

CYPRESS TRAILS

" COUNTRY ESTATES "

***DECLARATION OF
COVENANTS AND
RESTRICTIONS***

***ARTICLES OF
INCORPORATION***

BY LAWS

AMENDED AND RESTATED DECEMBER 19, 1995

2002 EDITION

**CYPRESS TRAILS P.O.A.
9835-16 LAKE WORTH RD.
PMB #123
LAKE WORTH, FL 33467**

CONTENTS

AMENDED AND RESTATED

DECLARATION OF

COVENANTS AND RESTRICTIONS

FOR

CYPRESS TRAILS

AREA OF RESPONSIBILITY	PAGE 1
GENERAL PURPOSE OF COVENANTS	PAGE 1
DEFINITION OF TERMS	PAGE 2
USES PROHIBITED AND PERMITTED	PAGE 3
APPROVAL OF PLANS	PAGE 5
SET BACK AND FREE SPACES OF BUILDINGS	PAGE 6
IMPROVEMENTS AND CONSTRUCTION MATERIALS	PAGE 7
LOTS	PAGE 8
STREETS, EASEMENTS, RIGHTS-OF-WAY	PAGE 8
SIGNS	PAGE 9
SCOPE OF GOVERNING DOCUMENTS	PAGE 9
VIOLATION OF GOVERNING DOCUMENTS	PAGE 9
MEMBERSHIP IN THE ASSOCIATION	PAGE 10
PARTS OF THE DECLARATION SEVERABLE	PAGE 10
POWER AND DUTIES OF THE ASSOCIATION	PAGE 10
AMENDMENTS TO DECLARATIONS	PAGE 12
DISSOLUTION OF THE ASSOCIATION	PAGE 12
ASSESSMENTS AND LIENS	PAGE 13
INSURANCE	PAGE 13
SPECIAL ASSESSMENTS	PAGE 13
ACCELERATED ASSESSMENTS	PAGE 13
LIEN PROCESS	PAGE 14

St. John, King & Dicker
500 Australian Aves
Stelwood
W.P.B. FL 33401
651-8994

DEC-29-1995 4:27pm 95-422137
ORB 9065 Pg 1085

CERTIFICATE OF WRITTEN AGREEMENT AMENDING AND RESTATING THE DECLARATION
OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS
FOR CYPRESS TRAILS P.U.D. ("Declaration")

IT IS HEREBY CERTIFIED THAT the above Declaration, recorded at Official Record Book 3510, Page 777 of the Public Records of Palm Beach County Florida with regard to the following property:

All property contained in CYPRESS TRAILS, P.U.D., a planned Unit Development as recorded in Plat Book 42, Pages 28, 29, and 30, Public Records of Palm Beach County, Florida,

was duly Amended and Restated by written agreement in accordance with the requirements of the Declaration.

Attached as Exhibit "A" are the signed written Agreements together with a copy of the Amended and Restated Declaration.

Certified this 29th day of December, 1995.

Witnesses:

President of Cypress Trails P.U.D.

Sign: David St. John
Print: DAVID ST. JOHN

Sign: Robert Young
Print: Robert Young, President

Sign: Heidi Hammel
Print: Heidi Hammel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of December, 1995, by Robert Young, as President of corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Hattie J. Glaze
Print: Hattie J. Glaze

State of Florida at Large (Seal)

My Commission Expires: 10-17-97

OFFICIAL NOTARY SEAL
HATTIE J. GLAZE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC323924
MY COMMISSION EXPIRES OCT 17 1997


Exhibit "A"

**WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS**

THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

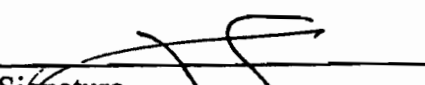
SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:

	<u>FRANK PANZARINI</u>	<u>12/19/95</u>
Signature	Print Name	Date


	<u>THOMAS P. RATFIELD</u>	<u>12-19-95</u>
Signature	Print Name	Date

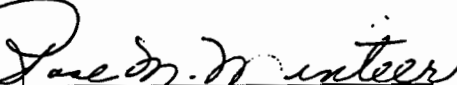
	<u>GEORGE A. CRETELOS</u>	<u>12/19/95</u>
Signature	Print Name	Date

<u>William G. Walston</u>	<u>WILLIAM WALSTON</u>	<u>12/19/95</u>
Signature	Print Name	Date

	<u>Robert E Young JR</u>	<u>12-19-95</u>
Signature	Print Name	Date

<u>Cheri R. Coates</u>	<u>Cheri R. Coates</u>	<u>12-19-95</u>
Signature	Print Name	Date

	<u>HELEN RAYIELLI</u>	<u>12-19-95</u>
Signature	Print Name	Date

	<u>ROSE M MINTER</u>	<u>12-19-95</u>
Signature	Print Name	Date

WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
 DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
 RESERVATIONS, SERVITUDES AND EASEMENTS

THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:

Marissa M Fenaker MARISSA M FENAKER 12-23-95
 Signature Print Name Date

Frank Panthaleo FRANK PANTHALEO 12/23/95
 Signature Print Name Date

Carol-Ann Ward Carol-Ann Ward 12.23.95
 Signature Print Name Date

Nancy E. Demmery Nancy E. Demmery 12/27/95
 Signature Print Name Date

Debbie Infantino Debbie Infantino 12/27/95
 Signature Print Name Date

Celeste Beck Celeste Beck 12/27/95
 Signature Print Name Date

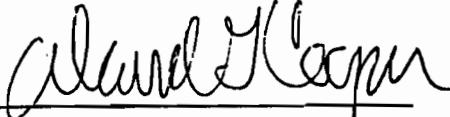


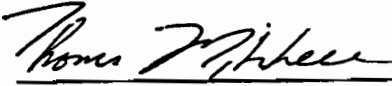
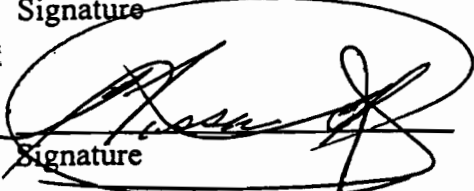
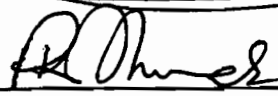
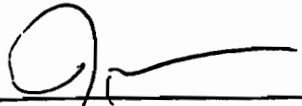
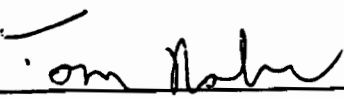
James D. Curran JAMES D. CURRAN 12/27/95
 Signature Print Name Date

M.C. Dickerson M.C. DICKERSON 2-27-95
 Signature Print Name Date

**WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS**

THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:

	<u>DAVID L. COOPER</u>	<u>12/19/95</u>
Signature	Print Name	Date
	<u>MARK E CARAS</u>	<u>12/19/95</u>
Signature	Print Name	Date
	<u>DENISE GAFFRIL</u>	<u>12-19-95</u>
Signature	Print Name	Date
	<u>Thomas Mitchell</u>	<u>12/19/95</u>
Signature	Print Name	Date
	<u>HASSAN HADJIMIR</u>	<u>12-19-95</u>
Signature	Print Name	Date
	<u>P.K. THOMAS</u>	<u>12/19/95</u>
Signature	Print Name	Date
	<u>Bruce J. Rubin</u>	<u>12/19/95</u>
Signature	Print Name	Date
	<u>Tom Nabors</u>	<u>12-22-95</u>
Signature	Print Name	Date

WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
 DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
 RESERVATIONS, SERVITUDES AND EASEMENTS

THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:

<u>Sara J. O'Connor</u> Signature	<u>Sara J O'Connor</u> Print Name	<u>12-20-95</u> Date
--------------------------------------	--------------------------------------	-------------------------

<u>Alice Boobacki</u> Signature	<u>Alice Boobacki</u> Print Name	<u>12-30-95</u> Date
------------------------------------	-------------------------------------	-------------------------

<u>Jeanne Matt</u> Signature	<u>Jeanne Matt</u> Print Name	<u>12/20/95</u> Date
---------------------------------	----------------------------------	-------------------------

<u>Steve Stavros</u> Signature	<u>Steve Stavros</u> Print Name	<u>12/20/95</u> Date
-----------------------------------	------------------------------------	-------------------------

<u>Klaus J. Reinwarth</u> Signature	<u>Klaus J. Reinwarth</u> Print Name	<u>12/20/95</u> Date
----------------------------------------	-----------------------------------------	-------------------------

<u>Albino Rendé</u> Signature	<u>ALBINO RENDE</u> Print Name	<u>12/20/95</u> Date
----------------------------------	-----------------------------------	-------------------------

<u>Becky Frischman</u> Signature	<u>Becky Frischman</u> Print Name	<u>12/23/95</u> Date
-------------------------------------	--------------------------------------	-------------------------

<u>Sandra Kurtzer</u> Signature	<u>SANDRA KURTZER</u> Print Name	<u>12/24/95</u> Date
------------------------------------	-------------------------------------	-------------------------

WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:

Bernadean Cook Knapp Bernadean Cook Knapp, Guardian of
Signature Daniel B. Knapp Daniel B. Knapp 12/21/95
Print Name Date

Andrew G. Morris Andrew G. Morris 12/21/95
Signature Print Name Date

Georgina Shoemaker Georgina Shoemaker 12/23/95
Signature Print Name Date

Lidia Janus Lidia Janus 12-23-95
Signature Print Name Date

Richard Janus Richard Janus 12-23-95
Signature Print Name Date

Susan T. Cunningham SUSAN T. CUNNINGHAM 12-23-95
Signature Print Name Date

Sheila Wunsch SHEILA WUNSCH 12/23/95
Signature Print Name Date

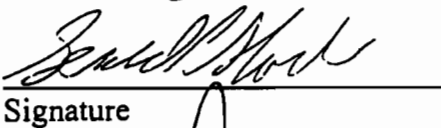
Enid Forman ENID FORMAN 12/23/95
Signature Print Name Date

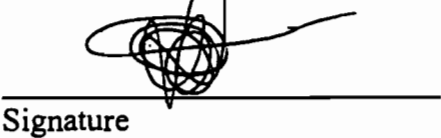
**WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS**


THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

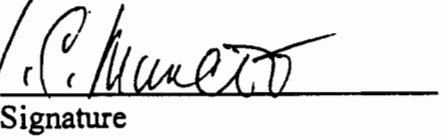
SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:


	<u>Edward J. Petuch</u>	<u>19 Dec 95</u>
Signature	Print Name	Date

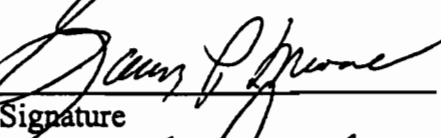
	<u>GERALD P. GLOCKER</u>	<u>12/19/95</u>
Signature	Print Name	Date


	<u>LOUIS A. LLERANDI</u>	<u>12/19/95</u>
Signature	Print Name	Date

	<u>MARTIN BARKAN</u>	<u>12/19/95</u>
Signature	Print Name	Date

	<u>Samuel Munoz</u>	<u>12-19-95</u>
Signature	Print Name	Date

	<u>Lance C. Brunner</u>	<u>12-19-95</u>
Signature	Print Name	Date


	<u>GARY P. MOORE</u>	<u>12-19-95</u>
Signature	Print Name	Date


	<u>W.E. Dowling</u>	<u>12-19-95</u>
Signature	Print Name	Date

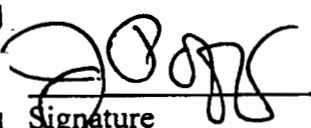
WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
 DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
 RESERVATIONS, SERVITUDES AND EASEMENTS


THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

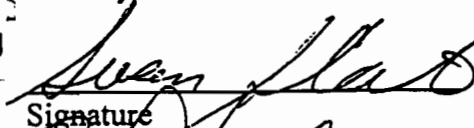
SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:

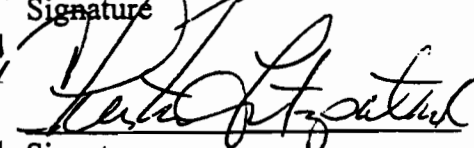
	<u>WILSON, EDICTA M.</u>	<u>12-23-95</u>
Signature	Print Name	Date


	<u>Mark BROWN</u>	<u>12/28/95</u>
Signature	Print Name	Date


	<u>John POFF</u>	<u>12/28/95</u>
Signature	Print Name	Date

	<u>Klaus J. Reinhardt</u>	<u>12/28/95</u>
Signature	Print Name	Date

	<u>Susan Cato</u>	<u>12/28/95</u>
Signature	Print Name	Date

	<u>Christine Fitzpatrick</u>	<u>12-27-95</u>
Signature	Print Name	Date

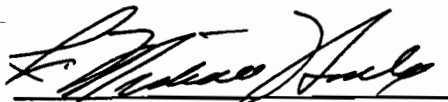
	<u>Mona Smith</u>	<u>12-27-95</u>
Signature	Print Name	Date

	<u>Bill Stephens</u>	<u>12/27/95</u>
Signature	Print Name	Date

WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:




Signature

J. MICHAEL HENLEY

Print Name

12-27-95

Date



Signature

JAMES R MINCEY

Print Name

12-27-95

Date



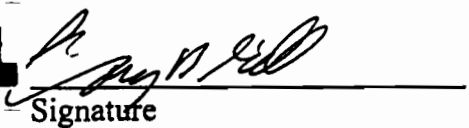
Signature

DAVID BROWN

Print Name

12-27-95

Date



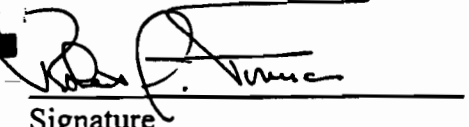
Signature

COREY B. GILL

Print Name

12-27-95

Date



Signature

ROBERT FORMAN

Print Name

12-28-95

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:

Pete Martino
Signature

PETE MARTINO
Print Name

12/24/95
Date

Kenneth W Fisher
Signature

Kenneth W. Fisher
Print Name

12/26/95
Date

John W. Waldron
Signature

JOHN W. WALDRON
Print Name

12/27/95
Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

WRITTEN AGREEMENT APPROVING AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

THE UNDERSIGNED, record owners of Lots in Cypress Trails P.U.D. hereby approve and agree to the Amendment and Restatement of the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Cypress Trails P.U.D. ("Declaration") as set out on the attached "Amended and Restated Declaration". The Declaration is recorded in the Official Records Book 3510 at Page 0777 of the Public Records of Palm Beach County, Florida.

SIGNED AND AGREED TO BY THE FOLLOWING CYPRESS TRAILS LOT OWNERS:

Terry C. Dickinson
Signature

Terry C Dickinson
Print Name

12-27-95
Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

AMENDED AND RESTATED
DECLARATION
OF
COVENANTS AND RESTRICTIONS

This DECLARATION of COVENANTS AND RESTRICTIONS is amended and restated by the Cypress Trails Property Owners, hereinafter referred to as the "Declaration", witnesseth:

The Declaration hereinafter set forth, each and all of which is and are for the benefit of the real property (as described in Paragraph I below) and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply to and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors and assigns;

PARAGRAPH I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to these covenants, restrictions, reservations, servitudes and easements with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this declaration is located in the County of Palm Beach, State of Florida, and is more particularly described as follows:

All property contained in CYPRESS TRAILS, A Planned Unit Development as recorded in Plat Book 42 pages 28, 29, & 30 Public Records of Palm Beach County, Florida.

PARAGRAPH II
GENERAL PURPOSE OF COVENANTS

The real property described in Paragraph I hereof is subjected to the covenants, restrictions, reservations, servitudes and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain type and quality of improvements in said purchasers of lots therein.

PARAGRAPH III**DEFINITION OF TERMS**

1. DWELLING HOUSE, BUILDING, The words "Dwelling House" and "Building" wherever used in this Declaration shall be deemed and construed to include both the main portion of said structure and all projections therefrom, such as bay or bow windows, exterior chimneys, covered porches, or porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structure.
2. LOT AND BLOCK, The words "Lot" or "Block" wherever used in this declaration mean and refer to one of the numbered lots or blocks of land described in Paragraph 1 hereof, as shown on the plat hereinabove referred to. The numbers following the words "Lot" or "Lots", "Block" or "Blocks" refer to the particular lot or lots, block or blocks, so numbered on the aforesaid plat.
3. SAID PLAT, The words "Said Plat" wherever used in this declaration mean and refer to the plat referred to in Paragraph I hereof.
4. SAID PROPERTY, The words "Said Property" wherever used in this declaration mean and refer to the property described in the aforesaid Paragraph I.
5. SETBACK, The term "Setback" wherever used in this declaration means and refers to the distance between dwelling houses or other structures referred to and the street or side or rear lines of the particular lot.
6. STREET, The word "Street" wherever used in this declaration means and refers to any street, highway, or other thoroughfare shown on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, path, or otherwise.
7. LOT OWNER, The term "Lot Owner" whenever used in this declaration means and refers to the Owner of record of any lot in the plat hereinabove referred to.
8. ASSOCIATION PROPERTY, The term "Association Property" whenever used in this declaration means and refers to that portion of the property described in Paragraph I hereof that is dedicated to the Cypress Trails Property Owners Association, Inc. herein referred to as the Corporation or the Association, including but not limited to Tracts L, R, N and the buffer strips.
9. GOVERNING DOCUMENTS, The term "Governing Documents" whenever used in this declaration means and refers to the Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws Rules and Regulations.

PARAGRAPH IV

USES PROHIBITED AND PERMITTED

Any violation to the following uses may result in monetary penalties as set forth in Article VII: Sections 1, 2 of the Bylaws, or any other action, including, but not limited to, legal action, as deemed necessary by the Board to enforce the use restrictions shown below.

1. Said property shall not be used, nor shall any portion thereof be used for any purpose other than residential purposes.
2. No building, other than a detached single family dwelling house and attached garage for private use, shall be erected, constructed or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling for private use.
3. No dwelling house more than two stories in height shall be erected constructed or maintained on said property.
4. Trees exceeding four (4) inches in diameter may **NOT** be cut down, destroyed or removed from said property, **except** trees that are deemed noxious by the Palm Beach County Landscaping Codes, or those trees necessary for the construction of a dwelling or whose continued presence will endanger a dwelling. All dead or diseased trees must be promptly removed and replaced. Replacements can be planted anywhere on the property, and must be a tree of the same or greater aesthetic value.
5. When the construction of any building on any lot is once begun, work thereon must be pursued diligently and it must be completed within nine months. No building shall be occupied during construction, or until made to comply with all requirements of this declaration.
6. No outbuilding, garage, shed, tent, or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot without the prior written approval of the Board. Storage sheds and utility sheds shall be permitted, however, they are to be located directly behind the structure of the house, and located within the setback lines and totally concealed from view from the street and adjacent properties. The materials used in the construction of a shed must conform to match the house. (i.e. stucco or wood, roof; tile or cedar shake). **NO METAL SHEDS ARE PERMITTED.**
5x12 pitch
 No outbuildings, garage, shed, tent, trailer, temporary building or recreational vehicle shall be used for permanent or temporary residential purposes. Provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary shed during the period of actual construction of any structure on said property, nor the use of adequate sanitary toilet facilities for the workmen which shall be provided during such construction.

7. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile, school, radio tower, auto camp, trailer camp or haven, hospital, public baths, kindergarten, nursery school, sanitarium, asylum, or institution and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted, or conducted on said property, or any part thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. No animals, birds or fowl, including but not limited to hogs, cattle, cows, goats, sheep, rabbits, hares, horses, ponies, donkeys, burros, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as hereinafter permitted) shall be kept or maintained on any part of said property.

9. Dogs, cats and pet birds may be kept on any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. In no event shall any roosters, guinea hens, pigeons or other noisy fowl be kept for any purpose on any lot. COUNTY LEASH LAWS ARE APPLICABLE.

10. Owners and occupants of residences will not be permitted to park, store or keep trailers, campers, recreational vehicles, boats, trucks (for example: trucks with step side P.U.D., flat beds, dump bodies, semi-tractors, excluding personal use pick-up trucks) or any other non-personal vehicles on their lots, adjacent lots or common areas, except within an enclosed garage or totally concealed from view, from both the street and adjacent neighbors, and behind the front building setback lines; nor may any of them be used for temporary or permanent residential purposes whatsoever. Also personal vehicles advertising a business, commercial enterprise or service must be concealed from view when parked overnight. Occasionally boats may be parked in view, but not to exceed twenty four (24) hours in duration.

11. No property shall be allowed to grow up in an unsightly condition or shall any property be used as a junk yard or for storage of inoperative vehicles.

12. No individual water supply system shall be permitted on any lot except solely for irrigation purposes or other non-domestic use.

13. No garbage receptacles or containers shall be permitted on any lot except containers meeting the sanitary requirements, if any, of the County of Palm Beach, Florida. All receptacles must be stored within a garage or totally concealed from view from the street and adjacent properties and behind the front building set back lines, with the exception of garbage pick up days.

14. No public utility services shall be transported from the lot line or any public utility easement to a dwelling or other structure except through underground pipes, conduits or other underground connection.

15. The Association property shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the lot owners, their invitee(s) and guests.
16. No clotheslines of any type shall be permitted, erected, constructed or maintained on any property.
17. Satellite Dishes that are twenty inches (20 ") or less in diameter, concealed from view and behind the front setback lines are permitted. No other external antennas of any other type shall be permitted, constructed or maintained on any property.
18. No gas or diesel power driven vessels such as; boats, jet skis, etc., shall be permitted on any waterway or lake located in aforesaid property of Cypress Trails.

PARAGRAPH V

APPROVAL OF PLANS
AND LOCATION OF STRUCTURE AND LANDSCAPE

1. No building, outbuilding, garage, fence, wall retaining wall, or other structure of any kind shall be erected constructed, or maintained on said real property or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof be made unless prior to the commencement of any construction, excavation or other work, two complete sets of plans and specifications therefore, including front, side, and rear elevations and floor plans and specifications therefore including front, side and rear elevations and floor plans for each floor and basement, and two plot plans indicating and fixing the exact location of such structure or such altered structure on the lot with reference to the street and side lines thereof as well as all landscaping improvements to be made to the lot which have been first submitted in writing for approval and approved in writing by the Board. The Board shall have the authority to require plans and specifications which may exceed the maximum standards provided and required by the Codes by the County of Palm Beach, as revised from time to time. The Board may at any time appoint a committee to oversee the above.
2. Approval of plans, specifications, location of buildings and landscaping by the Board shall be approved in writing and endorsed on both sets of said plans and specifications and plot plan and one set shall forthwith be returned by the Board to the person submitting the same.
3. Plans and specifications for new construction shall provide for a minimum of 1 1/2% of the total cost of such construction of improvements on each lot for landscaping to be placed upon the lot to be improved. Each lot shall be fully sodded and/or landscaped and such installation of landscaping and sodding shall be completed prior to occupation of the structure by its occupants, and shall be in accordance with the plans and specifications approved by the Board.

4. After such plans and specifications and other data submitted have been approved by the Board, no building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, or altered or maintained upon said property unless the same shall be erected, constructed, or altered in conformity with the plans and specifications, and plot plans theretofore approved by the Board or its duly appointed agent, as provided in Paragraph V hereof. If any building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property, other than in accordance with the plans and specifications and plot plan therefore, approved by the Board, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the written approval of the Board having been obtained as required by this declaration. Monetary Penalties as set forth in Article VII: Section 1, 2 of the Bylaws, may be imposed for violations of any of the above.

(a) After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of Paragraph V hereof unless notice to the contrary shall have been recorded in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, or legal proceedings shall have been instituted to enforce such compliance.

(b) The Board may, at any reasonable time, enter and inspect any building or property subject to the jurisdiction of the Board under construction or on or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitude or easements is occurring or has occurred.

PARAGRAPH VI

SET BACKS AND FREE SPACES OF BUILDINGS

1. No building and no addition to any building and no structure or object shall be erected, placed, or maintained on any lot nearer than forty (40) feet to the front line of any lot in said property. In the case of corner lots, the front line should be that line having the shorter street dimension.
2. No building and no addition to any building and no structure or object shall be erected, placed or maintained on any lot nearer that fifteen (15) feet to the side and fifteen (15) feet to the back line of any lot.
3. In the case of corner lots, no building and no addition to any building and no structure or object shall be erected, placed or maintained on any such lot nearer than fifteen (15) feet to the side street of any such lot.

4. Swimming Pools, the highest projection of which shall not exceed two (2) feet in height, outdoor fireplaces, not to exceed six (6) feet in height, and screen enclosures may be erected and maintained within said rear setback area provided. Such swimming pools, screen enclosures and outdoor fireplaces shall not be erected and maintained nearer than ten and one half (10 ½) feet to the rear line of any such lot.

5. Any fence that faces any street must be landscaped to make it aesthetically pleasing and compatible with the community. Chain link fences must be coated with a black or green color. Board approval, in writing, is required for all fences.

6. Anything in this Paragraph VI to the contrary notwithstanding, in the event one lot, or a portion thereof, and the whole portion of a contiguous lot, all in one ownership, shall be used as one building site for one residence building and its appurtenant outbuildings permitted by this declaration, then while so owned and used the side lines and rear line of such site shall, for the purpose of this Paragraph VI, be deemed to be the side lot lines and the rear lot lines of such sites.

PARAGRAPH VII

AREA IMPROVEMENTS AND CONSTRUCTION MATERIALS.

BUILDING REQUIREMENTS

1. No single family dwelling house having a main living area of less than 2,000, (1,600 for homes constructed prior to December 18, 1995) square feet exclusive of porches, terraces, porticos, patios, utility rooms and garage shall be erected, constructed or maintained on any lot. In case of disaster (hurricane, fire, ect..) a home of equal or greater square footage than the original shall be constructed.

2. No roof design having a minimum roof pitch of less than 5 X 12 shall be allowed on any main living area or garage to be constructed on the property; all roofs shall be of cedar shake or cement tile and no tar and gravel roof shall be allowed except on porches located at the rear of the dwelling house; unless otherwise agreed to by the Board. Asphalt shingles are specifically prohibited.

3. No dwelling house shall be erected without providing a garage with a minimum width of twenty (20) feet and a minimum sixteen (16) feet wide garage door and a minimum area of 400 square feet and having a surfaced driveway connecting said garage with the street and permitting ingress and egress of an automobile. No unenclosed carports or garages will be allowed. Unattached garages may be allowed only with the prior written approval of the Board.

PARAGRAPH VIII

LOTS

1. Not more than one dwelling house shall be erected, constructed or maintained upon any one lot or upon any building site consisting of one or more lots, all of one lot and part of another or of contiguous parts of two which will form an integral unit of land suitable for use as a building site for a dwelling. No building site shall consist of less land than is contained in one of the lots in the block in which such site is located. No re-subdivision shall be permitted except as aforesaid.

2. The Board reserves the right to care for improved and/or unimproved lots and/or property, to remove and destroy tall grass, undergrowth, weeds, and rubbish and to remove any unsightly and obnoxious things and to do all other things and perform all labor necessary or desirable in the judgment of the Board to keep the property and the land contiguous and adjacent thereto in a neat and clean condition and to charge the cost thereof in addition to applicable monetary penalties as defined in Article VII: Section 1,2 of the ByLaws, against the then owners of said lot or lots and/or properties.

PARAGRAPH IX

STREETS, EASEMENTS, RESERVATIONS,

RIGHTS -OF-WAY AND ADDITIONAL RESTRICTIONS

1. No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract or purchase.

2. Easements, reservations and rights-of-way may be reserved by the Board, its successors and assigns, in any conveyance it or they may make of said property or any portion thereof.

3. The Board may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

4. No dwelling house, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained upon any such easements, reservations, or rights-of-way and said corporations and other persons erecting, constructing, or servicing such utilities and quasi-public utilities and Board, its successors and assigns, all of whom shall have the right of ingress and egress thereto and therefrom and the and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of way are reserved or may hereafter be reserved.

PARAGRAPH X
SIGNS

No signs, or other advertising device of any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said property, except one professionally printed sign of not more than five (5) square feet in area, advertising the property for sale or rent, and signs used by a builder to advertise the property during construction and sales period, provided, however, that any such builder's sign shall be subject to written approval by the Board. It is the responsibility of the property owner to remove the sign immediately after a garage sale or open house.

PARAGRAPH XI
SCOPE OF THE GOVERNING DOCUMENTS

All of the Governing Documents set forth in this declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this declaration and agrees to be bound by each such covenant, restriction, reservation, servitudes and easement.

PARAGRAPH XII
VIOLATION OF GOVERNING DOCUMENTS

1. The provisions contained in the Governing Documents shall bind and inure to the benefits of and be enforceable by the Board, the Association, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, failure to enforce any such provision of the Governing Documents, shall in no event, be deemed a waiver of the right to do so thereafter unless otherwise herein provided.
2. A breach or violation of any of the Governing Documents shall give the Board the right to enforce through any means deemed necessary to bring the breach or violation of same into compliance, including but not limited to Article VII: Section 1, 2 of the Bylaws. All remedies shall be deemed cumulative and not exclusive.
3. In any dispute arising because of an alleged violation by a lot owner, of any provisions of the Governing Documents, the prevailing party shall be entitled to recover costs and reasonable attorneys fees, including costs and fees incurred prior to the suit.

PARAGRAPH XIII

MEMBERSHIP IN PROPERTY OWNER'S ASSOCIATION

The owner of any lot (s) subject to this declaration shall automatically be members of the CYPRESS TRAILS PROPERTY OWNER'S ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida and such owner and the parcels of land which he owns, shall be subject to the rights, privileges, duties and obligations thereof, and each lot owner shall be subject to the Articles of Incorporation and Bylaws of the Association, and to all the Rules and Regulations adopted by said Association. Such membership in the Association shall not be transferrable or assignable except as an incident to the transfer of ownership.

PARAGRAPH XIV

THE VARIOUS PARTS OF THIS
DECLARATION OR SEVERABLE

In the event any clause, subdivision, term, provision or part of this declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this declaration as adjudicated to be invalid or unenforceable the remainder of this declaration shall remain in full force and effect and each and all of the paragraphs, subdivisions, terms, provisions, or parts of this declaration are hereby declared to be severable and independent of each other.

PARAGRAPH XV

POWER AND DUTIES OF THE ASSOCIATION
AND THE EXERCISE THEREOF

The Association shall have all the power granted to it by law and Governing Documents, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Governing Documents, and shall include but not be limited to the following:

- (a) The power to levy and collect general assessments, special assessments and individual assessments and/or monetary penalties as set forth in Article VII: Section 1, 2 of the ByLaws. *SEE AMENDMENTS ON LAST PAGE OF THIS SECTION ITEM #1*
- (b) The power to expend monies collected for the purpose of paying the expenses of the association.
- (c) The power to purchase equipment, supplies, and materials required in the maintenance, repair, replacement, operation and management of the association property.

(d) The power to insure and keep insured the buildings and improvements of the association and to maintain such other insurances as deemed appropriate.

(e) The power to employ the personnel required for the operation of the association and the association property.

(f) The power to pay utility bills for utilities serving the association property.

(g) The power to contract for the management of the association property and to delegate to its contractor as manager, all the powers and duties of the association, except those things which must be approved by members.

(h) The power to make reasonable Rules and Regulations governing all of Cypress Trails, and to amend them from time to time, and see to it that all members are notified of such changes in the Rules and Regulations as they may be enacted.

(i) The power to improve the association property subject to the limitations as set forth herein.

(j) The power to enforce by any legal means, the provisions of the Governing Documents, and the Regulations promulgated by the association.

(k) The power to collect delinquent assessments and/or monetary penalties by lien, suit or otherwise, and to abate nuisances and enjoin or seek damages from lot, unit or parcel owners for violations of the provisions of the Governing Documents, and related documents.

(l) The power to pay all taxes and assessments which are liens against the association property.

(m) The power to control and regulate residential development within Cypress Trails, and to promote, assist and further adequate and proper maintenance of Cypress Trails, and the lots, units or parcels therein for the benefit of all owners therein. This provision shall not be deemed to require the Association to maintain any lot, unit or parcel individually owned.

(n) The power to select depositories for the association funds, and to determine the manner of receiving, depositing and disbursing corporate funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by the Governing Documents.

(o) The power to acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with the Governing Documents, of Cypress Trails, and related documents.

(p) The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

PARAGRAPH XVI

AMENDMENTS TO THE

DECLARATION OF COVENANTS AND RESTRICTIONS

Amendments to the Declaration of Covenants and Restrictions shall be approved by a majority of the Board, proposed by the Board to the membership and approved at any members meeting by a majority vote of those present, whether in person or by proxy, (quorum required), providing not less than thirty (30) days notice shall have been given to all members setting forth the proposed amendment.

PARAGRAPH XVII

DISSOLUTION OF THE ASSOCIATION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deed application to him unless made in accordance with the provisions of such covenants and deeds.

PARAGRAPH XVIII

ASSESSMENTS AND LIENS

1. The Board of the Association shall fix and determine, from time to time, the sum necessary and adequate for the expenses of the Association.

2. Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of Association property, utilities, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated from time to time by the Board of the Association. The Board is specifically empowered, on behalf of the Association, to make and collect Assessments. Funds for the payment of expenses shall be assessed against the lot owners equally. Said assessments shall be payable quarterly, in advance, unless otherwise ordered by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments and ~~shall be payable in the manner determined by the Board.~~ Fines or monetary penalties assessed pursuant to the Bylaws shall be collected in the same manner as this Declaration.

SEE AMENDMENTS ON LAST PAGE OF THIS SECTION ITEM #2

3. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, to additional improvements, or to operations); betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional property that will be a part of the Association property reserves for depreciation; and operations, the amounts of which may provide working funds or to meet losses.

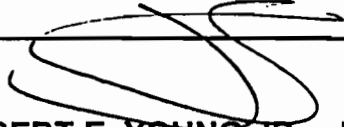
4. The Board shall have the power to collect assessments in monthly installments. If a lot owner shall be in Default, (any payment not received by its due date), in the payment of an installment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the lot owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the owner.

5. Each of the lots in Cypress Trails, is hereby made subject to a lien and permanent charge in favor of the Association for annual assessments or charges, and each lot hereafter made subject to this Declaration shall automatically be subject to said lien and permanent charge. Any and all of the assessments and charges, together with interest thereon, shall constitute a permanent charge upon and a continuing lien on the lot to which such assessment relates and such permanent charge and lien shall bind such lot in the hands of any and all persons.

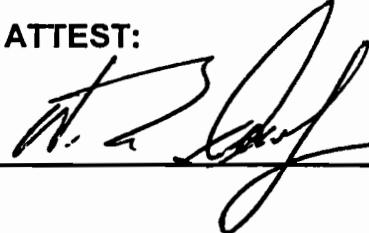
6. In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Board of the Association shall send a delinquency notice by certified mail to the delinquent member and the cost of all postage be charged against the homeowner in question. A late charge of twelve dollars (\$12.00) per quarter or a prorated portion thereof will be added to all delinquent assessments payments. In the event that any assessment shall not have been paid within fifteen (15) days of the receipt of said delinquency notice, the Board shall then cause a Notice of Lien to be filed with the clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed and recorded. In the event that any assessment continues to remain in default for thirty (30) days after filing Notice of Lien, the Association shall pursue its remedies at law or in equity to foreclose its lien in same manner as provided in Chapter 85 of the Florida Statutes. In any proceeding to enforce such lien, the Association shall be entitled to recover its costs, cost of collection, fines and reasonable attorneys fees.

IN TESTIMONY WHEREOF, we the Undersigned have set our hands and affixed our seal, this 29th day of December 1995

CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION, INC.

By: 
ROBERT E. YOUNG JR. , PRESIDENT

ATTEST:

BY: 
WILLIAM DOWLING , SECRETARY

NOTARY PUBLIC – STATE OF FLORIDA

Before me this day Robert E. Young Jr. and William Dowling appeared and executed the foregoing instrument.

Sworn to and subscribed before me this 29th day of December , 1995


Notary Public KAREN E. CRETECOS
My Comm Exp. 5/23/97
Bonded By Service Ins
No. CC288740

 Personally Known Other I. D.

**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR CYPRESS TRAILS AND TO THE
AMENDED AND RESTATED BYLAWS FOR CYPRESS TRAILS**

The Amended and Restated Declaration of Covenants and Restrictions for Cypress Trails is recorded in Official Records Book 9065, at Page 1096, of the Public Records of Palm Beach County, Florida.

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

ITEM #1

Paragraph XV (a) of the Amended and Restated Declaration of Covenants and Restrictions for Cypress Trails shall be amended to read as follows:

(a) The power to levy and collect general assessments, special assessments and individual assessments and/or monetary penalties as set forth in Article VII: Section 1, 2 of the By Laws. All special assessments must be approved by a majority vote of the Board of Directors and by a majority of the membership of the Association, in accordance with the procedures as set forth in Article VIII of the Amended and Restated By Laws for Cypress Trails which is incorporated herein by reference.

ITEM #2

Paragraph XVIII (2) of the Amended and Restated Declaration of Covenants and Restrictions for Cypress Trails shall be amended to read as follows:

2. Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of Association property, utilities, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated from time to time by the Board of the Association. The Board is specifically empowered, on behalf of the Association, to make and collect Assessments. Funds for the payment of expenses shall be assessed against the lot owners equally. Said assessments shall be payable quarterly, in advance, unless otherwise ordered by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable ~~in the manner determined by the Board~~ in the same manner as for regular assessments. Fines or monetary penalties assessed pursuant to the Bylaws shall be collected in the same manner as this Declaration.

CONTENTS
AMENDED AND RESTATED
ARTICLES OF
INCORPORATION
FOR
CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION, INC.

NAME OF THE CORPORATION	PAGE 1
PURPOSE	PAGE 1
QUALIFICATIONS OF MEMBERS	PAGE 2
TERMS	PAGE 2
MANAGEMENT OF THE CORPORATION	PAGE 2
BYLAWS AND DECLARATIONS	PAGE 2
AMENDMENTS TO ARTICLES	PAGE 3
INDEMNIFICATION OF THE BOARD	PAGE 3
INDEMNIFICATION OF INTEREST TO THE BOARD	PAGE 4
DISSOLUTION	PAGE 5

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF
CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida applicable to corporations not-for-profit under the following proposed Charter;

ARTICLE I

The name of the corporation shall be **CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "ASSOCIATION" and it is to be located in Palm Beach County, Florida.

ARTICLE II

PURPOSE

The general nature of the purpose of the corporation shall be to :

- (a) Encourage and promote the most appropriate development and improvement of the property composing the subdivision known as CYPRESS TRAILS; to protect the owners of lots therein against improper use of surrounding lots which depreciate the value of their property; to preserve the natural beauty of said property; to provide adequately for the quality of life to the owners of property in the subdivision and thereby enhance the value of the investment made by purchases of lots in said subdivision; to maintain and preserve the beauty and desirability of the properties for its members.
- (b) To maintain and preserve the water management areas, the recreation and buffer areas, the entrance to subdivision and the street signs and lights in the subdivision.
- (c) To acquire, build, equip, maintain on any land, buildings or property which may be necessary or incident to the general purposes for which the corporation is organized.
- (d) To engage in any other acts not specifically prohibited to corporations not for profit by the laws of the State of Florida.

ARTICLE III

QUALIFICATIONS OF MEMBERS

Membership in the Association shall be composed of record owners of the lots within the Cypress Trails, P.U.D., A Planned Unit Development in Palm Beach County, Florida, according to the plat as recorded in plat book 42, pages 28, 29, and 30, thereof to be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE IV

TERMS

This corporation shall have perpetual existence.

ARTICLE V

MANAGEMENT OF THE CORPORATION

The management of the Corporation shall be made up of five (5) voting members in good standing, who are duly elected by the majority of the membership at the Annual Meeting of the members. They shall comprise the **Board of Directors (here and after referred to as the Board.** From the Board there shall be elected the following officers: President, Vice-President, 2 nd Vice-President, Secretary, Treasurer. Such officers to be elected by the members of the Board, at the Organizational Meeting of each new Board following the meeting of the members. Each office shall serve one (1) year with the exception as outlined in **ARTICLE IV: (a) of the Bylaws.**

ARTICLE VI

AMENDMENTS TO THE BYLAWS AND DECLARATION

The Bylaws and Declarations of the corporation are to be made, altered or rescinded by the Board, by majority vote and subject to the approval of the membership, by majority vote, whether in person or by proxy (quorum required) provided not less than thirty (30) days notice shall have been given to all members of the association.

ARTICLE VII

AMENDMENTS TO ARTICLES

OF INCORPORATION

Amendments to the Articles of Incorporation shall be approved by a majority of the Board, proposed by the Board to the membership and approved at any members meeting by a majority vote of the members present or by proxy (quorum required), providing not less than thirty (30) days notice shall have been given to all members setting forth the proposed amendment.

ARTICLE VIII

INDEMNIFICATION OF THE BOARD OF DIRECTORS

The Association shall indemnify any **Member or Officer of the Board of Directors**, past or present, made party or threatened to be a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative, or investigative, other than one by or in the right , of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Member or Officer of the Board of Directors of the Association, or in his capacity as Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgement, order settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Member or Officer of the Board of Directors did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association to procure a judgment in its favor by reason of the person being or having been a Member or Officer of the Board of Directors of the Association, or by reason of the person being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which the person served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually

and necessarily incurred by them in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Any such person shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his/her duty of the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Board of Directors acted in good faith and in a manner he/she reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he/she had no reasonable ground for belief that such action was unlawful. Such determinations shall be made by the Board of Directors after consulting with the Association attorney, by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE IX

TRANSACTION IN WHICH DIRECTORS OR OFFICERS OR BOARD MEMBERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers or Board member(s), or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers or Board member(s) are Directors or Officers or Board member(s), or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Board of Directors is present at or participates in the meeting of the Board or Committee thereof which authorized the contract. No Directors or Officers or Board member of the Association shall incur liability by reason of the fact that he /she is or may be interested in any such contract or transaction.

Interested Directors or Officers or Board member may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction. Directors or Officers or Board member **must abstain** from voting on any matter in which they have an interest.

ARTICLE X

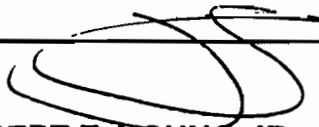
DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any member vested in him/her under recorded covenants and deeds applicable to him/her unless made in accordance with the provisions of such covenants and deeds.

IN TESTIMONY WHEREOF, we the Undersigned have set our hands and affixed our seal, this 29th day of December 1995

CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION, INC.

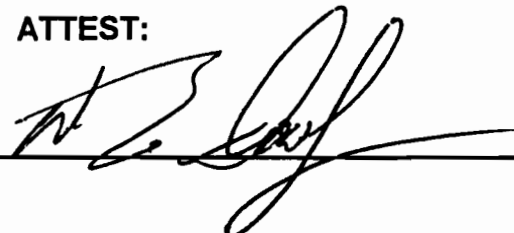
By: _____



ROBERT E. YOUNG JR. , PRESIDENT

CORPORATE SEAL

ATTEST:

BY: _____


WILLIAM DOWLING , SECRETARY

NOTARY PUBLIC – STATE OF FLORIDA

Before me this day Robert E. Young Jr. and William Dowling appeared and executed the foregoing instrument.

Sworn to and subscribed before me this 29th day of December, 1995

Karen E. Cretecos
Notary Public



CONTENTS

AMENDED AND RESTATED BYLAWS

FOR

CYPRESS TRAILS

IDENTITY OF THE CORPORATION	PAGE 1
MEMBERSHIP AND VOTING PROVISIONS	PAGE 1
VOTING	PAGE 1
QUORUM	PAGE 2
PROXIES	PAGE 2
DESIGNATION OF VOTING MEMBER	PAGE 2
MEETING OF THE MEMBERSHIP	PAGE 3
ADJOURNED MEETING	PAGE 3
REMOVAL OF A BOARD MEMBER BY THE MEMBERSHIP	PAGE 3
THE BOARD	PAGE 4
TERM, QUALIFICATIONS AND COMPENSATION	PAGE 4
ORGANIZATIONAL MEETING	PAGE 4
ELECTIVE OFFICERS AND DUTIES	PAGE 5
REMOVAL OF A BOARD MEMBER BY THE BOARD	PAGE 6
VACANCIES ON THE BOARD	PAGE 6
DISQUALIFICATIONS AND RESIGNATIONS	PAGE 6
MEETINGS	PAGE 6
POWERS AND DUTIES	PAGE 6
ASSESSMENTS	PAGE 7
COMMITTEES	PAGE 7
DEPOSITORIES	PAGE 7
FISCAL YEAR	PAGE 7
DETERMINATION OF ASSESSMENTS	PAGE 8
ACCELERATION OF ASSESSMENTS	PAGE 8
LIEN	PAGE 8
POWERS AND DUTIES OF THE CORPORATION	PAGE 9
COMPLIANCE AND DEFAULT	PAGE 9
VIOLATIONS	PAGE 9
PROCEDURES FOR FINES	PAGE 10
AMENDMENTS TO THE BYLAWS	PAGE 11
RULES AND REGULATIONS	PAGE 11
MORTGAGEE RIGHTS	PAGE 11

**AMENDED AND RESTATED
BYLAWS OF**

**CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

ARTICLE I

IDENTITY

The following Amended and Restated Bylaws shall govern the operation of CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION, INC., a corporation not-for-profit, hereafter referred to as the " Association ".

Section 1. The Association is an incorporated not-for-profit association, organized and existing pursuant to Chapter 617 Florida Statutes, for the purpose of maintaining and preserving the beauty and desirability of properties of its members.

Section 2. The seal of the corporation will bear the name of the corporation, and the word " Florida ", the words " Corporation not-for-profit ", and the year of the corporation an impression of which is as follows:

ARTICLE II

Section 1 MEMBERSHIP AND VOTING PROVISIONS

Membership in the Association shall be limited to record owners of lots within CYPRESS TRAILS, a Planned Unit Development as recorded in the Public Records of Palm Beach County, Florida, Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons so owning said property shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated the vote of a lot owner shall be cast by the "Voting Member". If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member.

Section 2. Voting

- (a) All lot owners shall have an equal vote (one lot, one vote).
- (b) A vote of 51% of a quorum present shall decide any questions unless the Bylaws or Articles of Incorporation provide otherwise, in which event the voting percentages required in the Bylaws or Articles of Incorporation shall control.

Section 3. QUORUM

Unless otherwise provided in these Bylaws, the presence in person or by proxy of Thirty (30) percent of the membership shall constitute a quorum.

Section 4. PROXIES

Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth in Section 5 below) prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a lot is owned jointly and they have not designated one of the record owners of the lot as a voting member, a proxy which designates a third person must be signed by all the record owners of the lot.

Section 5. DESIGNATION OF VOTING MEMBER

(a) If a lot is **owned by one person**, the right to vote shall be established by presenting to the Secretary of the Association of a Certificate of Ownership signed by the owner establishing the individual as a " Voting Member ".

(b) If a lot **owned by more than one person**, a completed Certificate of Ownership, signed by **all record owners** of the lot, designating the member entitled to vote, shall be presented to the Secretary of the Association. The person designated in such Certificate who is entitled to cast the votes for the lot shall also be known as a "Voting Member".

(c) If a lot is **owned by a corporation**, the officer or employee thereof entitled to cast the vote for the lot for the corporation, shall be designated in a completed Certificate of Ownership, signed by the President or Vice-President of the corporation, attested to by the Secretary of the Corporation and presented to the Secretary of the Association thereby establishing that individual as a " Voting Member ".

(d) If such a Certificate is not on file with the Secretary of the Association, the votes of the lots concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the votes for that lot. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in ownership of the lot concerned.

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 1. TIME

The annual members meeting shall be held at 7:30 P.M., local time, on the first Wednesday in February for each year for the purpose of electing the Board and transacting any other business, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next Wednesday.

Section 2. PLACE

All meetings of the Association membership shall be held at a location convenient to the members at such a place and at such a time as shall be designated by the Board of the Association and stated in the Notice of the Meeting.

Section 3. NOTICES

It shall be the duty of the Secretary to ~~serve~~ ^{MAIL} a notice of each annual or special meeting, stating the time and the place thereof, to each voting member, to be received at least five (5) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be ~~served~~ ^{MAILED TO} at the address of the lot owner as it appears on the books of the Association.

Section 4. MEETINGS

Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, must be called by the Board, or at the request in writing of voting members representing a majority of the lot owners, which request shall state the purpose of the proposed meeting. Business transacted at the requested meetings shall be confined to the objects stated in the request.

Section 5. ADJOURNED MEETING

If any meeting or members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 6. REMOVAL OF A BOARD MEMBER BY THE MEMBERSHIP

Requires an affirmative vote of two-thirds (2/3) of the members present at a duly called meeting.

ARTICLE IV
BOARD

Section 1. The Board

Shall be made up of five (5) voting members in good standing duly elected by the majority of the membership at the Annual Meeting of the members as stated herein:

Section 2. Term, Qualifications and Compensation

The term of each Board Members service shall be one (1) year with the exception as provided for in (a) below and shall extend until the next annual meeting of the members or until his successor is duly elected and qualified, or until removed in the manner provided for in Section 5 below. No compensation shall be paid to the Board Members/Officers of the Association.

(a) The newly elected Board Member receiving the highest number of votes cast at the Annual Meeting of the majority of the voting membership, shall serve a **two year term** to provide continuity from one Board to the next. In the event the holder of the two year term either resigns or is removed from office, the remainder of the two year term will be filled by the Board Member who had received the second highest number of votes cast at the same Annual Meeting.

Section 3. The Organizational Meeting

The newly elected Board of the Association shall hold a Organizational meeting within fifteen (15) days of their election, at such place and time as shall be fixed and announced by the Board at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, and will include the following:

All meetings of the Board, must be posted in a conspicuous place on community property at least 48 hours in advance of the meeting, or a schedule of future meeting dates may be published in the newsletter.

(a) The **Outgoing President** presides over the meeting until a new President is elected.

(b) Election of Officers.

(c) Designation of a depository by formal resolution for the bank.

(d) Signature Cards for the depository to be signed.

(e) Record the names of the new officers with the State of Florida.

(f) Receive the up to date Minute Book from the outgoing Secretary and continue to keep the minutes in the bound, pre-numbered paged book.

(g) Receive all financial records and balanced bank statements etc. from the outgoing treasurer.

Section 4. Elective Officers

The principal officers of the Association shall be a President, Vice President, 2 nd Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board.

(a). **The President** Shall be the chief executive officer of the Association; and shall preside at all meetings of the lot owners and of the Board and shall have executive powers and general supervision over the affairs of the Association and other officers. He/She will sign all written correspondence, contracts and perform all of the duties of this office.

(b). **The Vice President** Shall perform all of the duties of the President in his/her absence .

(c). **The 2 nd Vice President** Shall perform all of the duties of the Vice President in his/her absence

(d). **The Secretary** Shall issue notice of all meetings and shall attend and keep the minutes of same; he/she shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. An Assistant Secretary if appointed shall perform the duties of the Secretary in the Secretary's absence.

(e). **Treasurer** Shall have custody of Association funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall oversee the deposit all monies and other valuable effects in the name of and to the credit of the Association.

1. Shall disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements and shall render to the President at the regular meetings, an account of all of his transactions as Treasurer and of the financial condition of the Association.

2. Shall oversee the collection of the assessments and shall promptly report the status of collections and of all delinquencies to the Board .

3. An Assistant Treasurer if appointed, shall perform the duties of the Treasurer in the Treasurer's absence.

Section 5. Removal of a Board Member by the Board

At any regular or special meeting, any one or more of the Board Members may be removed, with or without cause, by the majority vote of the Board Members present at a duly called meeting. A successor may then be appointed to fill the vacancy thus created.

Section 6. Vacancies on Board

If the office of any Board Member becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Board members, shall choose a successor or successors and who shall hold office until the next Annual Meeting. If less than a Board quorum remains, then a special election will be held within thirty (30) days.

Section 7. Disqualification and Resignation of Board Member

Any Board member may resign at any time by sending a written notice of such resignation to the Secretary of the Board. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. No elected member shall continue to serve on the Board should he/she be more than thirty (30) days delinquent in payment of an assessment and said delinquency shall automatically constitute a resignation effective when said delinquency is confirmed by the Board .

Section 8. Meetings

Meetings of the Board may be called by the President, and in his/her absence by the Vice-President, or by a majority of the members of the Board, by giving notice, to all of the members of the Board of the time and place of said meeting. All notices of meetings shall state the purpose of the meeting. A quorum is required.

Section 9. Waiver of Notice

Before or at any meeting of the Board of the Association any Board member may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Board member at any meeting shall be a waiver of notice by him/her of the time and place thereof. If all the board members are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

Section 10. Quorum

At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business and acts of the majority of the Board present at such meetings at which a quorum is present shall be acts of the Board of the Association.

Section 11. Powers and Duties

The Board shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by Articles of Incorporation or these Bylaws directed to be exercised and done by the members. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Governing Documents and all powers incidental thereto.

(b) To make assessments, collect assessments and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and preservation of the area described herein, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend Regulations respecting the operation and use of the facilities, and the use and maintenance of any property acquired by the Association.

(e) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board in the management of the business and affairs of the Association. Such committees shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name as may be determined from time to time by the Board and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board as required. The foregoing powers shall be exercised by the Board or its contractor or employees, subject only to approval by members when such is specifically required.

ARTICLE V

FINANCES AND ASSESSMENTS

Section 1. Depositories

The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board.

Section 2. Fiscal Year

The fiscal year of the Association shall begin on the first day of January of each year.

Section 3. Determination of Assessments

(a) The Board shall fix and determine, from time to time, the sums necessary and adequate for the expenses of the Association.

SEE AMENDMENT ON LAST PAGE OF THIS SECTION ITEM #2

(1) Expenses shall include expenses for the operation, repair, maintenance, replacement, or taxes of Association property, utilities, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated from time to time by the Board. Funds for the payment of expenses shall be assessed against the lot owners equally. Said assessments shall be payable quarterly in advance, or as determined by the Board. Special assessments, should such be required by the Board, shall be levied and payable in a manner determined by the Board.

(b) When the Board has determined the amount of any assessment, the Treasurer of the Association shall oversee the collection of said assessments.

(c) The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses. The budget shall conform to all requirements of Chapter 617.303(6) .F.S. As it now exists or may hereinafter be amended.

Section 4. Acceleration of Assessment Installments

If a lot owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the lot owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the lot owner.

Section 5. Lien

Each of the lots described in the area designated by the Articles of Incorporation is hereby made subject to a lien and permanent charge in favor of the Cypress Trails Property Owners Association for quarterly assessments or charges or, if applicable, fines and each lot hereafter made subject to this declaration shall automatically be subject to said lien and permanent charge. Any and all of the assessments, charges or, if applicable, fines together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the lot to which such assessment relates and such permanent charge and lien shall bind such lot in the hands of any and all persons.

In the event that any assessment, charges or, if applicable, fines shall not have been paid within thirty (30) days of the due date, the Treasurer of the Association shall send a delinquency notice by certified mail to the delinquent member and the cost of all postage be charged against the homeowner in question. A late charge of twelve dollars (\$12.00) per quarter or a prorated portion thereof be added to all delinquent assessments payments. In the event that any assessment shall not have been paid within fifteen (15) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board the name and address, as well as the amount in arrears, of the member. The Board shall then cause to be prepared, for execution by the President and the Secretary of the Association, a Notice of Lien to be filed with the clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed and recorded. In the event that any assessment continues to remain in default for thirty (30) days after filing Notice of Lien, the Association shall pursue its remedies at law or in equity to foreclose its lien in same manner as provided in Chapter 85 of the Florida Statutes. In any proceeding to enforce such lien, the Association shall be entitled to recover its costs, cost of collection, fines and such reasonable attorneys fees as may be determined by the Court.

ARTICLE VI

**POWER AND DUTIES OF THE CORPORATION
AND THE EXERCISE THEREOF**

The Association shall have all powers granted to it by law, the Governing Documents, all of which shall be exercised by its Board unless exercise thereof is otherwise restricted in the Governing Documents or by law.

ARTICLE VII
COMPLIANCE AND DEFAULT
Section 1. Violations

In the event of a violation (other than non-payment of quarterly assessments) by the lot owner of any of the provisions of these Bylaws, or the Articles of Incorporation, or Declarations of Protective Covenants and Restrictions or any valid restrictive covenants recorded by plat or otherwise, the Board shall have the authority to notify the lot owner as follows:

<u>INFRACTION</u>	<u>FINES</u>	<u>MONETARY PENALTIES</u>
BOATS		\$25.00 PER DAY
SIGNS		\$10.00 PER DAY
VEHICLES		\$25.00 PER DAY

Fines will be imposed daily with each day of the infraction being considered a separate violation. The accumulative fine amount is not to be considered a single fine.

The amount of the fine may be modified, from time to time, but not without the approval of the majority of the members at a duly called meeting.

PROCEDURE FOR IMPLEMENTING ALL FINES:

STEP 1. A certified, return receipt letter will be sent to the member outlining the infraction and the fine to be imposed if the situation is not corrected within fourteen (14) days from receipt of the letter.

STEP 2. If the infraction has not been corrected and after the fourteen (14) day period, a second certified, return receipt letter is sent specifying that the fine has been imposed as well as the costs of the certified, return receipt mailings.

In the second letter is an invitation to attend a meeting to **appeal** the fines and explain any extenuating circumstances for non-compliance. This appeal meeting will be conducted by three members of the association, to be determined by lottery, or such other methods as the board deems appropriate. Board members, families of Board members, employees of Cypress Trails, any member(s) who has notified the Board of the alleged violation and homeowners adjacent to the site of the infraction are **specifically prohibited** from serving on this committee. If the committee, **by majority vote**, does not approve a proposed fine, it may not be imposed.

STEP 3. If the member does not exercise the right of appeal, the fine and mailing costs become automatic and cannot be revoked. If the committee elects to enforce the fine, it is immediately turned over, by the President of the Board to the attorney for collection. In either case, a letter will be sent to the member outlining the action taken. The fine shall be immediately due and payable and subject to lien as set forth in Article V, Section 5 of the Bylaws.

SECTION 2. Other fines

Other monetary fines will be determined by the Board and based upon the severity of the infraction. Fines may not exceed \$ 25.00 per day.

SECTION 3. Costs and Attorneys' Fees

In any dispute arising because of an alleged violation by a lot owner, of any provisions of the Governing Documents, the prevailing party shall be entitled to recover costs and reasonable attorneys fees, including costs and fees incurred prior to the suit.

ARTICLE VIII

AMENDMENTS TO THE BYLAWS

Amendments to the Bylaws shall be approved by a majority of the Board, proposed by the Board to the membership and approved at any members meeting by a majority vote of those present, whether in person or by proxy, (quorum required), providing not less than thirty (30) days notice shall have been given to all members setting forth the proposed amendment.

ARTICLE IX

PARLIAMENTARY RULES

Roberts' Rules of Order (Latest Edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation of these Bylaws.

ARTICLE X

INTERPRETATION OF THE GOVERNING DOCUMENTS

If any irreconcilable conflict should arise or exist with respect to the interpretation of these Bylaws, the Articles of Incorporation or the Restrictive Covenants, the latter shall prevail.

ARTICLE XI

MORTGAGEE'S RIGHTS

Notwithstanding anything herein to be contrary, a mortgagee holding a recorded first mortgage on any lot (improved or otherwise) shall have the following rights:

(a) Any such first mortgagee who obtains title to a lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such lot's unpaid assessments which accrue prior to the acquisition of title to such lot by the mortgagee. Such unpaid assessments shall be deemed to be a common expense of the Association, and collectable from all lot owners including said mortgagee.

(b) Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the developer) of the individual lots have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by the Association, for the benefit of the lot owners in the subdivision (the granting of easements for utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this clause);

(2) change the method of determining the assessments obligations, dues or other charges which may be levied against a lot owner;

(3) by act or omission change, waive or abandon any scheme of Regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of lots and improvements thereon, the exterior maintenance of lots and improvements, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings in the subdivision;

(4) fail to maintain fire and extended coverage on insurable Association common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(5) use hazard insurance proceeds for losses to any Association common property for other than the repair, replacement or reconstruction of such common property.

(c) First mortgagees of lots may, jointly or singly, pay taxes, assessments or other charges which are in default which may or have become a charge against any Association common property and may pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(d) No provision herein or in the Declaration of Protective Covenants shall give a lot owner, or any party, priority over any rights of the first mortgagee of a lot in the subdivision pursuant to its mortgage in the case of a distribution to such condemnation awards for losses to or taking of Association common property.

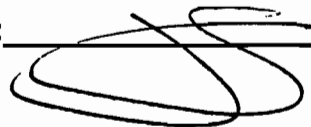
(e) A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual lot owner/borrower of any obligation under the Articles of Incorporation, these Bylaws, or the Declaration of Protective Covenants which is not cured within sixty (60) days.

APPROVED AND DECLARED, ENACTED AS THE BYLAWS OF CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION, INC.

IN TESTIMONY WHEREOF, we the Undersigned have set our hands and affixed our seal, this 29th day of December 1995

CYPRESS TRAILS PROPERTY OWNERS' ASSOCIATION, INC.

By: _____

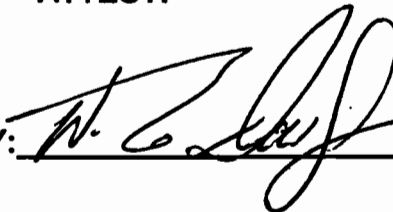


ROBERT E. YOUNG JR. , PRESIDENT

CORPORATE SEAL

ATTEST:

BY: _____



WILLIAM DOWLING , SECRETARY

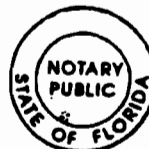
NOTARY PUBLIC – STATE OF FLORIDA

Before me this day Robert E. Young Jr. and William Dowling appeared and executed the foregoing instrument.

Sworn to and subscribed before me this 29th day of December, 1995

Karen E. Cretecos
Notary Public

AMENDED AND RESTATED DECEMBER 19, 1995



KAREN E. CRETECOS
My Comm Exp. 5/23/97
Bonded By Service Ins
No. CC288740

PAGE 13

Personally Known Other I. D.

Article V, Section 3 of the Amended and Restated By Laws for Cypress Trails shall be amended to read as follows:

ITEM #2

SECTION 3. DETERMINATION OF ASSESSMENTS

(a) The Board shall fix and determine, from time to time, the sums necessary and adequate for the expenses of the Association.

(1) Expenses shall include expenses for the operation, repair, maintenance, replacement, or taxes of Association property, utilities, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated from time to time by the Board. Funds for the payment of expenses shall be assessed against the lot owners equally. Said assessments shall be payable quarterly in advance, or as determined by the Board. Special assessments, should such be ~~required~~ approved by a majority of the Board, and by a majority of the membership, shall be levied and payable in the same manner as regular assessments, as such shall be determined by the Board.

(b) When the Board has determined the amount of any assessment, the Treasurer of the Association shall oversee the collection of said assessments.

(c) The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses. The budget shall conform to all requirements of Chapter 617.303(6) F.S. As it now exists or may hereinafter be amended.

ITEM #1

Article III, Section 3 of the Amended and Restated By Laws for Cypress Trails shall be amended to read as follows:

SECTION 3. NOTICES

It shall be the duty of the Secretary to ~~serve~~ mail a notice of each annual or special meeting, stating the time and the place thereof, to each voting member, to be received at least five (5) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be ~~served at~~ mailed to the address of the lot owner as it appears on the books of the Association.