

RETURN TO:
David S. Pressly, Esquire
Moyle, Flanigan, Katz,
FitzGerald & Sheehan, P.A.
P.O. Box 3888
West Palm Beach, FL 33402

MAY-16-1990 01:52PM 90-142002

PREPARED BY:
David S. Pressly, Esquire
Moyle, Flanigan, Katz,
FitzGerald & Sheehan, P.A.
P.O. Box 3888
West Palm Beach, FL 33402

ORB 6454 Pg 1166

[Space above this line for recording data.]

051090-3
3459P

**CERTIFICATE OF SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS OF CYPRESS HOLLOW**

We, Joseph Russo and Michael J. Sabatello, Jr., as President and Secretary, respectively, of Cypress Hollow Homeowners' Association, Inc., do hereby certify that the following are true copies of the Resolutions amending the Declaration of Protective Covenants of Cypress Hollow, which Declaration was recorded in Official Records Book 5276, page 1585 et seq., and amended by that certain Certificate of First Amendment recorded in Official Records Book 5517, Page 1602 et seq., both in the Public Records of Palm Beach County, Florida, and said Declaration is hereby further amended as follows:

1. Upon motion duly made, seconded and passed, it is hereby RESOLVED, that Subsection (y) be added to Article I of the Declaration as follows:

(y) Builder: The term "Builder" shall mean and refer to the person constructing or installing an Improvement for an Owner. A Builder must be approved by the Committee in accordance with the terms of this Declaration.

2. Upon motion duly made, seconded and passed, it is hereby FURTHER RESOLVED, that Article V of the Declaration be amended to read as follows:

Section 5.1 The Committee. The role of the Committee is to examine and review the Plans and Specifications in light of the aesthetic and related impacts of a proposed Improvement, for the purpose of attempting (i) to enhance and protect the value, desirability, and attractiveness of Cypress Hollow, and (ii) to further the general plan or scheme of development for Cypress Hollow. The Committee shall not examine, review, or be responsible for, the structural, engineering, mechanical, or other related aspects of the proposed Improvement. The Committee shall consist of three (3) to five (5) persons appointed from time to time by the Declarant. Any member of the Committee may be replaced at any time by the Declarant. The members of the Committee are not required to be members of the Association. The initial members of the Committee shall be Carl M. Sabatello, Paul T. Sabatello and Michael J. Sabatello, Jr., each of whom shall serve until his successor is appointed, or until he resigns, or until he is replaced, whichever first occurs. Any vacancy occurring on the Committee shall be filled by the Declarant. A majority of the Committee shall constitute a quorum to transact business at any meeting of the Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Committee.

Section 5.2 Necessity of Architectural Review and Approvals. Except as provided in Section 5.6 herein, no Improvement of any kind shall be commenced, constructed, installed, erected, placed, changed, or altered in any manner, until such time as the Plans and Specifications with respect thereto and the name of the proposed Builder have been submitted to and approved in writing by the Committee in accordance with this Declaration. The Plans and Specifications shall be submitted to the Committee in a manner and form satisfactory to the Committee, and shall show the proposed Improvement(s), the name of the proposed Builder, materials, colors and such other information as may be reasonably requested by the Committee. The Plans and Specifications shall be submitted in writing by the Owner or the Owner's authorized agent.

Section 5.3 Approval of Plans and Specifications. Approval of the Plans and Specifications shall be based upon: (i) the conformity and harmony of the design, color, and layout of the proposed Improvement(s) with neighboring Parcels, and with Cypress Hollow as a whole; (ii) the conformity of the Plans and Specifications with the terms of this Declaration; and, (iii) the conformity of the Plans and Specifications with the terms of the ARC Guidelines adopted in accordance with Section 5.7(e) herein. The Committee shall not arbitrarily or unreasonably withhold its approval of the Plans and Specifications.

Section 5.4 Approval of the Builder. Approval of the Builder shall be based upon the reputation of the Builder in Palm Beach County with respect to quality of construction and ability to complete the job in a timely manner.

Section 5.5 Conditions of Approval. In the event of approval of the Builder and the Plans and Specifications, the following conditions shall apply:

(1) Prior to commencing the approved Improvement, the Owner, if so required by the Committee, shall provide the Committee with a removal bond reasonably acceptable to the Committee, a debris deposit (to insure that construction debris is contained and properly removed on a regularly scheduled basis), and/or other assurances required by the Committee for purposes of protecting Cypress Hollow against any unsightly unfinished construction and construction debris.

(2) There shall be no changes made to the approved Plans and Specifications without the prior written approval of the Committee; if the Committee deems the changes to be substantial, the approval process hereunder must start over, and the Plans and Specifications will have to be resubmitted in accordance with this Article. In addition, any Builder that replaces the approved Builder must be approved in writing by the Committee.

Section 5.6 Internal Changes. Internal changes may be made within a dwelling unit without the Committee's approval as long as such changes are not visible outside of the dwelling unit.

Section 5.7 Powers and Duties. The Committee shall have the following powers and duties:

(a) To require submission to the Committee of at least three (3) complete sets of all Plans and Specifications (prepared by the Persons set forth in Section 6.1 below). The Committee may also require submission of samples of building materials and colors

proposed for use regarding any Improvement(s) and information regarding the proposed Builder, and may require such additional information as reasonably may be necessary for the Committee to evaluate completely the proposed Improvement(s) and/or the Builder in accordance with this Declaration. Reviews shall be coordinated with any required governmental approvals.

(b) To approve or disapprove Plans and Specifications (and any amendments thereof), and/or the Builder.

(c) To adopt a schedule of reasonable fees for processing requests for Committee approval of proposed Plans and Specifications (and any amendments thereof) and/or the Builder. Such fees, if any, shall be payable to the Committee in U.S. cash or by check at the time that Plans and Specifications are submitted to the Committee. In the event such fees are not paid by the Owner, the Plans and Specifications shall be deemed to be improperly submitted by Owner, and need not be reviewed by the Committee.

(d) To retain professional advisors such as attorneys and architects as may be necessary in the exercise of its powers, which advisers shall be paid out of the fees collected in (c) above or from funds of the Association, as determined in the discretion of the Committee.

(e) To adopt, and to amend from time to time, guidelines ("ARC Guidelines") for use in connection with the Committee's review of Plans and Specifications hereunder. The ARC Guidelines shall be binding upon each Owner as if fully set forth in this Declaration, and may include, but not be limited to, the following: (i) provisions prohibiting certain features and certain types of Improvements; (ii) provisions containing specifications and other restrictions with respect to screening, solar equipment and panels, signs, playground equipment and yard equipment, roof pitches, overhangs, fascia, windows, street pedestrian walkways, floor and other elevations, roof height, driveways, sodding and landscaping, exterior aluminum finishes, roofing materials, garages, fences, pools and pool enclosures, exterior lighting, exterior decorative objects (such as sculptures, fountains, etc.), and accessory structures; (iii) provisions establishing setbacks; (iv) provisions establishing minimum landscape budgets; and (v) any other provisions deemed necessary by the Committee for purposes of carrying out its powers and duties hereunder. An Owner shall be entitled to receive a copy of the ARC Guidelines upon written request to the Association.

(f) To perform such incidental acts as may be necessary in the exercise of its powers.

Section 5.8 Liability. Neither the members of the Committee nor Declarant (nor their respective representatives, principals, partners, agents, employees, successors, or assigns) shall be liable in any manner to any Owner, or to any other Person within or outside of Cypress Hollow, by reason of negligence, mistake in judgment, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve or disapprove any Plans and Specifications and/or Builder, or in connection with any other action taken by the Committee hereunder. Each Person who submits Plans and Specifications and/or the name of a Builder to the Committee for approval agrees and certifies, by submission of same, that

he will not bring any action, suit, or other proceeding against the members of the Committee or Declarant (or their respective representatives, principals, partners, agents, employees, successors, or assigns) for any negligence, mistake in judgment, or nonfeasance. IN APPROVING ANY BUILDER AND/OR PLANS AND SPECIFICATIONS (AND/OR ANY CHANGES/ALTERATIONS THERETO), THE COMMITTEE MAKES NO REPRESENTATIONS, WARRANTIES OR CLAIMS REGARDING THE BUILDER OR WITH RESPECT TO THE SOUNDNESS OR QUALITY OF THE CONSTRUCTION OR DESIGN OF THE IMPROVEMENTS, OR AS TO THE EFFECTIVENESS OR SUITABILITY OF THE USE OF SUCH IMPROVEMENTS, OR AS TO COMPLIANCE WITH ZONING, PERMIT REGULATIONS, OR ANY GOVERNMENTAL LAND USE REGULATIONS. In the event that any legal, administrative, or arbitration action or other proceeding is taken or filed against any member of the Committee or against the Declarant (or any of their respective representatives, principals, partners, agents, employees, successors, or assigns) in connection with the approval, disapproval, or failure to approve or disapprove any Plans and Specifications and/or Builder, the Association shall indemnify and hold any and/or all of such Persons harmless from and against any and all costs, expenses (including, but not limited to, reasonable attorney's fees) and/or damages incurred by such Persons in connection with such action or proceeding.

3. Upon motion duly made, seconded and passed, it is hereby FURTHER RESOLVED, that Article VI of the Declaration be amended to read as follows:

Section 6.1 Licenses. All Plans and Specifications must be prepared and/or stamped by a Florida registered architect, Florida registered engineer, or Florida licensed residential designer, and all work in accordance therewith must be performed by duly licensed (i) contractors, (ii) subcontractors, and/or (iii) residential designers. In order to be "duly licensed," the contractors, subcontractors, and residential designers must have obtained all required licenses from, and satisfied all requirements of, all governmental bodies, agencies, departments and the like having jurisdiction thereover.

Section 6.2 Time Requirements for Commencing Construction of Single-Family Residence. Within seven (7) months after the "date of initial conveyance" (defined in Section 6.6 herein) of a Parcel by Declarant to an Owner, the Owner (or its successors or assigns) thereof shall "commence construction of a Single-Family Residence" (defined in Section 6.6 herein) upon such Parcel. If the Owner (or its successors or assigns) has not commenced construction of a Single-Family Residence upon the Parcel within such seven-month time period, the Declarant, at its option, may require the Owner (or its successors or assigns) to reconvey the Parcel to the Declarant, free and clear of all encumbrances except those applicable to the Parcel at the date of the initial conveyance. In the event that Declarant desires to exercise its right to repurchase the Parcel hereunder, the repurchase price shall be the base purchase price paid by the Owner to the Declarant in acquiring the Parcel, less: (i) any unpaid balances of any liens against the Parcel, (ii) charges owed the Declarant or the Association by the Owner, (iii) any costs and expenses incurred by Declarant in clearing the title of all encumbrances that were not applicable to the Parcel at the date of initial conveyance, (iv) the documentary stamp tax on the deed of conveyance to Declarant, and (v) the costs and expenses to be incurred by Declarant in restoring the Parcel to the condition the Parcel was in at the date of initial conveyance. In order for Declarant to exercise its right to

repurchase the Parcel hereunder, Declarant, within sixty days after the expiration of the subject seven-month time period, shall give written notice ("Repurchase Notice") to Owner of Declarant's intent to repurchase the subject Parcel pursuant to the terms of this Section 6.2. In the event the Owner (or its successors or assigns) refuses or fails to reconvey the Parcel by Special Warranty Deed in accordance with this Section 6.2 within thirty (30) days after receipt of the Repurchase Notice, the Declarant shall be entitled to seek specific performance of Owner's (or its successors' or assigns') obligations hereunder by filing an action in a court of competent jurisdiction. The Declarant may also recover its court costs and reasonable attorneys' fees in enforcing this provision. In the event that Declarant does not give the Repurchase Notice to Owner within sixty days after the expiration of the subject seven-month time period, the repurchase option under this Section 6.2 with respect to such Parcel shall be deemed to be terminated.

Section 6.3 Time Requirements For Completing Construction of Single-Family Residence. Upon commencing construction of a Single-Family Residence, the Owner (its successors or assigns) shall proceed diligently to "complete the construction of the Single-Family Residence" (defined in Section 6.6 hereof). The construction of the Single-Family Residence shall be completed within ten (10) months after the Owner has commenced construction of the Single-Family Residence. The Committee shall have the power to extend the time deadline set forth herein, provided the Owner makes written application therefor and the Committee (in its sole discretion) determines in writing that the request is reasonable. An extension hereunder shall be for a time certain as set at the discretion of the Committee. In the event that the Owner fails to comply with the deadline contained in this Section 6.3, the following shall result:

(a) the Committee's approval of the Builder and of the Plans and Specifications shall terminate; and,

(b) the Owner shall be obligated to remove and/or clear from his Parcel the partially completed Single-Family Residence, and to restore the Parcel to the condition the Parcel was in at that time immediately preceding the commencement of construction of the Single-Family Residence.

In the event that the Owner does not comply with its obligations in subparagraph (b) above, then the Association (and/or Persons designated by the Association) may (i) enter upon the Parcel and carry out the Owner's obligations at the Owner's cost and expense, without being liable in any manner for trespass, and shall have a lien against the Parcel for such cost and expense incurred by Association hereunder (and for the cost and expense, including reasonable attorney's fees, of enforcing the lien); (ii) implement the removal bond; and/or (iii) pursue any other remedies provided for under this Declaration.

Section 6.4 Time Requirements For Completing Construction Of All Other Improvements. The Owner shall complete construction of any Improvement other than a Single-Family Residence (defined in Section 6.6 below) within four (4) months after the Committee's approval of the Builder and of the Plans and Specifications for said Improvement. For purposes of this Section 6.4, construction of an Improvement (other than a Single-Family Residence) shall be deemed to be completed at such time as the Owner has provided the Committee with an architect's certification (or other certification

acceptable to the Committee) that the Improvement has been completed in accordance with the approved Plans and Specifications. The Committee shall have the power to extend the time deadline set forth herein, provided the Owner makes written application therefor and the Committee (in its sole discretion) determines in writing that the request is reasonable. An extension hereunder shall be for a time certain as set at the discretion of the Committee. In the event that the Owner fails to comply with the deadline contained in this Section 6.4, the following shall result:

(a) the Committee's approval of the Builder and of the Plans and Specifications shall terminate; and,

(b) the Owner shall be obligated to remove and/or clear from his Parcel the partially completed Improvement, and to restore the Parcel to the condition the Parcel was in at that time immediately preceding the commencement of construction of the Improvement.

In the event that the Owner does not comply with its obligations in subparagraph (b) above, then the Association (and/or Persons designated by the Association) may (i) enter upon the Parcel and carry out the Owner's obligations at the Owner's cost and expense, without being liable in any manner for trespass, and shall have a lien against the Parcel for such cost and expense incurred by Association hereunder (and for the cost and expense, including reasonable attorney's fees, of enforcing the lien); (ii) implement the removal bond; and/or (iii) pursue any other remedies provided for under this Declaration.

Section 6.5 Requirements During Construction. During the construction of any Improvement, the Owner shall maintain his Parcel in a reasonable manner, and shall take the actions deemed necessary by the Committee to avoid any dangerous conditions or adverse aesthetic impacts. Each Owner further agrees that all supplies of blocks, lumber, and other building materials shall be stored only in such areas as may be approved in writing by the Committee, and Owner shall remove all construction debris around the construction area upon completion of construction. Each Owner also agrees to at all times keep all roadways within Cypress Hollow free of waste and debris caused by Owner's construction. In the event the Owner shall fail to comply with any of its obligations hereunder, the Association (in addition to any other remedies provided for in this Declaration) may take the actions necessary to carry out the Owner's obligations hereunder, and charge the Owner the cost and expense thereof. The Association and/or Persons designated by the Association are authorized to enter upon the Parcel to carry out its rights herein without being liable in any manner for trespass, and shall have a lien against the Parcel for the costs and expenses incurred by the Association hereunder (as well as the cost and expense, including reasonable attorney's fees, of enforcing the lien).

Section 6.6 Definitions. For purposes of this Article VI, the following definitions shall apply:

(i) The term "Single-Family Residence" shall mean and refer to a detached building designed for use by and occupied by one or more persons living together as a single housekeeping unit.

(ii) The term "commence construction of a Single-Family Residence" shall mean and refer to the accomplishment of all of the following:

(a) The Committee's approval of the Builder and the Plans and Specifications for the Single-Family Residence to be constructed upon the Parcel; and

(b) The issuance of a building permit by the appropriate governmental body for the construction of the approved Single-Family Residence; and

(c) The Owner's commencement of installation of foundations for the approved Single-Family Residence upon the Parcel.

(iii) The term "complete the construction of the Single-Family Residence" shall mean and refer to the issuance of a final Certificate of Occupancy (or other similar official written statement of final approval) for the Single-Family Residence by the governmental body having jurisdiction thereof.

(iv) The term "date of initial conveyance" shall mean and refer to the date that the deed conveying the Parcel from Declarant to the Owner was recorded in the Public Records of the County.

Section 6.7 Street Pedestrian Walkways. The Owner shall be required to install a street pedestrian walkway at the time that the Owner's driveway is completed, at an elevation conforming to the elevation plan for Cypress Hollow. This street pedestrian walkway must be included as a part of the Owner's Plans and Specifications for his Single-Family Residence.

4. Upon motion duly made, seconded and passed, it is hereby FURTHER RESOLVED, that the last sentence of Section 7.4 of the Declaration be deleted and that said deleted last sentence be replaced with the following:

All antennas and aerials must be concealed inside attic space, and no exterior antennas or satellite dishes, transmitters or receivers shall be permitted. Basketball hoops are an Improvement hereunder, and shall not be installed or constructed until the terms of Articles V and VI herein have been complied with.

5. Upon motion duly made, seconded and passed, it is hereby FURTHER RESOLVED, that Section 7.10 of the Declaration be amended to read as follows:

Section 7.10 Garage. Each Single-Family Residence shall have as a minimum a 2-car garage. A garage shall remain a garage, and shall not be converted for other uses. No carports shall be permitted.

6. Upon motion duly made, seconded and passed, it is hereby FURTHER RESOLVED, that Section 7.14 be added to Article VII of the Declaration as follows:

Section 7.14 Single-Family Residence. Each Parcel shall be used exclusively as a Single-Family Residence (with standard appurtenances thereto), which is defined as a

detached dwelling designed for use by and occupied by one or more persons living together as a single housekeeping unit. No mobile homes or like structures shall be permitted within Cypress Hollow.

Dated this 15th day of May, 1990.

Signed, sealed and delivered in the presence of:

William Chapin
Karen Huster

CYPRESS HOLLOW HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
Its President

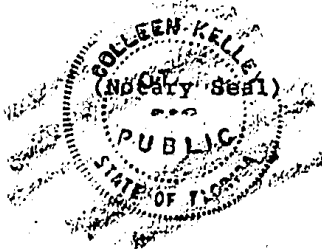
Attest: [Signature]
Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of May, 1990, by Joseph Russo and Michael J. Sabatello, Jr., as President and Secretary, respectively, of Cypress Hollow Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of said Corporation.



[Signature]
My Commission Expires: 1/26/92

CONSENT OF DECLARANT

The foregoing Certificate of Second Amendment is hereby consented to by the undersigned, as Declarant under the Declaration of Protective Covenants of Cypress Hollow.

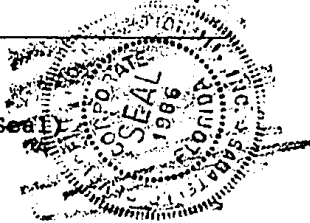
Signed, sealed and delivered in the presence of:

William Chapin
Karen Huster

SABATELLO DEVELOPMENT CORPORATION, INC., a Florida Corporation

By: [Signature]
Its President

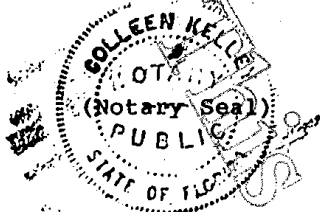
(Corporate Seal)



STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of May, 1990, by Carl M. Sabatello, as President of Sabatello Development Corporation III, Inc., a Florida corporation, on behalf of said Corporation.



Colleen Kelley

My Commission Expires: 1/26/92

CERTIFICATION FOR CERTIFICATE OF SECOND AMENDMENT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, duly authorized to take oaths, personally appeared Joseph Russo and Michael J. Sabatello, Jr., as President and Secretary, respectively, of Cypress Hollow Homeowners' Association, Inc., a Florida not-for-profit corporation, who, upon being by me first duly sworn on oath, state that the Resolutions set forth in the Certificate of Second Amendment to which this Certification is attached were duly approved by the only Voting Representative in Cypress Hollow, that said amendments were made in accordance with the terms of the Declaration of Protective Covenants of Cypress Hollow, and that said amendments were duly consented to by the Declarant under said Declaration.

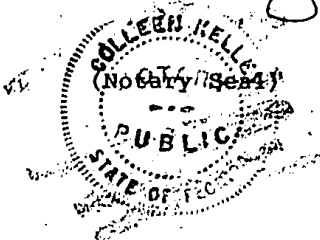
Dated: May 15, 1990.

Joseph Russo
Joseph Russo, as President of
Cypress Hollow Homeowners'
Association, Inc.

Attest:

Michael J. Sabatello, Jr.
Michael J. Sabatello, Jr., as
Secretary of Cypress Hollow
Homeowners' Association, Inc.

Sworn to, subscribed, and acknowledged before me this 15th day of May, 1990.



Colleen Kelley
Notary Public

My Commission Expires: 1/26/92

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