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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND
RESERVATIONS, AFFECTING THE REAL PROPERTY OF WEAVER DEVELOPMENT
CORPORATION AND THE ADDITIONAL DECLARATIONS OF PROTECTIVE
COVENANTS AND RESTRICTIONS**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS, AFFECTING THE REAL PROPERTY OF WEAVER DEVELOPMENT CORPORATION AND THE ADDITIONAL DECLARATIONS OF PROTECTIVE COVENANTS AND RESTRICTIONS is made by the CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC. ("Association").

W I T N E S S E T H :

WHEREAS, the Declaration of Protective Covenants, Restrictions and Reservations Affecting the Real Property of Weaver Development was recorded commencing at Official Records Book 3156, Page 1105 of the Public Records of Palm Beach County, Florida (referred to herein as "Declaration") and established covenants running with the land therein described.

WHEREAS, Additional Declarations of Protective Covenants and Restrictions were recorded commencing at Official Records Book 3925, Page 1570 of the Public Records of Palm Beach County, Florida; at Official Records Book 4442, Page 1522 of the Public Records of Palm Beach County, Florida; and at Official Records Book 5493, Page 1307 of the Public Records of Palm Beach County, Florida (collectively referred to herein as "Additional Covenants") and further established covenants running with the land therein described.

WHEREAS, Florida Statute 720.306(1)(b) provides that unless otherwise provided in the governing documents or required by law, any governing document of a homeowners association may be amended the affirmative vote of two-thirds of the voting interests of the association.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments, attached hereto as Exhibit "A", to the Declaration and Additional Covenants have been properly and duly approved and adopted, pursuant to Florida Statute 720.306(1)(b) by the affirmative vote of not less than two-thirds of the voting interests of the Association. Further, the Amendments attached hereto as Exhibit "A" have been properly and duly approved and adopted by the Board of Directors.

2. The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A". The approval and adoption of the Amendments appears in the minutes of the Association, and said approval and adoption is unrevoked.

3. The Amendments attached hereto as Exhibit "A" shall run with the real property subject to the Declaration and Additional Covenants and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration and Additional Covenants, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 4th day of May, 2010.

Witnesses (as to both):

CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC.

[Handwritten Signature]
Signature
JAMES M. PAINTER
Print Name

[Handwritten Signature]
By: _____
Signature
Printed name: John QUATEINI
Association President

[Handwritten Signature]
Signature
David H. Bogia
Print Name

Attest: *[Handwritten Signature]*
Signature
Printed name: Craig Wallace
~~Association~~ Secretary
ASSISTANT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of May, 2010, by John Quatini as President and Craig Wallace, as Secretary of the CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced _____ as identification.

[Handwritten Signature]

NOTARY PUBLIC, State of Florida

 **NOTARY PUBLIC**
THERESA MARCACCI
MY COMMISSION # DD 893579
EXPIRES: September 8, 2013
Bonded Thru Budget Notary Services

EXHIBIT "A"

CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC.

**AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND RESERVATIONS, AFFECTING THE REAL PROPERTY OF
WEAVER DEVELOPMENT CORPORATION AND ADDITIONAL DECLARATIONS OF
PROTECTIVE COVENANTS AND RESTRICTIONS REGARDING THE CYPRESS
CREEK PROPERTY OWNERS ASSOCIATION, INC.**

The Declaration of Protective Covenants, Restrictions and Reservations Affecting the Real Property of Weaver Development recorded at Official Records Book 3156, Page 1105 of the Public Records of Palm Beach County, Florida is referred to herein as "Declaration".

The Additional Declarations of Protective Covenants and Restrictions regarding the Cypress Creek Property Owners Association, Inc. were recorded at Official Records Book 3925, Page 1570 of the Public Records of Palm Beach County, Florida; at Official Records Book 4442, Page 1522 of the Public Records of Palm Beach County, Florida; and at Official Records Book 5493, Page 1307 of the Public Records of Palm Beach County, Florida, which are collectively referred to herein as "Additional Covenants".

AMENDMENT ITEM 1 -- VEHICLES

Previous vehicle provisions:

Paragraph IV, Section 16 of the Declaration previously read as follows: [Deleted language is stricken through.]

~~"16. No trucks of any kind shall be parked on the street or premises except those necessary for building, repair service or maintenance of the property or buildings."~~

Paragraph 6 of the Additional Covenants previously read as follows: [Deleted language is stricken through.]

~~"6. No motor vehicles may be parked on any lot other than on the driveway or in the garage, and no motor homes or trailers of any kind, including residential, boat, commercial or utility, may be parked on any lot for longer than 48 hours unless they are so screened by shrubbery or structures otherwise approved by the Restrictive Covenants so as to be out of view to all surrounding property owners, including the golf course."~~

Amended vehicle provisions:

Paragraph IV, Section 16 of the Declaration and Paragraph 6 of the Additional Covenants shall be amended to read as follows: [The Section 16 numbering and the Paragraph 6 numbering shall remain the same. New language is underlined.]

“Vehicles:

A. Prohibited Vehicles: The following vehicles shall not be allowed to park on any area within the Cypress Creek community except if the vehicle is completely hidden within the garage with the garage door closed:

- (1) trucks (except for those types of pickup trucks which are permitted).
- (2) pickup trucks which have a gross carrying capacity in excess of 1 ton.
- (3) step vans, commercial vans, vans which are not used as personal family passenger vehicles.
- (4) commercial vehicles, which are defined as any vehicle
 - (a) used to carry tools, goods, equipment or materials in connection with a business, and/or
 - (b) which has any sort of sign on the vehicle indicating a business, and/or
 - (c) which is otherwise primarily used in connection with operating a business rather than as a personal family vehicle.
- (5) trailers.
- (6) Boats, personal watercraft, travel trailers, fifth wheel trailers, campers and motor homes, and similar vehicles. Travel trailers, fifth wheel trailers, campers and motor homes are collectively referred to below as recreational vehicles. However, please see the limited exception for parking boats, personal watercraft and recreational vehicles outside the garage on the side of the house with approved screening.

B. Exceptions to Prohibited Vehicles.

(1) Pickup Trucks: Pickup trucks, which are used as personal passenger family vehicles and are not commercial vehicles and which do not exceed 1 ton gross carrying capacity, are permitted and are not required to be parked in the garage.

(2) Sport Utility Vehicles: Sport utility vehicles used as personal passenger family vehicles are permitted and are not required to be parked in the garage.

(3) Maintenance, Service and Delivery Vehicles: Vehicles necessary for the maintenance, care or protection of the Cypress Creek common areas, are not subject to the above restrictions. Vehicles going to a home to provide maintenance, repairs or other services to the Owner or making a delivery, are not subject to the above restrictions but only for that period of time to render the service or delivery in question.

(4) Police vehicles or other official emergency response vehicles driven by a law enforcement officer or other employee of government in connection with the person's official duties.

(5) Boats, Recreational Vehicles Concealed by Approved Screening: Boats and personal watercraft no longer than twenty seven feet (27') in length from bow to stern, and recreational vehicles used for personal recreational use may be parked outside the garage on the side of the house provided such vehicles are screened by landscaping or structures, which landscaping or structures have been properly approved in writing by the Association's Architectural Review Committee ("ARC") so the vehicle will be out of view to all surrounding property owners and out of view from the golf course. The Owner must properly submit an application and obtain prior written ARC approval for the landscaping or structures which will provide the screening. The ARC approved screening must be in place before such a vehicle may be parked outside the garage. Personal watercraft are considered boats for the purposes of this section. Further, the boat and trailer or recreational vehicle cannot protrude beyond the front edge or rear edge of the house.

A boat or recreational vehicle may be loaded or unloaded in the driveway outside the screened area or garage for a period not exceeding six (6) hours. If an Owner needs more time to load or unload a recreational vehicle, the Owner may, with prior written approval from the ARC, have an extension for not exceeding twenty-four (24) hours. The burden is on the Owner to request approval from the Board of Directors sufficiently in advance of the time when the loading or unloading will occur for the Board to consider such request.

If an Owner has visitors arriving in a recreational vehicle, the visiting recreational vehicle may, with prior written approval from the Association, be parked outside the screened area or garage for a period not exceeding twenty-four (24) hours. The burden is on the Owner to request approval from the Board of Directors sufficiently in advance of the arrival of the visiting recreational vehicle for the Board to consider such request.

Any boat/trailer or recreational vehicle stored outside the garage in Cypress Creek must be registered to the Lot Owner. Cypress Creek is not a place for non-residents to store boats and recreational vehicles. If there is a question of registration, the Association can require the Lot Owner to provide the vehicle registration for the boat/trailer or recreational vehicle.

(6) Cars, Vans, SUVs and Pickup Trucks with Limited Commercial Signage Concealed by Approved Screening: The Board of Directors may approve a car, van, SUV or Pickup Truck with limited commercial signage being parked outside the garage on the side of the house. The vehicle must be screened by landscaping or structures properly approved in writing by the ARC so the vehicle will be out of view to all surrounding property owners and out of view from the golf course. The Owner must properly submit an application and obtain prior written ARC approval for both the vehicle with the signage and the landscaping or structures which will provide the screening. The approved screening must be in place before such a vehicle may be parked outside the garage. Further, the vehicle cannot protrude beyond the front edge or rear edge of the house.

C. Parking Areas: Parking on grass or landscaped areas is prohibited except as set forth above for boats and those vehicles described above which are approved to be parked behind visual screening.

AMENDMENT ITEM 2 – WALLS, FENCES AND HEDGES

Paragraph IV, Section 11 of the Declaration shall be amended to read as follows:
[New language is underlined. Deleted language is ~~stricken through~~.]

“11. No wall, fence, or hedge shall be constructed, grown, or permitted on any part of the property ~~ever four (4) feet in~~ higher than the height permitted by the Palm Beach County Code and only then provided that the same does not extend toward any street or canal right-of-way more than five (5) feet beyond the established building set-back (except where allowed by the Association ~~ARC~~ ARC for screening unsightly areas, vehicles as otherwise provided in this Declaration or for purposes of safety on the course).”

AMENDMENT ITEM 3 – EXTERIOR MAINTENANCE

Paragraph IV of the Declaration shall be amended by the addition of a new Section 26 which shall read as follows: [New language is underlined.]

“26. Maintenance of Home Exterior and Improvements to the Lot. Each Owner shall properly maintain, repair and replace the home exterior and all improvements and personal property on the Owner’s Lot so as to keep a neat appearance. The Owner’s obligation to maintain shall include but not be limited to:

(a) Painting all exterior painted areas with colors which are harmonious with other homes in the Cypress Creek Community. No

Owner shall change the exterior color of the Owner's home without the consent of the ARC.

(b) Keeping the exterior surfaces reasonably free of peeling or deteriorated paint, mildew, rust deposits or other discoloration.

(c) Replacing broken or deteriorated roof tiles and roof shingles with tiles and shingles conforming in color and design to the existing tiles and shingles.

(d) Keeping the roof reasonably free of leaves and other debris accumulation.

(e) Repairing or replacing, as necessary, rotten or deteriorated exterior wood items, including fascia, trim, doors, wood fences and wood gates.

(f) Replacing torn or damaged screens and broken glass.

(g) Cleaning, maintaining and repairing all sidewalks, driveways and parking areas within the Owner's Lot and that portion of the Owner's driveway between the Lot line and the street."
