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JUN-09-1993 3:05PM 93-178693  
ORB 7746 Pg 696

91-10612cy (or Dec/207-F)  
July 3, 1991

**DECLARATION OF PROTECTIVE COVENANTS OF  
CYPRESS FOREST**

DECLARATION OF PROTECTIVE COVENANTS  
OF CYPRESS FOREST

TABLE OF CONTENTS

ARTICLE 1	<u>DEFINITIONS</u>	1
ARTICLE 2	<u>PROPERTY</u>	4
ARTICLE 3	<u>CYPRESS FOREST AS PART OF FOURTH WELLINGTON</u>	4
	Section 3.1 <u>Cypress Forest</u>	4
	Section 3.2 <u>Association</u>	4
	Section 3.3 <u>Fourth Wellington, Inc.</u>	4
	Section 3.4 <u>Covenants</u>	4
ARTICLE 4	<u>GENERAL COVENANTS</u>	5
	Section 4.1 <u>General</u>	5
	Section 4.2 <u>Residential Use</u>	5
	Section 4.3 <u>Governmental Regulations</u>	5
	Section 4.4 <u>Subdividing, Platting, Combining Parcels</u>	5
	Section 4.5 <u>Trash and Garbage</u>	5
	Section 4.6 <u>Pets</u>	5
	Section 4.7 <u>Clothes Lines</u>	5
	Section 4.8 <u>Nuisance</u>	5
	Section 4.9 <u>Exterior Appearances</u>	6
	Section 4.10 <u>Vehicles</u>	6
	Section 4.11 <u>Boats and Trailers</u>	6
	Section 4.12 <u>Prohibited Structures</u>	6
	Section 4.13 <u>Electricity</u>	6
	Section 4.14 <u>Garage</u>	7
	Section 4.15 <u>No Interference With Construction</u>	7
	Section 4.16 <u>Public Land Use Regulations</u>	7
	Section 4.17 <u>Insurance</u>	7
	Section 4.18 <u>Curing Contamination</u>	7
	Section 4.19 <u>Access to Golf Course</u>	7
	Section 4.20 <u>Improvements Abutting Lake or Golf Course</u>	7
	Section 4.21 <u>Signs</u>	7
	Section 4.22 <u>Vacant Parcels</u>	7
	Section 4.23 <u>Cable Television</u>	8
	Section 4.24 <u>Improvements</u>	8
	Section 4.25 <u>Rules and Regulations</u>	8
ARTICLE 5	<u>COMMON AREAS</u>	8
	Section 5.1 <u>Description</u>	8
	Section 5.2 <u>Restrictions</u>	8
	Section 5.3 <u>Restraint Upon Separation of Use Rights</u>	9
ARTICLE 6	<u>MAINTENANCE, ALTERATIONS AND IMPROVEMENTS</u>	9
	Section 6.1 <u>As to Common Areas</u>	9
	Section 6.2 <u>As to Parcels</u>	9
	Section 6.3 <u>As to Outside Land</u>	9

Section 6.4 Inspection by Association and Master Association .....	10
Section 6.5 Declarant's Right to Enter .....	10
Section 6.6 Insurance Proceeds .....	10
Section 6.7 Maintenance Contracts .....	10
ARTICLE 7 ASSESSMENTS .....	10
Section 7.1 Applicability to Parcels .....	10
Section 7.2 Uniform Rate of Assessments .....	10
Section 7.3 Amount and Use .....	10
Section 7.4 Special Assessments .....	11
Section 7.5 Due Dates .....	11
Section 7.6 Certificate .....	11
Section 7.7 Lien Rights .....	11
Section 7.8 Enforcement of Lien .....	12
Section 7.9 Proviso .....	12
ARTICLE 8 EASEMENTS .....	12
Section 8.1 Easement Rights of Declarant .....	12
Section 8.2 Easement Rights of Association .....	12
Section 8.3 Easement Rights of Institutional Mortgagees .....	12
Section 8.4 Persons Bound; Beneficiaries .....	13
ARTICLE 9 INSURANCE .....	13
Section 9.1 Association's Responsibilities .....	13
Section 9.2 Owner's Responsibilities .....	14
Section 9.3 Insurance Regarding Outside Land .....	14
ARTICLE 10 ADDITIONAL LANDS .....	14
ARTICLE 11 NOTICE .....	15
ARTICLE 12 AMENDMENTS TO GOVERNMENTAL LAND USE REGULATIONS .....	15
ARTICLE 13 CLUBS .....	15
ARTICLE 14 ACME IMPROVEMENT DISTRICT .....	16
ARTICLE 15 REMEDIES .....	16
Section 15.1 Rights of Declarant, Association, and Master Association for Violation by Owner .....	16
Section 15.2 Rights of Declarant and the Master Association for Violation by Association .....	16
Section 15.3 Rights of Owners for Violation by an Owner or Association .....	17
Section 15.4 Attorney's Fees .....	17
ARTICLE 16 OBLIGATIONS OF OWNER .....	17
ARTICLE 17 AMENDMENT .....	17
Section 17.1 General Procedure .....	17
Section 17.2 Proviso .....	17
ARTICLE 18 RIGHT TO MODIFY, CANCEL, OR LIMIT .....	18

ARTICLE 19	<u>ASSIGNMENT</u>	18
ARTICLE 20	<u>DURATION</u>	18
ARTICLE 21	<u>SEVERABILITY</u>	19
ARTICLE 22	<u>APPLICABLE LAW/VENUE</u>	19
ARTICLE 23	<u>CAPTIONS</u>	19
ARTICLE 24	<u>SINGULAR/PLURAL - MASCULINE/FEMININE</u>	19
ARTICLE 25	<u>DISSOLUTION OF ASSOCIATION</u>	19
ARTICLE 26	<u>RESTRICTIONS PREVAIL OVER LESS STRINGENT GOVERNMENTAL REGULATIONS</u>	20
ARTICLE 27	<u>LESSEES</u>	20
ARTICLE 28	<u>STATUS AND WAIVER</u>	20
	<u>Section 28.1 Covenants</u>	20
	<u>Section 28.2 Waiver</u>	20
ARTICLE 29	<u>CONFLICT IN DOCUMENTS</u>	21
	<u>Section 29.1 Conflict with Master Association Documents</u>	21
	<u>Section 29.2 Conflict among Declaration, Exhibits, and Rules and Regulations</u>	21
ARTICLE 30	<u>ASSIGNMENT OF RIGHTS OF ARCHITECTURAL REVIEW COMMITTEE</u>	21
ARTICLE 31	<u>LITIGATION</u>	21
ARTICLE 32	<u>EFFECTIVE DATE OF THIS DECLARATION</u>	22

DECLARATION OF PROTECTIVE COVENANTS OF CYPRESS FOREST

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BINK'S FOREST HOLDINGS, INC., a Florida Corporation, (hereafter "Bink's Forest Holdings") owns certain lands located in Palm Beach County, Florida, all of which lands constitute the "Property" (more particularly described below); and

WHEREAS, Bink's Forest Holdings desires to place from time to time certain easements, covenants, conditions and restrictions upon the use of the Property and to cause same to benefit, burden and run with the Property;

NOW, THEREFORE, for good and valuable consideration, Bink's Forest Holdings, for itself and its successors and assigns, does hereby place upon the Property the following certain easements, covenants, conditions and restrictions.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. Architectural Review Committee: The term "Architectural Review Committee" shall mean and refer to the Architectural Review Committee established under the Declaration of Protective Restrictions of Fourth Wellington recorded in Official Records Book 6098, Page 1066, in the Public Records of the County.

B. Articles of Incorporation: The term "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, a copy of which Articles are attached hereto as Exhibit "B," as may be amended from time to time.

C. Assessments: The term "Assessments" shall include Regular Assessments and Special Assessments, and shall mean and refer to the share of funds required for the payment of Common Expenses, which from time to time are assessed against the Owners.

D. Association: The term "Association" shall mean and refer to Cypress Forest Homeowners' Association, Inc., a Florida corporation not for profit.

E. Bink's Forest of the Landings at Wellington P.U.D.: The term "Bink's Forest of the Landings at Wellington P.U.D." shall mean and refer collectively to that certain property platted under Bink's Forest of the Landings at Wellington P.U.D. Plat 1, Bink's Forest of the Landings at Wellington P.U.D. Plat 2, Bink's Forest of the Landings at Wellington P.U.D. Plat 3 and Bink's Forest of the Landings at Wellington P.U.D. Plat 4.

F. Board of Directors: The term "Board of Directors" shall mean and refer to the Board of Directors of the Association.

## DECLARATION OF CYPRESS FOREST, CONTINUED

G. **Builder:** The term "Builder" shall mean and refer to any Person that acquires from Bink's Forest Holdings the fee simple title to (i) at least 15 Parcels within the Property or (ii) land within the Property that is to be subsequently platted as 15 or more Parcels. A Builder may assign some or all of its rights as a Builder hereunder to one or more "Qualified Assignees." For purposes of this Declaration, a "Qualified Assignee" shall mean a Person (i) that owns a mortgage against some or all of the Builder's Parcels or a Qualified Assignee's Parcels, or (ii) that is in the business of developing residential property. The Qualified Assignee may in turn assign some or all of such rights to another Qualified Assignee, who in turn may assign such rights to another Qualified Assignee, and so on.

H. **Bylaws:** The term "Bylaws" shall mean and refer to the Bylaws of the Association, a copy of which Bylaws are attached hereto as Exhibit "C," as may be amended from time to time.

I. **Common Areas:** The term "Common Areas" shall mean and refer to all real property (and improvements thereon) owned by, or dedicated/reserved to, the Association, as more particularly described in Article V herein.

J. **Common Expenses:** The term "Common Expenses" shall mean and refer to all costs, expenses and assessments properly incurred by the Association for which the Owners are liable to the Association.

K. **County:** The term "County" shall mean and refer to Palm Beach County.

L. **Cypress Forest:** The term "Cypress Forest" shall mean and refer to that certain residential community more particularly described in Article 3 herein.

M. **Declarant:** The term "Declarant" shall mean and refer exclusively to BINK'S FOREST HOLDINGS, INC., a Florida Corporation, and those successors and assigns to whom Declarant's rights and obligations as Declarant hereunder are specifically assigned in writing by Declarant.

N. **Declaration:** The term "Declaration" shall mean and refer to this Declaration of Protective Covenants of Cypress Forest.

O. **Fourth Wellington:** The term "Fourth Wellington" shall mean and refer to those certain lands and improvements subject to the jurisdiction of the Master Association, which lands and improvements include Bink's Forest of the Landings at Wellington, P.U.D. Plat 2 as more particularly discussed in Article 3 herein.

P. **Institutional Mortgagee:** The term "Institutional Mortgagee" shall mean any Person owning a mortgage encumbering a Parcel, which in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans. An Institutional Mortgagee may include, but is not limited to, banks, savings and loan associations, insurance companies, union pension funds authorized to lend money in the State of Florida, an agency of the United States or any other governmental authority, a mortgage investment trust, a real estate investment trust, a mortgage company, or a lender generally recognized in the County as an institutional type lender or any assignee or designee of the foregoing. In addition, in the event that the Declarant is the mortgagee under a purchase money mortgage arising upon the sale of a Parcel, the Declarant, or any assignee or designee thereof, shall be deemed to be an Institutional Mortgagee hereunder.

Q. **Master Association:** The term "Master Association" shall mean and refer to Fourth Wellington, Inc., a Florida Corporation Not For Profit, and its successors and assigns, which shall operate

DECLARATION OF CYPRESS FOREST, CONTINUED

in accordance with the terms and provisions of the Master Association Documents.

R. Master Association Documents: The term "Master Association Documents" shall mean and refer to the Articles of Incorporation of the Master Association, recorded in Official Records Book 3277, Page 417, in the Public Records of the County, together with all amendments thereto, the Bylaws of the Master Association, recorded in Official Records Book 3277, Page 431, in the Public Records of the County, together with all amendments thereto, the Declaration of Protective Restrictions of Fourth Wellington, recorded in Official Records Book 6098, Page 1066 of the Public Records of the County, together with all amendments thereto, and all other documents adopted by the Master Association governing the operation, administration, development or maintenance of Fourth Wellington.

S. Owner: The term "Owner" shall mean and refer to the record owner or owners of the fee simple title to a Parcel. In the event that a Parcel is owned by more than one (1) Person, each such Person shall be jointly and severally liable for all of the obligations of an Owner of a Parcel hereunder.

T. Parcel: The term "Parcel" shall mean and refer to any platted lot within the Property (and/or a part of a platted lot within the Property that is owned in fee simple), together with all improvements thereon. A platted lot shall mean and refer to a lot created pursuant to a plat duly recorded in the Public Records of the County.

U. Person: The term "Person" shall mean and refer to an individual, corporation, governmental authority or agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other entity.

V. Property: The term "Property" shall mean and refer to that certain property more particularly described in Article II herein.

W. Regular Assessment: The term "Regular Assessment" shall mean and refer to any Assessment levied against Owners that is required by the annual budget.

X. Special Assessment: The term "Special Assessment" shall mean and refer to any Assessment levied against Owners other than a Regular Assessment.

Y. Voting Representative: The term "Voting Representative" shall mean and refer to (1) the Owner of a Parcel if such Parcel is owned by one individual, (2) any individual designated in a Certificate filed with the Secretary of the Association designating a voting member for such Parcel, or (3) a duly designated proxy holder. Anything to the contrary herein notwithstanding, there shall only be one (1) Voting Representative for each Parcel. Further, anything to the contrary herein notwithstanding, the Declarant shall be the sole and exclusive Voting Representative for so long as Declarant is entitled to vote 100% of the Voting Rights in Cypress Forest.

Z. Voting Rights: The term "Voting Rights" shall mean and refer to the number of votes applicable to a Parcel. In Cypress Forest, each Parcel shall be entitled to one (1) Voting Right; provided, however, that until such time as the fee simple title to 75% of the Parcels within Cypress Forest is owned by Persons other than Declarant, the Declarant shall be entitled to vote 100% of the Voting Rights in Cypress Forest.

## DECLARATION OF CYPRESS FOREST, CONTINUED

## ARTICLE 2

PROPERTY

The Property shall consist of all property that Declarant submits, and makes subject to, the terms of this Declaration. As of the recording of this Declaration in the Public Records of the County, the property described in Exhibit "A," attached hereto and made a part hereof, shall be and hereby is submitted and made subject to the terms of this Declaration by Declarant. Additional lands may be submitted and made subject to the terms of this Declaration by Declarant pursuant to Article X herein, and at such time the additional lands will automatically become a part of the Property hereunder.

## ARTICLE 3

CYPRESS FOREST AS PART OF FOURTH WELLINGTON

Section 3.1 Cypress Forest. Cypress Forest is a residential community described as the Property (as may be expanded by Declarant pursuant to the terms of this Declaration), which is a part of Bink's Forest of the Landings at Wellington, P.U.D., and both of which are part of Fourth Wellington. It is the express intent of Declarant that Cypress Forest be an integral part of, and subject to, the general scheme of restrictions and uniform scheme of development effective and enforceable as to Fourth Wellington and Bink's Forest of the Landings at Wellington, P.U.D.

Section 3.2 Association. The Association is responsible for administering, operating and maintaining certain facilities and property, as described and discussed in this Declaration. An Owner shall automatically be a member of the Association, and said Owner, his ownership interest, and his Parcel shall be subject to the terms and conditions of the Articles of Incorporation, the Bylaws, and this Declaration, respectively, as well as any amendments thereto.

Section 3.3 Fourth Wellington, Inc. An Owner shall automatically be a member of the Master Association and shall have the rights and obligations set forth in the Master Association Documents. The Master Association shall have assessment rights and lien rights, architectural control rights, and other rights in accordance with the Master Association Documents. The Property shall be subject to the control and jurisdiction of the Master Association.

Section 3.4 Covenants. Each Owner, his heirs, successors and assigns, shall be bound by this Declaration and all exhibits thereto, and by the Master Association Documents, to the same extent and effect as if he had joined in said documents for the purposes therein expressed, including but not limited to:

- (i) Subjecting all of his right, title and interest in his Parcel and tangible personal property therein to the lien rights imposed under said documents;
- (ii) Adopting, ratifying, confirming and consenting to the execution and recording of said documents;
- (iii) Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by him under said documents; and,
- (iv) Ratifying, confirming and approving each and every provision of said documents, and acknowledging that all of the terms and provisions thereof are reasonable.

## DECLARATION OF CYPRESS FOREST, CONTINUED

## ARTICLE 4

GENERAL COVENANTS

**Section 4.1 General.** No improvement of any kind shall be commenced, constructed, installed, erected, or placed within Cypress Forest, and no completed improvement shall be altered or changed in any manner, and no construction plans shall be submitted to the County (or any other governmental authority or agency) until all required approvals have been obtained under the Master Association Documents.

**Section 4.2 Residential Use.** Each Parcel shall be used exclusively for residential purposes, and no business activity shall be conducted upon a Parcel; provided however, that Declarant and any Builder shall be entitled to engage in business activities related to the development and sale of Parcels within Cypress Forest. The maximum number of occupants of a Parcel shall not exceed 2 persons per bedroom (for example, the maximum number of occupants of a 2-bedroom dwelling unit shall be 4).

**Section 4.3 Governmental Regulations.** The use of the Property (or any portion thereof) shall be in compliance with all applicable governmental land use, zoning, and environmental regulations and the terms of this Declaration. Except as provided under Article 12 herein, any change to, or variance from, any governmental land use or zoning regulation applicable to any Parcel must be approved in writing by the Association.

**Section 4.4 Subdividing, Platting, Combining Parcels.** No Parcel shall be (i) replatted, (ii) reduced in size, or (iii) combined with another Parcel for purposes of development, without the prior written approval of the Association, except for changes made by Declarant pursuant to Article 12 herein.

**Section 4.5 Trash and Garbage.** All garbage and trash containers, and bottled gas tanks, shall be located at the rear of the dwelling and shall be installed underground or within a completely walled-in area which is not visible from anywhere outside of the Parcel.

**Section 4.6 Pets.** No pets shall be permitted to be kept within or upon a Parcel, except (i) fish, (ii) domestic birds, (iii) up to two domestic household dogs, and (iv) up to two domestic household cats. Permitted pets shall be kept only under the Rules and Regulations adopted by the Board of Directors; provided however, (i) that no permitted pet shall be kept, bred or maintained for any commercial purpose, (ii) that no permitted pet shall be allowed outside of a dwelling unit unless said pet is on a leash, and (iii) that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from Cypress Forest upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Areas except pursuant to Rules and Regulations adopted by the Board of Directors. The Owner shall indemnify and hold the Association and the Declarant harmless from and against any loss, damages or liability of any kind or character whatsoever incurred by the Association or the Declarant as a result of any act or actions by the Owner's pet(s).

**Section 4.7 Clothes Lines.** No outdoor clothes drying lines or related facilities shall be allowed which are visible from anywhere outside of the Parcel.

**Section 4.8 Nuisance.** No noxious or offensive activity shall be allowed on any portion of the Property, nor shall anything be done that is or may become a nuisance or annoyance to the other members of the Association; provided however, that Declarant and any Builder shall be entitled to engage in activities

## DECLARATION OF CYPRESS FOREST, CONTINUED

related to the development and sale of the Property and/or portions thereof.

Section 4.9 Exterior Appearances. No aluminum foil may be placed on windows or glass doors, except for aluminum foil that is used as a part of a security system. All interior window coverings, drapes and shades that are visible from outside of a dwelling shall be in conformity with the aesthetic standards as may be established in Cypress Forest.

Section 4.10 Vehicles.

(a) No vehicle shall be parked within Cypress Forest in any place other than a driveway or a garage, subject to the additional restrictions set forth below. This provision shall not apply to vehicles making deliveries within Cypress Forest, or to vehicles being used in on-going construction within Cypress Forest.

(b) The parking of any vehicle rated more than one-half (1/2) ton is expressly prohibited within Cypress Forest. This provision shall not apply to vehicles making deliveries within Cypress Forest, or to vehicles being used in on-going construction within Cypress Forest.

(c) The parking of motorcycles, vans (except "passenger" vans as defined below), golf carts, campers, pickups, commercial vehicles (including, but not limited to, any vehicle displaying any form of lettering or design relating to a business or a hobby, or any vehicle which has been altered to include ladders, racks, bins or other modifications relating to a business or hobby), or similar vehicles rated one-half (1/2) ton or less is expressly prohibited within Cypress Forest, unless such vehicles are parked within a garage. This provision shall not apply to vehicles making deliveries within Cypress Forest, or to vehicles being used in on-going construction within Cypress Forest.

(d) For purposes of this Section, "passenger" vans are defined as vans (1) with fixed and secured seating for a minimum of six (6) people and a maximum of nine (9) people at all times, (2) which are not used for commercial purposes at any time, (3) which have no exterior lettering, and (4) which are not used at any time for any purpose other than transporting passengers.

(e) All vehicles parked in Cypress Forest shall be in good condition and repair.

(f) No mechanical or repair work shall be performed within Cypress Forest on any vehicle, unless such work is performed within a garage.

Section 4.11 Boats and Trailers. No boats, trailers, recreational-type vehicles, or similar property shall be stored within Cypress Forest, unless stored within a garage.

Section 4.12 Prohibited Structures. No structure of a temporary character, trailer, tent or shack shall be erected or placed within a Parcel at any time, provided, however, that with the prior written permission of the Association, construction sheds and trailers used to facilitate on-going construction may be located upon a Parcel during the active pursuance of a course of construction upon the Parcel. Further, no solar heating system, basketball hoops and supports, antennas, and/or satellite receiving facilities (except for antennas and/or satellite receiving facilities located completely within a dwelling unit and not visible from outside said dwelling unit) shall be permitted within or upon any Parcel without the prior written approval of the Association.

Section 4.13 Electricity. Regardless of whether an Owner is residing in his Parcel, the electrical power serving all electrical lighting fixtures containing photoelectric cells within his Parcel shall remain

## DECLARATION OF CYPRESS FOREST. CONTINUED

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Section 4.9 Exterior Appearances. No aluminum foil may be placed on windows or glass doors, except for aluminum foil that is used as a part of a security system. All interior window coverings, drapes and shades that are visible from outside of a dwelling shall be in conformity with the aesthetic standards as may be established in Cypress Forest.

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DECLARATION OF CYPRESS FOREST, CONTINUED

ARTICLE 4

GENERAL COVENANTS

Section 4.1 General. No improvement of any kind shall be commenced, constructed, installed, erected, or placed within Cypress Forest, and no completed improvement shall be altered or changed in any manner, and no construction plans shall be submitted to the County (or any other governmental authority or agency) until all required approvals have been obtained under the Master Association Documents.

Section 4.2 Residential Use. Each Parcel shall be used exclusively for residential purposes, and no business activity shall be conducted upon a Parcel; provided however, that Declarant and any Builder shall be entitled to engage in business activities related to the development and sale of Parcels within Cypress Forest. The maximum number of occupants of a Parcel shall not exceed 2 persons per bedroom (for example, the maximum number of occupants of a 2-bedroom dwelling unit shall be 4).

Section 4.3 Governmental Regulations. The use of the Property (or any portion thereof) shall be in compliance with all applicable governmental land use, zoning, and environmental regulations and the terms of this Declaration. Except as provided under Article 12 herein, any change to, or variance from, any governmental land use or zoning regulation applicable to any Parcel must be approved in writing by the Association.

Section 4.4 Subdividing, Platting, Combining Parcels. No Parcel shall be (i) replatted, (ii) reduced in size, or (iii) combined with another Parcel for purposes of development, without the prior written approval of the Association, except for changes made by Declarant pursuant to Article 12 herein.

Section 4.5 Trash and Garbage. All garbage and trash containers, and bottled gas tanks, shall be located at the rear of the dwelling and shall be installed underground or within a completely walled-in area which is not visible from anywhere outside of the Parcel.

Section 4.6 Pets. No pets shall be permitted to be kept within or upon a Parcel, except (i) fish, (ii) domestic birds, (iii) up to two domestic household dogs, and (iv) up to two domestic household cats. Permitted pets shall be kept only under the Rules and Regulations adopted by the Board of Directors; provided however, (i) that no permitted pet shall be kept, bred or maintained for any commercial purpose, (ii) that no permitted pet shall be allowed outside of a dwelling unit unless said pet is on a leash, and (iii) that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from Cypress Forest upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Areas except pursuant to Rules and Regulations adopted by the Board of Directors. The Owner shall indemnify and hold the Association and the Declarant harmless from and against any loss, damages or liability of any kind or character whatsoever incurred by the Association or the Declarant as a result of any act or actions by the Owner's pet(s).

Section 4.7 Clothes Lines. No outdoor clothes drying lines or related facilities shall be allowed which are visible from anywhere outside of the Parcel.

Section 4.8 Nuisance. No noxious or offensive activity shall be allowed on any portion of the Property, nor shall anything be done that is or may become a nuisance or annoyance to the other members of the Association; provided however, that Declarant and any Builder shall be entitled to engage in activities

## DECLARATION OF CYPRESS FOREST, CONTINUED

on and in full service at all times throughout the year, at Owner's expense.

Section 4.14 Garage. A garage shall remain a garage, and shall not be converted for other uses.

Section 4.15 No Interference With Construction. No Owner shall interfere with any of Declarant's (or any Builder's) construction activities.

Section 4.16 Public Land Use Regulations. The minimum standards, rules, and regulations of any applicable governmental body, board, agency or the like shall be complied with by each Owner (subject to Article 26 herein). In addition, in the development, use, and operation of a Parcel, an Owner must comply with all applicable governmental permits pertaining to the development, use, and operation of Cypress Forest and/or Fourth Wellington as a whole, including those permits issued by governmental bodies, districts, boards, departments and agencies.

Section 4.17 Insurance. No acts or activities shall be undertaken upon a Parcel which causes an increase in the cost of insurance for the Common Areas or any other Parcel; provided however, this provision shall not preclude Declarant or any Builder from engaging in acts or activities related to the development and sale of the Property and/or portions thereof.

Section 4.18 Curing Contamination. An Owner, at his cost and expense, shall take immediate action to remediate and cure any contamination of, or harm to, Cypress Forest's or other entities' sewer, water, lakes, and/or drainage systems, to the extent that such contamination or harm arises out of the Owner's (or other occupant's) use or operation of his Parcel.

Section 4.19 Access to Golf Course. No Owner (or guest or family member of Owner, or other Person for whom Owner is responsible) shall be permitted direct access from Cypress Forest to any golf course abutting Cypress Forest.

Section 4.20 Improvements Abutting Lake or Golf Course. No hedge, fence, landscaping or other improvements shall be constructed along or adjacent to a boundary of a Parcel, to the extent that such boundary abuts or is adjacent to a golf course or a lake or other water body, without the prior written approval of the Declarant, the Association and the Architectural Review Committee. Each Owner understands and agrees that the Declarant, the Association or the Architectural Review Committee may preclude any and all fences; provided however, that a fence required by any state law or any governmental regulation shall not be precluded. In no event shall any such improvements encroach upon the golf course or water body without the prior written consent of the fee simple owner of the property being encroached upon.

Section 4.21 Signs. No sign shall be installed or placed upon a Parcel without the prior written approval of the Association; provided, however, that Declarant and any Builder, without the Association's approval, shall be permitted to install signs on their respective properties relating to the development and sale of Parcels within Cypress Forest (subject to Section 4.1 above and Section 4.25 below).

Section 4.22 Vacant Parcels. Any Parcel not properly maintained by an Owner shall be subject to routine maintenance by the Association (or any person designated by the Association) in the event that such Parcel is deemed by the Association to be a nuisance, eyesore, health hazard, or environmental problem, and the Owner of such Parcel shall be obligated to reimburse the Association, upon demand by the Association, for the costs and expenses incurred by the Association with respect to such maintenance. The Association shall have a continuing lien against the Owner's Parcel for the costs and expenses incurred by the Association under this Section 4.22, which may be foreclosed in the same manner as a mortgage of

DECLARATION OF CYPRESS FOREST, CONTINUED

real property is foreclosed.

Section 4.23 Cable Television. Each Owner understands and agrees that Declarant or the Association has entered into, or may enter into, agreements with a cable television operator(s) or provider(s), whereby such operator(s) or provider(s) is (are) granted the exclusive right to own and operate a cable system and the exclusive right to provide cable service within Cypress Forest. The Association shall have the power to assess Owners for the costs and expenses related to the furnishing of cable television services to Owners.

Section 4.24 Improvements. Each Owner and the Association understands and agrees (i) that no improvements (including, but not limited to, any building, dwelling, structure [whether permanent or temporary], fence, sign, paved area, exterior lighting, site furniture, exterior mechanical equipment, drainage facility, water retention facility, sewage system, water system, road, parking area, lake, and/or landscaping) shall be commenced, constructed, installed, erected, or placed upon or within the Property, (ii) that no amendment, change or alteration of any such improvement shall be made (except for such amendments, changes or alterations not visible from outside of the dwelling and not creating any aesthetic impacts upon the Property), and (iii) that no construction plans of any type shall be submitted to the County or any other governmental agency or authority, until such time as the design plans with respect thereto have been approved in accordance with the Master Association Documents.

Section 4.25 Rules and Regulations. Each Owner and Parcel shall be subject to any rules and regulations (governing the use, maintenance, and operation of the Property) adopted by the Board of Directors pursuant to the Bylaws; provided, however, that for so long as Declarant has any Voting Rights, no rules or regulations shall be adopted or amended without Declarant's prior written approval.

ARTICLE 5

COMMON AREAS

Section 5.1 Description. All real property (and improvements thereon) owned by, or dedicated/reserved to, the Association shall constitute "the Common Areas." The Association shall accept the interest in and to all property conveyed and/or dedicated/reserved to it by the Declarant.

Section 5.2 Restrictions. Each Owner shall have a right and an easement to enjoy and use the Common Areas for the purposes intended, subject to:

- A. all provisions and terms of this Declaration and the Exhibits hereto;
- B. the rules and regulations adopted from time to time by the Board of Directors;
- C. all restrictions of public record;
- D. the right of the Association to convey, dedicate, transfer or lease all or any part of its right, title and interest in the Common Areas (or part thereof) to the Declarant, or any public agency, authority, governmental body, unit of local government, or utility (in which event, such property shall no longer be a part of the Common Areas unless otherwise designated as Common Areas in writing by the Association and the grantee);
- E. the right of the Association to take such steps reasonably necessary to protect the Common

DECLARATION OF CYPRESS FOREST, CONTINUED

Areas against damage.

- F. the right of the Association to properly maintain, repair, and improve the Common Areas.
- G. the rights and easements of other Owners in and to the Common Areas.
- H. the right of the Association to enter into agreements with "outside owners" for purposes of allowing such "outside owners" to use the Common Areas (or a part thereof) for the purposes intended. For purposes of this Declaration an "outside owner" shall mean a Person (including, but not limited to, Declarant) that owns land that is not a part of the Property.

Section 5.3 Restraint Upon Separation of Use Rights. The right to use the Common Areas (i) shall be appurtenant to a Parcel, (ii) shall not be separated from the Parcel, (iii) shall pass with the title to a Parcel (whether or not separately stated or described), and (iv) shall not be conveyed or encumbered except together with the Parcel; subject to Section 5.2H above.

ARTICLE 6

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Section 6.1 As to Common Areas. The Association shall be responsible for the maintenance, repair, replacement, and improvement of the Common Areas and such expenses (except as otherwise provided herein) shall be treated as and paid for as a part of the Common Expenses. However, should the need for maintenance, repair, replacement, or improvement be caused by the negligence of, or misuse by, an Owner, his lessees, guests, invitees, or other Persons for whom the Owner is responsible, said Owner shall be solely obligated for the costs of such maintenance, repair, replacement, and/or improvement; and, the Association shall have a lien against such Owner's Parcel in the amount of such costs, which may be foreclosed in the same manner as a mortgage against real property. The Common Areas shall be maintained by the Association in a safe, clean, operable and attractive condition at all times, in accordance with the aesthetic standards established for Cypress Forest and for Fourth Wellington as a whole.

Section 6.2 As to Parcels. Each Owner shall have the obligation, at his sole cost and expense, to maintain his Parcel in a safe, clean, operable and attractive condition at all times, in accordance with the aesthetic standards established for Cypress Forest, in compliance with (his Declaration and the Master Association Documents, and in compliance with all governmental, health, police, and fire codes, ordinances, regulations and statutes applicable to his Parcel. In the event that the Association determines that the Owner is not adequately carrying out his obligations and responsibilities hereunder, the Association shall give the Owner written notice of such determination, expressly setting forth the Owner's default or deficiency. If the Owner fails to correct such default or deficiency within 15 days after receipt of such notice from the Association, then the Association shall have the right to enter upon the Parcel and cure the default or deficiency. The Association shall have a continuing lien upon the Owner's Parcel for the costs and expenses (including, but not limited to, reasonable attorney's fees) incurred by the Association hereunder, which may be foreclosed in the same manner as a mortgage against real property.

Section 6.3 As to Outside Land. The Association has the authority to maintain, repair, replace and improve (i) land that is not a part of a Parcel or a part of the Common Areas, and/or (ii) land that is not included within the Property, collectively the "outside land," pursuant to an agreement(s) with the owner(s) of said outside land. In connection with such agreement(s) the Association is authorized to provide the owner of the outside land with sufficient insurance and/or indemnification to protect such

DECLARATION OF CYPRESS FOREST, CONTINUED

owner against any loss, cost, damage or expense arising out of said agreement. The expenses incurred by the Association under such agreements(s) shall be treated as and paid for as a part of the Common Expenses.

Section 6.4 Inspection by Association and Master Association. Each Owner shall allow the Board of Directors (and the Board's agents and employees) and representatives of the Master Association to enter upon his Parcel for the purpose of inspecting same to determine if there are any factors or other matters threatening the Property (or any portion thereof) and/or to determine if the Owner and his Parcel are in compliance with the provisions of this Declaration and the Exhibits hereto. Except in the case of a bona fide emergency, such entry shall be made at reasonable times and with reasonable advance notice.

Section 6.5 Declarant's Right to Enter. The Declarant and its designees, shall be entitled to enter upon any Parcel for purposes of constructing, installing, altering, repairing, replacing and/or relocating utility, cable television, communications, and security lines, cables, wires, pipes, and other utility, cable television, communications and security facilities; provided, however, that in such event Declarant or its designees shall fully restore and repair the Parcel from the effects of such actions.

Section 6.6 Insurance Proceeds. Whenever an Owner is responsible for any loss or costs covered by insurance maintained by the Association, the proceeds of the insurance received by the Association for such loss or costs shall be used for the purpose of the necessary maintenance, repair or replacement, and such Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

Section 6.7 Maintenance Contracts. The Association may enter into a contract with any Person for the maintenance of the property for which the Association is responsible for maintaining hereunder, and/or any portion thereof, and may delegate to such Person all the powers and duties of the Association related thereto, except as otherwise prohibited under the Declaration, the Bylaws or Articles of Incorporation, and/or the laws of the State of Florida.

ARTICLE 7

ASSESSMENTS

Section 7.1 Applicability to Parcels. Commencing as of the date that this Declaration is recorded in the Public Records of the County, each Parcel shall be subject to Assessments as more specifically provided for in this Declaration and the Bylaws, respectively. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of any of the property or services within or outside the Property, except as specifically provided in this Declaration.

Section 7.2 Uniform Rate of Assessments. All Assessments shall be at an equal, uniform rate for each Parcel in Cypress Forest. The share of the Assessments in Cypress Forest attributable to a particular Parcel shall be based on a fraction, the numerator of which is one and the denominator of which is the total number of Parcels in Cypress Forest. The terms and provisions of this Section 7.2 are subject to the terms and provisions of Section 7.9 below.

Section 7.3 Amount and Use. The Regular Assessments and other charges collected by the Association shall be in an amount sufficient to pay all costs, expenses, and liabilities incurred by the Association, including but not limited to costs, expenses and liabilities incurred in regards to (a) the administration, maintenance, installation, repair, replacement, and operation of the Common Areas and

DECLARATION OF CYPRESS FOREST, CONTINUED

other property for which the Association is responsible hereunder, (b) the administration and operation of the Association, (c) carrying out the purposes and duties of the Association, (d) insurance for directors and officers of the Association, (e) furnishing cable television services (if applicable) to Owners, and of implementing and complying with any cable television contract entered into by Declarant or the Association (if applicable), (f) obligations for the payment of property taxes and assessments against and insurance coverage for the Association's property, (g) legal and accounting fees, security costs, management fees, (h) utilities used upon the Common Areas, (i) cleaning services, (j) expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Owners or others, (k) the creation of reasonable reserves, and (l) all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation, ~~administration~~ and enforcement. Any portion of the Assessments and other charges remaining after the disbursements required hereby shall be used for the promotion of the general welfare of Cypress Forest.

Section 7.4 Special Assessments.

A. The Association, through its Board of Directors, shall also have the power and authority to levy and collect Assessments designated as Special Assessments for the following purposes: the acquisition of property; the construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; the payment of the sums necessary to indemnify each Director and Officer of the Association in accordance with the terms of this Declaration and the Exhibits attached hereto; and the payment of other costs, expenses, and liabilities not anticipated at the time of the adoption of the annual budget. All notices of Special Assessments from the Association to the members shall designate the date when the Special Assessment is due.

B. The Association may levy an emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to Persons or property. Such emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency Special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency Special Assessments shall be collectible from Owners in such manner as the Board of Directors shall determine.

Section 7.5 Due Dates. The Assessments shall be due and payable on the date or dates fixed by the Board of Directors as the due date, and such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board of Directors.

Section 7.6 Certificate. The Association shall, upon demand at any time, furnish to any Owner liable for a particular Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid and any other provisions. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7.7 Lien Rights. All Assessments, together with interest thereon from the due date at the maximum rate allowed by law, and the cost of collection thereof (including reasonable attorneys' fees and administrative charges incurred by the Association), shall constitute a continuing lien on the Parcel that shall bind such Parcel in the hands of the Owner, his heirs, devisees, personal representatives, successors and/or assigns, and shall also be the continuing personal obligation of the Owner of the Parcel. A Claim of Lien pertaining to said lien, stating the description of the Parcel, the name of the Owner, the amount due, and the due date may be recorded in the Public Records of the County by the Association at such time as an Assessment is not paid when due. Such Claim of Lien shall secure all unpaid Assessments, interest, costs, and attorneys' fees which are due, and which may accrue subsequent to the recording of the Claim of Lien and prior to entry of a final judgment of foreclosure.

DECLARATION OF CYPRESS FOREST, CONTINUED

Section 7.8 Enforcement of Lien. Through its Board of Directors the Association may bring an action to foreclose the Claim of Lien against the Parcel in like manner as a foreclosure of a mortgage on real property, and/or bring a suit on the personal obligation against the Owner.

Section 7.9 Proviso. Anything in this Article 7 to the contrary notwithstanding, when an Institutional Mortgagee or other Person becomes an Owner upon the foreclosure of the mortgage owned by the Institutional Mortgagee or as a result of a deed given in lieu of foreclosure of such mortgage, such Institutional Mortgagee or other Person (and their heirs, successors and assigns) shall not be liable for the unpaid share of Assessments attributable to the subject mortgaged Parcel which became due prior to the acquisition of title of the mortgaged Parcel by such Institutional Mortgagee or other Person as a result of the foreclosure, or deed in lieu of foreclosure, unless the unpaid share of the Assessments is secured by a claim of lien for Assessments that was recorded prior to the recording of the subject mortgage owned by the Institutional Mortgagee. The unpaid share of Assessments that is subordinated under this Section 7.9 shall constitute a part of the Common Expenses collectible from all of the Owners, including such Institutional Mortgagee or other Person. Except as otherwise provided in this Section 7.9, an Institutional Mortgagee (or other Person) becoming an Owner upon the foreclosure of the mortgage owned by the Institutional Mortgagee or as a result of a deed in lieu of the foreclosure thereof (and their heirs, successors and assigns) shall be liable for assessments in the same manner as all other Owners in Cypress Forest.

ARTICLE 8

EASEMENTS

Section 8.1 Easement Rights of Declarant. Declarant reserves unto itself, its designees, successors and assigns, and Declarant, its designees, successors and assigns, are hereby granted, perpetual and/or temporary easements for any and all purposes over, upon, across, under, and/or through the Property (or any portion thereof), at any time, without the need for any joinder, ratification or consent by the Association, any Owner, or any lienholder; provided that such easement(s) shall not encroach upon any dwelling unit or otherwise materially interfere with an Owner's use of his Parcel. If requested by Declarant, the Association, all Owners, and all lienholders shall join in all documents specifically describing the easements reserved and/or granted hereunder for purposes of evidencing same. It is understood that such easements may be used at Declarant's (or its designee's, successor's, or assigns') option for any purposes, including, but not limited to, (i) using, draining into, dredging and/or maintaining any lakes and/or water management tracts within the Property; (ii) hauling any fill, dirt, or other materials arising from the development of the Property or surrounding property; (iii) ingress and egress for golf carts, maintenance vehicles, and persons lawfully using or maintaining any golf course abutting, adjacent to, or in the proximity of Cypress Forest; and (iv) constructing, installing, operating, maintaining, repairing, inspecting, extending and/or replacing any and/or all improvements and systems servicing the Property and/or surrounding properties; monitoring wells; drainage and irrigation systems (which may be used by other communities within the Landings at Wellington, P.U.D.); security systems; all utility systems (including, but not limited to, electric, gas, water sewer, telephone, cable television, satellite master antenna television, cable distribution, and all communications systems); landscaping and water areas; and/or pedestrian access.

Section 8.2 Easement Rights of Association. The Association shall have the power, through its Board of Directors, to grant to any Person perpetual easements over, upon, under, across and/or through the Common Areas, in its own name and without the joinder or approval of any Owner or lienholder.

Section 8.3 Easement Rights of Institutional Mortgagees. An easement is hereby granted to each

DECLARATION OF CYPRESS FOREST, CONTINUED

Institutional Mortgagee over and upon roadways within the Common Areas for the purpose of access to the property subject to its mortgage.

Section 8.4 Persons Bound: Beneficiaries. The easements set forth in this Article 8 shall run with the land and shall be binding upon every Owner and every claimant of the Property or any portion thereof or of any interest therein, and their respective heirs, executors, administrators, personal representatives, successors and assigns and all Persons claiming by, through or under such Persons. No action shall be taken that would significantly interfere with the easement rights set forth herein. Should the intended creation of any easement fail for any reason, then any such easement deemed not to be so created shall nevertheless be considered as having been granted ~~directly to the Association~~ for the purpose of allowing the original party or parties to whom the easements were originally granted or reserved the benefit of such easement, and the Owners designate the Declarant and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating or reserving such easement(s).

ARTICLE 9

INSURANCE

Section 9.1 Association's Responsibilities.

A. Casualty Insurance. The Association shall use its best efforts to obtain and maintain insurance on the Common Areas and all improvements located within the Common Areas from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs, as determined annually by the Board of Directors. Such coverage shall afford protection against: (a) loss or damage by fire, flood, or other hazards covered by a standard extended coverage endorsement; and (b) such other risks as from time to time are customarily covered with respect to improvements similar to the Insured Property in construction, location and use.

B. Liability Insurance. The Association shall use its best efforts to obtain and maintain comprehensive general public liability and property damage insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors, and, if possible, with a cross-liability endorsement to cover liability of the Owners as a group to any Owner and vice versa.

C. Workmen's Compensation. The Association shall use its best efforts to obtain and maintain a Workmen's Compensation Policy in an amount sufficient to meet the requirements of law.

D. Other Insurance. The Association shall use its best efforts to obtain and maintain such other insurance as the Board of Directors may from time to time deem desirable.

E. Waiver of Subrogation. When appropriate and attainable, each of the foregoing policies shall waive the insurer's right to (i) subrogation against the Association and against Owners individually and as a group and against their respective family members, servants, invitees, agents and guests; (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, or by a member of the Board of Directors, or by one or more Owners.

DECLARATION OF CYPRESS FOREST, CONTINUED

F. Deductibles. In obtaining and maintaining insurance coverage as required or authorized hereunder, the Board of Directors shall agree to such deductibles as it deems reasonable.

G. Costs. Any premiums, costs or other expenses incurred by the Association pursuant to this Article IX shall be treated as and deemed to be Common Expenses.

Section 9.2 Owner's Responsibilities. Each Owner shall keep the residential dwelling and all other improvements lying within his Parcel fully insured in an amount not less than one hundred percent ~~(100%)~~ of the full insurable replacement value thereof (excluding foundation and excavation costs) by a company acceptable to the Association. Written proof of such insurance shall be provided by the Owner to the Association within three (3) days after demand by the Association for such proof. Any sum received from insurance against injury or damage to, or destruction of, the Owner's dwelling, shall first be applied to the repair, restoration, or reconstruction of the said dwelling. In addition, each Owner may obtain insurance coverage at his own expense and at his own discretion upon all other property within his Parcel, including, but not limited to, his personal property, and for his personal liability and living expenses and for any other risk. Such insurance, where applicable, shall contain the same waiver of subrogation, if available at reasonable cost, as referred to in Section 9.1E above. Notwithstanding anything to the contrary which may be contained herein, the Association shall not be responsible for the failure of any Owner to maintain any insurance required hereunder or the failure, refusal or inability of any insurance company to pay any claims under any insurance coverage required hereunder.

Section 9.3 Insurance Regarding Outside Land. The Association is authorized to obtain and maintain the insurance necessary to comply with any agreement entered into pursuant to Section 6.3 herein.

ARTICLE 10

ADDITIONAL LANDS

In the event that a governmental authority, department, body, or agency requires that additional land or lands and/or improvements (collectively "Additional Land") be submitted and subjected to the terms of this Declaration, the Declarant shall have the right to submit and subject such Additional Land to the terms of this Declaration. The Declarant shall submit and subject Additional Land to the terms of this Declaration by recording an instrument in the Public Records of the County which (1) makes reference to this Declaration, (2) states that the purpose is to submit and subject the Additional Land to the terms of this Declaration, (3) contains a legal description of the Additional Land, and (4) is executed by the Declarant and all record owners of the Additional Land with the formalities of a deed. Such instrument shall constitute an amendment to this Declaration, and such an amendment may be made by Declarant without the joinder, ratification or approval of the Association, any Owner, or any lienholder. Upon the submission and subjection of Additional Land to the terms of this Declaration, such land shall be deemed to be a part of the Property and the owners of the Additional Land shall be entitled to enforce the terms of this Declaration, and shall likewise be subject to the terms hereof, as though all of the Additional Land were submitted and subjected to the terms of this Declaration when the Declaration was originally recorded.

DECLARATION OF CYPRESS FOREST, CONTINUED

ARTICLE 11

NOTICE

Any notice or other communication to an Owner (other than Declarant) shall be deemed properly given only when mailed in the U.S. mail or hand delivered to the address of the Owner as set forth in the Association's files. It shall be the Owner's responsibility to keep his address current with the Association. In the event that the Owner's address is not on file with the Association, then the Owner's address shall be deemed to be the address of his Parcel. Any notice or other communication to Declarant shall be deemed properly given only when mailed in the U.S. mail, registered mail or certified mail, return receipt requested, to the Declarant, Bink's Forest Holdings, Inc., 701 Brickell Avenue, Suite 2100, Miami, Florida 33131, or such other address provided by Declarant by written notice to the Owners and the Association. Any notice or other communication to the Association shall be deemed properly given only when mailed in the U. S. mail, registered mail or certified mail, return receipt requested, or hand delivered (and receipted for), to the Association at 701 Brickell Avenue, Suite 2100, Miami, Florida 33131, or such other address provided by the Association by written notice to the Owners and the Declarant.

ARTICLE 12

AMENDMENTS TO GOVERNMENTAL LAND USE REGULATIONS

With respect to any Parcels owned by Declarant, the Declarant hereby reserves the right to amend at any time, and from time to time, the Site Plan for Cypress Forest, the County's (and, to the extent applicable, any city's) Zoning and/or Comprehensive Plan designation, any Plat of public record, and any other governmental land use regulation applicable to Cypress Forest, without any approval, consent, or joinder of any Owner, any lienholder, or the Association. In the event that the applicable governmental body requires the approval, consent and/or joinder of any Owner, lienholder, or the Association, then the Declarant is hereby appointed as the agent for such parties for purposes of signing any and all documents required by such governmental body in connection therewith, and/or such parties, upon demand by Declarant, shall sign the approvals, consents, and joinders necessary to carry out the amendments hereunder. In connection with any amendments under this Article, the Declarant and/or the Association shall have the authority to alter, realign, or convey a portion of the Common Areas.

ARTICLE 13

CLUBS

Ownership of property within Cypress Forest does not confer upon the Owner a vested right to use any club facilities within The Landings at Wellington, PUD. The right to use club facilities within The Landings at Wellington, PUD shall be governed and controlled by the Persons owning said club facilities. This Article shall not apply to any club facilities that may be constructed within the Common Areas, which shall be governed by Article V herein.

DECLARATION OF CYPRESS FOREST, CONTINUED

ARTICLE 14

ACME IMPROVEMENT DISTRICT

Each Owner shall be responsible for any taxes and assessments levied upon his Parcel by Acme Improvement District ("Acme"), which shall be in addition to the Assessments paid to the Association and the Master Association. Acme shall have the right to enter upon the Property, and to take all actions upon the Property that are necessary by Acme to carry out its obligations and responsibilities. Within 5 days after written request from Declarant, an Owner shall provide Declarant with a duly executed proxy (in the form provided by Declarant) authorizing Declarant to represent and vote for Owner at all meetings (regular or special) of Acme, and to act for and in Owner's place and stead with respect to Owner's Parcel regarding activities undertaken by Acme.

ARTICLE 15

REMEDIES

Section 15.1 Rights of Declarant, Association, and Master Association for Violation by Owner. In the event that an Owner violates or threatens to violate any provision of this Declaration or any Exhibits hereto, and/or the Rules and Regulations adopted by the Board of Directors, the Declarant, the Association and/or the Master Association shall have the right to:

- A. seek any available relief in law and/or equity, including but not limited to, damages and injunctive relief; and/or
- B. after five (5) days prior notice to the Owner (except in an emergency, when no notice shall be required), enter (or designate the proper Person or Persons to enter) upon the Owner's Parcel and/or any part of the Common Areas and summarily abate, cure, and/or remove any such violation, carry out Owner's obligations, or otherwise remedy the violation, without being liable for any manner of trespass; and/or
- C. charge the Owner for all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the Declarant, the Association and/or the Master Association in seeking and/or enforcing any of the remedies provided for herein, which charge shall constitute a lien against the Owner's Parcel.

Section 15.2 Rights of Declarant and the Master Association for Violation by Association. In the event that the Association (i) fails to meet the maintenance standards established hereunder, (ii) fails to properly carry out its duties, or (iii) otherwise acts in violation of this Declaration or the Exhibits hereto, Declarant and/or the Master Association, after five (5) days prior notice to the Association, shall have the right to:

- A. enter upon the Property as agent for the Association (which agency is coupled with an interest) and remedy the violation, without being liable for any manner of trespass; and/or
- B. enforce the Association's obligations through any available legal and/or equitable action; and/or
- C. seek any other remedy available in law and/or equity; and/or

DECLARATION OF CYPRESS FOREST, CONTINUED

D. be reimbursed for all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Declarant and/or the Master Association in seeking and/or enforcing any of the remedies provided for herein.

Section 15.3 Rights of Owners for Violation by an Owner or Association. In the event that an Owner(s) or the Association violates or threatens to violate any provision of this Declaration (or any Exhibits hereto), or any Rules and Regulations adopted by the Board of Directors in accordance with this Declaration, any Owner (or group of Owners) may seek any remedy available in law and/or equity.

Section 15.4 Attorney's Fees. In the event that attorney's fees are incurred in any level of litigation arising under this Declaration (including, but not limited to, trial and appellate proceedings), the prevailing party shall be entitled to reimbursement from the other party (or parties) to the litigation for the costs and reasonable attorney's fees incurred by the prevailing party.

ARTICLE 16

OBLIGATIONS OF OWNER

Each Owner, by becoming such, agrees that he shall be personally responsible for the payment of all obligations that may become liens against his Parcel pursuant to this Declaration. Further, the amount of any lien granted to the Declarant, the Association, and/or the Master Association hereunder shall include, but not be limited to, the costs of enforcing the lien (including, but not limited to, reasonable attorney's fees and administrative charges incurred by the Association) and interest on the amount of the lien at the highest rate allowed by law, and each such lien may be foreclosed in the same manner as a mortgage against real property. Any lien granted by or arising under this Declaration shall be effective as of the date that a claim of lien for such lien is recorded in the Public Records of the County.

ARTICLE 17

AMENDMENT

Section 17.1 General Procedure. Except as otherwise specifically provided in this Declaration, any of the terms and provisions in this Declaration may be amended or deleted, and/or new terms and provisions may be created, by an amendment to this Declaration approved by the affirmative consent of sixty-five percent (65%) of the Voting Rights in Cypress Forest, except that an amendment changing the method of sharing the payment of Assessments under Section 7.2 herein must be approved by an affirmative consent of one hundred percent (100%) of the Voting Rights in Cypress Forest. The amendment shall be evidenced by a Certificate of Amendment executed with the formalities of a deed. The Certificate of Amendment need only be executed by the President or Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association unless otherwise provided in this Declaration, and shall include the recording data identifying this Declaration and a certification executed by such Officer and attested by such Secretary attached thereto certifying that the amendment was made in accordance with the terms of this Declaration.

Section 17.2 Provision. Anything to the contrary herein notwithstanding:

- A. This Declaration may be amended by Declarant at any time without the joinder,

DECLARATION OF CYPRESS FOREST, CONTINUED

ratification or approval of the Association, any Owner, or any lienholder, where such an amendment is specifically provided for in this Declaration, or where required (whether by amendment to this Declaration or to the Articles of Incorporation or Bylaws) in order to make the mortgage of any Institutional Mortgagee encumbering a Parcel eligible for purchase by FNMA, FHLMC or GNMA. Such Amendment, which shall be recorded in the Public Records of the County, need be executed and acknowledged only by the Declarant with the formalities of the execution of a deed and joined in and consented to by the Master Association, and shall include reference to the recording information identifying this Declaration; and no Certificate of the Association shall be required.

B. Until the Declarant specifically elects in writing to terminate this right of consent, all amendments to this Declaration must be consented to in writing by Declarant, and in the absence of such consent the Amendment shall be null and void.

C. All amendments to this Declaration must be consented to in writing by the Master Association, and in the absence of such consent the Amendment shall be null and void.

ARTICLE 18

RIGHT TO MODIFY, CANCEL, OR LIMIT

Anything to the contrary herein notwithstanding, Declarant specifically reserves the absolute and unconditional right, without any joinder, ratification or approval of the Association, any Owner or any lienholder, to alter, modify, change, revoke, rescind, limit or cancel any of the terms contained in this Declaration and/or to add new terms to the Declaration, when required to do so by any applicable governmental authority.

ARTICLE 19

ASSIGNMENT

Any and/or all of the rights, powers, and easements reserved by or granted to the Declarant hereunder may be assigned by the Declarant to any Person or Persons. All rights, powers, and easements may be assigned to one Person, or some rights, powers, and easements may be assigned to one Person, and some rights, powers, and easements may be assigned to one or more other Persons. The assignment shall be (a) in writing, (b) recorded in the Public Records of the County, and (c) joined in by the assignee for purposes of evidencing assignee's acceptance of the rights, powers, and/or easements so assigned.

ARTICLE 20

DURATION

This Declaration, as amended, shall continue in full force and effect against the Property and the Owners thereof until January 1, 2018, and shall, as then in force, be continued automatically, and without further notice, from such date for periods of ten (10) years each, without limitation, unless at least six (6) months prior to January 1, 2018, or at least six (6) months prior to the expiration of any successive ten-year period, a termination of this Declaration shall have been recorded in the Public Records of the County (or other proper public recording office). Said termination of this Declaration must be executed and

DECLARATION OF CYPRESS FOREST, CONTINUED

acknowledged by the President (or Vice-President) and Secretary (or Assistant Secretary) of the Association, and must be approved by the affirmative consent of (i) at least two-thirds (2/3) of the Board of Directors and at least seventy five percent (75%) of the Voting Rights in Cypress Forest, or (ii) at least eighty five percent (85%) of the Voting Rights in Cypress Forest. In the event that this Declaration is terminated under this provision, or any other provision or Article contained herein, a similar Declaration shall be executed and recorded in the Public Records of the County, if necessary to insure a continuation of the operational, administrative, and maintenance services performed by the Association hereunder. Declarant shall have no obligations or liabilities with respect to, or arising from, the termination of this Declaration.

ARTICLE 21

SEVERABILITY

The determination of any Court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof.

ARTICLE 22

APPLICABLE LAW/VENUE

This Declaration shall be interpreted according to the laws of the State of Florida, and the proper venue of any actions arising hereunder shall be Palm Beach County, Florida.

ARTICLE 23

CAPTIONS

The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits annexed hereto.

ARTICLE 24

SINGULAR/PLURAL - MASCULINE/FEMININE

Words used herein in the singular shall include the plural (and vice versa), and words in the masculine shall include words in the feminine or neuter gender (and vice versa), unless the text thereof expressly requires the contrary.

ARTICLE 25

DISSOLUTION OF ASSOCIATION

In the event the Association is dissolved, the Common Areas shall be conveyed to: (1) a non-profit corporation that is organized for purposes similar to those of the Association, or (2) a governmental body

DECLARATION OF CYPRESS FOREST, CONTINUED

or public agency. The entity or entities ("New Entity") to which the Common Areas are conveyed shall then assume the obligations of the Association hereunder, and the New Entity shall have the same assessment, lien and enforcement rights against the Owners and Parcels as the Association has hereunder. In the event that no such conveyance is made under (1) or (2) above, and the Association is dissolved, the Association shall, nevertheless, continue to exist as an unincorporated membership organization with the same rights and obligations of the Association hereunder.

ARTICLE 26

RESTRICTIONS PREVAIL OVER LESS STRINGENT  
GOVERNMENTAL REGULATIONS

Where the covenants and restrictions set forth in this Declaration impose minimum standards more stringent than governmental standards and regulations, the covenants and restrictions in this Declaration shall prevail, unless otherwise precluded by Florida law.

ARTICLE 27

LESSEES

Owners shall be responsible for all acts and actions of their lessee(s). Lessees shall comply with this Declaration (and the Exhibits hereto), as well as any rules, regulations, and restrictions adopted by the Board of Directors or the Declarant hereunder, in the same manner as an Owner, and any violation of same by a lessee shall be treated as a violation by the Owner. Lessees shall be entitled to use the Common Areas in the same manner as an Owner.

ARTICLE 28

STATUS AND WAIVER

Section 28.1 Covenants. The terms contained in this Declaration shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association (which shall be deemed the agent for all of its members for such purposes), and by any Owner or Owners.

Section 28.2 Waiver. The failure of any Person to enforce any covenant or obligation herein contained shall in no event be deemed a waiver by that or any other Person of its rights to thereafter enforce the same. No liability shall attach to the Declarant or an Owner for failure to enforce such covenants or obligations.

DECLARATION OF CYPRESS FOREST, CONTINUED

ARTICLE 29

CONFLICT IN DOCUMENTS

Section 29.1 Conflict with Master Association Documents. In the event of any conflict between a covenant or restriction in this Declaration and a covenant or restriction in the Master Association Documents, the more stringent covenant or restriction shall prevail.

Section 29.2 Conflict among Declaration, Exhibits, and Rules and Regulations. In the event of any conflict between or among any of the following documents, the conflict shall be resolved by interpreting the conflicting term or provision as it appears in the document of higher authority; such documents, in order of highest authority to lowest, are as follows:

1. This Declaration;
2. The Articles of Incorporation;
3. The Bylaws;
4. Rules and Regulations adopted hereunder.

ARTICLE 30

ASSIGNMENT OF RIGHTS OF  
ARCHITECTURAL REVIEW COMMITTEE

Under the Declaration of Protective Restrictions of Fourth Wellington, the Architectural Review Committee, with the prior written approval of the Master Association, may assign any of its rights and powers thereunder with respect to the Property to the Association. In the event of such an assignment, the Association shall have the right and authority to take such actions (including, but not limited to, forming an architectural review committee for Cypress Forest) as the Association deems to be reasonably necessary for purposes of carrying out and enforcing the rights and powers so assigned.

ARTICLE 31

LITIGATION

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the affirmative consent of at least seventy-five (75%) percent of the Voting Rights in Cypress Forest. This Article shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments hereunder, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

ORB 7746 Pg 721

DECLARATION OF CYPRESS FOREST, CONTINUED

ARTICLE 32

EFFECTIVE DATE OF THIS DECLARATION

This Declaration shall become effective upon its recordation in the Public Records of the County.

[Signatures Continue on Next Page]

ORB 7746 Pg 722

DECLARATION OF CYPRESS FOREST, CONTINUED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

Signed, Sealed and Delivered  
In the presence of:

BINK'S FOREST HOLDINGS, INC., a Florida  
corporation, Declarant

Melinda D. Jones  
Name Signed

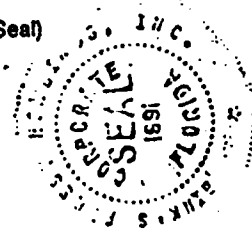
By: Melinda D. Jones  
Its Vice President

Julie D. Jones  
Name Printed

(Corporate Seal)

Carol T. Webb  
Name Signed

Carol T. Webb  
Name Printed



STATE OF FLORIDA )  
COUNTY OF Orange ) ss.

The foregoing instrument was acknowledged before me this 7th day of April, 1993, by Melinda D. Jones Vice President of BINK'S FOREST HOLDINGS, INC., a Florida corporation, on behalf of the corporation.



Melinda D. Jones  
Notary Public, State of Florida  
Comm. # 00041139  
My Commission Expires: \_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:  
March 12 1995

ORB 7746 Pg 723

DECLARATION OF CYPRESS FOREST, CONTINUED

JOINDER

The undersigned, FDIC, as Receiver of Southeast Bank, the owner of a mortgage against the Property, hereby joins in and consents to this Declaration of Protective Covenants, and subordinates its mortgage to the terms hereof.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]

FDIC, as Receiver of Southeast Bank

Jeffrey A. Johnson

By: [Signature]

its Assistant Managing Liquidator

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 1993, by John Nease as its President of Assistant Managing Liquidator on behalf of said Bank.

Mildred Leonard  
Notary Public

Commission # AA701776

(NOTARY SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 12/31/1993

DECLARATION OF CYPRESS FOREST, CONTINUED

JOINDER AND ACCEPTANCE

The undersigned, FOURTH WELLINGTON, INC., a Florida Corporation not for profit, hereby joins in this Declaration for purposes of acknowledging and accepting its rights hereunder.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

(1) *Linda A. Co.*

(2) *M. J. J.*

FOURTH WELLINGTON, INC.  
Florida Corporation not for profit

By:

*Ricardo Vadia*

Its

President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF *Alm Beach* ) ss.

The foregoing instrument was acknowledged before me this *13th* day of *June*, 1991, by RICARDO VADIA, as President of FOURTH WELLINGTON, INC., a Florida Corporation not for profit, on behalf of the corporation.

(NOTARIAL IMPRESSION  
(SEAL))

*M. J. J.*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: OCT. 13, 1992.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

ORB 7746 Pg 725

DECLARATION OF CYPRESS FOREST, CONTINUED

EXHIBIT "A"

Lots 1 through 264, inclusive, together with Parcels "A," "M," "P," "R," "U," "V," "X," and "Y," as shown in BINK'S FOREST OF THE LANDINGS AT WELLINGTON, P.U.D. - PLAT 2, according to the Plat thereof recorded in Plat Book 70, Pages 162, through 175, inclusive, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"



I certify that the attached is a true and correct copy of the Articles of Incorporation of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 19, 1990, as shown by the records of this office.

The document number of this corporation is N36169.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
19th day of January, 1990.



*Jim Smith*  
Jim Smith  
Secretary of State

EXHIBIT B

ORB 7746 Pg. 727

011790-4  
0059N

EXHIBIT "B"  
ARTICLES OF INCORPORATION  
OF  
CYPRESS FOREST HOMEOWNERS'  
ASSOCIATION, INC.

FILED  
RECORDED  
JAN 2 1968  
JAN 2 1968  
JAN 2 1968  
JAN 2 1968

The undersigned, hereby establishes the following for the purpose of becoming a nonprofit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I

Name of Corporation

The name of this Corporation (hereinafter the "Corporation") shall be CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

Purposes

The purpose of this Corporation is to own, lease, maintain, operate, and/or administer certain property within or related to Cypress Forest, and to carry out its rights and duties set forth in the Declaration of Protective Covenants of Cypress Forest.

ARTICLE III

Definitions

The definitions set forth in the Declaration of Protective Covenants of Cypress Forest (the Declaration to which these

Articles of Incorporation are annexed as an Exhibit) shall apply to these Articles of Incorporation.

ARTICLE IV

Powers and Limitations

A. The Corporation shall have the power:

1. To own, lease, operate, maintain, and administer the Common Areas, and other property within or related to Cypress Forest in accordance with the Declaration.
2. To establish, through its Board of Directors, reasonable rules and regulations regarding the property within Cypress Forest.
3. To carry out all the powers and duties vested in the Corporation pursuant to these Articles and the Bylaws of the Corporation, and pursuant to the Declaration.
4. To do all things necessary to carry out the operation of the Corporation as a natural person might or could do and to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations of similar character by the provisions of Chapter 617, Florida Statutes, and Chapter 607, Florida Statutes, respectively.
5. To engage professional management agents to manage its affairs, and pay a fee therefor.
6. To grant easements and leases to any Person over, under, through, and/or across the Common Areas, for or without compensation to this Corporation, without any need to obtain the approval or joinder of any Owner or lienholder.

7. To assess members of the Association, and enforce such assessments in accordance with the Declaration.

B. The Corporation is not organized for profit, nor shall it have the power to issue certificates of stock or pay dividends.

C. All funds and title to all interests in property acquired by the Corporation, whether fee simple or leasehold or otherwise, and the proceeds thereof shall be held in trust for members of the Corporation, subject to the terms of the Declaration.

D. The Corporation shall not be authorized to make any unreasonable accumulations of cash or assets as determined by the Internal Revenue Code or the rules and regulations pursuant thereto.

#### ARTICLE V

##### Corporate Existence

This Corporation shall have perpetual existence unless sooner dissolved by law. The Corporation may be dissolved upon unanimous resolution to that effect being adopted by the members of the Board of Directors and approved by an affirmative vote of at least eighty-five percent (85%) of the total Voting Rights in Cypress Forest, and, after receipt of an appropriate decree of dissolution, if such decree is necessary at the time of dissolution as set forth in Florida Statutes, Chapter 617, or statute of similar import.

#### ARTICLE VI

##### Qualifications for Members and Manner of Admission and Voting Rights

1. All Owners in Cypress Forest shall be members of the Corporation. An Owner shall automatically be a member of the

Corporation upon the recording in the Public Records of the County of the document evidencing the Owner's fee simple title to a Parcel.

2. Voting Rights shall be based on the formula of one vote for each Parcel; provided however, anything to the contrary herein notwithstanding, that until such time as the fee simple title to ~~75%~~ 75% of the Parcels within Cypress Forest has been conveyed by Declarant, the Declarant shall be entitled to vote 100% of the Voting Rights in Cypress Forest.

#### ARTICLE VII

##### Directors

1. The business of this Corporation shall be conducted by a Board of Directors, consisting of not less than three (3) nor more than seven (7) Directors. The initial Board of Directors shall consist of three (3) Directors.

2. The election of directors, their removal and the filling of vacancies on the Board of Directors shall be in accordance with the Bylaws of this Corporation.

3. The directors herein named (see Article IX) shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs, and any vacancies in their number occurring before a successor has been duly elected and qualified shall be filled in accordance with the Bylaws of this Corporation.

ARTICLE VIII

Officers

The affairs of the Corporation shall be managed by a president, vice president, secretary, treasurer, assistant secretary, assistant treasurer, and such other officers as may be authorized by the Board of Directors. ~~A person~~ may hold more than one office except that the offices of President and Secretary shall not be held simultaneously by the same individual. Said officers shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs. The first officers of the Corporation shall be:

President: George deGuardiola

Vice-President: Mary Jo Lysher

Secretary: Mary Jo Lysher

Treasurer: Sally Smith

ARTICLE IX

Names and Post Office Addresses of Directors

The names and post office addresses of the members of the first Board of Directors who shall hold office pursuant to the terms and provisions of these Articles of Incorporation and Bylaws of the Corporation shall be:

1. George deGuardiola

12230 Forest Hill Boulevard  
Wellington, Florida 33414

2. Mary Jo Lysher

12230 Forest Hill Boulevard  
Wellington, Florida 33414

ORB 7746 Pg 732

3. Sally Smith

12230 Forest Hill Boulevard  
Wellington, Florida 33414

#### ARTICLE X

##### Bylaws

The first bylaws of the Corporation shall be adopted by the Board of Directors named herein and may be altered, amended or rescinded in the manner provided by the Bylaws, which shall be by (1) the members and the Board of Directors and/or (2) the members as provided therein.

#### ARTICLE XI

##### Indemnification

1. The Corporation shall indemnify and hold harmless any Director or Officer of the Corporation, and/or any member of any committee created or arising under these By-Laws or the Articles of Incorporation, or the Declaration ("corporate committee"), collectively referred to herein as the "Indemnities" and individually referred to herein as an "Indemnatee," made a party or threatened to be made a party to any action, suit or proceeding as follows. This indemnification shall extend to any action of a judicial, administrative, criminal, or investigative nature (including, but not limited to, any action by the Corporation), brought by or against an Indemnatee, based on an act, or acts, alleged to have been committed by such Indemnatee, in his capacity as an Officer, Director or member of a corporate committee. In any such action, the Corporation shall indemnify and hold the Indemnatee harmless from and against judgments, losses,

liabilities, costs, fines, amounts paid in settlement, and reasonable expenses, including, but not limited to, attorneys' fees, actually incurred by the Indemnitee as a result of such action, suit, or proceeding or any appeal therein, provided such Indemnitee did not act with gross negligence or willful misconduct. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of ~~nolo contendere~~ or its equivalent shall not, in itself, create a presumption that any such Indemnitee acted with gross negligence or willful misconduct.

2. Indemnification as provided in this Article shall continue as to a person who has ceased to be a Director, Officer, or member of a corporate committee, and shall inure to the benefit of the heirs, executors, and administrators of such Indemnitee. References herein to Directors, Officers and members of a corporate committee, shall include not only current Directors, Officers, and members of a corporate committee, but former Directors, former Officers, and former members of a corporate committee as well.

3. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is a Director or Officer of the Corporation, or a member of a corporate committee, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

4. The aforementioned rights shall be in addition to, and not exclusive of, all other rights to which such Director, Officer, or member of a corporate committee may be entitled under Florida law. In particular, the Corporation shall also indemnify (and advance costs to) the Indemnitees to the full extent allowed under any applicable statute (including, but not limited to, §607.014, Fla. Stats.).

#### ARTICLE XII

##### Transactions in Which Directors or Officers Are Interested

No contract or transaction between the Corporation and one (1) or more of its officers or directors, or between the Corporation and any other corporation, partnership, association, or other organization in which one (1) or more of its directors or officers are directors or officers of this Corporation, or have a financial interest in this Corporation, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at, or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No directors or officers of the Corporation shall incur liability merely by reason of the fact that he is or may be interested in any such contract or transaction.

ARTICLE XIII

Amendments

1. These Articles of Incorporation may be amended upon:
  - a. the affirmative consent of at least two-thirds (2/3) of the Board of Directors and of at least a majority of all of the Voting Rights in Cypress Forest; or
  - b. the affirmative consent of at least sixty-five percent (65%) of all of the Voting Rights in Cypress Forest.
2. A copy of each amendment to the Articles of Incorporation as approved must be accepted by the Secretary of State of the State of Florida, or such other person required by Florida law, and shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIV

Electing Out of Section 607.108

The Corporation expressly elects not to be governed by §607.108, Fla. Stats.

ARTICLE XV

Incorporator

The name and post office address of the Incorporator of these Articles of Incorporation is Corepoint Corp., a Florida corporation, 12230 Forest Hill Boulevard, West Palm Beach, Florida 33414.

ARTICLE XVI

Initial Registered Office and Agent

The street address of the initial registered office of this Corporation is 12230 Forest Hill Boulevard, West Palm Beach,

ORB 7746 Pg 736

Florida 33414 and the name of the initial registered agent of this Corporation is FRANK S. PALEN, ESQ.

IN WITNESS OF THE FOREGOING, the undersigned has hereunto set its hand and seal in acknowledgment of the foregoing Articles of Incorporation, this 18<sup>th</sup> day of JANUARY, 1990, which Articles are to be filed in the Office of the Secretary of State.

COREPOINT CORP., a Florida Corporation

By: [Signature]  
Vice President

(Corporate Seal)

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of JANUARY, 1990, by George deGuardiola, as Vice President of Corepoint Corp., a Florida Corporation, on behalf of the Corporation.

[Signature]  
Notary Public

(Seal)

My commission expires:

Notary Public, State of Florida  
My Commission Expires Nov. 20, 1993  
Issued thru RICHARD Inc. Agency

ORB 7746 Pg. 737

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

Pursuant to §§48.091 and 617.023, Florida Statutes, the following is submitted in compliance with said Statutes:

THAT, CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, desiring to organize under the laws of the State of Florida, with its initial principal offices at 12230 Forest Hill Boulevard, West Palm Beach, Florida 33414, has named FRANK S. PALEN, ESQ., 12230 Forest Hill Boulevard, West Palm Beach, Florida 33414 as its duly authorized Registered Agent to accept service of process for the Corporation within the State of Florida.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the abovestated Corporation, at the place designated in this Certificate, I hereby accept the responsibility to act in this capacity, and agree to comply with the provisions of Florida Statutes relative to keeping open said office and further accept the duties and obligations of Section 607.325, Florida Statutes.

DATED this 18th day of January, 1990.

  
FRANK S. PALEN, ESQ.  
REGISTERED AGENT--FLORIDA

FILED  
1990 JAN 19 AM 2:15  
SECRET  
TALLAHASSEE  
FLORIDA

91.8/b2cyfor.hyl  
June 11, 1991

**EXHIBIT "C"**  
**BYLAWS**  
**OF**  
**CYPRESS FOREST HOMEOWNERS'**  
**ASSOCIATION, INC.**

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**ARTICLE 1**

**NAME AND LOCATION**

Section 1.1. The name of this corporation is CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC. (hereinafter the "Corporation").

Section 1.2. The principal place of business of the corporation is located 12230 Forest Hill Boulevard, West Palm Beach, Florida 33414, or such other place as the Board of Directors may from time to time determine.

**ARTICLE 2**

**INCORPORATION**

The Corporation was duly incorporated in the office of the Secretary of State of the State of Florida on the 19th day of January, 1990.

**ARTICLE 3**

**DEFINITIONS**

The definitions and terms defined and used in the Declaration of Protective Covenants of Cypress Forest (the Declaration to which these Bylaws are annexed as an Exhibit) shall apply to these Bylaws.

**ARTICLE 4**

**MEMBERSHIP AND VOTING RIGHTS**

Section 4.1. All Owners in Cypress Forest shall be members of the Corporation. An Owner shall automatically be a member of the Corporation upon the recording in the Public Records of the County of the document evidencing the Owner's fee simple title to a Parcel.

Section 4.2. Voting Rights shall be based on the formula of one vote for each Parcel; provided however, anything to the contrary herein notwithstanding, that until such time as the fee simple title to 75% of the Parcels within Cypress Forest is owned by Persons other than Declarant, the Declarant shall be

## BYLAWS OF CYPRESS FOREST, CONTINUED

entitled to vote 100% of the Voting Rights in Cypress Forest.

Section 4.3. The interest of any member in any part of the funds or assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner except as an appurtenance to the Parcel owned by him.

Section 4.4. The term "Voting Representative" shall mean and refer to (i) the Owner of a Parcel if such Parcel is owned by one individual, (ii) any individual designated in a Certificate filed with the Secretary of the Corporation designating a voting member for such Parcel, or (iii) a duly designated proxy holder. Anything to the contrary herein notwithstanding, there shall only be one Voting Representative for each Parcel. Further, anything to the contrary herein notwithstanding, the Declarant shall be the sole and exclusive Voting Representative for so long as Declarant is entitled to vote 100% of the Voting Rights in Cypress Forest.

ARTICLE 5MEETINGS OF MEMBERS

Section 5.1. The annual meeting of the members shall be held at 7:00 p.m., Eastern Standard Time, on the first Friday in February of each year at the principal office of the Corporation or at such other place in Palm Beach County, Florida as may be set forth in the notice of said meeting. If the date fixed for the annual meeting shall be a legal holiday in the place where the meeting is to be held, said meeting shall be held on the next succeeding business day thereafter. At such meeting the members shall elect directors to serve until the next annual meeting of the members or until their successors shall be duly elected and qualified and may conduct such other business as may be authorized to be transacted by the members (subject to Section 5.11. below).

Section 5.2. Special meetings of the members shall be held at such place, day and hour as may be set forth in the notice of said meeting and may be called by the President, or in his absence by the Vice President, or by a majority of the Board of Directors, or by at least 10% of all of the Voting Representatives in Cypress Forest. The business conducted at such special meeting shall be limited to that stated in the notice of meeting.

Section 5.3. Notice of the annual members' meeting stating the place, day, and hour of the meeting shall be given by the President, Vice President or Secretary. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed (by first class mail if mailed less than 30 days before the meeting) or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly delivered when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation (if such address does not appear on the records of the Corporation, the address shall be deemed to be the address of the member's Parcel), with postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by a written statement signed by such member, waive such notice, and such waiver, when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of proper notice to such member. The date on which notice of the annual members' meeting is mailed (or personally delivered) shall be the record date for determining which members are entitled to receive notice of, and to vote at, the annual members' meeting. This determination of members shall apply to any adjournment thereof, unless the Board of Directors fixes a new

BYLAWS OF CYPRESS FOREST, CONTINUED

record date for the adjourned meeting.

Section 5.4. The President, or in his absence the Vice President, shall preside at all annual or special meetings of the membership. In the absence of both persons, the Board of Directors shall select a chairman.

Section 5.5. A quorum for members' meetings shall consist of a majority of the total Voting Rights in Cypress Forest, represented in person or by proxy. The acts approved by the affirmative consent of a majority of the Voting Rights present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of Voting Rights is required by the Declaration, the Articles of Incorporation, these Bylaws, or Florida law. After a quorum has been established at a members' meeting, the subsequent withdrawal of Voting Rights so as to reduce the number of Voting Rights at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

The execution by any member of a copy of the minutes shall constitute the presence of such member for the purpose of determining a quorum and for the further purpose of validating all of the actions taken at such meeting, unless otherwise prohibited under Florida law.

Section 5.6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary no later than twenty-four (24) hours prior to the time of the meeting and entered of record in the minutes of said meeting. No proxy shall be valid unless the same specifically sets forth the name of the member voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given, and is executed by all Owners of the subject Parcel. If the proxy is a limited proxy it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place; a substitution is not authorized if such provision is not made. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and shall be valid only for that meeting and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall be revocable at any time at the pleasure of the Owner(s) executing it (subject to §607.101, Fla. Stats.); however, in order for such revocation to be effective, written notice thereof shall be given to the Secretary of the Corporation.

Section 5.7. Annual or special meetings of the members may be held at any time or place without notice with the written consent of all Voting Representatives, and may also be held at any time or place without notice in an emergency situation.

Section 5.8. The Secretary of the Corporation may require of any member a written statement designating the Voting Representative authorized to cast the vote allocated to any Parcel. Such certificate shall be valid until revoked by a subsequent certificate, which revocation shall be in writing and shall be delivered to the Secretary of the Corporation. Unless said certificate, when so requested by the Secretary, is filed with the Secretary of the Corporation at least twenty-four (24) hours prior to the meeting in which said vote is to be cast, the vote attributable to the subject Parcel shall not be considered for the purpose of determining a quorum or for any other purpose.

Section 5.9. The order of business at all meetings of the members of the Corporation, where applicable, shall be as follows:

- a. Election of chairman of the meeting, if required.
- b. Call of the roll and certifying of a quorum.

BYLAWS OF CYPRESS FOREST, CONTINUED

- c. Proof of notice of meeting or waiver of notice.
- d. Reading or waiver of reading of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of election.
- h. Election of directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

Section 5.10. Any statutory right to waive notice of a members' meeting or to take action without a meeting shall be permitted under these Bylaws.

Section 5.11. PROVISOR: The terms and provisions herein are subject to Declarant's right to vote 100% of the Voting Rights in Cypress Forest until such time as the fee simple title to 75% of the Parcels within Cypress Forest is owned by Persons other than Declarant.

ARTICLE 6

DIRECTORS

Section 6.1. The business affairs of the Corporation shall be managed by a Board of Directors who shall be elected by the member(s). Said Board of Directors shall consist of at least three (3) and not more than seven (7) persons of legal age. Except as otherwise specifically provided herein, a Board member need not be a member of the Corporation.

Section 6.2. The original members of the Board of Directors shall be those persons set forth in the Articles of Incorporation. Directors shall be elected annually by the members at the annual members' meeting, and such directors shall serve until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs. The procedure for electing directors by the member(s) shall be as follows:

a. A nominating committee of members shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving or to serve. Other nominations may be made from the floor.

b. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote(s) for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 6.3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining directors shall elect a person to serve as a director for the unexpired portion of the term of the former director.

Section 6.4. A director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of all of the Voting Rights in Cypress Forest, at a special meeting of the members called for that purpose.

Section 6.5. No compensation shall be paid to Directors for their services as Directors.

## BYLAWS OF CYPRESS FOREST, CONTINUED

Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Corporation.

Section 6.6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting provided that a majority of the whole board shall be present.

Section 6.7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least ten (10) days prior to the day named for such meeting.

The Directors may establish a schedule of regular meetings and no notice shall be required to be given to Directors as to such regular meetings once said schedule has been adopted and delivered to all Directors.

Section 6.8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) members of the Board of Directors.

Section 6.9. Before, at, or after any meeting of the Board of Directors, said Directors may, in writing, waive notice of said meeting and such waiver shall be deemed equivalent to the giving of proper notice. Attendance by a Director at any meeting of the Board shall be a waiver of any lack of notice thereof.

Section 6.10. At all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present shall be able to adjourn the meeting from time to time. The President of the Corporation, or in his absence the Vice President, or, in the absence of both, any Director designated by the Directors, shall act as Chairman of the Board of Directors, and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 6.11. The order of business at a Directors' meeting, if applicable, shall be:

- a. Election of Chairman of the meeting, if required
- b. Calling of the roll.
- c. Proof of due notice of meeting.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers and committees.
- f. Election of officers.

## BYLAWS OF CYPRESS FOREST, CONTINUED

- g. Unfinished business.
- h. New business.
- i. Adjournment.

Section 6.12. All of the powers and duties of the Corporation existing under the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors or its managing agents, subject only to approval by members of the Corporation when such is specifically required. The Board of Directors shall have all the powers vested under common law and under Chapters 617 and 607 (to the extent applicable), Florida Statutes, together with any powers granted to it pursuant to the terms of these Bylaws, the Articles of Incorporation of the Corporation, and the Declaration. Such powers shall include but not be limited to the power:

- a. To manage, operate, and administer this Corporation and its interests.
- b. To make and collect assessments from members for the purposes of carrying out the Corporation's obligations and duties.
- c. To maintain, construct, improve, repair and replace the Corporation's property and interests, or the property for which the Corporation has such responsibility.
- d. To hire and dismiss any personnel regarding the maintenance, operation, and administration of the Corporation's property and its interests, or the property for which the Corporation has such responsibility.
- e. To make, amend, and publish rules and regulations respecting the use, operation and maintenance of the Property, and establish and impose penalties and sanctions for any infractions thereof.
- f. To carry and pay the premium for such insurance as may be required for the protection of the Corporation and the members thereof against any casualty or any liability.
- g. To employ a management firm at a compensation established by the Board of Directors and to delegate to such management firm such powers and duties as the Board shall authorize except those as are specifically required to be exercised by the Board of Directors or the membership.
- h. To enforce and exercise by legal means the provisions of the Declaration, these Bylaws, the Articles of Incorporation of this Corporation, and the rules and regulations of the Corporation.
- i. To pay any taxes or special assessments on any lands owned by the Corporation.
- j. To grant easements to any Person with respect to properties owned by the Corporation, and to convey or lease properties (realty and personalty) owned by the Corporation.

Section 6.13. Any statutory right to waive notice of a Board of Directors meeting or to take action without a meeting shall be permitted under these Bylaws.

Section 6.14. PROVISOR: The terms and provisions herein are subject to Declarant's right to vote 100% of the Voting Rights in Cypress Forest until such time as the fee simple title to 75% of the Parcels within Cypress Forest is owned by Persons other than Declarant.

BYLAWS OF CYPRESS FOREST, CONTINUED

ARTICLE 7

OFFICERS

Section 7.1. The principal officers of the Corporation shall be a President who shall be a Director, a Vice President who shall be a Director, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint assistant treasurers and assistant secretaries and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person.

Section 7.2. The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until their successors shall be duly elected and qualified, or until they are removed, or until they resign, whichever first occurs.

Section 7.3. By an affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected by an affirmative vote of the majority of the Board of Directors at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 7.4. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation including, but not limited to, the power of appointing committees among the members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Corporation.

Section 7.5. The Vice President shall perform all the duties of the President in the President's absence and shall assist the President and exercise such other duties as may be required of him from time to time by the Board of Directors.

Section 7.6. The Secretary shall process all membership applications, issue notices of all Board of Directors' meetings and meetings of the membership and shall attend and keep minutes of the same; he shall have charge of all corporate books, records and papers, except those of the Treasurer; he shall be custodian of the corporate seal; he shall have the authority to attest, with his signature and press of the Corporation seal, all contracts or other documents required to be signed on behalf of the Corporation and shall perform all other such duties as are incident to his office. The duties of the assistant secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7.7. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 7.8. Any vacancy in the office of President, Vice President, Treasurer or Assistant Treasurer, Secretary or Assistant Secretary, or any other office, may be filled by the Board of Directors who may elect a successor to the vacant office at any regular or special meeting, and such successor shall hold office for the balance of the unexpired term.

Section 7.9. The compensation of all officers and employees of the Corporation shall be fixed by

BYLAWS OF CYPRESS FOREST, CONTINUED

the Directors.

ARTICLE 8

FINANCE

Section 8.1. The funds of the Corporation shall be deposited in such banks or depositories as may be determined by the Board of Directors, from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for monies signed by such officer or officers of the Corporation as may be designated by the Board of Directors.

Section 8.2. The fiscal year of the Corporation shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year at such time as the Board of Directors deem advisable.

Section 8.3. A financial report of the accounts of the Corporation shall be made annually and a copy of the report shall be furnished to each member not later than June 1st of the year following the year for which the report is made.

Section 8.4. The Board of Directors of the Corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each Parcel. Each account shall designate the name and address of the member(s), the amount of each assessment against the member(s), the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments. The Board of Directors shall issue, or cause to be issued, upon demand by a member, a certificate representing the status of assessments pertaining to said member. A reasonable charge may be made by the Board of Directors for the issuance of said certificate.

Regular Assessments against the members shall be made for the fiscal year annually in advance on or before the 20th day of the month preceeding the first month of the fiscal year for which the assessments are made, or on a monthly, quarterly, or semiannual basis, whichever is deemed appropriate by the Board of Directors for a particular year. Such assessments shall be due and payable as directed by the Board of Directors. If an annual budget is not made as required, the assessment(s) shall be presumed to be in the same amount(s) as the last prior fiscal year until changed by an amended assessment.

Section 8.5. The Board of Directors shall adopt an annual budget on or before December 15th each year for the following calendar year, which budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall contain estimates of the cost of operating and maintaining the Corporation.

Written notice of the time and place of the Board of Directors meeting when the annual budget is to be considered for adoption; together with a copy of the proposed budget, shall be mailed to each member not less than thirty (30) days prior to such meeting. Such Board of Directors meeting shall be open to the members.

Section 8.6. The Board of Directors may require that a fidelity bond be obtained for all officers and employees of the Corporation handling or responsible for Corporation funds. The amount of such bond shall be determined by the Board of Directors and the premium on such bond shall be paid by the Corporation as an item of general expense.

## BYLAWS OF CYPRESS FOREST, CONTINUED

Section 8.7. All assessments paid by members of the Corporation shall be utilized by the Corporation for the purposes enumerated in the Declaration, the Articles of Incorporation and/or these Bylaws.

Section 8.8. Termination of membership in the Corporation shall not relieve or release any such former member from any liabilities or obligations incurred under or in any way connected with the Corporation during the period of his membership, or impair any rights or remedies which the Corporation may have against such former member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

## ARTICLE 9

INDEMNIFICATION

Section 9.1. The Corporation shall indemnify and hold harmless any Director or Officer of the Corporation, and/or any member of any committee created or arising under these By-Laws, the Articles of Incorporation or the Declaration ("corporate committee"), collectively referred to herein as the "Indemnities" and individually referred to herein as an "Indemnitee," made a party or threatened to be made a party to any action, suit or proceeding as follows. This indemnification shall extend to any action of a judicial, administrative, criminal, or investigative nature (including, but not limited to, any action by the Corporation), brought by or against an Indemnitee, based on an act, or acts, alleged to have been committed by such Indemnitee, in his capacity as an Officer, Director or member of a corporate committee. In any such action, the Corporation shall indemnify and hold the Indemnitee harmless from and against judgments, losses, liabilities, costs, fines, amounts paid in settlement, and reasonable expenses, including, but not limited to, attorneys' fees, actually incurred by the Indemnitee as a result of such action, suit, or proceeding or any appeal therein, provided such Indemnitee did not act with gross negligence or willful misconduct. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, in itself, create a presumption that any such Indemnitee acted with gross negligence or willful misconduct.

Section 9.2. Indemnification as provided in this Article shall continue as to a person who has ceased to be a Director, Officer, or member of a corporate committee, and shall inure to the benefit of the heirs, executors, and administrators of such Indemnitee. References herein to Directors, Officers and members of a corporate committee, shall include not only current Directors, Officers, and members of a corporate committee; but former Directors, former Officers, and former members of a corporate committee as well.

Section 9.3. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is a Director or Officer of the Corporation, or a member of a corporate committee, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

Section 9.4. The aforementioned rights shall be in addition to, and not exclusive of, all other rights to which such Director, Officer, or member of a corporate committee may be entitled under Florida law. In particular, the Corporation shall also indemnify (and advance costs to) the Indemnities to the full extent allowed under any applicable statute (including, but not limited to, §607.014, Fla. Stats.).

BYLAWS OF CYPRESS FOREST, CONTINUED

ARTICLE 10

RULES AND REGULATIONS

The Board of Directors shall have the authority to adopt reasonable rules and regulations governing the use, operation and maintenance of the Property, subject to Declarant's prior written approval. Such Rules and Regulations shall not be in conflict with the terms of the Declaration. Copies of the Rules and Regulations shall be delivered to an Owner upon written request by the Owner to the Association.

ARTICLE 11

REGISTERS AND SEAL

Section 11.1. The Secretary of the Corporation shall maintain a register in the Corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Corporation of any change of address or of any change of ownership. The Corporation, for purposes of notification, shall have the right to rely upon the last given address of each of the members as set forth in said register.

Section 11.2. The seal of the Corporation shall have inscribed thereon the name of the Corporation, the word "Florida," the year of the Corporation's formation, and the words "corporation not for profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced.

ARTICLE 12

ELECTING OUT OF §607.109

Section 607.109, Fla. Stats. shall not apply to control-share acquisition of Voting Rights, if applicable, under said Section 607.109.

ARTICLE 13

AMENDMENTS

Section 12.1. These Bylaws may be amended upon:

- a. the affirmative consent of at least two-thirds (2/3) of the Board of Directors and of at least a majority of all of the Voting Rights in Cypress Forest; or
- b. the affirmative consent of at least sixty-five percent (65%) of all of the Voting Rights in Cypress Forest.

Section 12.2. The Amendment shall be recorded in the Public Records of Palm Beach County.

ORB 7746 Pg 748  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

BYLAWS OF CYPRESS FOREST, CONTINUED

THE FOREGOING WERE DULY APPROVED AS THE BYLAWS OF CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

CYPRESS FOREST HOMEOWNERS'  
ASSOCIATION, INC.

By: *[Signature]*

(its President)

(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF PALM BEACH ) ss.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 1991, by GEORGE DE GUARDIOLA as President of Cypress Forest Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation.

*[Signature]*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: OCT. 13, 1992.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)

RETURN TO:

Charles W. Edgar, III, Esq.  
Levine, Frank & Edgar, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gdns, FL 33410

JUL 17 1974 4:23PM 74-575417  
 ORB 8521 Pg 1972  
 1

## CERTIFICATE OF AMENDMENT

**THE UNDERSIGNED**, being the President and Secretary of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit "A" was duly adopted by the affirmative consent of at least sixty-five percent (65%) of the voting rights in said Association, which Amendment pertains to, amends and was made in accordance with the terms of:

DECLARATION OF PROTECTIVE COVENANTS OF CYPRESS FOREST  
recorded in Official Records Book 7746, Page 696, of the Public Records of  
Palm Beach, Florida.

IN WITNESS WHEREOF, we have executed this Certificate on the 29<sup>th</sup> day of September, 1994.

CYPRESS FOREST HOMEOWNERS'  
ASSOCIATION, INC.

By: Tammy McDonald, President

Attest: Robert W. Drews  
Robert W. Drews, Secretary

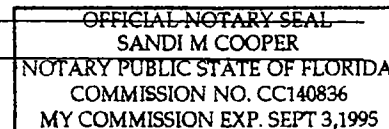
[CORPORATE SEAL]

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

The foregoing instrument was acknowledged before me this 29 day of Sept, 1994 by Tammy McDonald and Robert W. Drews, President and Secretary, respectively of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. Tammy McDonald and Robert W. Drews are personally known to me or have produced nil as identification.

NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: Sandi M. Cooper  
Comm. Exp: \_\_\_\_\_  
Comm. No.: \_\_\_\_\_

OFFICIAL NOTARY SEAL  
SANDI M COOPER



**EXHIBIT "A"**

**AMENDMENT TO DECLARATION**

**OF PROTECTIVE COVENANTS**

**OF CYPRESS FOREST**

1. Section 6.2 is hereby amended by adding the following new paragraph:

In addition to maintaining each Parcel, each Owner shall maintain the landscaping in any lake maintenance easement, water management tract or similar area adjacent to the Parcel to the edge of the water in the applicable lake, canal or other waterbody. Also, the Owner of Lot 60 shall maintain Parcel R and the Owner of Lot 61 shall maintain Parcel P, as such Lots and Parcels are shown on the Plat of the Property. The Association and each Owner shall also comply with all requirements of the Master Association, Acme Improvement District or other entity owning or having regulatory control over such areas including, without limitation, with respect to any restrictions or requirements as to landscaping or improvements in such areas.

2. Article VI is hereby amended by adding the following new section thereto:

Section 6.8 Entry Feature and Landscape Maintenance. In addition to the general Common Area maintenance described above, the Association shall provide the physical maintenance, repair, restoration (including any reserves for same the Association elects to establish), insurance and administration of the two (2) entry features located on Bink's Forest Drive [as shown on Composite Exhibit "1" to this Amendment] as well as the landscaping within the right of way of Bink's Forest Drive. The costs of the foregoing shall be budgeted and paid as a Common Expense, but the Association shall share such costs with the other associations in Bink's Forest (i.e., Bink's Forest at the Landings of Wellington, P.U.D - Plats 1, 2, 3 and 4). The Association and the other associations shall each be responsible for a share of the costs described in this section based upon the number of platted lots governed by each divided by the total number of lots in Bink's Forest. This provision, and the obligations set forth herein, shall not be amended without the written consent of each of the other associations for the aforesaid portions of Bink's Forest.

3. Article VII, Section 7.3 is hereby amended by adding the following new paragraph thereto:

Any funds received by the Association in the form of "working capital" or other contributions made by purchaser of Parcels from the Declarant may be used by the

Association for any lawful purpose without any restriction or requirement as to any of such funds being set aside, held in reserve or otherwise put to any particular use.

4. Article VII is hereby amended by adding the following new section thereto:

Section 7.10 Master Association Assessments. If so requested by the Master Association, the Association shall collect all assessments due from Owners to the Master Association and promptly remit same to the Master Association. The procedure for such collection and remittance shall be that the Association shall receive payment of the Master Association assessments into its own account and shall remit all Master Association assessments due on the Parcels to the Master Association in accordance with the Master Association Documents, notwithstanding that the Association may not have received from the Owners all payments allocable to Master Association assessments.

In the event of a delinquency of an Owner in the payment of Master Association assessments to the Association, the Association shall so notify the Master Association and, if the Master Association so directs, the Association shall then take such actions as are necessary to enforce the delinquent Owner's payment obligations. Accordingly, the lien provided for herein for assessments in favor of the Association shall also be deemed a lien for the Association's enforcement of Master Association assessment obligations as aforesaid.

In the event the Association shall fail to timely remit Master Association assessments to it as provided above, then the Master Association shall be entitled to take action against the Association and/or the Owners (including, without limitation, enforcement of the Master Association's lien on all of the Parcels in accordance with the Master Association Documents). In such event, however, any Owner shall be entitled to the release of the Master Association's lien on his Parcel upon the payment (directly to the Master Association) of all sums due with respect to such Parcel and such Owner shall thereupon have an action against the Association for the recovery of any sums paid by such Owner to the Association for the purpose of the Association then making a Master Association assessment payment.



CARNAHAN-PROCTOR AND ASSOCIATES, INC.  
CONSULTING ENGINEERS

ORB 8521 Pg 1975

SURVEYORS

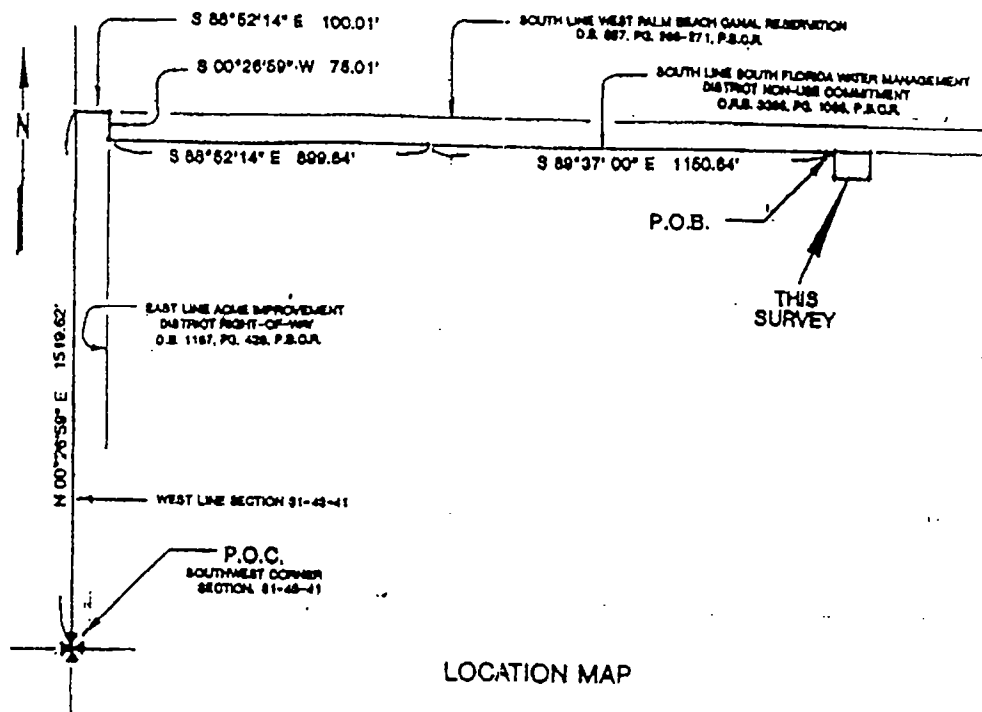
LAND DEVELOPMENT CONSULTANTS

PLANNER.

6191 West Atlantic Blvd. (305) 972-3959 (FAX) 972-4178 Margate, Florida 33063

## CONSTRUCTION LAYOUT SURVEY

(FORMBOARD SPOT)  
ENTRANCE FEATURES



### LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°26'59" EAST, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 1519.62 FEET; THENCE SOUTH 88°52'14" EAST, ALONG THE SOUTH LINE OF THE WEST PALM BEACH CANAL RESERVATION, AS RECORDED IN DEED BOOK 887, PAGES 266 TO 271 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, A DISTANCE OF 100.01 FEET; THENCE SOUTH 00°26'59" WEST, ALONG THE EAST LINE OF THE ACME IMPROVEMENT DISTRICT RIGHT-OF-WAY AS RECORDED IN DEED BOOK 1157, PAGE 428, OF SAID PUBLIC RECORDS, A DISTANCE OF 75.01 FEET; THENCE SOUTH 88°52'14" EAST, ALONG THE SOUTH LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT NON-USE COMMITMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3396, PAGE 1086, OF SAID PUBLIC RECORDS, A DISTANCE OF 899.84 FEET; THENCE SOUTH 89°37'00" EAST, ALONG SAID NON-USE LINE, A DISTANCE OF 1150.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°37'00" EAST, A DISTANCE OF 101.92 FEET; THENCE SOUTH 01°21'36" WEST, A DISTANCE OF 36.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1140.00 FEET AND A CENTRAL ANGLE OF 01°54'58", A DISTANCE OF 38.12 FEET; THENCE NORTH 89°37'00" WEST; A DISTANCE OF 100.00 FEET; THENCE NORTH 00°23'00" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

(BEARING ARE BASED ON THE WEST LINE OF SAID SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A BEARING OF NORTH 00°26'59" EAST, ACCORDING TO AN ASSUMED MERIDIAN.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 7,588 SQUARE FEET, MORE OR LESS.

JOB NO.	930706	DWG. BY:	JA	SCALE:	NONE	PARCEL "B"
FILE NO.	BINKS FOREST 3	CHK'D. BY:	SES	DATE:	3-16-84	SHEET 1 OF 3 SHEETS

COMPOSITE EXHIBIT "1"



LEGEND	
① PERMANENT REFERENCE MONUMENT	7 WATER METER
● PERMANENT CONTROL POINT	8 TELEPHONE BOX
○ SET 1/2" IRON ROD & CAP #2936	9 CABLE TV (C.A.T.V.)
△ NAIL & TAG	10 EXISTING ELEV.
② MANHOLE	11 PROPOSED ELEV.
□ CATCH BASIN	
◇ FIRE HYDRANT	

## NOTES

ORB 8521 Pg 1977

01. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
02. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR & ASSOCIATES, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT AUTHORIZATION.
03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF RECORDS. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
04. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
05. ALL EASEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED.
06. BUILDING TIES ARE PERPENDICULAR OR RADIAL TO THE BOUNDARY LINES UNLESS NOTED.
07. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF SECTION 31 TOWNSHIP 43 SOUTH, RANGE 41 EAST, BEARING NORTH 00°26'59" EAST, ACCORDING TO AN ASSUMED MERIDIAN.
08. THE 100-YEAR FLOOD ELEVATION IS: 13.47. N.G.V.D. AND THE 3-YEAR 24-HOUR RAIN FALL ELEVATION IS: 16.98. N.G.V.D.
09. LEGAL DESCRIPTION SHOWN HEREON WAS FURNISHED TO THIS OFFICE BY THE CLIENT.
10. PREPARED FOR LENNAR HOMES, INC.
11. AT THE TIME OF THIS SURVEY SAID LAND WERE IN THE PLAT RECORDATION PROCESS WITH PALM BEACH COUNTY, FLORIDA, ENTITLED "BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 3".

## ABBREVIATION

A	-	ARC LENGTH
C	-	CENTERLINE
Δ	-	CENTRAL ANGLE
CH.	-	CHORD
COL.	-	COLUMN
CONC.	-	CONCRETE
C.B.S.	-	CONCRETE BLOCK STRUCTURE
D.B.	-	DEED BOOK
L.A.E.	-	LIMITED ACCESS EASEMENT
(M)	-	MEASURED
N.G.V.D.	-	NATIONAL GEODETIC VERTICAL DATUM
N.T.S.	-	NOT TO SCALE
O.R.B.	-	OFFICIAL RECORD BOOK
PG.	-	PAGE (S)
P.B.C.R.	-	PALM BEACH COUNTY RECORDS
P.V.M.T.	-	PAVEMENT
P.R.M.	-	PERMANENT REFERENCE MONUMENT
(P)	-	PLAT
P.B.	-	PLAT BOOK
P.O.B.	-	POINT OF BEGINNING
P.O.C.	-	POINT OF COMMENCEMENT
PROP.	-	PROPOSED
R	-	RADIUS
R/W	-	RIGHT-OF-WAY
U.E.	-	UTILITY EASEMENT

LAST DATE OF FIELD SURVEY WORK: MAY 23, 1984

## SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEVEN A. BERO  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 4886

JOB NO.	980706	DWG. BY:	JM	SCALE:	NONE	PARCEL "E"
FILE NO.	BINKS FOREST 3	CHKD. BY:	SB	DATE:	3-18-84	SHEET 3 OF 3 SHEETS



# CARMAHAM-PROCTOR AND ASSOCIATES, INC. CONSULTING ENGINEERS

SURVEYORS

LAND DEVELOPMENT CONSULTANTS

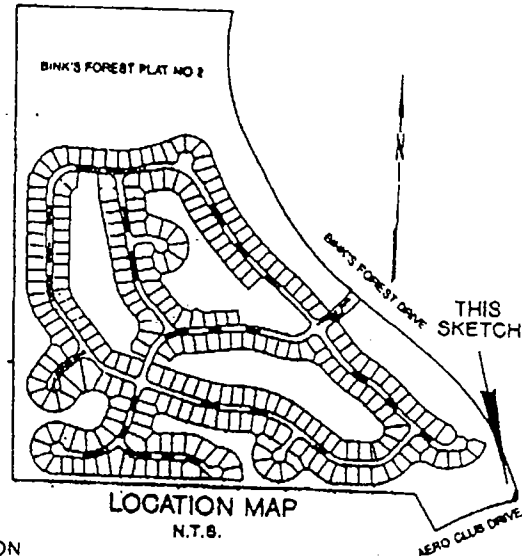
PLANNERS

6191 West Atlantic Blvd. (305) 972-3959 (FAX) 972-4178 Margate, Florida 33063

## CONSTRUCTION LAYOUT SURVEY (FORMBOARD SPOT) (ENTRANCE FEATURE)

ORB 8521 Pg 1978

**LEGAL DESCRIPTION**  
PARCEL "K" OF THE PLAT ENTITLED "BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2" AS RECORDED IN PLAT BOOK 70 AT PAGES 162 THROUGH 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



LOCATION MAP  
N.T.S.

ABBREVIATION			
ADJ	ADJACENT	FPI	FLOOD PLAIN EASEMENT
AC	AREA CONDITIONER SLAB	FPL	FLORIDA POWER & LIGHT CO.
A	ARC LENGTH	FF	FIRST FLOOR
B	BALANCE	FM	FINE HYDRANT
B.M.	BENCHMARK	FOUND	FOUND
B.C.R.	BROWARD COUNTY RECORDS	GAGE	GAGE
IC	INCHES	HANDICAP	HANDICAP
IC 1/1	INCHES CALCULATED FIELD TRAVEL	INVT	INVERT
CE	CANAL EASEMENT	IR	IRON ROD
C.M.E.	CANAL MAINTENANCE EASEMENT	IR & C	IRON ROD AND CAP
C.S.	CATCH BASIN	LS	LANDSCAPE EASEMENT
E	EASEMENT	LME	LAKE MAINTENANCE EASEMENT
CLF	CHAIN LINK FENCE	LAE	LAKE ACCESS EASEMENT
CH	CHORD	LF	LOWEST FLOOR
COL	COLUMN	MAE	MAINTENANCE ACCESS EASEMENT
C.B.S.	CONCRETE BLOCK STRUCTURE	ME	MAINTENANCE EASEMENT
B.C.R.	BROWARD COUNTY RECORDS	MM	MANHOLE
D	DIAMETER	MM	MEASURED
D.E.	DRAINAGE EASEMENT	N/D	NOT DETERMINED
D.U.M.E.	DRAINAGE, UTILITY & MAINTENANCE EASEMENT	N/T	NOT TO SCALE
EASEMENT	EASEMENT	N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
EP	EDGE OF PAVEMENT	N.A. & W.E.	NEW ACCESS & WALL EASEMENT
E.O.W.	EDGE OF WATER	N.T.S.	NOT TO SCALE
EL	ELEVATION	D.R.S.	DEVELOPMENT RECORD BOOK
ELV	ELEVATION	ON	OFFSET
		Q	ON LINE
		OFF	OFFLINE
		P.C.R.	PALM BEACH COUNTY RECORDS
		P.M.L.	PAVEMENT
		P.C.P.	PERMANENT CONTROL POINT
		P.R.M.	PERMANENT ADJACENT MOVEMENT
		PI	PLAT
		P.B.	PLAT BOOK
		P.O.B.	POINT OF BEGINNING
		P.O.C.	POINT OF COMMENCEMENT
		P.O.T.	POINT OF TERMINATION
		P.T.	POINT OF TANGENCY
		PROP.	PROPOSED
		R	PROPERTY LINE
		R	RADIUS
		R.W.	RIGHT OF WAY
		R.E.	ROOF EASEMENT EASEMENT
		RM	RECORD
		SW	SIDEWALK
		ST	STORY
		T.O.B.	TOP OF BANK
		U.E.	UTILITY EASEMENT
		U.S.A.	UTILITY EASEMENT ACCESS
		U.S.M.E.	UTILITY & MAINTENANCE EASEMENT
		U.S.G.S.	UNITED STATES GEOLOGICAL SURVEY
		WM	WATER METER

ADDRESS:

CERTIFIED TO:

- 1) UNIVERSAL AMERICAN MORTGAGE COMPANY
- 2) UNIVERSAL TITLE INSURORS, INC.
- 3) COMMONWEALTH LAND TITLE INSURANCE COMPANY
- 4)

### NOTES

- 1) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS. OWNERSHIP AND/OR RIGHTS-OF-WAY OF RECORD.
- 2) NO UNDERGROUND OR INTERIOR IMPROVEMENTS WERE LOCATED EXCEPT AS NOTED.
- 3) LEGAL DESCRIPTION SUPPLIED BY CLIENT
- 4) BUILDING TIES ARE 90° OR RADIAL TO THE PROPERTY LINE.
- 5) ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED, UNLESS OTHERWISE NOTED.
- 6) BEARINGS BASED ON RECORD PLAT, "BINK'S FOREST OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 2", (P.B. 70, PGS. 162-176, P.B.C.R.) NORTHERLY BOUNDARY BEARING SOUTH 89°59'25" EAST.
- 7) THE 3-YEAR 24-HOUR RAIN FALL ELEVATION IS 13.47' N.G.V.D. THE 100-YEAR FLOOD ELEVATION IS 18.98' N.G.V.D.

DATE OF LAST FIELD WORK: 5-23-94

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH MINIMUM STANDARDS FOR SURVEY AS CONTAINED IN CHAPTER 81G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

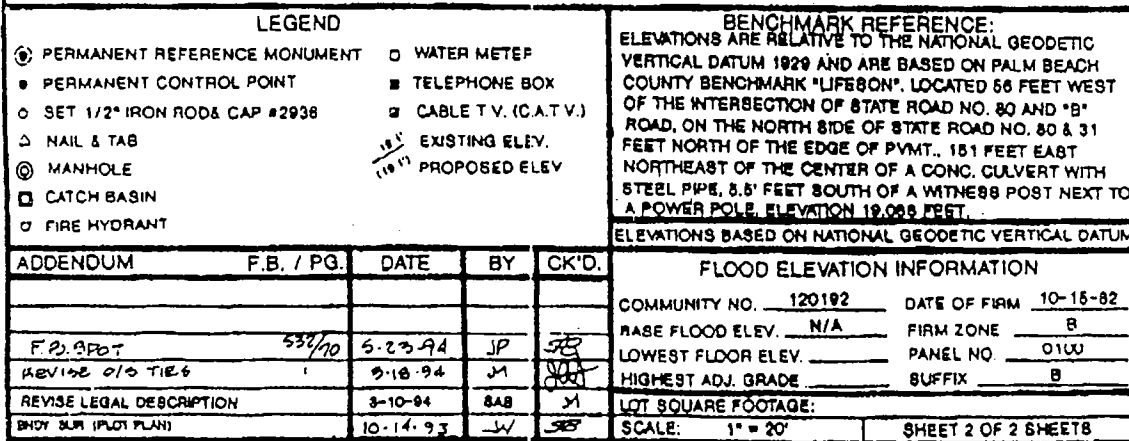
STEVEN A. BERG  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 4886

REPRODUCTION OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

JOB NO. 830708

FILE NO. BINK'S FOREST 2

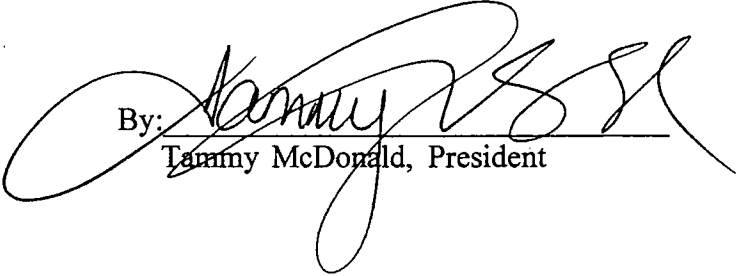
SHEET 1 OF 2 SHEETS



CONSENT BY FOURTH WELLINGTON, INC.

FOURTH WELLINGTON, INC., a Florida corporation not for profit, does hereby consent to the foregoing amendment.

FOURTH WELLINGTON, INC., a  
Florida corporation not for profit

By:   
Tammy McDonald, President

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

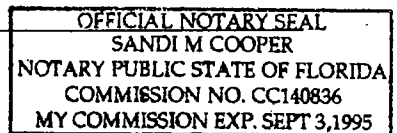
The foregoing instrument was acknowledged before me this 29 day of Sept, 1994 by Tammy McDonald as President of Fourth Wellington, Inc., a Florida corporation not for profit, on behalf of the corporation. Tammy McDonald is personally known to me or has produced IDA as identification.

  
NOTARY PUBLIC

Print Name: Sandi M Cooper

Commission Exp: \_\_\_\_\_

Commission No.: \_\_\_\_\_



Karna Domico Inc  
 12230 Forest Hill Blvd  
 West Palm Bch FL 33414  
 THIS INSTRUMENT PREPARED BY:

JAN-22-1997 11:18am 97-023774  
ORB 9622 Pg 758

**THE UNDERSIGNED**, being the President and Secretary of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit "A" was duly adopted by the affirmative consent of at least sixty-five percent (65%) of the voting rights in said Association, which Amendment pertains to, amends and was made in accordance with the terms of:

IN WITNESS WHEREOF, we have executed this Certificate on the 14<sup>th</sup> day of

**CYPRESS FOREST HOMEOWNERS'  
ASSOCIATION, INC.**

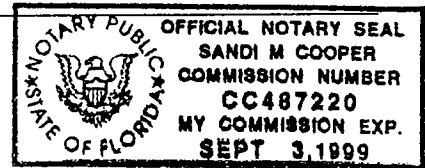
Attest: Robert W. Drew  
ROBERT W DREWS Secretary

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

The foregoing instrument was acknowledged before me this 14 day of January, 1997 by Tammy M. Anderson and Robert W. Drews, President and

Secretary, respectively of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit on behalf of the corporation. Tammy M Anderson and Robert W. Drews are personally known to me or have produced \_\_\_\_\_ as identification.

Sandi M Cooper  
 NOTARY PUBLIC, STATE OF FLORIDA  
 Print Name: Sandi M Cooper  
 Comm. Exp: \_\_\_\_\_  
 Comm. No.: \_\_\_\_\_



c:\wp51\lennar.cypress.crt

EXHIBIT "A"

ORB 9622 Pg 760  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

**AMENDMENT TO BY-LAWS OF  
CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC.**

1. Article 5, Section 5.1 of the By-Laws is hereby deleted and replaced with:

The annual meeting of the members shall be held on such date and at such time and place as may be determined by the Board of Directors, provided that an annual meeting shall be held within each calendar year. The election of directors, and such other business as may properly be brought before the membership, shall be conducted at the annual meeting.

Return to (enclose self-addressed stamped envelope)

Name Lennar Homes Inc.

Address: 12230 Forest Hill Blvd  
W. P. A. Fl. 33414 ✓

MAR-21-1996 4:40PM 96-094835  
ORB 7175 Pg 1060  
| 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

**Property Appraisers Parcel Identification (Folio) Number(s):**

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
OF CYPRESS FOREST

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF CYPRESS FOREST (the "Declaration") is made this 23rd day of January, 1996, by Cypress Forest Homeowners Association, Inc., a Florida corporation (the "Association").

WITNESSETH:

WHEREAS, the Declaration was recorded June 9, 1993 in Official Records Book 7746 at Page 696 of the Public Records of Palm Beach County, Florida, and

WHEREAS, pursuant to Article 17, Section 17.1 of the Declaration, the Declaration may be amended by the affirmative consent of sixty-five percent (65%) of the Voting Rights in Cypress Forest, and if the amendment is to change the method of sharing the payment of Assessments under Section 7.2, the amendment must be approved by an affirmative consent of one hundred percent (100%) of the Voting Rights in Cypress Forest as defined in the Declaration; and

WHEREAS, Lennar Homes, Inc., a Florida corporation, ("Owner") owns in excess of 65% of the parcels subject to the Declaration and is therefore the holder of in excess of Sixty Five Percent (65%) of the Voting Rights in Cypress Forest; and

WHEREAS, the Association wishes to amend Article 6 of the Declaration and the Owner approves of and consents to the amendments being made, as evidenced by the Owner's execution of this Amendment,

NOW, THEREFORE, the Association hereby declares as follows:

1. Article 6 is amended to add Section 6.8, as follows:

"Section 6.8. Wetlands and Upland Conservation Areas and Buffer Zones. The Wetland and upland conservation areas and buffer zones may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to: construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal of trees, shrubs, or other vegetation - with the exception of exotic vegetation removal; excavation, dredging or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. All exotic vegetation removal within the conservation areas shall be supervised by a certified landscape architect or individual knowledgeable in South Florida wetland vegetation identification.

2. All other terms and provisions of the Declaration and all amendments thereto, shall remain in force and effect.

Property Appraisers Parcel Identification (Folio) Number(s):

ORB 9175 Pg 1061  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

IN WITNESS WHEREOF, the Developer has executed this Amendment the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Valerie M Chesney  
Name: Rhyn M. Edison  
Name:

CYPRESS FOREST HOMEOWNERS  
ASSOCIATION, INC.

By: Tammy McDonald  
Tammy McDonald, President  
Attest: Robert W Drews  
Robert W. Drews, Secretary

Beatrice S. Preblod  
Name: BEATRICE S. PREBLOD  
Janet S. English  
Name: JANET S. ENGLISH

LENNAR HOMES, INC.  
By: M. E. Saleda  
M. E. Saleda, Vice President  
Attest: Morris J. Watsky  
Morris J. Watsky, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Tammy McDonald and Robert W. Drews, the President and Secretary, respectively, of Cypress Forest Homeowners Association, Inc., who acknowledged that they were the individuals who executed the above instrument as their free act and deed on behalf of the corporation. They are personally known to me and did not take an oath.

DATED this 23 day of January, 1996.



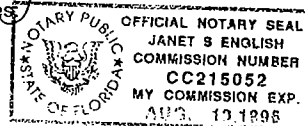
Sandi M. Cooper  
Notary Public, State of Florida  
My Commission Expires: SANDI M. COOPER

STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared M. E. Saleda and Morris J. Watsky, the Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc. who acknowledged that they were the individuals who executed the above instrument as their free act and deed on behalf of the corporation. They are personally known to me and did not take an oath.

Dated this 23rd day of January, 1996.

Janet S. English  
Notary Public, State of Florida  
My Commission Expires



Page 2 of 2

12236  
THIS INSTRUMENT PREPARED BY:

Charles W. Edgar, III, Esq.  
Levine, Frank, Edgar & Telepman, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gardens, Florida 33410

JAN-22-1997 11:18am 97-023774  
ORB 9622 Pg 758  
JAN 22 1997

### CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit "A" was duly adopted by the affirmative consent of at least sixty-five percent (65%) of the voting rights in said Association, which Amendment pertains to, amends and was made in accordance with the terms of:

BY-LAWS OF CYPRESS FOREST HOMEOWNERS' ASSOCIATION attached as Exhibit "C" to the DECLARATION OF PROTECTIVE COVENANTS OF CYPRESS FOREST recorded in Official Records Book 7746, Page 696, of the Public Records of Palm Beach County, Florida (the "Declaration").

IN WITNESS WHEREOF, we have executed this Certificate on the 14<sup>th</sup> day of January, 1997.

CYPRESS FOREST HOMEOWNERS'  
ASSOCIATION, INC.

By: Tammy M. Anderson  
TAMMY M. ANDERSON, President

Attest: Robert W. Drews  
ROBERT W. DREWS, Secretary

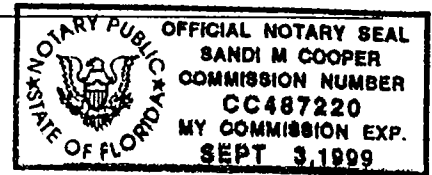
[CORPORATE SEAL]

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

The foregoing instrument was acknowledged before me this 14 day of January, 1997 by Tammy M. Anderson and Robert W. Drews, President and

Secretary, respectively of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit on behalf of the corporation. Tammy M Anderson and Robert W. Doews are personally known to me or have produced \_\_\_\_\_ as identification.

Sandi M Cooper  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: Sandi M Cooper  
Comm. Exp: \_\_\_\_\_  
Comm. No.: \_\_\_\_\_



c:\wp51\lennar.cypress.crt

EXHIBIT "A"

ORB 9622 Pg 760  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

**AMENDMENT TO BY-LAWS OF  
CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC.**

1. Article 5, Section 5.1 of the By-Laws is hereby deleted and replaced with:

The annual meeting of the members shall be held on such date and at such time and place as may be determined by the Board of Directors, provided that an annual meeting shall be held within each calendar year. The election of directors, and such other business as may properly be brought before the membership, shall be conducted at the annual meeting.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
OF CYPRESS FOREST

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF CYPRESS FOREST (the "Declaration") is made this 6th day of April, 1994, by Cypress Forest Homeowners Association, Inc., a Florida corporation (the "Declarant").

WITNESSETH:

WHEREAS, the Declaration was recorded June 9, 1993 in Official Records Book 7746 at Page 696 of the Public Records of Palm Beach County, Florida, and

WHEREAS, pursuant to Article 17, Section 17.1 of the Declaration, the Declaration may be amended by the affirmative consent of sixty-five percent (65%) of the Voting Rights in Cypress Forest, and if the amendment is to change the method of sharing the payment of Assessments under Section 7.2, the amendment must be approved by an affirmative consent of one hundred percent (100%) of the Voting Rights in Cypress Forest as defined in the Declaration; and

WHEREAS, Lennar Homes, Inc., a Florida corporation, ("Owner") owns all of the parcels subject to the Declaration and is therefore the holder of One Hundred Percent of the Voting Rights in Cypress Forest; and

WHEREAS, the Association wishes to amend Article 6 of the Declaration by adding Section 6.8 and to amend Section 7.1 of the Declaration and the Owner approves of and consents to the amendments being made, as evidenced by the Owner's execution of this Amendment.

NOW, THEREFORE, the Association hereby declares as follows:

1. Section 6.8 is hereby added to Article 6 of the Declaration, to read as follows:

"Section 6.8. In the event the Palm Beach County Water Utilities Department must remove any portion of a driveway which is constructed of pavers and is on the Common Property, then the Association will be responsible to replace and repair the driveway at the Association's expense."

2. Section 7.1 of Article 7 is hereby amended to read as follows:

"Section 7.1 Applicability to Parcels. Commencing as of the date that this Declaration is recorded in the Public Records of the County, each Parcel shall be subject to Assessments as more specifically provided for in this Declaration and the Bylaws, respectively. Assessments as to each parcel shall commence upon the conveyance of a Parcel by the Declarant. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of any of the property or services within or outside the Property, except as specifically provided in this Declaration."

3. All other terms and provisions of the Declaration and all amendments thereto, shall remain in force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Annette S. Gosselin  
Name: ANNETTE S. GOSSELIN

Rebecca S. Harper  
Name: Rebecca S. Harper

Janet S. English  
Name: JANET S. ENGLISH  
Julissa M. Carvajal  
Name: JULISSA M. CARVAJAL

CYPRESS FOREST HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

LENNAR HOMES, INC.

By: M. E. Saleda  
M. E. Saleda, Vice President

Attest: [Signature]  
Morris J. Watsky, Assistant Secretary

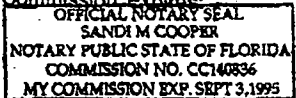
Return to:  
Lennar Homes  
1903 So. Congress Ave.  
Boynton Beach, FL 33426

An. 1. 1

STATE OF FLORIDA  
COUNTY OF PALM BEACH

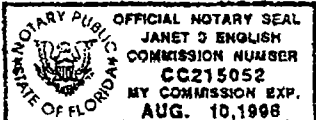
ORB 8221 Ps 802  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

BEFORE ME, the undersigned authority, personally appeared Robert W. Drouin and Tommy McInnis, the President and Secretary, respectively, of Cypress Forest Homeowners Association, Inc., who acknowledged that they were the individuals who executed the above instrument as their free act and deed on behalf of the corporation. They are personally known to me and did not take an oath.

Sandi M. Cooper  
Notary Public, State of Florida  
My Commission Expires:  


STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared M. E. Saleda and Morris J. Watsky, the Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc. who acknowledged that they were the individuals who executed the above instrument as their free act and deed on behalf of the corporation. They are personally known to me and did not take an oath.

Janet S. English  
Notary Public, State of Florida  
My Commission Expires:  


Return to ✓ Lennar Homes, Inc  
12230 Forrest Hill Blvd  
Wellington, FL 33414  
Attn: VM Chesney

THIS INSTRUMENT PREPARED BY:  
Charles W. Edgar, III, Esq.  
Levine, Frank, Edgar & Telepman, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gardens, Florida 33410

MAR-12-1997 3:20pm 97-088284  
ORB 9694 Pg 1125  
[Barcode]

### CERTIFICATE OF AMENDMENT

**THE UNDERSIGNED**, being the President and Secretary of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., do hereby certify that the Amendment attached hereto and made a part hereof as Exhibit "A" was duly adopted by the affirmative consent of at least sixty-five percent (65%) of the voting rights in said Association, which Amendment pertains to, amends and was made in accordance with the terms of:

DECLARATION OF PROTECTIVE COVENANTS OF CYPRESS FOREST  
recorded in Official Records Book 7746, Page 696, of the Public Records of  
Palm Beach County, Florida (the "Declaration").

IN WITNESS WHEREOF, we have executed this Certificate on the 5th day of  
March, 1997.

**CYPRESS FOREST HOMEOWNERS'  
ASSOCIATION, INC.**

By: Tammy Anderson, President

Attest: Robert W Drews  
ROBERT W DREWS Secretary

[CORPORATE SEAL]

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

The foregoing instrument was acknowledged before me this 10th day of March, 1997 by Tammy Anderson and Robert W Drews, President and Secretary, respectively of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., a

Florida corporation not for profit on behalf of the corporation. Tommy Anderson  
and Robert W. Drews are personally known to me or have produced  
N/A as identification.

Sandi M Cooper  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: Sandi M. Cooper  
Comm. Exp: \_\_\_\_\_  
Comm. No.: \_\_\_\_\_



c:\wp51\lennar.cypress.crt

EXHIBIT "A"

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR CYPRESS FOREST

The following new Section 7.10 is hereby added to Article 7 of the Declaration of Protective Covenants of Cypress Forest.

7.10 Deficit Funding. In light of the fact that Section 7.1 provides that Assessments as to a Parcel shall not commence until the conveyance thereof by the Declarant, the Declarant shall fund, not less frequently than annually, the actual operating deficits of the Association. As used herein, "actual operating deficits" shall be the difference between (A) Assessments receivable from Owners of Parcels (regardless of whether actually paid), interest income, fines, other income of the Association and any surplus plus funds carried forward from the prior year(s) and (B) expenses actually incurred in the operation of the Association other than those for reserves (if any), capital improvements, expenses for which special assessments are levied, depreciation and expenses approved by a majority of the non-Declarant Owners which are not provided for in the Association's budget at the time of such approval.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
OF CYPRESS FOREST

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF CYPRESS FOREST (the "Declaration") is made this 6th day of April, 1994, by Cypress Forest Homeowners Association, Inc., a Florida corporation (the "Declarant").

WITNESSETH:

WHEREAS, the Declaration was recorded June 9, 1993 in Official Records Book 7746 at Page 696 of the Public Records of Palm Beach County, Florida, and

WHEREAS, pursuant to Article 17, Section 17.1 of the Declaration, the Declaration may be amended by the affirmative consent of sixty-five percent (65%) of the Voting Rights in Cypress Forest, and if the amendment is to change the method of sharing the payment of Assessments under Section 7.2, the amendment must be approved by an affirmative consent of one hundred percent (100%) of the Voting Rights in Cypress Forest as defined in the Declaration; and

WHEREAS, Lennar Homes, Inc., a Florida corporation, ("Owner") owns all of the parcels subject to the Declaration and is therefore the holder of One Hundred Percent of the Voting Rights in Cypress Forest; and

WHEREAS, the Association wishes to amend Article 6 of the Declaration by adding Section 6.8 and to amend Section 7.1 of the Declaration and the Owner approves of and consents to the amendments being made, as evidenced by the Owner's execution of this Amendment.

NOW, THEREFORE, the Association hereby declares as follows:

1. Section 6.8 is hereby added to Article 6 of the Declaration, to read as follows:

"Section 6.8. In the event the Palm Beach County Water Utilities Department must remove any portion of a driveway which is constructed of pavers and is on the Common Property, then the Association will be responsible to replace and repair the driveway at the Association's expense."

2. Section 7.1 of Article 7 is hereby amended to read as follows:

"Section 7.1 Applicability to Parcels. Commencing as of the date that this Declaration is recorded in the Public Records of the County, each Parcel shall be subject to Assessments as more specifically provided for in this Declaration and the Bylaws, respectively. Assessments as to each parcel shall commence upon the conveyance of a Parcel by the Declarant. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of any of the property or services within or outside the Property, except as specifically provided in this Declaration."

3. All other terms and provisions of the Declaration and all amendments thereto, shall remain in force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Anette S. Gosselin  
Name: ANETTE S. GOSSELIN

Rebecca S. Harper  
Name: Rebecca S. Harper

Janet S. English  
Name: JANET S. ENGLISH

Tulissa M. Carvajal  
Name: TULISSA M. CARVAJAL

CYPRESS FOREST HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

LENNAR HOMES, INC.

By: [Signature]  
M. E. Saleda, Vice President

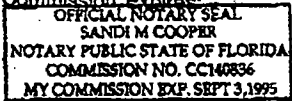
Attest: [Signature]  
Morris J. Watsky, Assistant Secretary

Return to:  
Lennar Homes  
1903 So. Congress Ave.  
Boynton Beach, FL 33426

STATE OF FLORIDA  
COUNTY OF PALM BEACH

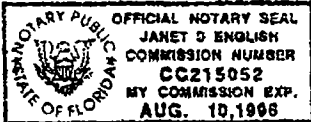
ORB 8221 Ps 802  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

BEFORE ME, the undersigned authority, personally appeared Tommy McDonald and Robert W. Drouin, the President and Secretary, respectively, of Cypress Forest Homeowners Association, Inc., who acknowledged that they were the individuals who executed the above instrument as their free act and deed on behalf of the corporation. They are personally known to me and did not take an oath.

Sandi M. Cooper  
Notary Public, State of Florida  
My Commission Expires:  


STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared M. E. Salada and Morris J. Watsky, the Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc. who acknowledged that they were the individuals who executed the above instrument as their free act and deed on behalf of the corporation. They are personally known to me and did not take an oath.

Janet S. English  
Notary Public, State of Florida  
My Commission Expires:  


THIS INSTRUMENT PREPARED BY:  
Charles W. Edgar, III, Esq.  
Levine, Frank & Edgar, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gardens, Florida 33410

Return to:  
✓ Cypress Homeowner's Assoc  
12230 Forest Hill Blvd  
West Palm Beach, FL  
Alt: V. Mcchesney 33414

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is granted this 26 day of ~~December~~ <sup>August</sup> 1996 by NATIONAL GOLF OPERATING PARTNERSHIP L.P., a Delaware limited partnership ("Grantor") to and in favor of CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit ("Association").

### R E C I T A L S

- A. Grantor is the owner of the following-described property ("Parcel K"):
- Parcel K of BINK'S FOREST OF THE LANDINGS AT WELLINGTON, P.U.D. - Plat 2 according to the Plat thereof recorded in Plat Book 70, Page 162, of the Public Records of Palm Beach County, Florida.
- B. Association is the Owner of the adjacent property ("Parcel Y") described as:
- Parcel Y of BINK'S FOREST OF THE LANDINGS AT WELLINGTON, P.U.D. - Plat 2 according to the Plat thereof recorded in Plat Book 70, Page 162, of the Public Records of Palm Beach County, Florida.
- C. Parcel Y is a "common area" under the Declaration of Protective Covenants of Cypress Forest recorded in Official Records Book 7746, Page 696, of the Public Records of Palm Beach County, Florida, as amended from time to time, and is intended to be a preserve area maintained by Association, generally, in its natural state.
- D. Parcel Y drains onto a portion of Parcel K and, therefore, Association has requested Grantor to confirm the right to such drainage by virtue of the grant of this easement.
- E. Grantor has agreed to the foregoing, subject to the terms and conditions set forth below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants this drainage easement:

1. Grant of Easement. Grantor hereby grants to Grantee, as an easement appurtenant to Parcel Y, a perpetual easement for the drainage of Parcel Y over and through the portion of Parcel K as shown on Exhibit "B" attached hereto and made a part hereof (the "Easement Area").

2. Maintenance by Association. The Easement Area shall be used by Association only for the aforesaid drainage purposes and shall be continuously maintained by Association including, without limitation, mowing same and keeping the drainage system located within the Easement Area free of debris and other obstructions.

Further, Association shall indemnify and hold Grantor harmless for and from any loss, cost, damage or expense arising out of Association's performance or non-performance of its duties under this Agreement.

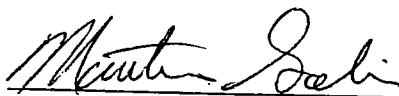
3. Acceptance by Association. By its joinder herein, Association hereby accepts the grant of easement made by Grantor and agrees to abide by the conditions set forth in Paragraph 2, above and, further, Association hereby declares that the Easement Area is and shall be deemed "outside land" as described in Section 6.3 of the Declaration of Covenants described above.

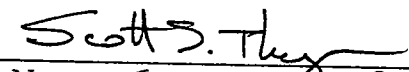
IN WITNESS WHEREOF, Grantor has granted, and Association has accepted, this Drainage Easement as of the date and year first above written.

WITNESSES

NATIONAL GOLF OPERATING  
PARTNERSHIP L.P., a Delaware  
limited partnership

By: National Golf Properties, Inc.,  
a Maryland corporation, its  
general partner

  
Print Name: Matthew Galvin

By:   
Print Name: SCOTT S. THOMPSON  
Title: GENERAL COUNSEL

Print Name: \_\_\_\_\_

CALIFORNIA  
STATE OF ~~FLORIDA~~ )  
LOS ANGELES )  
COUNTY OF ~~PALM BEACH~~ )

SS:

The foregoing instrument was acknowledged before me this 26 day of AUGUST, 1995 by Scott S. Thompson as General Counsel of

6

National Golf Properties, Inc., a Maryland corporation and general partner of National Golf Operating Partnership L.P., a Delaware limited partnership, on behalf of the corporation as general partner as aforesaid. Scott S. Thompson is personally known to me, ~~or has~~ produced \_\_\_\_\_ as identification.



*Elizabeth Gherna*

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ CA

PrintName: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

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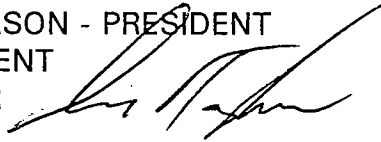


MINUTES TO CYPRESS FOREST H.O.A.

BOARD OF DIRECTORS MEETING ON MARCH 15, 1996 AT 11:00 A.M., HELD AT WELLINGTON MANAGEMENT'S INC. CONFERENCE ROOM LOCATED AT 12785-D FOREST HILL BLVD.

PRESENT:

TAMMY MCDONALD-ANDERSON - PRESIDENT  
JEFF BROWN - VICE PRESIDENT  
CRAIG TAYLOR - DIRECTOR  
EARL OLTIZKY -



The meeting was called to order at 11:00 A.M.

The purpose of the meeting was to review "For Sale" signage. The Declaration of Covenants and Restrictions prohibits signs without approval by the Association.


Management recommended a 12" x 12" sign with a green background and white lettering. Sign to be framed in dark green with a white face with dimensions of 1" x 2". This would be the standard sign if approved and owners adhering to the standard sign would not require individual approval.

Discussion was held as to how this tied into existing signage.

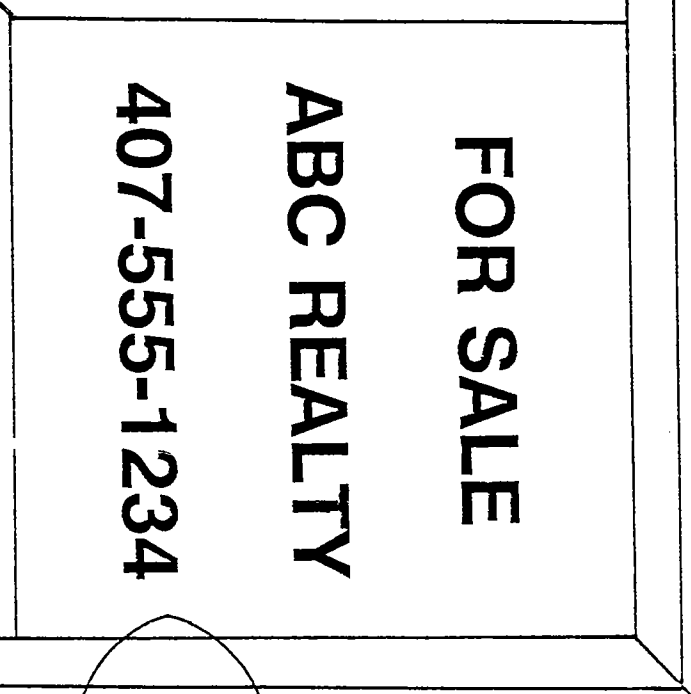
Bob Drews moved to approve the recommended sign and attach the drawing submitted to the minutes. Craig Taylor seconded the motion. The motion passed unanimously.

There being no other business to come before the Board, Craig Taylor moved for adjournment. Bob Drews seconded the motion.

Meeting adjourned at 11:20 A.M.



Frame Face  
white



**FOR SALE**

**ABC REALTY**

**407-555-1234**

# ABC REALTY

Frame 1" X 2"  
Dark Green

②

Dark Green - Benjamin Moore  
# 651

white - Benjamin Moore  
# 967

Post  
Dark Green  
2" X 2"

Post  
Dark Green  
2" X 2"

FOURTH WELLINGTON, INC.  
12230 Forest Hill Blvd.  
West Palm Beach, FL 33414

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Board of Directors

Cypress Forest Homeowners Association, Inc.

Re: Delegation of Duties

Ladies and Gentlemen:

In accordance with the recently amended documents of both Fourth Wellington, Inc. and your Association, effective October 1, 1994, we hereby delegate the following duties and authority to you:

1. You shall collect and promptly remit to us assessments levied by Fourth Wellington, Inc. on members of your association.
2. You shall have the authority and duty to accept submissions for and to review and approve or disapprove any proposed changes or additions to the exterior portions of any lot within your jurisdiction where such lot contains a home for which a certificate of occupancy has been issued.
3. You shall have the authority and duty to enforce all community appearance standards applicable to the property within your jurisdiction including, without limitation, requirements relating to the upkeep of the exterior portions of homes and the landscaping of the lots on which they are located.

The delegations made herein shall remain in full force and effect until such time as we otherwise notify you in writing.

Thank you for your anticipated cooperation in this regard and we look forward to working with you in order to achieve our mutual goal of a quality community.

Sincerely yours,

FOURTH WELLINGTON, INC.

By: 

Tammy McDonald  
President

**EXHIBIT "A"****AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS  
OF FOURTH WELLINGTON**

1. Article I, Section F. is hereby deleted in its entirety and replaced with:

F. Declarant: The term "Declarant" shall mean and refer to Lennar Homes, Inc., a Florida corporation and those successors and assigns to whom/which its rights are specifically assigned by a written instrument recorded in the Public Records of Palm Beach County, Florida. Such rights may be assigned in whole or in part and on an exclusive or non-exclusive basis.

2. All references to "Corepoint" in the Declaration are hereby amended to be "Declarant".

3. Article I, Section I is hereby amended to delete the clause "(except that the maximum square footage of a two-story attached dwelling may be limited to 2,500 square feet)".

4. Article I, Section V. is hereby deleted in its entirety and replaced with:"

Subdivision: The term "Subdivision" shall mean and refer to a residential community governed by a Sub-Association, as shown on the plat or plats thereof. Such a community shown on more than one plat shall nevertheless be deemed a Subdivision consisting of all lands shown on both plats.

5. Section 3.1 is hereby amended by adding the following new subsections thereto:

C. When the Declarant no longer appoints members of the Committee, the Board of Directors shall do so to the extent there are vacancies resulting from the Sub-Associations being entitled to appoint, in the aggregate, fewer than nine (9) members. in such case, one of the appointees of the Board shall be a resident of the Meadow Wood Subdivision.

D. The Board of Directors may delegate, in whole or in part, the functions and powers of the Committee to the Board of Directors of a Sub-Association by written notice to same. By way of example, the right of approval of addition's or alterations of existing improvements may be so delegated, retaining the right of approval of the construction of new improvements (i.e., new homes) in the Committee.

E. In the event that the Master Association has delegated the functions of the Committee to Sub-Associations (or, as to the Meadow Wood subdivision, a

committee representing same), then the Committee need not function. In the event that such a delegation has been made as to some, but not all, functions of the Committee, then the Committee shall not perform the functions as delegated.

6. Section 5.6 is hereby amended by adding the following new paragraph thereto:

In addition to maintaining the Parcel, each Owner shall maintain the landscaping in any lake maintenance easement, water management tract or similar area adjacent to the Parcel to the edge of the water in the applicable lake, canal or other waterbody. Each Owner shall also comply with all requirements of the Master Association, Acme Improvement District or other entity owning or having regulatory control over such areas including, without limitation, with respect to any restrictions or requirements as to landscaping or improvements in such areas. This provision shall also apply to any homeowners' association within the Master Association's jurisdiction where a drainage area, swale, lake maintenance easement, water management tract, canal or similar area abuts a common area of that association.

7. Article IX is hereby amended by adding the following new section thereto:

Section 9.4 Non-Exclusive Remedies. The foregoing remedies of the Master Association shall be non-exclusive and shall also be deemed to include any remedies afforded it in its By-Laws including, without limitation, the right to levy fines.

8. The following new article is hereby added to the Declaration:

## **ARTICLE XXVIII**

### **CONFLICT**

In the event of conflict between this Declaration, the Articles of Incorporation, the By-Laws or any rule or regulation adopted by the Board of Directors, the terms and provisions of a document listed before another in this sentence shall prevail. By way of example, in the event of a conflict between the Declaration and the Master Association's By-Laws, the Declaration shall control.

[illegible]

OFFICIAL NOTARY SEAL  
SANDI M COOPER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC140836  
MY COMMISSION EXP. SEPT 3, 1995

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## **ARTICLE XXVIII**

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**EXHIBIT "A"****AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS  
OF FOURTH WELLINGTON**

1. Article I, Section F. is hereby deleted in its entirety and replaced with:

F. Declarant: The term "Declarant" shall mean and refer to Lennar Homes, Inc., a Florida corporation and those successors and assigns to whom/which its rights are specifically assigned by a written instrument recorded in the Public Records of Palm Beach County, Florida. Such rights may be assigned in whole or in part and on an exclusive or non-exclusive basis.

2. All references to "Corepoint" in the Declaration are hereby amended to be "Declarant".

3. Article I, Section I is hereby amended to delete the clause "(except that the maximum square footage of a two-story attached dwelling may be limited to 2,500 square feet)".

4. Article I, Section V. is hereby deleted in its entirety and replaced with:"

Subdivision: The term "Subdivision" shall mean and refer to a residential community governed by a Sub-Association, as shown on the plat or plats thereof. Such a community shown on more than one plat shall nevertheless be deemed a Subdivision consisting of all lands shown on both plats.

5. Section 3.1 is hereby amended by adding the following new subsections thereto:

C. When the Declarant no longer appoints members of the Committee, the Board of Directors shall do so to the extent there are vacancies resulting from the Sub-Associations being entitled to appoint, in the aggregate, fewer than nine (9) members. in such case, one of the appointees of the Board shall be a resident of the Meadow Wood Subdivision.

D. The Board of Directors may delegate, in whole or in part, the functions and powers of the Committee to the Board of Directors of a Sub-Association by written notice to same. By way of example, the right of approval of addition's or alterations of existing improvements may be so delegated, retaining the right of approval of the construction of new improvements (i.e., new homes) in the Committee.

E. In the event that the Master Association has delegated the functions of the Committee to Sub-Associations (or, as to the Meadow Wood subdivision, a

OFFICIAL NOTARY SEAL  
SANDI M COOPER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC140836  
MY COMMISSION EXP. SEPT 3, 1995

FOURTH WELLINGTON, INC.  
12230 Forest Hill Blvd.  
West Palm Beach, FL 33414

---

Board of Directors

Cypress Forest Homeowners Association, Inc.

Re: Delegation of Duties

Ladies and Gentlemen:

In accordance with the recently amended documents of both Fourth Wellington, Inc. and your Association, effective October 1, 1994, we hereby delegate the following duties and authority to you:

1. You shall collect and promptly remit to us assessments levied by Fourth Wellington, Inc. on members of your association.
2. You shall have the authority and duty to accept submissions for and to review and approve or disapprove any proposed changes or additions to the exterior portions of any lot within your jurisdiction where such lot contains a home for which a certificate of occupancy has been issued.
3. You shall have the authority and duty to enforce all community appearance standards applicable to the property within your jurisdiction including, without limitation, requirements relating to the upkeep of the exterior portions of homes and the landscaping of the lots on which they are located.

The delegations made herein shall remain in full force and effect until such time as we otherwise notify you in writing.

Thank you for your anticipated cooperation in this regard and we look forward to working with you in order to achieve our mutual goal of a quality community.

Sincerely yours,

FOURTH WELLINGTON, INC.

By: 

Tammy McDonald  
President

This Instrument Prepared by:  
Marilyn A. Moore, Esq.  
Foley & Lardner  
777 South Flagler Drive, Suite 200  
West Palm Beach, Florida 33401

JUL-06-1994 10:54am 94-231931  
DBB 8334 Pg 832  
Can 10.00 Dec .70

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED made on this 20th day of JUNE, 1994, by LABALLE STREET LINKS, INC. a Florida corporation, (the "Grantor"), to CYPRESS FOREST HOMEOWNERS' ASSOCIATION, INC., (the "Grantee"), whose address is 1903 S. Congress Avenue, Suite 400 Boynton Beach, Florida 33426

The terms "Grantor" and "Grantee" in this instrument include the respective successors and assigns of said parties.

**WITNESSETH**

THAT the said Grantor for and in consideration of the sum of TEN and NO/100ths (\$10.00) DOLLARS, and other valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

All Signage and Landscape Easements, on Plat of Bink's Forest of the Landings at Wellington, P.B.D., Plat No. 2, recorded in Plat Book 70, Pages 162 through 175, inclusive, Public Records of Palm Beach County, Florida,

LESS AND EXCEPT the Signage and Landscape Easement located at the Southeast Corner of Parcel 7K of said Plat.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Quit Claim Deed to be executed the day and year first above written.

Perry Shapiro Miller & Jenkins, P.A.  
1645 Palm Beach Lakes Blvd. Suite 400  
West Palm Beach, FL 33401

THIS

Signed, sealed and delivered  
in the presence of:

Marvin J. Kasper  
(Signature of Witness)  
MARVIN J. KASPER  
(Print Name of Witness)  
G.M. Carroll  
(Signature of Witness)  
G.M. CARROLL  
(Print Name of Witness)

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me this 20<sup>th</sup> day of  
JUNE, 1994, by THOMAS H. RANSOM, the  
PRESIDENT of LASALLE STREET LINKS, INC., a Florida corporation, on  
behalf of the corporation, who is personally known to me or who has  
produced A DRIVER LICENSE ILLINOIS as identification.

{notary seal}

Christina Lynn Zell  
(Signature of Notary Public)  
Christina Lynn Zell  
(Print Name of Notary Public)  
Commission number: 353997  
My Commission expires: 3-4-97

ORE 8334 P: 833  
DOROTHY H. WILKEN  
CLERK OF THE COURT - PB COUNTY, FL  
LASALLE STREET LINKS, INC.  
a Florida corporation

By: Thomas H. Ransom  
(Signature of Corporate Officer)  
THOMAS H. RANSOM  
(Print Name of Officer)  
Title of Officer: PRESIDENT  
c/o Continental Bank, N.A.  
231 South LaSalle Street  
Chicago, Illinois 60697

TO HAVE AND HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only property use, benefit and behoof of Grantee.

THE AFOREDESCRIBED PROPERTY is and shall be continuously owned, maintained, administered and operated as "Common Areas" under, and as defined in, those certain Declaration of Protective Covenants of Cypress Forest recorded in Official Records Book 7746, Page 696, of the Public Records of Palm Beach County, Florida, as amended. Without limiting the generality of the foregoing, Grantor hereby reserves and reaffirms, and Grantee by its acceptance hereof likewise acknowledges and reaffirms, all of Grantor's rights as "Developer" under the aforesaid covenants as such rights pertain and relate to the aforescribed property.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of

LENNAR HOMES, INC., a  
Florida corporation

Print Name:

Print Name:

Christine J. Smith

STATE OF FLORIDA

COUNTY OF PALM BEACH

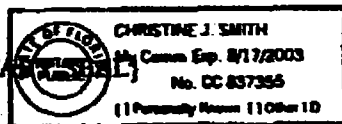
By:

Print Name: MICHAEL SMOLEK

Title: Vice President

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2000, by MICHAEL SMOLEK as Vice President of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation, ☒ who is personally known to me or ( ) who has produced as identification and did not take an oath.

[NOTARY PUBLIC]



Notary Public, State of Florida

Print Name:

Christine J. Smith

H:\5701\12185-40\Out\larmDec01\lennar (WP).doc

Prepared By/Return To:

Charles W. Edgar, III, Esquire  
Nason, Yeager, Gerson, White & Lioce, P.A.  
1645 Palm Beach Lakes Boulevard  
Suite 1200  
West Palm Beach, Florida 33401

**AMENDMENT TO DECLARATION OF PROTECTIVE  
RESTRICTIONS OF FOURTH WELLINGTON**

**THIS AMENDMENT** is made as of the 20th day of July, 1999 by and on behalf of Fourth Wellington, Inc., a Florida corporation not-for-profit ("Fourth Wellington").

**RECITALS**

A) Fourth Wellington is the entity charged with the duty to administer and enforce the Declaration of Protective Restrictions of Fourth Wellington recorded in Official Records Book 6098, Page 1066 of the Public Records of Palm Beach County, Florida, as amended to date (the "Declaration").

B) The Declaration encumbers various lands located within The Landings at Wellington P.U.D.

C) With the single exception noted below, each platted portion of the aforesaid P.U.D. is governed by a homeowners' association which governs and administers its respective area pursuant to its own Declaration of Covenants or similar instrument.

D) Accordingly, Fourth Wellington performs only a minimal role as to such areas, particularly in light of the fact that the aforesaid homeowners' association are better suited to govern their own respective areas.

E) The sole exception to the foregoing is the portion of The Landings at Wellington P.U.D. commonly known as "Meadow Wood" as described in Exhibit "A" attached hereto and made part hereof.

F) After consultation with the leadership of the aforesaid homeowners' associations as well as residents of Meadow Wood, the Board of Directors of Fourth Wellington has determined that it is in the best interest of all concerned to (i) eliminate the role of Fourth Wellington as to all portions of the P.U.D. governed by their own homeowners' associations and (ii) as to Meadow Wood, create a mechanism by which the property owners in Meadow Wood, through a representative association, can enforce the restrictions applicable to Meadow Wood.

G) Article XX, Section 10.1 of the Declaration provides that the Declaration may be amended by the vote of seventy-five percent (75%) of the Board of Directors of Fourth Wellington.

H) Based upon the foregoing considerations and such other matters as the Board of Directors has deemed relevant, the Board of Directors of Fourth Wellington has voted unanimously to amend the Declaration as set forth herein.

NOW, THEREFORE, by virtue of the aforesaid authority and based upon, among other things, the aforesaid considerations, the Declaration is hereby amended as follows:

1. Article II of the Declaration and Exhibit "A" to the Declaration are hereby amended to provide that The Property is and shall be only Meadow Wood, as described in Exhibit "A" to this Amendment. Accordingly, all other property heretofore subject to the Declaration is hereby exempted and released from the covenants, conditions, restrictions, easements, charges and liens of the Declaration in all respects.

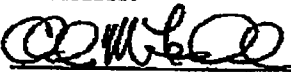
2. The following new Article XXIII is hereby added to the Declaration.


**Article XXIII**  
**Meadow Wood Declaration**

In addition to enforcing this Declaration, the Master Association shall administer and enforce the Declaration of Restrictions for Meadow Wood at The Landings at Wellington, P.U.D. recorded in Official Records Book 3233, Page 544 of the Public Records of Palm Beach County, Florida, as amended from time to time. In the event of conflict between said Meadow Wood Declaration and this Declaration, the Meadow Wood Declaration shall supercede and control.

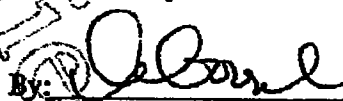
IN WITNESS WHEREOF the undersigned, as President and Secretary of Fourth Wellington, do hereby certify that the foregoing amendments were adopted by the unanimous vote of the Board of Directors of Fourth Wellington, to be effective upon the recording of this Amendment in the Public Records of Palm Beach County, Florida.


Witnesses:

  
Print Name: Charles H. Presnet  
Title: Contracts Manager

  
Print Name: Christine J. Smith  
Title: Cloning

FOURTH WELLINGTON, INC.  
a Florida corporation not-for-profit

By:   
Robert W. Arcus, President

ATTEST:  
 D.I.R.  
Robert W. Arcus, Secretary

STATE OF FLORIDA )

) SS:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2000, by Anette A. Cassel and Robert W. Davis, as President and Secretary, respectively of Fourth Wellington, Inc., a Florida corporation not-for-profit, on behalf of the corporation, ☒ who are personally known to me OR ( ) who produced as identification.

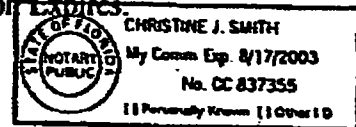
  
Notary Signature  
Christine J. Smith

Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires



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EXHIBIT "A"

ALL of MEADOW WOOD OF THE LANDINGS AT  
WELLINGTON, P.U.D. according to the Plat thereof, as  
recorded on Plat Book 39, Page 38, of the Public Records  
of Palm Beach County, Florida.

This is not a certified copy