

This Instrument was Prepared by  
F. W. WEATHERS  
PIANER  
Box 2190  
ADDRESS  
WEST PALM BEACH  
CITY AND STATE

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

THIS DECLARATION, made by Weaver Development Corporation, a Florida corporation, the owner of the property hereinafter referred to, and the Declarant herein,

WITNESSETH:

WHEREAS, Declarant is presently the owner of the property described in Paragraph I hereof, and intends to subject said property to the protective covenants, restrictions, and reservations, hereinafter set forth, each and all of which is and are for the benefit of said property and of each present and future owner thereof or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors, legal representatives and assigns;

PARAGRAPH I

PROPERTY SUBJECT TO THIS DECLARATION

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

All lots owned by Declarant in that unrecorded plat of Cypress Creek Development situated in Section 24, Township 45 South, Range 42 East, Palm Beach County, Florida.

There being 345 lots more or less presently owned by Declarant in the development, and 149 lots more or less owned by others. The Declaration may be adopted by instrument in recordable form by other owners in the development.

PARAGRAPH II

GENERAL PURPOSES OF COVENANTS

The real property described in Paragraph I hereof is subject to the covenants, restrictions and reservations hereby declared to ensure the best and most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, to prevent haphazard and inharmonious improvements of the lots; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby enhance the property and investments made by purchasers of lots therein.

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## PARAGRAPH III

DEFINITION OF TERMS

1. Dwelling House, Building, Outbuilding.  
The words "dwelling house", "building" and "outbuilding" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, porches, stoops and the like, including garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structures.

2. Lot.  
The word "lot" wherever used in this Declaration shall refer to the numbered lots of land described in Paragraph I hereof, as shown on the hereinabove referred to unrecorded Plat. The numbers following the word lot refer to the particular lot or lots so numbered on the aforesaid unrecorded Plat.

3. Said Plat.  
The words "said Plat" wherever used in this Declaration mean and refer to the unrecorded Plat of Cypress Creek Development referred to in Paragraph I hereof.

4. Said Property.  
The words "said property" wherever used in this Declaration mean and refer to the property which is in the unrecorded Plat of Cypress Creek Development referred to in Paragraph I hereof.

5. Street.  
The term "street" or "ingress and egress easement" wherever used in this Declaration, means and refers to any street, highway, or other thoroughfare shown on said unrecorded Plat of Cypress Creek Development or contiguous to the real property designated on said unrecorded Plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane or walk, and as recorded in:

Official Record Book 1083, Page 485 - as to Plumeria Way, Meadow Lane, and Carissa Road; Official Record Book 1130, Page 549 - as to Pepper Bush Lane and Pandanus Way; Official Record Book 1031, Page 332 - as to Caryota Drive; Official Record Book 1000, Page 268 - as to Palo Verde Drive, Juniper Terrace, Calliandra Drive, Bucida Road, Cycad Land and portions of Cross Creek Drive and Meadow Lane, Cypress Drive West, portion of Cypress Drive South, Aloe Road, Nolina Lane, Aralia Way and Colocasia Way, as corrected in Official Record Book 1031, Page 335, public records of Palm Beach County, Florida.

6. Association.  
The term "Association" wherever used in this Declaration shall refer to and mean Cypress Creek Property Owners Association, Inc., a Florida corporation.

7. Committee.  
The term "Committee" wherever used herein shall refer to and mean the Architectural Committee created herein.

## PARAGRAPH IV

MINIMUM STANDARDS AND PROHIBITED USES

The following minimum standards and prohibited uses shall be applicable to the single family residential lots shown on the unrecorded Plat of Cypress Creek Development.

The above described parcel or tract shall be used for a single family residence, to be occupied by one family only, and for no other purposes.

2. The residence building or other structure constructed on the above described property shall be no more than two stories high except in those areas designated Tract A, B, and C or Areas A, B, and C.

3. No single family residence building shall be constructed on the above described property with a fully enclosed first floor area of less than:

- (a) 1200 Sq.Ft. - for a 2 story residence
- (b) 1800 Sq.Ft. - for a 1 story residence off Fairway
- (c) 2100 Sq.Ft. - for a 1 story residence on Fairway
- (d) 2000 Sq.Ft. - for a 1 story residence Inside Fairway
- (e) 1400 Sq.Ft. - for a 2 story residence Inside Fairway

All the foregoing minimum areas shall not include garage or garages, screened or open porches, or open patios or loggias.

4. No building shall be constructed upon said premises -

- (a) unless the roof thereof is mansard, hip and/or gable type.
- (b) without first using a recommended termite spray within the footings of the buildings.
- (c) unless the electric and telephone service from pole to the structure is via underground conduit.

5. Carports shall not be allowed or constructed upon the above described premises.

6. No buildings shall be erected or placed upon the above described premises within -

(a) 30 feet of the Front Set Back 20 foot road right-of-way easement

(b) 15 feet of the Side Set Back parcel's side line

(c) 30 feet of the Rear Set Back property line of the golf course if a Fairway or an inside Fairway parcel

(d) 15 feet of the Rear Set Back rear property line if an Off Fairway parcel

(e) Across or upon any road or utility transmission line or drainage easement

(f) All footings to be 24 inches above the finish grade of the access road

(g) Wells, well pumps, pool pumps, filtering systems, pressure tanks, water heaters and pool heaters must be permanently enclosed in such a manner as to be hidden from view from the street and from the golf course.

7. For the purposes of this paragraph, building shall mean the

main residence, the garage and related outbuildings and all projections thereof, such as bay, bow or oriel windows, exterior chimneys covered porches, porticos, loggias and the like, but shall not include the eaves of such structures, open pergolas, uncovered porches, open terraces, stoops, steps, balustrades, the sides of which do not extend more than three (3) feet above the ground level of the ground floor of the main building.

8. All improved lots must have underground irrigation systems for lawn watering purposes and plans for same must be approved by Architectural Committee as provided in Article VIII.

9. Construction of any improvements on a lot must be completed within one year after approval of plans by the Architectural Committee, and when residence constructed the lots must be sodded and landscaped within that period.

10. Swimming pools shall not be nearer than ten (10) feet to any lot line and shall not project with its coping more than two (2) feet above the established grade.

11. No wall, fence, or hedge shall be constructed, grown, or permitted on any part of the property over four (4) feet in height, 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 for screening unsightly areas or for purposes of safety on the course).

12. The property shall not be used or maintained as a dumping ground for rubbish, trash, or as a storage place for building materials, or for any other storage or parking purposes which are not incidental to the use of the property for residential purposes. All garbage and other waste shall be kept in sanitary underground containers at or near the above described road easement. No burning or trash shall be permitted at any time on the above described property, except as being incidental to clearing.

13. Clothes lines or drying yards shall be so located as not to be visible from the street, golf course, or adjoining property.

14. The property shall not at any time be used for any business, professional, or commercial purposes, and no horses, cattle, poultry, or other livestock shall be kept or raised thereon.

15. No outbuilding, garage, shed, tent, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the erection of a residence, as is permitted hereby. No outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on said property, nor the use of adequate toilet facilities for workmen which shall be provided during such construction.

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.

17. Each owner shall keep his property in good appearance, free from weeds and rubbish; and in the event owner shall fail to maintain property in good condition, free from weeds and rubbish, the Association shall have the right to enter upon said premises, cut and remove

the weeds and rubbish, and the Association, its successors and assigns shall have a lien upon said property for the cost to the owner of cutting and removal of any such weeds and rubbish, and for the maintenance of lawns and shrubbery after construction of buildings.

18. In order to further insure the beauty of this development, the owners of the respective lots covered hereby, shall at all times maintain their lawns, all shrubbery and landscaping in a neat and trim condition. Such maintenance shall include the portion of the lawn between the lot line and the pavement of any right-of-way. Other than the driveway installed in connection with the construction of the residence, no other paved or pebbled parking areas shall be permitted on the building site, unless approved by the Architectural Committee as provided in Article XIII.

19. No pets will be allowed to run free. Pets must be fenced, caged, leashed or penned. Any permanent structure erected for the benefit of pets must be approved by the Building Committee.

20. Permits must be obtained from the Architectural Committee before the removal or destruction of any tree or native shrub with a diameter of six inches or more at the base. Owners are urged, when such removal or destruction becomes necessary, to replace such tree or shrub with one of like size and type when possible.

21. No signs, except small name signs approved by the Architectural Committee, shall be placed, erected or displayed on any lot.

22. 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.

23. No immoral, improper, offensive or unlawful use shall be made of any lot, dwelling house or other improvement and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

24. All exteriors of buildings, outbuildings or fences and all exterior surfaces of any type, quality or nature shall be covered in uniform, soft colors. All colors of exterior surfaces shall be subject to approval of the Architectural Committee.

25. Whenever the Association is permitted or required by the covenants to enter any lot for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed as trespass.

#### PARAGRAPH V

#### PROPERTY OWNERS ASSOCIATION

There shall be created and established a non-profit Florida corporation known as CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "Association". A copy of the Articles of Incorporation and By-laws of the Association are attached hereto as Exhibits A and B, respectively, and made a part hereof.

PARAGRAPH VI  
PURPOSES AND MEMBERSHIP OF THE ASSOCIATION

The purposes of the Association shall be all of the purposes set forth in Paragraph II hereof, and all of the purposes set forth in Article III of the Articles of Incorporation of the Association. The Association shall provide an entity for the execution, performance, administration and enforcement of all of the terms and conditions of this Declaration. Each owner of a lot shall, by virtue of such ownership, be a member of the Association and by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner accepts such membership and acknowledges the authority of the Association to act as provided herein and as provided in Exhibits A and B attached hereto. All present lot owners other than declarant who desire the benefits of this Association shall execute an agreement to join the Association and to be bound by its By-laws and this Declaration and to submit their property to the covenants, restrictions and reservations herein set forth. Said agreement shall be in recordable form.

PARAGRAPH VII  
FEEs, DUES, CHARGES AND ASSESSMENTS

The Declarant hereby covenants, creates and establishes and each owner of any lot or property described in Paragraph I hereof, and such additional land as may from time to time be submitted to the provisions of this Declaration, by acceptance of a deed or instrument of conveyance or the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following charges and assessments:

1. An annual assessment of charge for the purpose of operating the Association and accomplishing any and all of its purposes, including maintenance of Association property. Such assessments shall be in equal amounts against the owners of each lot.
2. Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the owners of each lot.
3. Charges incurred in connection with the enforcement of any of the terms and conditions hereof.
4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the owners of each lot.

PARAGRAPH VIII  
PROCEDURES FOR THE ESTABLISHMENT OF  
CHARGES AND ASSESSMENTS

The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the Articles of Incorporation and By-laws of the Association and the following procedures:

1. Annual assessments against the owners of all of the lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each lot owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.
2. Special assessments against the owners of all of the lots

and all other fees, dues, and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

3. No assessment or assessments in the aggregate, either annual or special, shall exceed \$100.00 per lot, per year unless any additional amount to be assessed is first recommended by a majority of the Board of Directors and then approved by a majority of the members of the Association in either annual or special meeting duly convened in accordance with the By-laws of the Association.

4. Charges accruing against individual lots by reason of the enforcement of the terms and conditions of this Declaration, the Articles of Incorporation or the By-laws shall bear a reasonable relationship to the costs to the Association in correcting any deficiency, but may include a charge for overhead and interest. Such charges shall be determined by the Board of Directors.

5. The Association shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. The Association shall, upon demand, furnish an owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

#### PARAGRAPH IX

##### ENFORCEMENT OF ALL ASSESSMENTS AND CREATION OF LIENS

The collection of all assessments and creation of liens shall be in accordance with the following provisions:

A. If fees, dues, charges or assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, attorneys' fees and all costs of collection, be and become a continuing lien and charge on the lot or lots owned by the member of the Association. Such liens shall bind all such property in the hands of the lot owner, his heirs, devisees, personal representatives, successors and/or assigns.

B. If the sums due are not paid within thirty (30) days after the delinquency date, they shall bear interest from the date of delinquency at the highest rate of interest which may be lawfully charged to individuals, and the Association may bring an action to foreclose the lien against the property in like manner as the foreclosure of mortgage on real property, and there shall be added to the amount due in addition to the interest hereinabove set forth, all cost of collection and/or appeal and all attorneys' fees incurred by the Association in connection with the collection and/or appeal. The judgment shall include all of said sums.

#### PARAGRAPH X

##### SUBORDINATION OF LIENS TO MORTGAGES

The liens for all fees, dues, charges and assessments

provided herein, shall be subordinate to the lien of any bona fide first mortgage, excluding purchase money mortgages, now or hereafter placed on any lot; provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of a foreclosure. No sale, transfer, or conveyance of any kind shall relieve any lot owner from the liability for any fees, dues, charges or assessments thereafter becoming due or the lien of any such sums.

PARAGRAPH XI

RESPONSIBILITY OF ASSOCIATION

The Association shall, subject to all of the further terms and conditions hereof, maintain, preserve, repair and regulate the following:

- (1) Enforce all deed restrictions in the development.
- (2) Improve and maintain streets and dedicated rights-of-way within the development including lighting thereof.
- (3) Operate and maintain any storm drains now or hereafter constructed in the development other than those directly controlled by state, county or municipal authority.
- (4) Maintain parkways.
- (5) Collection of rubbish and debris and elimination of fire hazards.
- (6) Do all other things necessary or desirable, in the discretion of the Board of Directors, to provide an esthetically pleasing community within the development.
- (7) Exercise all powers granted by this Declaration, the Articles of Incorporation, and By-laws for the general welfare of the owners and occupants of lands included in the development.

PARAGRAPH XII

PERFORMANCE OF RESPONSIBILITY OF ASSOCIATION

The Association shall perform all of its responsibilities, including those set forth in Paragraph XI above, in such manner and at times as the Board of Directors of the Association shall determine. The Board may take such action as shall be necessary or appropriate to accomplish all of such responsibilities, including without limitation, all of the following:

- A. The Board may employ a property manager to administer the affairs of the Association and may delegate and assign to such property manager such duties, responsibilities and functions as the Board shall see fit. The property manager shall be responsible and shall report to the Board.
- B. The Board may employ or may authorize the property manager to employ attorneys, accountants, bookkeepers, mechanics, security guards, gardeners, janitors, laborers and such other



personnel as shall be necessary to carry out all the responsibilities of the Association.

C. The Board may purchase, lease or acquire, or may authorize the property manager to purchase, lease or acquire such personal property as may be necessary to perform all responsibilities of the Association. Such equipment may include, without limitation, such office and bookkeeping equipment as shall be necessary to maintain records and accounts of all funds of the Association and may include vehicles, equipment, tools and supplies.

D. The Board may, or may authorize the property manager to, enter into all contracts and agreements which shall be necessary, appropriate or convenient to the accomplishment of any of the responsibilities of the Association.

#### PARAGRAPH XIII

##### APPROVAL OF PLANS AND LOCATION OF STRUCTURES

1. No building, outbuilding, garage, fence, wall, including hedges used as a wall, retaining wall, swimming pool, tennis court, guest suite, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof be made, unless prior to the commencement of any construction, excavation, or other work, a complete set of plans and specifications therefor, including front, side and rear elevations and floor plans for each floor and basement, and also indicating exterior colors to be used on all exterior surfaces of buildings, outbuildings and fences and landscaping plans, shall have been first submitted in writing for approval, and approved in writing by an Architectural Committee.

2. The Architectural Committee shall approve only those plans and specifications which shall meet the minimum standards required by the building code of Palm Beach County, Florida, and as revised and amended from time to time.

3. The Committee shall encourage innovative design in plans and shall be empowered to waive any condition of the minimum standards set forth in Paragraph IV hereof if, in the opinion of the Committee, such waiver will foster or encourage innovative design in plan of the structure.

4. Approval of plans and specifications by the Architectural Committee shall be endorsed on said plans and specifications, and shall forthwith be returned by the Architectural Committee to the person submitting the same.

5. The approval of the Architectural Committee of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

6. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, including hedges used as a wall, retaining wall, or other structure of any kind shall be erected,

constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed, or altered in conformity with the plans and specifications heretofore approved by the Architectural Committee or its duly appointed agent. If any building, outbuilding, garage, fence, wall, including hedges used as a wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property other than in accordance with the plans and specifications therefor, approved by the Architectural Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee ever having been obtained as required by this Declaration.

7. After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Paragraph XIII, unless notice to the contrary shall have been delivered to the lot owner. Declarant and the Association reserve the right, upon giving such notice, to commence legal proceedings to enforce such compliance.

8. In the event that the Architectural Committee shall fail, for a period of thirty (30) days, to approve or disapprove any plans or specifications submitted to it for approval, the same shall be deemed to have been approved.

9. Any agent or member of the Architectural Committee may, at any reasonable time, enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes, or easements is occurring or has occurred.

#### PARAGRAPH XIV

##### STREETS, EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND ADDITIONAL RESTRICTIONS

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

2. No dwelling house, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained upon any easement, reservation, or right-of-way, and such easements, reservations or rights-of-way shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such public utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and rights-of-way are reserved or may hereafter be reserved.

#### PARAGRAPH XV

##### SCOPE AND DURATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property for the direct benefit thereof and the owners thereof as part of the general plan of development, improvement, building and maintenance of said property.

Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale, or agreement of purchase, accepts the same subject to the provisions of this Declaration and agrees to be bound by each such covenant, condition and restriction contained herein. Said covenants, conditions and restrictions shall run with the land and continue to be in full force and effect.

PARAGRAPH XVI

RIGHT TO MODIFY

The Declarant hereby expressly reserves the right in its absolute discretion, at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements and provisions contained herein as to any lot or part of the lands described in Paragraph I hereinabove by written agreement between the Declarant, the Declarant's heirs, representatives, successors and assigns, and the then owner or owners of any adjacent premises or lots described in said Paragraph I, without the approval of any other lot owner.

All instruments executed for the purposes of annulling, waiving, changing, enlarging or modifying any of the covenants, agreements, provisions, conditions and restrictions of this instrument shall be recorded.

PARAGRAPH XVII

GENERAL PROVISIONS

The Declarant herein shall have the right to construe and interpret any of the covenants, restrictions and reservations herein contained, and Declarant's construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions.

PARAGRAPH XVIII

VIOLATION OF COVENANTS, RESTRICTIONS,  
RESERVATIONS, SERVITUDES AND EASEMENTS

A breach or violation of any of the covenants, restrictions reservations, servitudes and easements shall give to the Declarant and to the Architectural Committee and to the Association, jointly and severally, the right to immediate entry upon the property on which said violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Committee or the Association shall not be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions,

reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

PARAGRAPH XIX

RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Architectural Committee, the Association, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns; failure by the Declarant, the Architectural Committee, the Association, or by the owner or owners of any portion of said property or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise provided herein.

PARAGRAPH XX

MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit or describe the scope and intent of that particular section or paragraph to which they refer.

PARAGRAPH XXI

THE VARIOUS PARTS OF THIS DECLARATION  
ARE SEVERABLE

In the event of any clause, subdivision, term, provision or part of this Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or clauses of this Declaration are hereby declared to be severable and independent of each other.

IN WITNESS WHEREOF, WEAVER DEVELOPMENT CORPORATION, a Florida corporation, has executed this Declaration under seal, this 10th day of October, 1979.

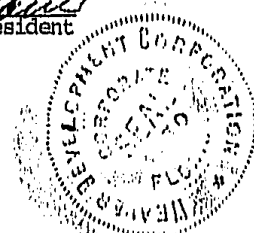
Signed, sealed and delivered in the presence of:

WEAVER DEVELOPMENT CORPORATION

Hail A. Hemsher  
W. Weaver

By Malvin E. Weaver  
Malvin E. Weaver, President

(CORPORATE SEAL)



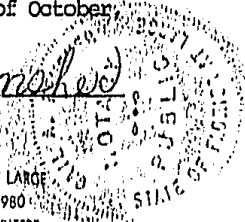
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared MELVIN E. WEAVER, President of WEAVER DEVELOPMENT CORPORATION, a Florida corporation, to me well known and known to be the person described in and who executed the foregoing as such officer, and acknowledged before me that he executed the same freely and voluntarily on behalf of said corporation for the purposes therein expressed, and that he affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal, this 10th day of October, 1979.

Hail A. Hemsher  
Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 18 1980  
BONDED THRU GENERAL INS. UNDERWRITERS



Notarized copy