plat 7A (also being the north property line of Plat 9) for a distance of about 663 feet, the entire west side of Belleville Road is master property - being part of holes 5 and 6 of the golf course. From Cypress Trail south, on the east side of Belleville Road, the first 310 feet is master [association]'s property-being Lake #7 as shown on the plan of Plat 3A.

Therefore, since Belleville Road is a main artery and since the master association owns the major part of the road frontage from Cypress Trail, south to the south end of the golf course (being the south line of Plat 7A),

Be it resolved by the board of directors of the master homeowners association, that the president and secretary are authorized to enter into an agreement with the Board of Plat 6A to have the master association assume the perpetual maintenance of Belleville Road from Cypress Trail south to the southern boundary of Plat 7A (also being the south line of the golf course) a distance of approximately 663 feet-provided however that the maintenance of the grass area (including the sprinkler system) on the east side of the paved road adjacent to the two corner properties at Belleville Road and Janice Lane shall remain the maintenance responsibility of Plat 6A.

And be it further resolved, that in consideration of the above, the treasurer is authorized to accept a \$4000.-- donation from Plat 6A - to be place in the road reserve account of the master association.

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN F. [unclear]  
CLERK OF DISTRICT COURT

Return to: (enclose self-addressed stamped envelope)

Name: St. John & King ✓  
Address: 508 Quatrone Ave. S.  
W.P. Bch. Fl. Suite 600  
33401

JUN-18-1993 3:49pm 93-191609  
ORB 7761 Pg 915

Property Appraisers Parcel Identification (Folio) Number(s):

CONTRACT FOR PURCHASE OF LAND FILL

Cypress Lakes Master Homeowners Association, Inc. (hereinafter "Master Association"), as Seller, and First National Joint Venture at Cypress Lakes, a Florida general partnership (hereinafter "First National"), by and through its general partner, Enrico Rossi, and Val-Sal Investments, Ltd., a Florida General Partnership, by and through its general partner, Val-Sal Investments Company, Incorporated, by its Vice President, Enrico Rossi (hereinafter "Val-Sal"), as Buyers (hereinafter "Buyers" collectively), enter into this Contract and Agreement this 6th day of May, 1993.

For good and valuable consideration, Master Association, as the Seller, and First National, and Val-Sal, as the Buyers, agree to the following:

1. Master Association is a Florida corporation not-for-profit which was established to administer and operate the Cypress Lakes Master Homeowners Association pursuant to Florida law and its Declaration of Covenants, Conditions and Restrictions recorded at Official Record Book 3095, Page 0511, Public Records of Palm Beach County.

2. Master Association is the title owner to certain real property located within the community known as Cypress Lakes (hereinafter "Cypress Lakes") or also known as Leisureville, including Lake No. 4 therein, which is more fully described in the above-referenced Declaration of Covenants, Conditions and Restrictions.

ORB 7761 Pg 916

3. First National is a partnership which holds title to real property designated as Plat 12 within Cypress Lakes, upon which construction of homes has not yet commenced.

4. Val-Sal holds title to certain real property located within Cypress Lakes known as Plat 11, upon which homes are presently being constructed.

5. Approximately 70,000 cubic yards of fill is needed to properly construct the homes within Plat 12 and approximately 5,000 cubic yards of fill is needed to properly complete the construction of homes within Plat 11.

6. Buyers desire to purchase from Master Association the necessary fill from the above-referenced Lake No. 4 located upon the Master Association's property and the Master Association agrees to sell the fill to First National and Val-Sal upon the following conditions:

7. CONTRACT PRICE. Buyers shall pay to Master Association the sum of \$30,000 in exchange for the Master Association granting Buyers the right to dredge 70,000 cubic yards of fill from Lake No. 4 to properly construct Plat 12, and to dredge 5,000 cubic yards of fill from Lake No. 4 to complete construction of Plat 11.

8. METHOD OF PAYMENT. Upon execution of this contract between Master Association, First National and Val-Sal, First National agrees to pay the Master Association \$20,000 in cash. The remaining \$10,000 of this contract price shall be paid to the Master Association by Val-Sal at the rate of \$150 per home which

ORE 7761 Pg 917

obtains its Certificate of Occupancy within Plat 11 referred to herein after the execution of this Agreement. Said \$150 shall be made to the Association by Val-Sal within 48 hours of any and all homes having obtained its Certificate of Occupancy, and shall continue until a total of \$10,000 is paid to the Master Association by Val-Sal.

Presently eight of 96 condominiums are constructed in Plat 11 and this Agreement contemplates that 88 additional units are to be constructed, of which the issuance of the Certificate of Occupancy for 67 additional condominiums would satisfy Val-Sal's obligation to pay the \$10,000 contract price pursuant to this contract. In the event Val-Sal does not construct an additional 67 condominiums in Plat 11, it agrees to pay the Master Association the remaining balance due on this \$10,000 payment when the last residential unit obtains its Certificate of Occupancy, or on May 1, 1998, whichever event occurs first. In the event that Val-Sal assigns, sells or otherwise conveys its interest in Plat 11, or in this contract, to any entity, Val-Sal agrees at that time to pay the Master Association the \$10,000 or any balance remaining thereof, which Val-Sal is obligated to pay the Master Association pursuant to this contract.

9. COMPLETION DATE. Buyers agree to complete the dredging of Lake No. 4 pursuant to this contract as soon as reasonably possible, and First National and Val-Sal will not unreasonably delay the dredging in any manner whatsoever.

ORB 7761 Pg 918

10. PROTECTION OF PROPERTY. Buyers agree to protect the property of the Master Association and its owners and members, including, but not limited to, the banks of the lakes within Cypress Lakes, and the irrigation, drainage and sprinkler systems within Cypress Lakes.

11. INDEMNIFICATION. First National agrees to indemnify and hold harmless the Master Association, its officers, directors, agents and employees against any and all claims and costs for damages to the personal and real property of others, including the cost of defending these claims out of First National's operations contemplated by this Agreement, providing such claims are attributable, solely or partially, to the negligence or wrongful acts of First National, its employees, agents, assigns, or anyone for whose acts First National may be liable. First National acknowledges receipt of the separate consideration of TEN DOLLARS (\$10.00) for this indemnification.

First National proposes to assign its rights to purchase approximately 70,000 cubic yards of fill needed to properly construct homes in proposed Plat 12, to Campanelli Brothers of Florida, Inc. in connection with its sale of the land subject to proposed Plat 12 to Campanelli Brothers of Florida, Inc. Upon such assignment, Campanelli Brothers of Florida, Inc. shall undertake the foregoing indemnification and hold harmless agreements in favor of the Master Association, its Officers, Directors, agents and employees, and upon such undertaking, First National shall have no further obligation or agreement to so indemnify and hold harmless



ORB 7761 Pg 919

the Master Association, its officers, Directors, agents and employees as above provided.

Val-Sal agrees to indemnify and hold harmless the Master Association, its officers, directors, agents and employees against any and all claims and costs for damages to the personal and real property of others, including the cost of defending these claims out of Val-Sal's operations contemplated by this Agreement, providing such claims are attributable, solely or partially, to the negligence or wrongful acts of Val-Sal, its employees, agents, assigns, or anyone for whose acts Val-Sal may be liable. Val-Sal acknowledges receipt of the separate consideration of TEN DOLLARS (\$10.00) for this indemnification.

12. HOURS OF OPERATION. Buyers agree not to conduct any dredging, or engage in any other activity related to the dredging of fill from Lake No. 4, during the hours of 7:00 p.m. to 7:00 a.m.

13. CESSATION OF OPERATIONS AT REQUEST OF MASTER ASSOCIATION. If, in the sole discretion of the Master Association, it becomes necessary for the Master Association to operate its sprinkler and irrigation system during the proposed dredging from Lake No. 4, and the Master Association gives Buyers written instructions with 48 hours notice to cease its dredging operations, Buyers agree to cease dredging for 72 hours for the purpose of enabling the Master Association to utilize the irrigation and sprinkler system within the Master Association to water its property. The purpose of this delay is to allow the water in Lake No. 4 to settle so that the

ORB 7761 Ps 920

irrigation and sprinkler system can be activated without clogging the system with debris generated from the dredging operation.

14. LAKE NO. 6 LITTORAL ZONE. Developer of Plat 11 and Plat 12 has an obligation under Palm Beach County requirements to shape lake banks on Lake No. 6 within Plat No. 5 which abuts the two plats and to place plantings along the water's edge and lake banks in accordance with approved plans.

15. ASSIGNMENT AND SALE OF PROPERTY. Neither First National nor Val-Sal shall assign this Contract without the written consent of the Master Association. Additionally, in the event that First National or Val-Sal sell any of their interest in Plats 12 or 11 as referred to herein, they shall require the purchaser of said interest to become a party to this Contract by Assignment and to be bound by the provisions of this Contract.

16. PREVAILING PARTY ATTORNEY'S FEES. In the event any party to this Agreement brings a legal action to enforce the provisions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney's fees and costs for such actions against the party or parties against whom the action is brought.

17. AUTHORITY TO ENTER CONTRACT. Master Association, First National and Val-Sal affirmatively represent that the individuals executing this Contract on behalf of a party have the express authority to do so by the party for whom they have executed this Contract.

Dated this 6th day of May, 1993.

ORB 7761 Pg 921

Witness:

[Signature]  
Print R.W. MORRISON  
Sara Kinsey  
Print SARA KINSEY

Cypress Lakes Master Homeowners Association, Inc.

[Signature]  
Charles P. Caulfield, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of May, 1993 by Charles P. Caulfield, President of Cypress Lakes Master Homeowners Association, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

[SEAL]

NOTARY PUBLIC

sign Sara Kinsey  
print SARA KINSEY

State of Florida at Large  
My Commission Expires:

OFFICIAL SEAL  
NOTARY PUBLIC  
COMMISSION

First National Joint Venture  
at Cypress Lakes, a Florida  
general partnership

Witness:  
[Signature]  
Print R.W. MORRISON  
Sara Kinsey  
Print SARA KINSEY

By: [Signature]  
Enrico Rossi, General Partner

ORB 7761 Pg 922  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th  
day of May, 1993 by Enrico Rossi, General Partner, First National  
Joint Venture at Cypress Lakes, a Florida general partnership, who  
is personally known to me or who has produced \_\_\_\_\_  
as identification and who did take an oath.

NOTARY PUBLIC

[SEAL]

sign Sara Kinsey  
print SARA KINSEY  
State of Florida at Large  
My Commission Expires:

Witness:

[Signature]  
Print R.W. MORRISON  
Sara Kinsey

Val-Sal Investments, Ltd., A Florida  
General Partnership, by Val-Sal  
Investments Company, Incorporated,  
its general partner

By: [Signature]  
Enrico Rossi, Vice President  
Val-Sal Investments Company,  
Inc., General Partner

Print SARA KINSEY

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th  
day of May, 1993 by Enrico Rossi, Vice President, Val-Sal  
Investments Company, Inc., General Partner, who is personally known  
to me or who has produced \_\_\_\_\_ as  
identification and who did take an oath.

NOTARY PUBLIC

[SEAL]

sign Sara Kinsey  
print SARA KINSEY  
State of Florida at Large  
My Commission Expires:

Return to: (enclose self-addressed stamped envelope)

Name *H. John + Remy*  
Address *505 Quistlan Ave S.  
W.P. Bldg. Fl. 7340*

JUN-16-1993 3:49 PM 93-191610  
ORB 7761 Ps 923  
[Barcode]

Property Appraisers Parcel Identification (Folio) Number(s):

ASSIGNMENT OF CONTRACTUAL RIGHTS FROM  
FIRST NATIONAL JOINT VENTURE AT CYPRESS LAKES  
TO  
CAMPANELLI BROTHERS OF FLORIDA, INC.  
AND CONSENT THERETO OF  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATIONS, INC.

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, I, RICCO ROSSI, General Partner of First National Joint Venture at Cypress Lakes, a Florida General Partnership, hereby assign all my right, title, and interest in the attached contract to Campanelli Brothers of Florida, Inc., a Florida corporation (hereinafter "Assignee").

In connection with the above Assignment, I warrant that:

- 1) I have full and perfect title and right to convey this contract free of any encumbrance, lien or any interest of third parties, of any nature whatsoever;
- 2) The contract accurately and correctly reflects the genuine bona fide sale and the price and terms of such sale, and is valid;
- 3) The amounts due under this contract are not disputed or subject to any setoff, deduction, credit or counterclaim.
- 4) This contract is the entire and complete contract between First National Joint Venture at Cypress Lakes and Cypress Lakes Master Homeowner Association, Inc. as to the sale of goods or services evidenced therein;
- 5) There is no undisclosed agreement, concession or litigation of any nature affecting this contract;
- 6) All parties to this contract are competent at the time it is executed.

ORE 7761 Pg 924

7) There are no valid defenses in law or in equity to this contract as it exists in the hands of the Assignee after this conveyance.

DATED May 6, 1993.

Witness

[Signature]  
Print R.W. MORRISON

First National Joint Venture,  
at Cypress Lakes, a Florida  
general partnership

[Signature]  
Print SARA KINSEY

By: [Signature]  
Enrico Rossi, General Partner

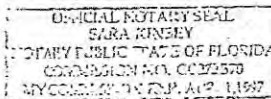
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of May, 1993 by Enrico Rossi, General Partner, First National Joint Venture at Cypress Lakes, a Florida general partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC

[SEAL]

sign [Signature]  
print SARA KINSEY  
State of Florida at Large  
My Commission Expires:



ACCEPTANCE BY ASSIGNEE

I, Dominic Gucci, having the authority to act on behalf of Campanelli Brothers of Florida, Inc., a Florida corporation, accept the above Assignment on behalf of Campanelli Brothers of Florida, Inc. of that contract between

ORB 7761 Ps 925

First National Joint Venture at Cypress Lakes and Cypress Lakes Master Homeowners Association, Inc. dated May 6, 1993. Campanelli Brothers of Florida, Inc. agrees to perform all obligations to be performed by Assignor under the contract, according to the terms and conditions stated therein, and to indemnify Assignor against any liability arising from the performance or non-performance of such obligations.

Dated May 6, 1993.

Witness:

[Signature]  
Print R.W. MORRISON

[Signature]  
Print BARBARA COLLINS

Campanelli Brothers of Florida, Inc., a Florida corporation

By: [Signature]  
Print DOMINIC GULLA  
Position VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of May, 1993 by DOMINIC GULLA, Campanelli Brothers of Florida, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC

[SEAL]

sign [Signature]  
print BARBARA COLLINS  
State of Florida at Large  
My Commission Expires:



BARBARA COLLINS  
NOTARY PUBLIC  
COMMISSION EXPIRES  
SEPTEMBER 23, 1995  
BOULEVARD TROY TROY PALM BEACH, FL

ORB 7761 Pg 926  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

CONSENT BY SELLER

I, Charles P. Caulfield, as President of Cypress Lakes Master Homeowners Association, Inc., the Seller named in the contract assigned above, hereby consents to the Assignment on behalf of the Seller.

Dated May 6, 1993.

Witness:

Sara Kinsey  
Print SARA KINSEY  
[Signature]  
Print R.W. MCKISON

Cypress Lakes Master Homeowners Association, Inc.

[Signature]  
Charles P. Caulfield, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 1993 by Charles P. Caulfield, President of Cypress Lakes Master Homeowners Association, Inc. who is personally known to me or who has produced [Signature] as identification and who did take an oath.

NOTARY PUBLIC

[SEAL]

sign [Signature]  
print SARA KINSEY  
State of Florida at Large  
My Commission Expires:

OFFICIAL  
NOTARY PUBLIC  
COMMISSION  
MYCOMS



PREPARED BY AND  
RETURN TO:  
ROGER G. SABERSON, P.A.  
70 S.E. 4th AVE.  
DELRAY BEACH, FL 33493

MAR-04-1994 12:05pm 94-076833  
ORB 8150 Pg 1649

AMENDMENT AND RELEASE AND SATISFACTION  
OF CONTRACTUAL OBLIGATIONS

WHEREAS, Cypress Lakes Master Homeowners Association, Inc. (hereinafter "Master Association"), as Seller, and First National Joint Venture at Cypress Lakes, a Florida general partnership (hereinafter "First National"), by and through its general partner, Enrico Rossi, and Val-Sal Investments, Ltd., a Florida General Partnership, by and through its general partner, Val-Sal Investments Company, Incorporated, by its Vice President, Enrico Rossi (hereinafter "Val Sal"), as Buyers (hereinafter "Buyers" collectively), entered into a certain Contract and Agreement entitled Contract for Purchase of Land Fill (hereinafter "Contract") on the 6th day of May, 1993, and

WHEREAS, First National Joint Venture assigned all of its rights, as to Plat 12, under the Contract to Campanelli Brothers of Florida, Inc., a Florida Corporation (hereinafter "Campanelli"), on May 6, 1993, (hereinafter "Assignment"), and

WHEREAS, said Contract was recorded in the Public Records of Palm Beach County, Florida at Official Records Book 7761, at Page 915, and said Assignment was recorded in the Public Records of Palm Beach County, Florida at Official Records Book 7761, at Page 923, and

WHEREAS, the Seller and the Buyers desire to execute this amendment for the purposes herein set forth and to release the Buyers from any further obligations under the Contract, the Sellers and Buyers, for good and valuable consideration, agree to the

ORB 8150 Pg 1650

following:

- 1) Val-Sal forgoes its right to dredge 5,000 cubic yards of fill from Lake No. 4 to complete construction of Plat 11 pursuant to paragraph 7 of the Contract, and
- 2) In consideration of Val Sal waiving its rights to dredge 5,000 cubic yards of fill, the Master Association agrees that the total amount due from Buyers under the Contract is reduced to be \$26,000.00. The Master Association acknowledges having been previously paid the sum of \$20,000.00. Therefore the Buyers and Master Association agree that the Buyers shall pay the Master Association \$6,000 upon the Master Association executing and delivering this Amendment to the Buyers. The payment by the Buyers of said \$6,000 shall constitute full payment and performance of all of Buyers' obligations under the Contract.
- 3) The Master Association on behalf of itself and its successors and assigns does hereby release, acquit, satisfy, and forever discharge the Buyers, Enrico Rossi, and all partners (including general and limited) of the partnerships constituting "Buyers" (all of the foregoing parties collectively the "Released Parties") from all manner of action and causes of action suits, debts, dues, sums of money, covenants, contracts, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said Master Association and/or its successors and/or assigns ever had, now has, hereafter can, shall, or may have, against the Released Parties for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- 4) This Amendment shall not modify the Contract as relates to the rights or obligations of Campanelli except that no payment(s) shall hereafter be required from

ORB 8150 Ps 1651

Campanelli for the removal of fill for Plat 12 up to 70,000 cubic yards thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment and Release and Satisfaction of Contractual Obligations.

Dated this 4 day of March, 1994.

Witness:

Cypress Lakes Master Homeowners Association, Inc.

[Signature]

Print: Philip Lord

[Signature]

Print: Lee Nungesser

By: [Signature]  
Charles P. Caulfield, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

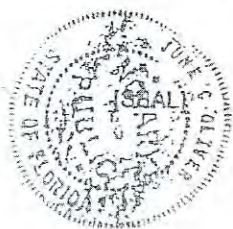
The foregoing instrument was acknowledged before me this 4 day of March, 1994 by Charles P. Caulfield, President of Cypress Lakes Master Homeowners Association, Inc. who is personally know to me or who has produced \_\_\_\_\_

\_\_\_\_\_ as identification and who did not take an oath.

NOTARY PUBLIC

sign [Signature]  
print [Signature]

State of Florida at Large  
My Commission Expires: \_\_\_\_\_



ORB 8150 Pg 1652

Witness:

*Roger G. Sabemor*

Print: Roger G. Sabemor

First National Joint Venture  
at Cypress Lakes, a Florida General  
Partnership

By: *Enrico Rossi*  
Enrico Rossi, General Partner

*Danna Ledbetter*

Print: Danna Ledbetter

STATE OF FLORIDA

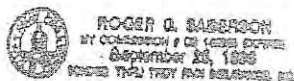
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4 day of March,  
1994 by Enrico Rossi, General Partner, First National Joint Venture at Cypress Lakes,  
a Florida general partnership, who is personally know to me and who did not take an  
oath.

NOTARY PUBLIC

[SEAL]

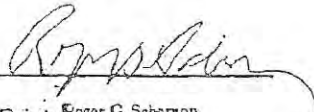
sign *Roger G. Sabemor*  
print Roger G. Sabemor  
State of Florida at Large  
My Commission Expires:




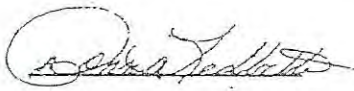
ORR 8150 P. 1653  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

Witness:

Val-Sal Investments, Ltd., a Florida  
General Partnership, by Val-Sal Investments  
Company, Incorporated, its general partner

  
Print: Roger G Saberman

By:   
Enrico Rossi, Vice President, Val-Sal  
Investments Company, Inc., General Partner

  
Print: Donna Tedelotto

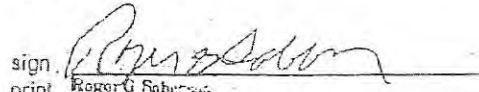
STATE OF FLORIDA

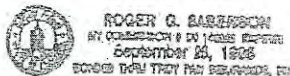
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4 day of March,  
1994 by Enrico Rossi, Vice President, Val Sal Investments Company, Inc. General  
Partner, who is personally know to me and who did not take an oath.

NOTARY PUBLIC

[SEAL]

sign:   
print: Roger G Saberman  
State of Florida at Large  
My Commission Expires:



Return to: (enclose self-addressed stamped envelope)

Name

Address

JUL-06-1994 10:03am 94-231719  
ORF 8334 Ps 224

Property Appraisers Parcel Identification (Folio) Number(s):

Cypress Lakes Master Homeowners Assoc Inc  
3445 Cypress Trail  
W.A.B., FL 33417

PALM BEACH COUNTY  
PLANNING, ZONING & BUILDING DEPARTMENT  
**BUILDING DIVISION**

PALM BEACH COUNTY REMOVAL  
AGREEMENT

DATE \_\_\_\_\_  
BY \_\_\_\_\_

JUN 14 8 40 16 28 2

WHEREAS, Cypress Lakes Master Homeowners Assoc Inc (hereinafter referred to as "Owner(s)") are desirous of constructing or installing a Chain Link Fence in a portion of the Utility easement on my property, the legal description of this property being Lot \_\_\_\_\_ Block \_\_\_\_\_ subdivision Cypress Lakes Plat no. 3-A or Meets & Bounds

WHEREAS, the Owners do covenant that they are the fee simple owners of the property; and

WHEREAS, the above is to be erected for the use and enjoyment or proper functioning of the property and special aesthetics; and

NOW, THEREFORE, in consideration of Palm Beach County ("County") not immediately enforcing its rights or the rights of any other, now existing or which may in the future exist, against the Owners or the property, the Owners hereby agree with the County to remove at no expense to the County, the Easement holders, or the beneficiaries of the Easement, the above described improvement from the property, within thirty (30) days of written notice addressed to them or their successors in interest, at ADDRESS 3445 Cypress Trail notifying them that said improvement is inconsistent with the use of the Easement. It is agreed by the Owners that the improvement shall be as depicted on Exhibit "A" and filed with Palm Beach County Planning, Zoning and Building Department, and that no other construction shall be in effect in said Easement. It is agreed by the parties, hereto, that this Declaration will be recorded at the Owners expense in the Official Records of Palm Beach County, Florida and that this Declaration shall be a covenant running with the land and be binding upon the heirs, personal representatives, grantees, assigns and successors in interest of the Owners.

Owners shall immediately remove the improvement permitted herein in the event that the County or Owners, or both, are challenged with respect to the County's authority to authorize the placement of said improvement in the Easement or a claim of damages is made as a result of

ORB 8334 Pg 225  
DOROTHY H WILKIN  
CLERK OF THE COURT - PS COUNTY, FL

the placement of said improvement in the Easement. In the event that County and/or Owners are challenged with respect to the placement of said improvement in the Easement, or a claim for damages is made as a result of the placement of said improvement in the Easement, Owners shall indemnify, defend, and save the County harmless against and from said challenge.

Upon the vacation, abandonment or discontinuance of the Easement, this Declaration shall immediately and automatically terminate and be of no further force and effect.

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this 7th day of June, 1994.

WITNESS:

John Candler

June Nungesser

Sara Kinsey  
~~Signature~~  
Property Manager

Owners Signature

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th Day of June, 1994 Date

by Sara Kinsey who is personally known to me or who has  
Name of Person Acknowledging

produced \_\_\_\_\_ as identification and who did/did not take an oath.  
Type of I.D.

SEAL

Sara Kinsey  
(Signature of person taking  
acknowledgement)

Property Manager  
(Title or rank)

June Nungesser  
(Name of officer taking  
acknowledgement typed, printed or stamped)

(Serial 0000465)  
NOTARY PUBLIC  
JUNE NUNGESSER  
BY COMMISSION EXP  
MAR. 4, 1995

RECORD AND RETURN TO:  
Paul A. Krasker, Esq.  
Moyle, Penigar, et al.  
625 North Flagler Drive  
9th Floor  
West Palm Beach, FL 33401

MAR-16-1995 3:46pm 95-081947  
OR# 3641 Ps 1784

TERMINATION AND RELEASE AGREEMENT

This Agreement, entered into this 15<sup>th</sup> day of March, 1995, by and between Campanelli Bros. of Florida, Inc., a Florida corporation, (hereinafter "Campanelli"), and CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter "Master Association").

W I T N E S S E T H : That

WHEREAS, a Contract For Purchase of Land Fill was entered into by and between "Master Association" and First National Joint Venture, a Florida General Partnership, which instrument was recorded June 18, 1993 in O.R. Book 7761, page 915 in the Public Records of Palm Beach County, Florida; and

WHEREAS, First National Joint Venture, a Florida General Partnership, assigned all its right, title and interest in and to the above-mentioned Contract For Purchase of Land Fill, to CAMPELLI BROS. OF FLORIDA, INC., a Florida corporation, by instrument entitled ASSIGNMENT OF CONTRACTUAL RIGHTS FROM FIRST NATIONAL JOINT VENTURE AT CYPRESS LAKES TO CAMPANELLI BROS. OF FLORIDA, INC. AND CONSENT THERETO OF CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC. recorded June 18, 1993 in O.R. Book 7761, page 923, of the Public Records of Palm Beach County, Florida; and

WHEREAS, "Master Association" released First National Joint Venture, a Florida General Partnership, of and from all its obligations under the above-mentioned Contract For Purchase of Land Fill by instrument entitled AMENDMENT AND RELEASE AND SATISFACTION OF CONTRACTUAL OBLIGATIONS recorded March 4, 1994 in O.R. Book 8150, page 1649, of the Public Records of Palm Beach County, Florida; and

WHEREAS, "Master Association" acknowledges that "Campanelli" has performed all the obligations required of it to be performed under the afore-mentioned instruments of record;

THEREFORE, "Master Association" and "Campanelli" agree as follows:

1. The Contract for Purchase of Land Fill, as amended and assigned, shall hereby terminate and hereafter be of no further force or effect.



ORE 8661 P 1785

- 2. there are no further obligations due "Master Association" under said Contract.
- 3. all obligations under said Contract have been fully satisfied, and are hereby forever discharged.

IN WITNESS WHEREOF, the parties have executed this Termination and Release Agreement, this 15<sup>th</sup> day of March, 1995.

Edw. Dickor  
 Witness  
 Printed Name: Edw. Dickor

CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

BY: Charles P. Caufield  
 Charles P. Caufield, President

Eileen Young  
 Witness  
 Printed Name: Eileen Young

Paul Kvaschen  
 Witness  
 Printed Name: Paul Kvaschen

CAMPANELLI BROS. OF FLORIDA, INC., a Florida corporation

BY: Dominic Gulla  
 Dominic Gulla, Vice President

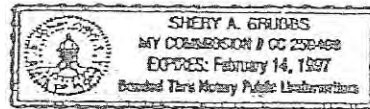
Paul Kvaschen  
 Witness  
 Printed Name: Paul Kvaschen

088 8661 Pg 1786  
DOROTHY H. WILKIN, CLERK PB COUNTY, FL

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 1995, by CHARLES P. CAUFIELD, President of Cypress Lakes Master Homeowners Association, Inc., who is personally known to me or who has produced Florida driver's license as identification.

*Sheri A. Grubbs*  
Notary Public, State of Florida  
Printed Name: Sheri A. Grubbs  
My Commission expires:  
Commission Number:



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of March, 1995, by DOMINIC GULLA, as Vice President of Campanelli Bros. of Florida, Inc., who is personally known to me or who has produced Florida driver's license as identification.

*Paul Krasker*  
Notary Public, State of Florida  
Printed Name: Paul Krasker  
My Commission expires:  
Commission Number:

PREPARED BY AND RETURN TO:  
PAUL A. KRASKER, ESQUIRE  
MOYLE, FLANIGAN, KATZ,  
FITZGERALD & SHEEHAN, P.A.  
POST OFFICE BOX 3888  
WEST PALM BEACH, FL 33402

MAR-14-1995 3:46PM 95-081953  
ORB 8661 Pg 1803  
1

021495-1  
1162h

MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this 16 day of <sup>March</sup> February, 1995, by and between CYPRESS LAKES HOMEOWNERS ASSOCIATION 12, INC. (the "Plat 12 Association") and the CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC. (the "Master Association").

RECITALS:

WHEREAS, a plat for a 57 lot subdivision within the Cypress Lakes P.U.D. has been recorded in Plat Book 71, Pages 86 and 87, of the Public Records of Palm Beach County, Florida ("Plat 12");

WHEREAS, Malasky Homes, Inc. is the developer (the "Developer") of Plat 12 and is currently in control of the Plat 12 Association;

WHEREAS, Plat 12 dedicates and Malasky Homes, Inc. shall quit-claim to the Master Association a strip of land fifty (50) feet in width along the east boundary line of Plat 12 and twenty-five (25) feet in width along the south boundary line of Plat 12 (the "Buffer Zone");

WHEREAS, the Plat 12 Association desires to construct a dirt berm along the south and east property lines within the Buffer Zone and to plant certain trees and shrubbery within the Buffer Zone;

WHEREAS, the Plat 12 Association shall upkeep and maintain the grass, trees and shrubbery within the Buffer Zone; and

WHEREAS, after the Developer shall transfer control of the Plat 12 Association to the homeowners, the Master Association shall reimburse the Plat 12 Association for the future costs of its maintenance in an amount equal to the same rate per square foot that the Master Association is then paying to other plats for maintenance of other buffer zones.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ORB 8661 Pg 1804

1. Plat 12 Association shall construct and sod a dirt berm approximately eight feet in height, but not greater than nine feet in height, to be placed along the eastern boundary of the 50-foot Buffer Zone along Haverhill Road and a dirt berm approximately two feet in height along the southern boundary of the 25-foot Buffer Zone to be placed along the southern boundary of Plat 12. Also, the Plat 12 Association shall plant various shrubs and trees within the Buffer Zone. The Plat 12 Association shall assume the upkeep and maintenance of the grass, trees and shrubbery within the Buffer Zone.

2. Prior to the Developer turning over the control of the Plat 12 Association to the homeowners, if Plat 12 Association does not perform its maintenance responsibilities hereunder, the Master Association may assume such responsibilities and shall be reimbursed by the Plat 12 Association for those maintenance costs within the Buffer Zone incurred by the Master Association.

3. After the Developer turns over control of the Plat 12 Association to the homeowners, the Plat 12 Association shall continue to maintain the Buffer Zone, however, the Master Association shall reimburse the Plat 12 Association for such future maintenance expenses in an amount reasonably equivalent to the rate per square foot that the Master Association is then paying to other plats for maintenance of other buffer zones. If Plat 12 does not maintain the Buffer Zone, including the berms, after turnover, then the Master Association will assume the maintenance and Plat 12 will owe the Master Association the costs over and above maintaining the level ground.

4. In the event of any dispute arising out of this Agreement, the prevailing Party shall be entitled to recover all expenses and costs incurred, including reasonable attorneys' fees and paralegal charges in all collection, trial, appellate, post-judgment and bankruptcy proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

Signed, sealed and delivered in the presence of:

(1) Karen L. Jurewicz  
Name: KAREN L. JUREWICZ

(2) Paul Kruger  
Name: Paul Kruger

CYPRESS LAKES HOMEOWNERS ASSOCIATION 12, INC.

By: Donald C. Malasky  
Donald C. Malasky, President

(CORPORATE SEAL)

(SIGNATURES CONTINUED ON NEXT PAGE)

GRB 8661 P9 1805  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.

- (1) [Signature]  
Name: [Signature]
- (2) Kathleen C DeMar  
Name: Kathleen C. DeMar

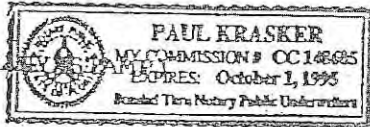
By: [Signature]  
Name: CHARLES P CAULFIELD  
Its President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 1995, by Donald C. Malasky, as President of Cypress Lakes Homeowners Association 12, Inc., a Florida corporation, on behalf of the corporation, and

he/she is personally known to me, OR  
 has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Name: Paul Krasker  
Notary Public  
Serial (Commission) Number  
(if any) \_\_\_\_\_

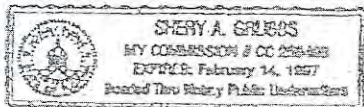
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 1995, by [Signature] as President of Cypress Lakes Master Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, and

he/she is personally known to me, OR  
 has produced \_\_\_\_\_ as identification.

(NOTARY STAMP)

[Signature]  
Notary Name: [Signature]  
Notary Public  
Serial (Commission) Number  
(if any) \_\_\_\_\_



FROM LAW OFFICES

08.11.1995 17:32

P. 2

AUG-15-1995 10:14am 95-264306

CRB 8582 Pg 953

11 11

Con

-10.00 Doc

.70

**Non-Exclusive Easement**

This Non-Exclusive Easement shall be effective this 26 day of July, 1995, and is hereby granted by CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit and CYPRESS LAKES PLAT NO. 6A HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, as their interests may appear, (hereinafter "Grantors") to FLORIDA POWER & LIGHT COMPANY (hereinafter "Grantee").

*see Business Pack copy to Vol Palm Bch FL 33406*  
**I. Creation of Easement.** Grantors for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, give, bargain and release to Grantee, a Non-Exclusive Easement for the erection, installation and maintenance of street lighting and for all necessary and proper purposes in furtherance thereof, along, in, upon and through the following described strip of real property located in Palm Beach County, Florida:

Fifteen feet in width for the installation and maintenance of electric facilities within the right-of-way of Belleville Road and Janice Lane adjoining Lot No. 511, Plat 6A, Cypress Lakes as shown on Plan recorded in Palm Beach County, Plat Book 44 at Page 103.

**II. Maintenance of Easement.** Grantee shall repair any damage caused by Grantee to Grantors' real or personal property. Grantee shall have the right to enter onto the easement, as well as the servient estate during reasonable hours for purposes in furtherance of the rights and duties set forth in Paragraphs I & II hereof.

**III. Indemnity.** Grantee shall indemnify and hold harmless Grantors against any action, lawsuit, controversy, judgment, exocution, loss or damage, whatsoever, in law or in equity, caused by the exercise of Grantee's rights or duties pursuant to this easement or by any wrongful or negligent act or omission of Grantee, or its agents and/or employees.

**IV. Termination.** The easement and the rights and duties granted herein shall be perpetual and shall be deemed covenants running with the land.

**V. Attorney's Fees.** In an event of any controversy, claim or dispute relating to this instrument or the easement or rights or duties created hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including but not limited to those attorney's fees and costs arising from any administrative proceeding, alternate dispute resolution proceedings or appeal.

**VI. Binding Effect.** The easement and the rights and duties granted herein shall be binding upon and shall inure to the benefit of the Grantors and Grantee and their respective successors and assigns. This instrument shall be recorded in the Public Records of Palm Beach County, Florida.

FROM LAW OFFICES

07.25.1995 15:37

P. 4

DB 8882 to 954

VII. Entire Agreement. This instrument contains the entire agreement between Grantors and Grantees. Any oral representation or modification concerning this instrument or the easement and the rights and duties granted herein shall be ineffective. This instrument and the easements and the rights and duties granted herein may be modified or amended only by a subsequent writing signed by both Grantors or Grantees or their successors or assigns and recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Grantors have caused these presents to be executed in its name and by its proper and duly authorized officers and agents on the date first above written.

Witnesses:

CYPRESS LAKES MASTER  
HOMEBOWNERS ASSOCIATION, INC.

sign [Signature]

sign [Signature]

print DESARAE L. McCandless

print CHARLES P. CAULFIELD

sign [Signature]

title PRESIDENT, CLMHA

print Sara Kinsey

3445 CYPRESS TRAIL  
W. PALM BEACH, FL 33417

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26 day of JULY, 1995, by Charles P. Caulfield as President of Cypress Lakes Master Homeowners Association, Inc. He ~~or she~~ is personally known to me or has produced as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]

print JUNE C NUNGESSER

State of Florida at Large (Seal)

My Commission Expires:

OFFICIAL NOTARY SEAL  
JUNE C NUNGESSER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC41115  
MY COMMISSION EXP. MAR. 4, 1999

FROM LAW OFFICES

87.25.1995 15:37

P. 5

GRF 8882 Pg 955  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Witnesses:

CYPRESS LAKES PLAT NO. 6A  
HOMEOWNERS ASSOCIATION, INC.

sign Sara Kirsey  
print Sara Kirsey

sign Joseph M Smolek  
print JOSEPH M Smolek

sign Deshaun L. McCauley  
print DESHAUN L. McCAULEY

title President Plat 6

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20 day of July  
1995, by JOSEPH M. SMOLEK as PRESIDENT of Cypress Lakes Plat  
No. 6A Homeowners Association, Inc. He or she personally know to me or has produced  
as-identification and did, take an oath.

NOTARY PUBLIC:

sign June C Nuncesser  
print JUNE C NUNCESSER

State of Florida at Large (Seal)

My Commission Expires:

OFFICIAL NOTARY SEAL  
JUNE C NUNCESSER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC41115  
MY COMMISSION EXP. MAR. 4, 1999



JAN-12-1996 3:45PM 96-013921  
998 9082 95 1043

CERTIFICATE OF AMENDMENT TO THE  
BY-LAWS FOR  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as Amendment to the Bylaws for Cypress Lakes Master Homeowners Association, Inc. The original Master Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 3095, Page 0511 of the Public Records of Palm Beach County, Florida.

DATED this 9 day of January, 1996.

As to witnesses:

[Signature]  
Witness  
[Signature]  
Witness

CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss

(SEAL)

BEFORE ME personally appeared Angelina Posner the President and Sander Nevin Secretary of Cypress Lakes Master Homeowners Association, Inc., who produced and as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 9 day of January, 1996.

[Signature]  
Notary Public  
State of Florida at Large  
My Commission Expires:

This instrument prepared by:  
Edward Dicker, Esquire  
ST. JOHN, KING & DICKER  
500 Australian Avenue So., Suite 500  
West Palm Beach, Florida 33401  
(407) 655-8994  
50210111.30C

(SEAL)  
OFFICIAL NOTARY SEAL  
JAMES EDWARD DICKER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION COMM. NO. 11111  
MY COMMISSION EXPIRES MAR. 4, 1997

088 9082 Ps 1044  
DOROTHY H. WILKER, CLERK PS COUNTY, FL

**AMENDMENT TO THE BY-LAWS FOR  
CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.**

The original Master Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 3095 at Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

---

There shall be a new Section D, added to Article IV(1) of the Association By-Laws which shall read as follows:

Notwithstanding anything to the contrary contained in the Association Bylaws or elsewhere, the position of the at-large Director as referred to in Article IV, Section 1(A) of the By-Laws, shall cease to exist upon the declarant no longer having the right to appoint a Director.

Prepared by and return to:  
Randall J. DeHayes, Esq.  
4521 PGA Boulevard Suite 327  
Palm Beach Gardens, Florida 33418

Sep-10-1998 03:13pm 98-366630  
ORS 10646 Pg 1269

AMENDED AND RESTATED MAINTENANCE AGREEMENT

THIS AMENDED AGREEMENT is entered into this 2 day of September, 1998, by and between CYPRESS LAKES HOMEOWNERS ASSOCIATION NO. 12, INC. (the "Plat 12 Association") and the CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC. (the "Master Association").

RECITALS

WHEREAS, a plat for a 57 lot subdivision within the Cypress Lakes P.U.D. has been recorded in Plat Book 71, Pages 86 and 87, of the Public Records of Palm Beach County, Florida ("Plat 12");

WHEREAS, Malasky Homes, Inc. is the developer (the "Developer") of Plat 12 and was in control of the Plat 12 Association;

WHEREAS, Plat 12 dedicated and Malasky Homes, Inc. quit-claimed to the Master Association a strip of land fifty (50) feet in width along the east boundary line of Plat 12 and twenty-five (25) feet in width along the south boundary line of Plat 12 (together the "Buffer Zone");

WHEREAS, the Developer constructed a dirt berm along the south and east property lines within the Buffer Zone and planted grass and certain trees and shrubbery within the Buffer Zone;

WHEREAS, the Plat 12 Association, pursuant to an agreement recorded in Official Record Book 8661, Page 1803, of the Public Records of Palm Beach County, has maintained the grass, trees and shrubbery within the Buffer Zone; and

WHEREAS, the Developer has transferred control of the Plat 12 Association to the homeowners, and the Master Association has been reimbursing the Plat 12 Association only for the costs of its maintenance of grass in an amount equal to the same rate per square foot that the Master Association has been paying to other associations for maintenance of grass in other buffer zones.

AND, WHEREAS, the Parties hereby desire to amend the above-referred original agreement to change the maintenance responsibilities of the parties in this Buffer Zone;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. The Developer of Plat 12 Association has constructed and grassed a dirt berm approximately eight feet in height along the eastern boundary in the 50-foot Buffer Zone along Haverhill Road and a dirt berm approximately two feet in height along the southern boundary in the 25-foot Buffer Zone. Also, the Developer of the Plat 12 Association has planted various shrubs, flowers, and trees within the Buffer Zone. The Plat 12 Association has in the past maintained the total Buffer Zone.

2. The Plat 12 Association shall continue to maintain the grass within the Buffer Zone however, the Master Association shall reimburse the Plat 12 Association for such grass maintenance.

DBS 10646 Pt 1270

expenses in an amount reasonably equivalent to the rate per square foot that the Master Association is then paying to other associations for maintenance of grass in other buffer zones within Cypress Lakes. If Plat 12 does not maintain the grass within the Buffer Zone then the Master Association will assume such maintenance and Plat 12 will owe the Master Association the costs of maintaining the grass.

3. The Master Association shall maintain, repair, and replace, at its expense, all shrubbery and trees in the Buffer Zone. Shrubby and trees in the Buffer Zone will be continually maintained in a manner similar and consistent with the way they were planted and maintained by Plat 12 and the Developer, and consistent with other buffer zones within Cypress Lakes.

4. In the event of any dispute arising out of this Agreement, the prevailing Party shall be entitled to recover all expenses and costs incurred, including reasonable attorneys' fees and paralegal charges in all collection, trial, appellate, post-judgment and bankruptcy proceedings.

5. This Agreement replaces and supersedes any previous Agreement regarding maintenance of these areas between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

Signed, sealed and delivered in the presence of:

CYPRESS LAKES HOMEOWNERS ASSOCIATION, NO. 12, INC.

(1) Name: \_\_\_\_\_

By: [Signature]  
Name: ILIEV LEVY  
Its: PRESIDENT

(2) Name: \_\_\_\_\_

CYPRESS LAKES MASTER HOMEOWNERS ASSOCIATION, INC.

(1) Name: \_\_\_\_\_

By: [Signature]  
Name: CHARLES G. GILGEMAN  
Its: PRESIDENT C.L.M.H.A.

(2) Name: \_\_\_\_\_

STATE OF FLORIDA )  
:SS  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Charles Gilgeman who is the President of CYPRESS LAKES HOMEOWNERS ASSOCIATION NO. 12, INC. He/she is personally known to me, or has produced \_\_\_\_\_ as identification and did/did not take an oath. He/she acknowledged executing the same voluntarily under the authority duly vested in said officer by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of September, 1998.

Francis Stanley Hochman  
Notary Public, State of Florida  
Commission No. CC 418031  
My Commission Expires 01/02/99  
1-800-NOTARY - Fla. Notary Service & Bonding Co.

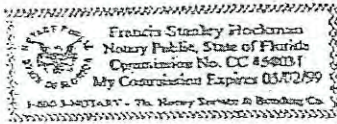
[Signature]  
Notary Public, State of Florida

STATE OF FLORIDA )  
:SS  
COUNTY OF PALM BEACH)

ORB 10646 Pg 1271  
DOROTHY H. WILKIN, CLERK PB COUNTY, FL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Charles Galvez, who is the President of CYPRESS LAKES MASTER ASSOCIATION, INC. (He/she is personally known to me, or has produced \_\_\_\_\_ as identification and did/did not take an oath. He/she acknowledged executing the same voluntarily under the authority duly vested in said officer by said Corporation.

----- WITNESS my hand and official seal in the County and State last aforesaid this 2 day of September, 1998.



Francis Stanley Hockman  
Notary Public, State of Florida

Feb 26 1999 03:59pm 99-080730  
ORB 10955 Pg 449

This instrument prepared by and return to:  
Edward Dicker, Esquire  
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.  
500 Australian Avenue So., Suite 600  
West Palm Beach, FL 33401  
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Master Declaration of Covenants, Conditions and Restrictions Relating to Cypress Lakes Planned Unit Development. The original Master Declaration is recorded in Official Records Book 3095, Page 0511, of the Public Records of Palm Beach County, Florida.

Edmond Anderson  
Witness

Louanne Ragone  
Witness

CYPRESS LAKES MASTER HOMEOWNERS  
ASSOCIATION, INC.

By: Charles Galvagni  
President

Attest: Seymour Keef  
Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Charles Galvagni, the President and Seymour Keef, Secretary of Cypress Lakes Master Homeowners Association, Inc., who produced \_\_\_\_\_ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Cypress Lakes Master Homeowners Association, Inc., with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 22 day of February, 1999.

June C. Jester  
Notary Public  
State of Florida at Large  
My Commission Expires: March 4, 1999

50210102.17C

(SPECIAL NOTARY SEAL)  
JUNE C JESTER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 00667822  
MY COMMISSION EXP. MAR. 4, 1999

**AMENDMENT TO THE MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO  
CYPRESS LAKES PLANNED UNIT DEVELOPMENT**

The original Master Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 3095 at Page 0511 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

There shall be a new Section 21 added to the aforesaid Master Declaration which shall read as follows:

21. Notwithstanding any provision in this Declaration, or any other document affecting Cypress Lakes, no unit or units within Cypress Lakes shall be leased more than once in any calendar year. In the event of a violation of this provision, the Master Association shall, within a reasonable time after it has become aware of such violation, notify the owner and/or the lessee in writing, by certified mail, that such violation exists and must be corrected within a specified period of time.

In the event that there is not compliance with such notice, the Master Association shall have the right to pursue any of the remedies available to it under the laws of the State of Florida, the governing documents for the Master Association, including, without limitation, eviction or injunctive relief. Any costs and attorney fees incurred by the Master Association in connection with the exercise of any of the aforesaid remedies shall be chargeable to and recovered from the offending owner and, if appropriate in the circumstances, to the offending lessee as well.

Cypress Lakes Master  
3445 Cypress Trail  
WPB, FL 33417 ✓

APR 24 2008 11:34 AM 00-119945  
000 11697 P 1203  
[Barcode]

The State of Florida }  
County of Palm Beach }

EASEMENT FOR INSTALLATION AND MAINTENANCE  
OF UNDERGROUND ELECTRICAL CABLE

I, (We) SIDNEY ADLER AND SHIRLEY ADLER  
of 5201 MICHAEL DRIVE, WEST PALM BEACH, FLORIDA 33417  
State of Florida, herein referred to as "Grantor," in consideration  
of \$10.00 and other valuable consideration, by Cypress Lakes Master  
Homeowners Association, Inc., a corporation not-for-profit  
organized and incorporated under the laws of the State of Florida,  
herein referred to as "Grantee," have granted Grantee a right of  
way and easement for the purpose of laying, installing,  
maintaining, replacing, removing, and operating an underground  
electrical cable for use in transmitting electrical energy to an  
aerator in a lake on the common property of Cypress Lakes Master  
Homeowners Association, Inc. The right of way and easement will be  
8 feet in width on and through the Grantor's land which is  
described as follows:

Lot 352 of Cypress Lakes, Plat No. 2, according to the Plat  
thereof on file in the Office of the Clerk of the Circuit Court  
in and for Palm Beach County, Florida, recorded in Plat Book 37,  
Page 148.  
Accompanying this right is the further right in Grantee, its  
successors and assigns, to enter and depart over and upon that  
portion of Grantor's land to effect the purposes of the easement.

Grantor will have the right to use the easement property for  
purposes not inconsistent with Grantee's full enjoyment of the  
rights hereby granted, provided that Grantor will not erect or  
construct any building or other structure within the easement.

Grantee will also have the right to trim and cut down and  
clear away any trees which, now or in the future, are on the  
easement and/or may be a hazard to the buried electrical cable.

Grantee will repair any damage resulting from the installation  
of electrical cable and will restore Grantor's lawn to its original  
condition following such installation.

Grantee will not hold Grantor responsible for any damage to  
the land, residence, or personal property of Grantor created by the  
underground electrical cable which damage is due to acts of God.



DB 11697 N 1204  
DOROTHY H. WILKER, CLERK OF COUNTY, FL

It is the intent of the parties that this Easement run with the land and that the provisions of this Easement be binding upon and inure to the benefit of the heirs, devisees, successors, and assigns of the respective parties to it, and to any person or other entity which at any time in the future will become the owner of any portion of the land described in this instrument.

In witness whereof, the parties have executed this agreement on this 16 day of MARCH

Suzey Kelly Shirley P. Collier, 2000.  
Grantor,

Charles Galvagni  
Grantee, President, Cypress Lakes Master Homeowners Association, Inc.

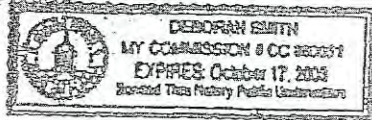
Debra Smith  
Witness

Joyce C. Perrotta  
Witness  
Don Cardillo

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2000 by Charles Galvagni, who is personally known to me or who has produced \_\_\_\_\_ as identification.

50210107 218



Debra Smith