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**TERMINATION OF JOINT OPERATING AGREEMENT FOR BERMUDA ISLES AT
BOCA RIO AND CYPRESS LAKES AT BOCA RIO**

THIS TERMINATION OF JOINT OPERATING AGREEMENT FOR BERMUDA ISLES AT BOCA RIO AND CYPRESS LAKES AT BOCA RIO (this "**Termination**") is made by BERMUDA ISLES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Bermuda Isles Association**") and joined in by CYPRESS LAKES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Cypress Lakes Association**").

RECITALS

- A. That certain Joint Operating Agreement for Bermuda Isles at Boca Rio and Cypress Lakes at Boca was recorded in Official Records Book 19532 at Page 005 in the Public Records of Palm Beach County, Florida (the "**Operating Agreement**").
- B. Paragraph 3.1 of the Operating Agreement provides that Bermuda Isles Association and Cypress Lakes Association agree to combine their operations and management obligations under the Bermuda Isles Documents and the Cypress Lakes Documents by forming the Operations Committee.
- C. Paragraph 3.1 of the Operating Agreement further provides that all decisions of the Operations Committee shall be binding upon the Bermuda Isles Association and the Cypress Lakes Association, and that the Bermuda Isles Association shall take all actions and perform all duties required under the Cypress Lakes Declaration that would otherwise be performed by the Cypress Lakes Association. The same paragraph also provides that although the Cypress Lakes Association shall remain in existence, it shall not perform any duties or take any actions until such time as this Operating Agreement is terminated.
- D. Paragraph 13 of the Operating Agreement provides that the Operating Agreement can be amended or terminated at any time by two-thirds (2/3) vote of the Operations Committee; provided, however, that any such amendment or termination shall not be effective until it is recorded in the Public Records.
- E. The Operations Committee, as reflected in the minutes of the Operations Committee, unanimously voted to terminate the Operating Agreement.
- F. The Operations Committee now desires to terminate the Operating Agreement in accordance with Paragraph 13 thereof by instructing Bermuda Isles Association to terminate the Operating Agreement.

NOW THEREFORE, Bermuda Isles Association, pursuant to the direction of the Operations Committee, hereby declares that every portion of the Bermuda/Cypress Community (as defined in the Operating Agreement) is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Termination.

1073

2. Capitalized Terms. All initially capitalized terms not defined herein shall have the same meaning as set forth in the Operating Agreement.

3. Termination. The Operations Committee hereby terminates the Operating Agreement, including all exhibits and amendments thereto, so that such Operating Agreement shall be of no further force and effect.

4. Covenant. This Termination shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21 day of December 2006.

WITNESSES:

**BERMUDA ISLES AT BOCA RIO
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not for profit corporation

Julissa Otterwilder
Print Name: Julissa Otterwilder

A. Celeste M. Grande
Print Name: A. Celeste M. Grande

By: Jeanette L. Romano
Name: Jeanette L. Romano
Title: President
Date: 12/21/06

{SEAL}

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of December, 2006 by Jeanette Romano as President of **BERMUDA ISLES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC.**, a Florida not for Profit Corporation, who is personally known to me or who produced FLDL as identification, on behalf of the corporation.

My commission expires: 10/31/08

Keith Kovarik
NOTARY PUBLIC, State of Florida
Print name: Keith Kovarik

NOTARY PUBLIC-STATE OF FLORIDA
Keith Kovarik
Commission #DD367452
Expires: OCT. 31, 2008
BONDED THRU ATLANTIC BONDING CO., INC.

JOINDER

CYPRESS LAKES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC.

CYPRESS LAKES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC. ("Cypress Association") does hereby join in the Termination of Joint Operating Agreement for Bermuda Isles at Boca Rio and Cypress Lakes at Boca Rio (this "Termination"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Cypress Association agrees that this joinder is for convenience only and not to the effectiveness of this Termination as Cypress Association has no right to approve this Termination.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21 day of Dec, 2006.

WITNESSES:

Julissa Ottomald
Print Name: Julissa Ottomald

A. Celeste L. Grande
Print Name: A. Celeste L. Grande

CYPRESS LAKES AT BOCA RIO
HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

By: Janet L. Romano
Name: Janet L. Romano
Title: President
Date: 12/21/06

{SEAL}

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

The foregoing instrument was acknowledged before me this 21 day of Dec, 2006 by Janet L. Romano as President of CYPRESS LAKES AT BOCA RIO HOMEOWNERS ASSOCIATION, INC., a Florida not for Profit Corporation, who is personally known to me or who produced P.L.D. as identification, on behalf of the corporation.

My commission expires: 10/31/08

NOTARY PUBLIC, State of Florida
Print name: Keith Kovarik

NOTARY PUBLIC-STATE OF FLORIDA
Keith Kovarik
Commission # DD367452
Expires: OCT 31, 2008
BONDED THRU ATLANTIC BONDING CO., INC.