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Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
St. John Rossin Podesta Burr & Lemme, PLLC
1801 Forum Place, Suite 701
West Palm Beach, FL
WILL CALL BOX 110

THIS DOCUMENT IS A COPY

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

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

WITNESSETH:

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, 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 Amendment, attached hereto as Exhibit "A", to the Declaration has 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 Amendment attached hereto as Exhibit "A" has been properly and duly approved and adopted by the Board of Directors.
2. The Association has properly approved and adopted the Amendment attached hereto as Exhibit "A". The approval and adoption of the Amendment appears in the minutes of the Association, and said approval and adoption is unrevoked.
3. The Amendment attached hereto as Exhibit "A" shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration, 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 3rd day of SEPTEMBER 2012.

Witnesses (as to both):

CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC.

William Marcacci
Signature
WILLIAM MARCACCI
Print Name

By: *William Marcacci*
William Marcacci
Association President

Vincent L. Nocera
Signature
VINCENT L. NOCERA
Print Name

Attest: *Tom Winkles*
Tom Winkles
Association Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of SEPTEMBER, 2012, by William Marcacci as President and Tom Winkles 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.~~

Vincent L. Nocera
NOTARY PUBLIC, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
Vincent L. Nocera
Commission #DD815532
Expires: SEP. 13, 2012
BONDED THRU ATLANTIC BONDING CO., INC

EXHIBIT "A"

CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC.

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

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".

[Added language is underlined.]

LEASING: Paragraph IV of the Declaration shall be amended by the addition of a new Section 27, Leasing, which shall read as follows:

"Section 27. Leasing. No Owner may lease or rent a Lot without properly making application to the Association and receiving prior written approval from the Association. The Association shall act reasonably and may disapprove a lease only for good cause consistent with law. The Association shall require a reasonable application fee to pay for the Association obtaining a background check and other administrative costs incurred by the Association. Renewals and extensions of leases shall be subject to Association approval, although the Association shall not charge another application fee so long as the occupancy has not changed."

If there is a guest (excluding documented immediate family members of the Owner) occupying a Lot for longer than thirty (30) days where the Owner is not present, the Owner shall apply to the Association, and the occupancy by the guest shall be subject to Association approval under the same procedure as for leasing. Immediate family members of the Owner are not required to be approved as a tenant, provided the Owner submits documentation to the Association demonstrating the immediate family member status. Immediate family is defined as persons related by blood or marriage to the Owner.

Leases shall be in writing. Subleasing and rental of rooms is prohibited. The minimum permitted lease term is six(6) months.

If an Owner fails to maintain the Lot or home while the Lot is leased, or the Owner or tenant otherwise fails to comply with the Association's governing documents or rules and regulations, or law, the Association may deny approval for renewal or extension of the lease, and/or the Association may bring an eviction action or pursue any other remedy available to the Association."