

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CEDARWOOD VILLAS

THIS DECLARATION, made by CHRISTIAN DEVELOPMENT CORPORATION OF BOYNTON BEACH, INC., a Florida corporation not for profit, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to CEDARWOOD VILLAS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title or life estate to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area to be owned by and dedicated to the Association at the time of the conveyance of the first Lot shall include the areas designated TRACTS "A", "B", "C", as shown on the Plat recorded in the public records of Palm Beach County, Florida, for CHRISTIAN VILLAS PLAT NO. 1", which consist of Street Rights-of-way, Landscape Areas and Pedestrian Ways, and also shall

PREPARED BY:
Jeffrey D. Kneen, Esquire,
Levy, Alisco, Perry, Shapiro,
Kneen & Kingscade, P.A.
P. O. Box 1151
Palm Beach, Florida 33480

OFF. REC. 2963 PAGE 1

Return to Robert F. Griffith, Jr.
P. O. Drawer 10
Boynton Beach, Fla.

Rec. 115.60
Fia. St. -
Surtax -
Intang. - 115.60

include the road easements, sprinkler easements, and drainage easements as shown on said Plat.

Section 5. "Lot" shall mean a platted lot shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to CHRISTIAN DEVELOPMENT CORPORATION OF BOYNTON BEACH, INC., its successors and assigns; if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Institutional Mortgagee" means the Declarant, a state or federal savings or commercial bank or savings and loan association or trust company, insurance company, real estate investment trust, union pension fund, or an agency of the United States Government, mortgage company, or like entity holding a mortgage on a Lot, and their successors and assigns.

Section 8. "Dwelling" shall mean the residential structure on each Lot wherein the Owner and/or other occupants may reside, including a screened patio, if any, but specifically excluding all landscaped grounds which may be enclosed by a fence.

Section 9. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

ARTICLE II ANNEXATION

Section 1. Within ten (10) years of the date hereof additional residential property and/or Common Area may be annexed to the Properties by Declarant without obtaining consent from any other party, including Owners or any mortgagees of any Lots. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be

annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area, for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the members, and without prior written consent of Declarant if Declarant is the owner of one or more Lots.

(c) rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine in accordance with the By-laws, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B

- membership; or
- (b) On December 31, 1988; or
- (c) Such earlier date as Declarant may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees, personal representatives, successors and/or assigns.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, including but not limited to the purchase of required insurance, and to perform the duties and obligations of the Association pursuant to the Declaration, Articles, By-laws and the Plat of the Properties recorded in the Public Records of Palm Beach County, Florida, for the maintenance, repair and replacement of the Common Area, Lots, Dwellings, and easements dedicated to the Association.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessments and shall be collected on a monthly basis. This uniform rate for all Lots shall not be altered without written approval of all Owners and all Mortgagees holding a mortgage on the Lots.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the issuance of a Certificate of Occupancy for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after such date. The Board of Directors shall fix the

ments, including but not limited to the roof and all structural, electrical, mechanical and plumbing elements thereof, excluding the items to be maintained by each Owner as set forth immediately above.

Section 2. Maintenance of the Dwellings and Lots. The Association shall, subject to the other provisions of this Declaration, maintain, repair and replace at its expense the exterior of the Dwellings and all other exterior improvements upon each Lot, including but not limited to all exterior surfaces of the Dwelling, fences, landscaping, sprinkler system, parking areas, walkways, roads and streets, street lighting and utilities.

Section 3. Maintenance of Common Area. The Association shall maintain, repair and replace at its expense the Common Areas, including all improvements placed thereon, and the improvements within all easements dedicated to the Association pursuant to the Plat recorded upon the Properties.

Section 4. Alterations and Additions. No Owner shall make or permit to be made any material alteration, addition or modification to his Dwelling, or to his Lot, without the prior written consent of the Association and of Declarant during the time that Declarant is selling Lots. No Owner shall cause any terrace or other area which is abutting his Dwelling to be enclosed or cause any improvements or changes to be made therein or on the exterior of the Dwelling, including painting or other decoration, without the prior written permission of the Association and of Declarant during such period that Declarant is selling Lots. No unit owner shall cause to be made any modification or installation of any electrical wiring, television antennae systems or connections, whether inside or outside the Dwelling, or in any manner change the appearance of any portion of the Dwelling or Lot without the prior written consent of the Association and the Declarant during such period that Declarant is selling Lots. No Owner may cause any material puncture or break of the structure of his Dwelling or grow or plant any type of plant, shrub, flower, etc. outside his Dwelling without the prior written consent of the Association and of Declarant during such period that Declarant is selling lots. In the event that the Association does consent to the growing or planting of any type of plant, shrub, flower, etc., outside a Dwelling, the Association may require the Owner to either maintain said plantings at the Owner's expense, or require the owner to pay the Association as a special assessment the extra cost required by the Association to so maintain said plantings.

Section 5. Liability of Owner. Should any Owner undertake unauthorized additions or modifications to his Dwelling or to the Lot, as specified above, or refuse to make any repairs, maintenance or replacements as required, or should an Owner cause any damage to any improvements which the Association has the responsibility to maintain, repair and replace, the Association may make such repairs or replacements and the Association shall have the right to levy a special

assessment for the cost thereof against said Owner. In the event an Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for injunction to seek compliance with the provisions hereof.

Section 6. Insurance Proceeds. Whenever any maintenance, repair or replacement for any items for which an Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Owner shall be required to pay all costs thereof that exceed the amount of insurance proceeds.

Section 7. Right of Entry by Association. Whenever it is necessary to enter a Dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the Dwelling or improvements upon the Lot, the Owner thereof shall permit an authorized agent of the Association to enter such Dwelling, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergencies such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Owner acknowledges that the Association may maintain a master key to all Dwellings. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

ARTICLE VII

INSURANCE

INSURANCE PROVISION. The following insurance shall be purchased, maintained, and governed by the following provisions:

Section 1. Purchase of Insurance. All insurance purchased pursuant to this ARTICLE VII shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 2. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, and any other

fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 3. Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon the property for which he has the responsibility to maintain and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

Section 4. Coverage. The following coverage shall be obtained by the Association:

(a) The Dwellings and all other insurable improvements upon the Lots and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

(b) Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than \$300,000 for bodily injury or death to any person; not less than \$500,000 for bodily injury or death resulting from any one accident or occurrence, and not less than \$50,000 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Co. as a group to an individual Owner, and one Owner to another.

(c) Workmen's compensation policies shall be obtained to meet the requirements of law.

(d) Such other insurance as the Board of the Association may determine to be necessary from time to time.

Section 5. Insurance Trustee. All insurance policies purchased in accordance with Section 4(a) hereof shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to an Insurance Trustee to be named by the Association in the event of a loss. In the event of an insured loss, a national bank doing business in Palm Beach County and having trust powers shall be designated as Trustee by the Association (said Trustee, acting as such, is herein referred to as the "Insurance Trustee"). The Insurance Trustee shall not be

liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association and the Owners as follows:

(a) Proceeds on account of damage to the Dwellings and Lots shall be held for the benefit of the Owners of the damaged Dwellings in proportion to the cost of restoring the same suffered by each damaged Dwelling. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportions, each Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(b) Proceeds on account of damage to Common Area shall be held for the Association.

Section 6. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each owner of a mortgage upon a Lot and for each Owner of any other interest in a Lot or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7. Responsibility. If the damage is only to those parts of a Dwelling for which the responsibility of maintenance and repair is that of the Owner then the Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

Section 8. Nature of Reconstruction. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes. The dimensions of the replacement Dwelling shall not exceed the dimensions of the previous Dwelling.

Section 9. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, of those required by any Institutional Mortgagee involved.

Section 10. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon comple-

tion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Owners for damage to Dwellings shall be in proportion to the cost of reconstruction of their respective Dwellings. Such assessments on account of damage to all other improvements shall be uniform against all Owners.

Section 11. Disposition of Proceeds. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

(a) That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Owner may direct, or if there is a mortgagee endorsement, to such payee as the Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Owner to make such reconstruction.

(b) If the amount of the estimated cost of reconstruction is less than \$25,000.00, and is the responsibility of the Association: the construction fund shall be disbursed directly to the Association in payment of such costs and upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

(c) If the amount of the estimated cost of reconstruction is more than \$25,000.00, and is the responsibility of the Association, then the reconstruction funds shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect, engineer or contractor in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialmen's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed

the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(d) It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of all improvements other than Dwellings, and then to the Dwellings. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association.

(e) Payment for any reconstruction made under Subparagraphs (b) and (c) of this Section shall be made by the Insurance Trustee, the Owner, or the Association only upon presentation of bills for materials in place, supplying or furnishing labor, services and materials or work covered and included in such statements for which failure to pay might result in a lien on the Lots or Common Areas.

Section 12. Effect of Mortgagee Endorsements Concerning Insurance Proceeds. In the event a mortgagee endorsement has been issued to any Lot, the share of the Owner shall be held in trust for the mortgagee as its interest may appear; PROVIDED, HOWEVER, that no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to an Owner and mortgagee where the responsibility for reconstruction is that of the Owner. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Owner from his duty to reconstruct damage to his Dwelling as heretofore provided.

Section 13. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

ARTICLE VIII

TRANSFERS AND LEASING

Section 1. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the Lots, the transfer and mortgaging of Lots by other than the Declarant shall be subject to the provisions of this ARTICLE VIII.

Section 2. Declarant's Right of First Refusal.

(a) Each Owner by acceptance of a deed to his Lot is deemed to covenant, agree and grant unto Declarant the right of first refusal to purchase said Owner's Lot on the following basis:

(1) In the event an Owner intends to make a "bona fide" sale of his Lot, he shall give the Declarant notice of such intention by certified mail, return receipt requested. Such notice shall be accompanied by an executed copy of the proposed contract for

sale and purchase. A "bona fide" offer, as used herein, shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all the terms and conditions of such proposed sale, accompanied by an earnest money deposit in current legal funds of at least five percent (5%) of the proposed purchase price. The Declarant shall have fifteen (15) days from receipt of such notice to exercise its right of first refusal to purchase the Lot upon the same price, terms and conditions as contained in the bona fide offer.

(ii) In the event Declarant elects to purchase said Lot, it shall within fifteen (15) days from receipt of said notice from Owner, make the deposit as called for under the bona fide offer with an escrow agent agreeable with the Owner, and enter into a standard real estate contract as generally and customarily used for transfer of real estate in Palm Beach County, Florida. Declarant shall pay the balance of the purchase price within ten (10) days from receipt of a title insurance commitment showing that title to the Lot to be free and clear of all liens and claims which shall be good, marketable and insurable. Said title company shall be a title company approved by Declarant. The balance of the purchase price shall be paid upon the receipt of a good and sufficient statutory warranty deed in favor of Declarant.

(iii) In the event that Declarant shall fail to exercise the right of first refusal granted herein and to furnish the deposit as hereinabove set forth within the said fifteen-day period, Declarant shall execute a copy of Exhibit D hereto indicating its waiver of this right of first refusal, and the Owner shall then comply with the provisions of Section 3 of this Article.

Section 3. Transfers Subject to Approval:

(a) Sale. No Owner may dispose of a Lot or any interest in a Lot, by sale or otherwise, without approval of the grantee by the Association. All dispositions under this ARTICLE VIII, or otherwise, shall comply fully with all of the provisions of this Declaration and its exhibits.

(b) Lease. No Owner may dispose of a Lot or any interest in a Lot by lease without approval of the lessee by the Association. No lease may be made for less than a six (6) month consecutive period nor shall any transient accommodations be allowed.

(c) Gift. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership or occupancy of the Lot shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Owner shall acquire his title by devise or inheritance, the continuance of his ownership of the Lot shall be subject to the approval of the Association.

(e) Other Transfers. If any Owner shall acquire his title by any manner not considered in the foregoing subsections, the con-

tinuance of his ownership of the Lot shall be subject to the approval of the Association.

Section 4. Approval of Association. The approval of the Association that is required for the transfer of all or part of ownership of Lots shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. An Owner intending to make a "bona fide" sale of his Lot shall give to the Association notice of such intention, together with such information concerning the intended purchaser as the Association may require. Such notice, at the Owner's option, may include a demand by the Owner that the Association furnish a purchaser for the Lot if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) Lease. An Owner intending to make a "bona fide" lease of his Lot shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.

(3) Gift, Devise or Inheritance, Other Transfers. An Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Owner as the Association may require and a copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a Lot, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) Bona Fide Offer. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

(b) Certificate of Approval.

(1) Transfer Fee. The granting of any certificate of approval shall be based upon the condition that the transferee pay to the entity conducting the investigation a fee as set by the Board of Directors. The recording of the approval shall be deemed proof that the fee was paid. If not paid, it shall be treated as a special assessment.

(2) Sale or Lease. If the proposed transaction is a sale or lease, then within fifteen (15) days after receipt of all such notice and information concerning the proposed purchaser or lessee, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate executed in the form of which is attached hereto as EXHIBIT D, which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. If the transaction is a lease, an approval shall be executed in the same manner as such certificate and delivered to the lessor. The liability of the Owner under the terms of this Declaration shall continue notwithstanding the fact that the Lot may have been leased.

(3) Gift; Devise or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within fifteen (15) days after receipt of such notice and information required to be furnished concerning such Owner, the Association must either approve or disapprove the continuance of the Owner's ownership of the Lot. If approved, the approval shall be stated in a certificate executed by the Association in the form of which is attached hereto as EXHIBIT D, and which shall be recorded in the Public Records of Palm Beach County, Florida, as hereinabove provided.

(4) Approval of Corporate Owner or Purchaser. If the proposed purchaser of a Lot is a corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be occupants of the Lot be approved by the Association and that the principals of the corporation or entity shall guarantee the performance of the provisions of this instrument, and execute either _____ thereof or a certificate to that effect.

Section 5. Disapproval by Association. If the Association shall disapprove a transfer of ownership or the leasing of a Lot, the matter shall be disposed of in the following manner: -

(a) No Request for Substitute. If the proposed transaction is not approved and the Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval and the transaction shall not be consummated.

(b) Sale or Lease--Request for Substitute. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Owner a bona fide agreement to purchase or rent the Lot by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Owner must sell or lease the Lot upon the following terms:

(1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell or rent.

(2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase. The lease shall take effect as of the date of the proposed lease.

(3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Owner in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

(c) Gifts; Devise or Inheritance; Other Transfers. If the Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the Association shall deliver or mail by registered mail to the Owner an agreement to purchase the Lot by a purchaser approved by the Association who will purchase and to whom the Owner must sell the Lot upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the Owner and purchaser shall execute a bona fide contract of purchase and sale of the Lot.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sales price.

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

(5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the acquisition of title by such Owner shall be deemed to have been approved by the Association.

Section 6. Exceptions; Proviso. Except for the provisions of Section 2 of this ARTICLE VIII, the foregoing provisions of this ARTICLE VIII shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings, nor shall said provisions apply to a grantee from an Institutional Mortgagee which acquires title in such manner.

(a) Proviso. Should an Institutional Mortgagee acquire title to a Lot as hereinabove provided, such Institutional Mortgagee

shall immediately thereafter notify the Association of such fact and notify the Association as to the subsequent conveyance. Thereafter, the grantee from the Institutional Mortgagee shall be subject to all of the provisions of this instrument.

(b) Proviso. Should any purchaser acquire title to a Lot at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by all of the provisions of ARTICLE VIII hereof and all of the provisions of this instrument.

Section 7. Unauthorized Transactions. Any sale or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association, and the Declarant if the provisions of Section 2 hereof were not complied with.

Section 8. Inapplicability to Declarant. None of the provisions of this ARTICLE VIII shall apply to any Lot owned, initially or reacquired, by the Declarant, or any corporation that is a parent, affiliate or subsidiary of the Declarant, and said firm may sell or lease any such Lots as it deems fit.

Section 9. Inter-family Transfers. None of the provisions of this ARTICLE shall apply to a transfer between joint or cotenants, or among spouses. Nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e., Life-estate deed, joint + tenancy with children, etc.), but they shall govern at the time that a previously unapproved party takes possession.

Section 10. Immunity from Liability for Disapproval. The Association, its agents or employees, shall not be liable to any person whomsoever for approving or disapproving of any person pursuant to this ARTICLE VIII, or for the method or manner of conducting the investigation. The Association's agents or employees, shall never be required to specify any reason for disapproval.

ARTICLE IX

RIGHTS OF DECLARANT

Section 1. Sales Office. For as long as the Declarant owns any property affected by this Declaration the Declarant shall have the right to transact any business necessary to consummate sales of any said property and/or improvements thereon, including but not limited to the right to maintain model dwellings, have signs, employees in the offices, use the Common Area, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress and for drainage and utilities service over, upon and across the Properties, so long as any said easements do not run under any

Dwellings on the Lots nor interfere with the intended uses of any portion of the Properties. In the event that any Lot or improvements thereon shall encroach upon any portion of the Common Area or upon another Lot for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to the encroaching Lot or improvement thereon shall exist for so long as such encroachment shall naturally exist. In the event that any Common Area or any improvements thereon shall encroach upon any Lot for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such encroaching Common Area or improvement thereon shall exist for so long as such encroachment shall naturally exist.

ARTICLE X

ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another legal entity by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida. Such written instrument shall contain an acceptance by the grantee or assignee and the grantee and/or assignee shall assume and agree to be bound by each and all of the obligations and duties imposed upon Declarant and in such event Declarant shall be relieved of the performance of any further duties or obligations hereunder.

ARTICLE XI

PROHIBITED USES

Section 1. No recreational vehicles, boats, trailers, or business vehicles shall be parked on the Properties except in areas, if any, specifically designated for same by the Association.

Section 2. No signs, except small name signs approved by the Association, shall be placed, erected or displayed on any Lot except one temporary sign not to exceed four square feet may be placed on each Lot indicating that such property is for sale or for rent.

Section 3. No trade or business shall be conducted, nor any commercial use made of any potential Lot.

Section 4. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot Owners or interferes with the peaceful possession and proper use of the Lots by the residents thereof.

Section 5. No immoral, improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 6. No television or other antennae shall be installed on the exterior of any dwelling except as authorized, in writing, by the Board of Directors of the Association.

Section 7. The sidewalks, entrances and walkways shall not be obstructed or used for any purpose other than ingress to and egress from the Dwellings.

Section 8. No article shall be hung or shaken from the doors, windows, terraces or walks, or placed upon the outside window sills of the Dwellings.

Section 9. Each Owner shall keep his Dwelling in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

Section 10. No shades, awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the buildings except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of Association.

Section 11. An Owner who plans to be absent from his Dwelling during the hurricane season, must prepare his Dwelling prior to his departure, by:

(a) Removing all furniture, plants and other objects from his terrace; and,

(b) Designating a responsible firm or individual satisfactory to the Association to care for his Dwelling should it suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

Section 12. All garbage and refuse from the Dwellings shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the Owner by the Association. Wet garbage shall be deposited in the Owner's disposal rather than in the garbage containers whenever possible.

Section 13. The following restrictions set forth in this ARTICLE XI shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties: Sections 1, 2, 3, 4, 6 and 10.

ARTICLE XII

CHILDREN

Section 1. To the extent permissible by law, no person under the age of twelve shall be permitted to reside upon any Lot, but may visit and temporarily reside as follows:

(a) From September 1 to May 31, for periods not to exceed two (2) consecutive weeks on any one occasion, nor a total of twenty-eight (28) days.

(b) From June 1 to August 31 there is no limit subject to the right of the Board of Directors to request a child to leave if the child is disturbing or annoying other Owners.

Section 2. In the event of a family emergency, these restrictions on children may be altered by application for and receipt of prior approval by the Board of Directors.

ARTICLE XIII

PETS

No animals or pets may be kept upon the Properties without the written consent of the Declarant or Association. Such consent may be

given upon such conditions as the Declarant or Association may prescribe and shall be deemed provisional and subject to revocation at any time. No animal or pet shall be maintained or harbored within a Dwelling that would create a nuisance to any other Owner. A determination by the Association that an animal or pet maintained or harbored in a Dwelling creates a nuisance shall be conclusive and binding upon all parties. When notice of revocation or removal of any animal or pet is given, said animal or pet shall be removed within forty-eight (48) hours of the giving of the notice. Consent to an animal or pet shall be rendered cancelled upon the demise or removal thereof from the Owner's Dwelling and it may not be replaced without written consent of the Declarant or the Association. Pets not owned by an Owner are prohibited from the Properties. All animals or pets to which the Declarant or Association consent shall be kept in the Dwelling or the fenced in area of the Lot if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Lot and shall be walked only on areas designated for pets by the Association.

ARTICLE XIV

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwellings upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for party damage due to negligence or willful acts or omissions shall apply thereto. Such party walls shall be for the perpetual benefit of and use by the Owner, his heirs, successors and grantees of the Lots upon which each such party wall is situated.

Section 2. Repair, Maintenance and Use. The responsibility and cost of repair and maintenance of a party wall, and the restrictions regarding use and alteration thereof, shall be as provided in ARTICLE VI hereof.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein

contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit, the prevailing party shall also be entitled to recovery of all costs and expenses, including court costs and attorneys' fees, and the same for any appeals thereof.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association, PROVIDED that so long as the Declarant is the Owner of any Lot or other property affected by this Declaration or amendment thereto, the Declarant's consent must be obtained. The Declarant shall have the right at any time within five years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration, nor in any other manner materially affect the rights of any Mortgagee holding a mortgage on a Lot without the prior approval of any such Mortgagee affected.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on records of the Association at the time of such mailing.

Section 5. No portion of the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida, may be vacated in whole or part unless the entire plat is vacated.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22nd day of February 1978.

CHRISTIAN DEVELOPMENT CORPORATION
OF BOYNTON BEACH, FLA.

By: [Signature]
Its President

(CORPORATE SEAL)

DECLARANT

OFF. REC. 2963 PAGE

20

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared A. CLYDE WORRELL
as President of CHRISTIAN DEVELOPMENT CORPORATION OF BOYNTON BEACH, INC.,
to me well known and known to me to be the individual described in and
who executed the foregoing instrument as President of said corporation,
and he acknowledged to and before me that he executed such instrument
as such President of said corporation and that the seal affixed to the
foregoing instrument is the corporate seal of said corporation and that
it was affixed to said instrument by due and regular corporate authority,
and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 22nd day of November,
1978.

Dorothy B. Potts
Notary Public, State of Florida at
Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 26, 1982
and Standard by American Fidelity & Guaranty Company



(IMPRESSION SEAL)

OFF. REC. 2963 PAGE - 21

LEGAL DESCRIPTION

CHRISTIAN VILLAS PLAT NO. 1, as recorded in Plat Book 35,
page 162, Public Records of Palm Beach County, Florida,
(a Replat of Parcel K, Tenth Section, PALM BEACH LEISUREVILLE,
Plat Book 30, Pages 129-141, City of Boynton Beach, Palm Beach
County, Florida, Section 32, Township 45 South, Range 43 East).

ARTICLES OF INCORPORATION
OF
CEDARWOOD VILLAS ASSOCIATION, INC.
(a Corporation Not For Profit)

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby

ARTICLE I
NAME

The name of the corporation is CEDARWOOD VILLAS ASSOCIATION, INC., hereafter called the "ASSOCIATION".

ARTICLE II
REGISTERED OFFICE AND AGENT

The street address of the registered office of the ASSOCIATION is 301 North Seacrest Boulevard, Boynton Beach, Florida, and the name of the registered agent is A. Clyde Worrell.

ARTICLE III
DEFINITIONS

The definitions of the words set forth in ARTICLE I of the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDARWOOD VILLAS", hereinafter referred to as the "DECLARATION", to which a copy of these Articles is attached as EXHIBIT B and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are as follows:

(a) To provide for the maintenance, repair and replacement of the structural and external portions of each Dwelling, the ground maintenance of all Lots, and the maintenance, repair and replacement of the Common Areas, all as more specifically set forth in the DECLARATION.

(b) To operate, supervise and regulate the use of the Lots and Common Areas as more specifically described in the DECLARATION and to make rules and regulations regarding the use thereof.

(c) To generally promote the health, safety and welfare of the residents of the Properties and any additions thereto as may be hereafter brought within the jurisdiction of the ASSOCIATION as further provided in the DECLARATION.

(d) To plan for community involvement of the residents of the Properties and to plan programs of activities for the residents

and the community.

The ASSOCIATION shall have the following powers:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the ASSOCIATION as set forth in the DECLARATION as recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said DECLARATION being incorporated herein as if set forth at length;

(2) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the DECLARATION; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the ASSOCIATION, including all licenses, taxes or governmental charges levied or imposed against the property of the ASSOCIATION;

(3) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the ASSOCIATION;

(4) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the ASSOCIATION, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a vote of two-thirds of each class of members, agreeing to such dedication, sale or transfer has been obtained at a duly called meeting of the ASSOCIATION, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Lot. Further, prior written consent for same shall be obtained from all Institutional Mortgagees holding a mortgage on a Lot.

(6) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the ASSOCIATION, except as otherwise provided in ARTICLE II of the DECLARATION.

(7) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest or life estate in any Lot which is subject by covenants of record to assessment by the ASSOCIATION, including contract sellers, shall be a member of the ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the ASSOCIATION.

ARTICLE VI
VOTING RIGHTS

The ASSOCIATION shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine in accordance with the By-laws, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (b) On December 31, 1998.
- (c) Such earlier date as Declarant may determine.

Persons having fifty percent (50%) plus one (1) of the total votes of the ASSOCIATION shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

The vote of the owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate designating the "Voting Member". Such Certificate shall be signed by all of the owners of such Lot, or proper corporate officer or proper party, filed with the Secretary of the ASSOCIATION, and shall be valid until revoked by subsequent Certificate. If such a Certificate is not so filed, the vote of such Owner shall not be considered in determining a quorum or for any other purpose.

Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and

must be filed with the Secretary before the appointed time of the meeting. Where a Lot is owned by more than one person or by a corporation or other entity the proxy must be signed by the "Voting Member".

In any meeting each Owner, subject to the provisions hereinabove, shall be entitled to cast one vote. Each Lot shall be entitled to one (1) vote and the vote of such Lot shall not be divisible.

Except where otherwise required by the provisions of the Articles or By-laws, the affirmative vote of the owners having a majority of the votes represented at a duly called meeting at which a quorum was present shall be binding upon the members.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

The first election of Directors shall not be held until after the Declarant has closed the sales of all of the Lots within the Properties, or until an earlier date as Declarant may determine. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
A. CLYDE WORRELL	301 North Seacrest Boulevard Boynton Beach, Florida
H. DALE HATCH	301 North Seacrest Boulevard Boynton Beach, Florida
DOROTHY VAUGHAN	301 North Seacrest Boulevard Boynton Beach, Florida

ARTICLE VIII

DISSOLUTION

In the event of the dissolution of the ASSOCIATION, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

OFF. REC. 2563 PAGE 26

ARTICLE X
AMENDMENTS

Amendments to these ARTICLES OF INCORPORATION shall be proposed and adopted in the following manner:

Amendments to these ARTICLES may be proposed by the BOARD acting upon vote of the majority of the Directors or by members of the ASSOCIATION having a majority of the votes in the ASSOCIATION, whether meeting as members or by an instrument in writing signed by them.

Upon any amendment or amendments to these ARTICLES being proposed by said BOARD or members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other officer of the ASSOCIATION in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the BOARD and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt of such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

In order for such amendment or amendments to become effective the same must be approved by an affirmative vote of sixty-six percent (66%) of the entire membership of the BOARD and by an affirmative vote of the members having seventy-five percent (75%) of the votes in the ASSOCIATION. Such amendment or amendments shall be filed within ten (10) days from said approval with the Office of the Secretary of State of Florida for approval, along with the appropriate filing fee.

ARTICLE XI
SUBSCRIBERS

The names and street address of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VII hereof.

ART. XII

OFFICERS

The affairs of the ASSOCIATION shall be managed by the President of the ASSOCIATION, assisted by several Vice-Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors.

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follow:

President:	A. Clyde Worrell
Vice-President:	Edward B. Clanton
Secretary:	Dorothe Vaughan
Treasurer:	H. Dale Hatch

ARTICLE XIII

The By-laws of the ASSOCIATION may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The ASSOCIATION shall indemnify any Director or officer, or any former officer or director, to the full extent permitted by law.

ARTICLE XV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

The ASSOCIATION may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the ASSOCIATION may have an interest of any nature whatsoever. No contract shall be invalidated in whole or part by the ASSOCIATION, any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the ASSOCIATION.

At any meeting of the Directors of the ASSOCIATION which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with like force and effect, as if he had no such interest (provided that in such case the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed, or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the ASSOCIATION by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the ASSOCIATION or to any creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereon.

It is hereby disclosed that the Subscribers, Board of Directors and Officers named herein, as well as their replacements, may be officers, directors, employees and/or members of CHRISTIAN DEVELOPMENT CORPORATION OF BOYNTON BEACH, INC., and affiliated corporations thereof.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting

the incorporators of this ASSOCIATION, have executed these Articles of Incorporation this 17th day of November, 1978.

/s/ A. Clyde Worrell
A. Clyde Worrell

/s/ H. Dale Hatch
H. Dale Hatch

/s/ Dorothea S. Vaughan
Dorothea Vaughan

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

I HEREBY CERTIFY that on this 17th day of November, 1978, personally appeared before me A. CLYDE WORRELL, H. DALE HATCH and DOROTHEA VAUGHAN, to me personally known and they acknowledged before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.

/s/ Dorothea B. Portz
NOTARY PUBLIC - State of Florida at Large

(NOTARIAL SEAL)

My Commission Expires: May 26, 1982

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT.

/s/ A. Clyde Worrell
A. Clyde Worrell

SWORN TO AND SUBSCRIBED BEFORE ME
this 17th day of November, 1978.

/s/ Dorothea B. Portz
NOTARY PUBLIC - State of Florida at Large

My Commission Expires: May 26, 1982

(NOTARIAL SEAL)

OFF.
REC. 2963 PAGE

29

BY-LAWS
OF
CEDARWOOD VILLAS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is CEDARWOOD VILLAS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at 301 Seacrest Boulevard, Boynton Beach, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The definitions of words as defined in the Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration", to which a copy of these By-laws is attached as EXHIBIT C, and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting. The annual members' meeting shall be held at least once each calendar year at the office of the ASSOCIATION, Boynton Beach, Florida, or such other place designated by the Board, at the time designated on the notice thereof, for the purpose of electing directors and transacting any other business authorized to be transacted by members.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the ASSOCIATION, or supplied by such member to the ASSOCIATION for the purpose of notice. Such notice

shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the ASSOCIATION. The first Board shall consist of three members. Thereafter the number of directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

Section 2. Term of Office. Except for the first Board, all directors shall be elected at each annual meeting of the members of the ASSOCIATION for the term of one year.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors any director may be removed from the Board with or without cause, by a majority vote of the members of the ASSOCIATION. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the ASSOCIATION. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the ASSOCIATION. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but

not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

Section 2. Special Meetings. Special meetings of the Board may be called by the chairman or President. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

Section 3. Waiver. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

Section 4. Quorum. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board. If any Directors' meeting cannot be convened because a quorum has not attended, the Directors who are present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for all purposes including determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Lots, Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Area of a member during any period in which such member shall

be in default in the payment of any assessment levied by the ASSOCIATION. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to this ASSOCIATION and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; provided, however, that any contract for services to be provided on behalf of the ASSOCIATION shall not exceed one year and shall provide for termination upon not more than thirty days' notice.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.

(b) supervise all officers, agents and employees of this ASSOCIATION, and to see that their duties are properly performed.

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days after due date.

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

(e) procure and maintain adequate liability, hazard, property and/or casualty insurance on property owned or to be maintained by the Association in accordance with the provisions of the Declaration.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Dwellings, Lots and Common Area to be maintained as provided in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this ASSOCIATION shall be a president, vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors

following each annual meeting of the members.

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

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

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

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

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

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

PRESIDENT

(a) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of an association. The President shall be a member of the Board.

VICE-PRESIDENT

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

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the ASSOCIATION and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the ASSOCIATION together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the ASSOCIATION. He

shall keep the assessment rolls and accounts of the members and the books of the ASSOCIATION in accordance with good accounting practice and shall perform all other duties incident to the office of Treasurer.

Section 9. First Officers. The first officers of the ASSOCIATION who shall serve until election of their successors, shall be those persons so named in the Charter.

ARTICLE IX COMMITTEES

The ASSOCIATION shall appoint a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The ASSOCIATION shall maintain accounting records for all receipts and expenditures according to good accounting practices. A written summary of them shall be supplied at least annually to all members. The books, records and papers of the ASSOCIATION shall at all times, during reasonable business hours, be subject to inspection by any member and by any Institutional Mortgagee holding a mortgage on a Lot. The Declaration, the Articles of Incorporation and the By-laws of the ASSOCIATION shall be available for inspection by any member at the principal office of the ASSOCIATION, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowable by law, and the ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the ASSOCIATION in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The annual assessment shall be paid in monthly installments, due and payable on the 1st day of each month.

ARTICLE XII CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words: CEDARWOOD VILLAS ASSOCIATION, INC., a Corporation Not for Profit, 1978.

ARTICLE XIII AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority

of a quorum of members present in person or by proxy.

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

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the ASSOCIATION shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of CEDARWOOD VILLAS ASSOCIATION, INC., have hereunto set our hands this ____ day of _____, 19__.

A. Clyde Worrell

H. Dale Hatch

Dorothea Vaughan

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

I HEREBY CERTIFY that on this ____ day of _____, 19__, personally appeared before me A. CLYDE WORRELL, H. DALE HATCH and DOROTHEA VAUGHAN, to me personally known and they acknowledged before me that they executed the foregoing By-laws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.

(NOTARIAL SEAL)

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

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of CEDARWOOD VILLAS ASSOCIATION, INC., a Corporation Not for Profit, existing under the Laws of the State of Florida; and,

That the foregoing By-laws constitute the original By-laws of said ASSOCIATION, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 19____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said ASSOCIATION this _____ day of _____, 19____.

Secretary

CERTIFICATE OF APPROVAL AND WAIVER FOR
CEDARWOOD VILLAS

THIS IS TO CERTIFY that _____ has been approved by
CEDARWOOD VILLAS ASSOCIATION, INC., as the _____ Purchaser or _____ transferee (check the
appropriate space) of the following described real property in Palm Beach County, Florida.

LOT NO. _____ of CEDARWOOD VILLAS PLAT NO. _____, according to the Plat thereof
recorded in Plat Book _____ at Page _____, of the Public Records of Palm Beach
County, Florida.

Such approval has been given pursuant to the provisions of the Declaration of Covenants,
Conditions and Restrictions for CEDARWOOD VILLAS recorded in Official Record Book _____,
Page _____, as amended, Public Records of Palm Beach County, Florida, and constitutes a
waiver of the Association's rights with regard to this transaction.

In the event a previously unapproved party is assuming possession of the premises,
then this certificate shall be recorded without an instrument of conveyance and shall be
deemed, pursuant to said party's application for approval, binding as if it had been
recorded with an instrument of conveyance.

DATED this _____ day of _____, 19____.

Signed, Sealed and Delivered
in the presence of:

CEDARWOOD VILLAS ASSOCIATION, INC.

By _____
President

ATTEST:

By _____
Secretary

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

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____ and _____, as _____ President and
Secretary, respectively, of CEDARWOOD VILLAS ASSOCIATION, INC., a Florida cor-
poration, on behalf of the corporation.

(NOTARIAL SEAL)

NOTARY PUBLIC, State of Florida at Large
My Commission Expires: _____

CHRISTIAN DEVELOPMENT CORPORATION OF BOYNTON BEACH, INC. does hereby waive its right
of first refusal granted in ARTICLE VIII of the said Declaration as to the transaction
regarding the above mentioned transferee and Lot.

CHRISTIAN DEVELOPMENT CORPORATION OF BOYNTON BEACH, INC.

By _____
Its _____ President

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

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____, as _____ President of CHRISTIAN DEVELOPMENT CORPORATION
OF BOYNTON BEACH, INC., a Florida corporation, on behalf of the corporation.

(NOTARIAL SEAL)

NOTARY PUBLIC, State of Florida at Large
My Commission Expires: _____

Notary Public
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CEDARWOOD VILLAS

The undersigned Declarant hereby amends Declaration of Covenants, Conditions and Restrictions for Cedarwood Villas, recorded on O.R.B. 2963, Public Records of Palm Beach County, Florida, pursuant to Provisions of Section 3, Article XVI, to correct scrivener's error as follows:

1. Section 6, Article VIII of above Declaration is amended to eliminate the following language:

"Except for the provisions of Section 2 of this ARTICLE VIII,".

2. In all other respects, the terms and provisions of above Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be duly executed, and its corporate seal affixed hereto, this 18 day of March, 1982.

In the presence of:

CHRISTIAN DEVELOPMENT CORPORATION OF
BOYNTON BEACH, INC.

By: A. Clyde Worrell
A. Clyde Worrell, President

(Corp. Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of March, 1982, by A. CLYDE WORRELL, President of CHRISTIAN DEVELOPMENT CORPORATION OF BOYNTON BEACH, INC., a Florida corporation, on behalf of the corporation.

Letty J. Prichard
NOTARY PUBLIC
State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 22 1982
BONDED JOHN GENERAL INS. UNEX-1001555

Return Gene Moore
P. O. Box 910
Boynton Beach, FL 33435
Reg. - 4.60
File St. -
Clerk -
Index - 4.60

GENE MOORE
ATTORNEY
P. O. BOX 910
800 WEST OCEAN AVENUE
SUITE 400
BOYNTON BEACH, FLORIDA
33435

THIS INSTRUMENT WAS PREPARED BY
GENE MOORE
ATTORNEY-AT-LAW
P. O. BOX 910
BOYNTON BEACH, FLORIDA 33435

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

CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CEDARWOOD VILLAS

89 111002
1983 JUN 13 PM 1:04

CEDARWOOD VILLAS ASSOCIATION, INC., hereby certifies, by its duly authorized undersigned officers, that the attached amendment to the Declaration of Covenants, Conditions and Restrictions attached hereto and incorporated herein by reference of CEDARWOOD VILLAS, a Florida Corporation not-for-profit, dated November 22, 1978, and recorded November 22, 1978 in Official Records Book 2963 at Page 1 was duly adopted and approved by sixty-six (66%) percent of the Board of Directors and by the affirmative vote of more than seventy-five (75%) percent of the members of CEDARWOOD VILLAS ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida. The meeting was duly noticed and held on March 29, 1983, in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation of the Association for amendment.

The adoption of the Resolution appears upon the Minutes of the above-mentioned meeting and is unrevoked.

9.60 Signed, Sealed and Delivered
in the Presence of:

CEDARWOOD VILLAS ASSOCIATION,
INC.

By

President

Attest:

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

B3965 P0148

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized in the County and State aforesaid to take acknowledgments, Jere Smingler and George Winslow, President and Secretary, respectively, of CEDARWOOD VILLAS ASSOCIATION, INC., a corporation described in and who executed the foregoing instrument and they acknowledged the execution thereof to be theirs, be their free act and deed as such officers thereunto duly authorized, that the official seal of the corporation is duly affixed thereto and that the said instrument is the act and deed of said corporation.

WITNESS my hand and seal in the County and State aforesaid this 17th day of May, 1983.

IF INSTRUMENT PREPARED BY

ROBERT L. FANKEL, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 North Andrews Avenue
P.O. Box 9057
Ft. Lauderdale, FL 33310

Kathleen M. Smingler
Notary Public, State of Florida

at Large
Notary Public, State of Florida

My Commission Expires Oct. 30, 1986
Bonded thru First State Insurance, Inc.

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9057 • FT. LAUDERDALE, FLORIDA 33310-9057
TELEPHONE (305) 776-7550

AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CEDARWOOD VILLAS

(additions indicated by underlining, deletions by "----")

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. ~~Every Owner of a lot shall be a member of the Association. Members shall be such persons or entities as described in Article V of the Articles of Incorporation of Cedarwood Villas Association, Inc., attached hereto and expressly incorporated herein by reference. Membership shall be appurtenant to and may not be separated from ownership of any lot.~~

Section 2. The Association shall have ~~two~~ one classes of voting membership.

~~Class A--Class A Voting Members shall be all owners, with the exception of including the Declarant, and shall be entitled to one vote for each lot subject to assessment by Association owned. When more than one person holds an interest in any assessable lot, all such persons shall be members.~~

~~Class B--The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each lot owned--The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

~~(a)--When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or~~

~~(b)--On December 31, 1988; or~~

~~(c)--Such earlier date as Declarant may determine.~~

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the issuance of a Certificate of Occupancy for any dwelling or real property constructed upon such lot.

ARTICLE XV

GENERAL PROVISIONS

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association. PROVIDED that so long as the Declarant is the Owner of any lot or other property affected by this Declaration or amendment thereto, the Declarant's consent must be obtained, with regards to amendments to Article VI, Section 4, Article VIII, Section 2, Article IX, Article XI, Section 13, of this Declaration.

83965 P0149

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 6520 N. ANDREWS AVENUE • POST OFFICE BOX 9017 • FT. LAUDERDALE, FLORIDA 33309
TELEPHONE (305) 776-7550

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



PALM BEACH COUNTY - STATE OF FLORIDA

I hereby certify that the
foregoing is a true copy
of the record in my office

This 30th Day of February, 1996
Dorothy H. Wilken, Clerk Circuit Court

By Landra Schen D.C.



1927
DEES 984 MAR 477



This Indenture, Made this 1st day of June, A.D. 1952, between THE LAKE WORTH DRAINAGE DISTRICT, a corporation under the general drainage laws of the State of Florida, existing and doing business in Palm Beach County, Florida, and having its principal place of business in West Palm Beach, Florida, party of the first part, and Morgan S. McCormick, 800 Pan American Bldg. Miami of the County of Dade and State of Florida, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations

to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and does by these presents, grant, bargain and sell unto the said party of the second part and his heirs and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach, State of Florida, more particularly described as follows, to-wit: All that part of Section 32, Township 45 South Range 43 East lying west of the east boundary of the Lake Worth Drainage District as it existed on November 1, 1946 less the $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and less the Seaboard Air Line Railroad right of Way all being 471.34 acres more or less.

Subject to the rights of the State of Florida under a deed from the Lake Worth Drainage District to the State of Florida dated August 31, 1948 as to that portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 45 South Range 43 east lying east of and adjacent to the Seaboard Air Line Railroad right of way and more particularly described as follows: Commencing at the SE corner of the above described tract of land, thence west along the south boundary line of said section 32 a distance of 223.34 feet to the point of beginning, thence north 18 degrees 05 minutes and 29 seconds east 371.29 feet, thence north 686.45 feet thence west 78.00 feet thence south 18 degrees 05 minutes and 29 seconds west 1409.33 feet to the South Boundary line of said section 32, thence east 320.88 feet along the south section line to the point of beginning.

Also subject to Lake Worth Drainage District taxes subsequent to the 1951 levies and subject to all other taxes and also subject to such reservations and restrictions as may be contained in deed from Palm Beach County or the State of Florida to the Lake Worth Drainage District and to all easement and rights of way of records for any and all public utilities. Also subject to the right of the Lake Worth Drainage District to maintain such water levels in its adjacent canals as may be deemed proper by the Board of Supervisors of the Lake Worth Drainage District from time to time.

Provided, however, this deed is expressly made subject to all rights-of-way of the party of the first part, as now laid out, which rights-of-way are hereby excepted from the above described land and are expressly reserved to the party of the first part.

TOGETHER with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion and easement thereto belonging or in anywise appertaining; but subject to the lien of all taxes accruing and without impairing the right of the party of the first part to foreclose its taxes and installments of its drainage taxes to accrue

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by the President of its Board of Supervisors and its corporate seal to be affixed, signed by its Secretary, the day and year above written.

(SEAL)

THE LAKE WORTH DRAINAGE DISTRICT.

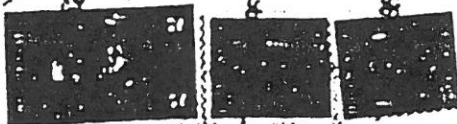
Signed, sealed and delivered in the presence of:

By *M. A. Starnes*
President of Its Board of Supervisors.

Attest:

M. S. McCormick
Its Secretary

Arthur R. Otto
Joe Johnson



STATE OF FLORIDA,
COUNTY OF PALM BEACH.

Before the undersigned Notary Public personally came **M. A. Weaver**
and **W. W. THOMSON**, to me well known to be the persons described in
and who executed the foregoing instrument, as the President of the Board of Supervisors of The
Lake Worth Drainage District, and its Secretary respectively; and that they did acknowledge be-
fore me that they executed the same for and on behalf of said The Lake Worth Drainage District,
as such officers respectively, and did so for the purpose therein named, being duly authorized in do
so, and ask that the same be recorded.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at West Palm
Beach, Florida, this the **1st** day of **June**, A. D. 19 **52**

Arthur R. Otis
Notary Public,
State of Florida.

My commission expires **March 9, 1962**

Deed

FROM

TO

A. D. 19

day of

Deed

FILED FOR RECORD
CLERK OF PALM BEACH
COUNTY CLERK
OFFICE OF CLERK

JUN 9 2 41 PM 1952

RECORDED
ON PAGE 478
984

J. ALLEN ARMSTRONG, CLERK

By *Arthur R. Otis*
Notary Public

RETURN TO -

Jere Smigler, President
Cedarwood Villas Association, Inc.
2400 SW 19th Avenue - Unit 135
Boynton Beach, Florida 33435

EXHIBIT "C"

BY-LAWS of

CEDARWOOD VILLAS ASSOCIATION, INC.
(a corporation not for profit)

ARTICLE I

IDENTITY:

Section 1. CORPORATE PURPOSE:

These are the By-Laws of Cedarwood Villas Association, Inc., referred to as ASSOCIATION in these By-Laws, a corporation not for profit under the laws of the State of Florida.

The ASSOCIATION is a corporation not-for-profit organized pursuant to and under Chapter 607 and Chapter 617 Florida Statutes for the purposes of administering a community of single-family residences as is more specifically spelled out in the Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2963, Page 1 et. seq. of Palm Beach County, Florida, and as such ASSOCIATION is to operate the community and to exercise all of the rights and duties delegated to the ASSOCIATION by the Declaration and Articles of Incorporation.

Section 2. REGISTERED AGENT:

The Registered Agent of the ASSOCIATION shall be chosen by the Board of Directors from time to time as the Board shall, in its sole discretion, indicate. The Registered Agent need not be a member of the ASSOCIATION. The ASSOCIATION shall notify the Florida Secretary of State of Changes in the Registered Agent as shall be necessary from time to time.

Section 3. OFFICE OF CORPORATION:

The office of the ASSOCIATION shall for the present time be at 2400 S.W. 19th Avenue, Boynton Beach, Florida 33435, and thereafter may be located at any place in Palm Beach County, Florida, as designated from time to time by the Board of Directors.

Section 4. CORPORATE SEAL:

The Seal of the ASSOCIATION shall bear the name of the Corporation, the word "Florida", the word "Corporation not for Profit", and the year of incorporation; an impression of which is as follows:

(Seal)

Section 5. FISCAL YEAR:

The fiscal year of the ASSOCIATION shall be from March 1st through the last day of the month of February.

Section 6. DEFINITIONS:

When used in these By-Laws, the definitions of words used in these By-Laws, shall have the meaning ascribed to them in the Declaration and the Articles of Incorporation.

I.6.1. "Articles" means the Articles of Incorporation of the Homeowner Association.

I.6.2. "Board" means the Board of Directors of the Homeowner Association.

I.6.3. "Members" means each and every member of the Homeowner Association, and the "Membership" means all of the members.

PREPARED BY - ROBERT TANKEL

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A., 5120 N. ANDREWS AVENUE • POST OFFICE BOX 4017 • FT. LAUDERDALE, FLORIDA 33310-4017
TELEPHONE (305) 776-7150

83 152924

1983 AUG -5 PM 2:49

B4008 P0582

ARTICLE II

MEMBERSHIP:

Section 1. MEMBERS:

The qualification of Members, the manner of their admission to membership in the ASSOCIATION and the manner of termination of membership shall be as set forth in Article V of the Articles.

ARTICLE III

MEETINGS:

Section 1. ANNUAL MEETING:

The annual meeting of the members of the ASSOCIATION shall be held each year on a date in the month of February as selected by the Board of Directors at 7:00 o'clock P.M. at 2400 SW 19th Avenue, Roynton Beach, Florida, or at such other place, or places, as the Board of Directors may, from time to time, direct.

At the annual members' meeting, the members shall fill, by plurality vote, and by written ballot, the vacancies created by the expiring terms of the members of the Board of Directors. The members shall also transact any other business as may properly be brought before said meeting.

Section 2. SPECIAL MEETINGS:

Special meeting of the members for any purpose or purposes shall be held whenever called by the President, or in his absence, the Vice-President, or a majority of the Board. A special meeting must be called by the President or Vice-President of the ASSOCIATION upon receipt of a written request from fifteen (15%) percent of the membership of the ASSOCIATION. All business transacted at such special meeting shall be confined to the subject or subjects stated in the request for and notice of the meeting.

Section 3. NOTICE:

A written notice of all meetings of Members (whether the Annual Members Meeting or a special meeting of the Members) shall be mailed by regular mail or delivered to each Member entitled to vote at his address as it appears on the books of the ASSOCIATION not less than ten (10) nor more than sixty (60) days prior to the date of such meeting. Proof of such mailing or delivery shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of the meeting and object for which the meeting is called and shall be signed by an officer of the ASSOCIATION. Notice of all meetings of Members shall also be posted in a conspicuous place on the property in the community at least ten (10) days prior to the meeting. Notwithstanding any provision herein to the contrary, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing.

Section 4. QUORUM:

A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof, and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any meeting and a question is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide any question.

B4008 P0583

If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. For purposes of this adjournment, the presence of one-third (1/3) of the voting rights of the Membership shall be necessary to conduct business at the reconvened meeting. At a minimum, the adjourned meeting shall be not less than eleven (11) days after the original meeting.

Section 5. VOTE REQUIRED TO TRANSACT BUSINESS:

When a quorum is present at any meeting, the vote of the majority of the voting members present or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which express provisions of Florida Statutes, the Articles of Incorporation, or by these By-Laws, require a different vote, in which case such express provision shall govern and control the decision of the question.

Section 6. VOTING:

(a) Right to vote:

Voting Members shall be all Owners, including the Declarant, and shall be entitled to one vote for each Lot owned which is subject to assessment. When more than one person holds an interest in any Lot, all such persons shall be Members. Members shall be allowed to vote by proxy.

(b) Proxy:

As stated above, votes may be cast in person or by proxy. 'Proxy' is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. All proxies shall be in writing and shall be valid only for the particular meeting designated there in and any adjournments thereof. A proxy must be filed with the Secretary of the ASSOCIATION before the appointed time of the meeting in order to be effective. The appearance at any meeting of any designated Voting Member of the ASSOCIATION who has filed a proxy shall automatically revoke and terminate the proxy, which case the proxy shall be void and of no force and effect. There is no limit on the number of proxies that an individual may hold. In order to properly vote by proxy, the holder of the proxy need not be a member of the ASSOCIATION.

(c) Designation of Voting Member:

The vote of the Owners of a Lot subject to assessment by the ASSOCIATION shall be established by the roster of members. If the Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a Certificate signed by all of the record owners of the Lot according to the roster of Lot Owners and filed with the Secretary of the ASSOCIATION. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the ASSOCIATION. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a Voting Member in the manner provided above. In the event a husband and wife do not designate a Voting Member, the following provisions shall apply: (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting, and the total number of authorized votes in the ASSOCIATION shall be reduced accordingly.

for such subject only. (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the vote for the Lot just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person. (iii) If both are present at a meeting and concur, either one may cast the vote for the Lot.

(d) Voting Procedure:

At any time prior to a vote upon any matter at a meeting of the Membership, any Member may raise the question of the use of a secret written ballot for voting on that matter. In the event of the use of a secret written ballot, the chairman of the meeting shall appoint a committee of three (3) persons who shall act as "Inspectors of Elections" and who shall, at the conclusion of such balloting, certify in writing to the chairman the results. The certified copy shall be physically affixed in the Minute Book of the ASSOCIATION. No Inspector of Elections shall be a candidate for office nor the spouse or a relative of such candidate. If a secret written ballot is used, there shall be no mark or designation thereon which would tend to indicate the person who cast such ballot.

(e) Action Without a Meeting:

Notwithstanding anything to the contrary herein, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the actions so taken, shall be signed by the Members (or person authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized person) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

Section 7. ORDER OF BUSINESS:

The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

- (1) Election of chairperson of the meeting.
- (2) Calling of the roll and certifying of proxies.
- (3) Proof of notice of meeting or waiver of notice.
- (4) Reading and disposal of approved minutes.
- (5) Reports of Officers.
- (6) Reports of Committees.
- (7) Election of inspectors of elections.
- (8) Election of Directors.
- (9) Unfinished business.
- (10) New business.
- (11) Adjournment.

ARTICLE IV

DIRECTORS:

Section 1. NUMBER AND APPOINTMENT OF DIRECTORS:

The CEDARWOOD VILLAS ASSOCIATION, INC. and the business and all affairs of the ASSOCIATION shall be managed by a Board of Directors, numbering not less than three (3) nor more than five (5). The exact number shall be determined by the membership meeting at time of election. Board members shall be members of the ASSOCIATION.

Section 2. ELECTION OF DIRECTORS:

Election of Directors shall be held in the following manner:

(a) Election of Directors shall be held at the annual members' meeting.

(b) The presiding Board of Directors may appoint a nominating committee consisting of not less than three (3) members. The committee shall nominate one person for each Director up for election. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor. Members appointed to the nominating committee shall not be nominees for directorships. Appointees to the nominating committee shall be made not less than thirty (30) days prior to the annual members' meeting.

(c) The election shall be by written ballot and by a plurality of the votes cast either in person or by proxy, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, except in such instance where vacancies created would reduce the Board to less members than would constitute a quorum based on the elected members of the Board. Should the foregoing occur, the Board of Directors shall appoint additional members to the Board, for the remainder of the vacated members term, so that there shall always be sufficient directors serving on the Board to constitute a quorum, based on the elected number of Directors.

(e) Any director may be removed by concurrence of two-thirds (2/3rds) of the votes of the entire membership at a special meeting of members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the ASSOCIATION at the same meeting.

Section 3. TERM:

At the Annual Meeting to be held in 1984, the persons receiving the highest number of votes who constitute a majority of the Board shall be elected for a two (2) year term. The other persons elected shall serve a one (1) year term. Thereafter, the term of each Director's service shall extend until the Annual Meeting of the Members and subsequently until a successor is duly elected and qualified or until he is removed in the manner set forth herein provided.

Section 4. ORGANIZATIONAL MEETING:

Organizational meetings of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

Section 5. REGULAR MEETINGS:

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 6. SPECIAL MEETINGS:

Special meetings of the Board of Directors may be held at such time and place as shall be determined by the President and must be called

by the Secretary at the written request of one-third (1/3rd) of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 7. WAIVER OF NOTICE:

Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 8. DIRECTORS' QUORUM:

A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, Articles of Incorporation, these By-Laws or prevailing statutes.

Section 9. ADJOURNED MEETINGS:

If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. JOINDER IN MEETING BY APPROVAL OF MINUTES:

The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 11. PRESIDING OFFICER:

The presiding officer of Directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

Section 12. ORDER OF BUSINESS:

The order of business at directors' meetings shall be:

- (1) Election of chairperson of the meeting and calling of the roll.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Election of officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

Section 13. SALARIES AND COMPENSATION:

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the ASSOCIATION, nor preclude contracting with a Director or Officer for the management of the community or for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of the respective duties.

B4008 P0587

Section 14. POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

All of the powers and duties of the ASSOCIATION, including those existing under Chapter 607 and Chapter 617 Florida Statutes, and/or any other statutes as may be enacted from time to time, the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees. Such powers shall include but not be limited to:

(a) To make rules and regulations respecting the use of the property in the community.

(b) To interview, investigate, approve or disapprove of proposed purchasers and lessees of ASSOCIATION units except as herein-after provided.

(c) To make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common areas, for the repair and operation of the ASSOCIATION PROPERTY or for such other purposes as shall fall within the general powers of the Board of Directors.

(d) To enter into any and all contracts on behalf of the ASSOCIATION; and employ necessary personnel and do all other things necessary or incident to the carrying out of all functions and purposes of the ASSOCIATION.

(e) To set and assess fines for violations of the covenants, conditions or restrictions governing the ASSOCIATION by any of its members, their guests or lessees.

Section 15. DIRECTORS MEETINGS OPEN TO MEMBERSHIP:

All meetings of the Board of Directors of the ASSOCIATION shall be open to the members of the ASSOCIATION and notices of such meetings, stating the place and time thereof, shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required.

Section 16. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES:

The ASSOCIATION shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative and investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the ASSOCIATION, against expenses, including attorney's fees and appellate attorneys' fees, judgments, fines and amounts in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted, or not pursued by the proposed indemnitee that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the ASSOCIATION, and with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful and (b) such court specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the ASSOCIATION, and with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

Section 17. OFFICERS OF THE ASSOCIATION:

17.1 The officers of the ASSOCIATION shall be a President, who shall be a Director, a Vice-President, a Treasurer, a Secretary, and such other officers as may be authorized by the Board, all of whom shall be elected annually by the Board.

17.2 The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power to appoint such committee at such times from among the Members as he may be in his discretion determine appropriate to assist in the conduct of the affairs of the ASSOCIATION. The President shall preside at all meetings of the Board.

17.3 In the absence or disability of the President, the Vice-President shall exercise the powers and perform the duties of the President. The Vice-President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

17.4 The Secretary shall keep the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the ASSOCIATION and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the ASSOCIATION as may be required by the Board or the President.

17.5 The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members; he shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer.

17.6 Officers of the ASSOCIATION shall not receive any compensation by virtue of their service as officers.

Section 18. RECALL OF OFFICERS OR AGENTS:

Subject to the provisions of Section 607.154, Florida Statutes, any officer or agent elected by the Board may be removed with or without cause by the Board at any meeting thereof.

ARTICLE V

USE AND OCCUPANCY OF UNITS:

Inasmuch as Cedarwood Villas Association property has been designated "Residential" by local ordinance, and the intent for use of the units is as single family; the following, more exact definition, of use and occupancy is put forth. "Single family" shall be more particularly defined as one or more persons related by blood, marriage or adoption or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit. Proposed corporate owners must set forth to the Association the occupants who are to occupy a lot and the ownership of a lot by a corporation does not give the title holder greater occupancy privileges than those enjoyed by individual owners.

B4008 P0589

ARTICLE VI

Section 1. PROPERTY TRANSFERS:

No owner may dispose of a unit or any interest in a lot, by sale, lease or otherwise, without approval of the grantee/lessee by the ASSOCIATION. There shall be no lease made for less than six (6) consecutive months and transient accommodations will not be allowed. Any title or right to occupancy acquired by gift, devise, inheritance or any manner not considered in the foregoing shall be subject to the approval of the ASSOCIATION. The notice to and action by the ASSOCIATION shall be governed by the details more particularly set forth in Article 8 of the Declaration. Applications for approval of a lease or sale by an owner must be accompanied by a non-returnable fee of \$50.00. Said \$50.00 shall be used by the ASSOCIATION to defray the costs of any investigations it shall deem necessary. Any transfer of any interest or other conveyance of a lot without following the procedures described herein shall be void. Persons occupying a unit or lot without having submitted a fully completed sale/lease application which has been approved by the Board shall be considered transient.

Section 2. DECLARANT'S RIGHT OF FIRST REFUSAL:

For so long as Declarant shall be actively involved in the sale of units within Cedarwood Villas, he shall retain the right of first refusal to purchase any units being offered for sale by unit owners. Said right of first refusal shall be granted under the format more particularly detailed in Section 1 and 2 of Article VIII of the Declaration of Covenants, Conditions, and Restrictions for Cedarwood Villas. The particulars of this Section shall cease once the Declarant had completed his final sale within Cedarwood Villas.

ARTICLE VII

FINANCE:

Section 1. DEPOSITS:

The funds of the ASSOCIATION shall be deposited with such institution insured by the F.D.I.C. or the F.S.L.I.C. as shall be designated by the Board of Directors for that purpose, and money shall be withdrawn therefrom only by check or money order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board for that purpose.

Section 2. ANNUAL BUDGET:

(a) The annual budget for common expenses for the ASSOCIATION shall be adopted by the Board of Directors of the ASSOCIATION. A copy of the proposed annual budget of common expenses shall be mailed, via regular mail, to all unit owners at least thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of such meeting.

(b) The annual budget shall contain under separate headings, amounts to be set aside as reserves. The members, by vote, at any regular or special meeting, may determine on an annual basis, whether or not the reserves, all or part, shall be included in the forthcoming budget.

Section 3. ANNUAL STATEMENT:

The ASSOCIATION shall maintain accounting records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of which shall be supplied at least annually to lot owners or their authorized representatives. Such records shall include:

(a) A record of all receipts and expenditures.

(b) An account for each lot which shall designate the name and address of the lot owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

Section 4. ASSESSMENTS:

The assessments of the ASSOCIATION shall be paid by each member in accordance with the annual budget. If for any reason the estimate proves to be in excess of the ASSOCIATION'S needs, the balance may be retained by the ASSOCIATION in its account in reduction of the next ensuing years' expenses, applied to the ASSOCIATION reserves, or refunded. However, in the event said estimate is less than the actual economic needs of the ASSOCIATION, the ASSOCIATION shall have the right to assess its members for their prorata share of any additional monies so required and the same shall be paid upon demand. All assessments shall be made against unit owners not less frequently than monthly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

Section 5. ACCELERATION OF ASSESSMENT UPON DEFAULT:

If a Lot Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remaining installments of the Assessments upon notice to the Lot Owner, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Lot Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

Section 6. ASSESSMENTS FOR EMERGENCIES:

The due date for these emergency monies shall be determined by the Board of Directors and said due date shall be sent in notice form to all unit owners. The notice of assessment form shall include the wording: EMERGENCY ASSESSMENT FOR _____ along with the appropriate due date as set by the Board of Directors.

Section 7. BONDING:

All officers, directors or employees who are responsible for the ASSOCIATION'S fund shall be bonded at the expense of the ASSOCIATION. The premiums on such bonds shall be paid by the ASSOCIATION as an expense to be shared by the Members, as all other assessments.

Section 8. FINES:

In addition to the means for enforcement provided elsewhere herein, the ASSOCIATION shall have the right to assess fines against a LOT OWNER for violations of the Declaration of Covenants or validly promulgated Rules and Regulations of the ASSOCIATION, in the manner provided herein, and such fines shall be collectible as any other assessment such that the ASSOCIATION shall have a lien against each Lot for such purpose, as provided in the Declaration.

(a) The Board of Directors shall appoint a Committee which shall be charged with determining whether there is probable cause that the provisions of the Declaration of Covenants or Rules and Regulations have been violated. In the event that said Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the LOT OWNER alleged to be in violation of

B4008 P0591

the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged LOT OWNER in violation may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that same will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the ASSOCIATION with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the said Committee, including any witnesses that the alleged violating LOT OWNER may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine. The amount of the fine shall be Twenty-five (\$25.00) Dollars for the first instance of such a violation against a particular LOT OWNER, Fifty (\$50.00) Dollars for the second instance of such a violation against the same LOT OWNER, and One Hundred (\$100.00) Dollars for the third and subsequent instances of such a violation against the same LOT OWNER.

(d) A fine pursuant to this section shall be assessed against the unit of the particular LOT OWNER, and shall be collectible in the same manner as any other assessment, including by the ASSOCIATION'S lien rights as provided in the Declaration. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the Declaration of Covenants, or Rules and Regulations, including, but not limited to, legal action for damages or injunctive relief.

ARTICLE VIII

AMENDMENT OF BY-LAWS:

Section 1. The By-Laws of the ASSOCIATION may be altered, rescinded, or amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. EXECUTION AND RECORDING:

A copy of each amendment shall be attached to a certificate certifying that the amendment was adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the ASSOCIATION with the formalities of a deed. The Amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE IX

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

The foregoing was adopted as the By-Laws of CEDARWOOD VILLAS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at a meeting of the Board of Directors on July 20, 1983

Sworn to and subscribed before me this

1st day of July 1983

before me personally appeared

John Smingler, President and

George Krikorian, Vice-Pres.

Notary Public

My Commission Expires Oct. 30, 1986

By [Signature] President

Attest: [Signature] Vice-President

-11-

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A. 8120 N. ANDREWS AVENUE • POST OFFICE BOX 9117 • FT. LAUDERDALE, FLORIDA 33310-9117
TELEPHONE (305) 776-7550

B4008 P0592

CEDARWOOD VILLAS ASSOCIATION

July 20, 1983

SPECIAL MEETING - BOARD OF DIRECTORS

Purpose of Special meeting: Consider adoption of By-Laws

Meeting called to order at 7:00PM, Quorum present

Latest draft of By-Laws presented to Board for consideration.

Discussion - Board thought it best to include a copy of the minutes of this Special meeting with the By-Laws when recorded.

Motion to accept the By-Laws for Cedarwood Villas Association as presented was made and passed without dissent. President Smingler to draft the minutes and include them with the documents when recorded.

Meeting adjourned at 7:20PM.

Board members present: J. Smingler, G. Krikorian, R. Rector

Minutes approved:

July 26/1983
(date)

John Smingler
George Krikorian
Rector Rector

B4008 P0593

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