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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CYPRESS POINTE

THIS DECLARATION, made on this 2nd day of May, 1984, by RSP VENTURES, Inc., a Florida Corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Gainesville, Alachua County, Florida, which is more particularly described on Exhibit "A" attached, and

WHEREAS, Declarant intends to use said property to construct single family attached housing units in accordance with the site plan approved by the Alachua County Planning Authorities,

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to CYPRESS POINTE COMMUNITY ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida.

"Properties" shall mean and refer to the real property the subject of this declaration.

"Common Properties" shall be that portion of the properties designated by Declarant which shall be used in common with all unit Owners.

"Commons Lot" shall be that portion of the Properties designated by the Declarant upon which a building containing single family attached units is constructed or is to be constructed.

"Building Site" shall refer to that portion of the Properties within a Commons Lot upon which a building is located.

"Unit" shall refer to a single family attached dwelling constructed or to be constructed on a Commons Lot.

"Owner" shall mean the record title holder of a Unit.

"Declarant" shall mean and refer to RSP VENTURES, INC. or its successors and or assigns.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT AND MAINTENANCE

Section 1. ESTABLISHMENT OF COMMON PROPERTIES:

Declarant shall establish and convey a portion of the Properties to the Association to hold for the common use and benefit of all Unit Owners, which use shall include, but not be limited to, ingress and egress to Commons Lots and Units. Declarant may add portions of the Properties to the Common Properties as construction of Units progress.

Section 2. ESTABLISHMENT OF COMMONS LOT AND UNIT BOUNDARIES:

Each building containing single, family attached housing units shall be within a separate Commons Lot which shall be established by Declarant and conveyed to the Association to hold for the use and benefit of the Owners of Units within the Properties. The legal description for the Building Site and of each Unit within the building shall be established by a registered Florida Land Surveyor after construction has progressed on such Building Site and each Unit to the point that the boundaries may be located with certainty. The boundary of each Unit shall be the outside edge of the exterior wall of each Unit and the center of any wall shared in common with another Unit. Should there be a courtyard appurtenant to a Unit, the outside edge of the courtyard wall shall be the boundary of the Unit. Unit Boundaries shall be platted in accordance with the requirements of local governing authority prior to conveyance of a Unit. The Commons Lot appurtenant to each building shall be established and conveyed by Declarant to the Association prior to the conveyance of title to any Unit within the Commons Lot.

Section 3. MAINTENANCE:

The Association shall maintain the Common Properties; the Commons Lots; the load bearing structure, roof, courtyard walls and exterior walls of each building as originally constructed or as modified by the Association, and all paving and landscaping. Each Owner shall maintain the interior of their Unit including all interior wall surfaces, ceilings and floors; any improvements added after original construction if such are approved by the Association pursuant to this Declaration; and all plumbing, sewerage and electrical service to the Unit except in the case such plumbing, sewerage or electrical service serves more than one Unit, in which case repairs and maintenance shall be the responsibility of the Association.

Section 4. USE OF COMMONS LOT:

Each Commons Lot shall be primarily for the exclusive use and benefit of all of the Owners of Units within a particular Commons Lot unless otherwise designated by the Association. The Association may declare certain areas within the Commons Lot such as stoops, porches, balconies and patios or similar structures which are appurtenant to a Unit for the exclusive use of the Unit Owner to which such area is appurtenant. The Association may also designate particular parking spaces for the exclusive use of a Unit Owner.

Section 5. EASEMENTS FOR ENCROACHMENTS, UTILITIES AND REPAIR:

The Association and each Owner shall have an easement for encroachments resulting from construction or re-construction of Units over and upon the Commons Lot and adjoining Units and an easement over and upon other Units in the same building for such wires, conduits, pipes, ducts and other devices as constructed or re-constructed to serve Units within each Building Site together with the right of entry at reasonable times and upon reasonable notice to effect necessary reconstruction, repairs and/or maintenance in accordance with the requirements of this Declaration. Any damage caused by exercise of such easement or right of entry shall be immediately repaired at the expense of the party causing such damage.

Section 6. INSURANCE:

The Association shall procure and maintain fire and casualty insurance on each building including that portion of the building which is the responsibility of the Unit Owners to maintain in such amounts and with such coverage as determined by the Association. The Association may acquire such other insurance coverage as the Association determines desirable. Each record Owner of a Unit and holders of mortgage interests on such Units may be named as an insured on any policy of insurance procured by the Association.

Section 7. ASSESSMENTS FOR OPERATION, MAINTENANCE AND RESERVES:

The Association shall determine a budget for operation of the Association which may include assessments for the Planned Unit Development of which the Properties are a part, a reserve for roof and paving replacement and a reserve to repair and refinish the exterior of the buildings.

Section 8. PAYMENT OF ASSESSMENTS; COMMENCEMENT OF PAYMENT:

Assessments shall be paid monthly on the first day of each month with the first two monthly installments payable in advance and monthly installments continuing on the first day of each month thereafter. The initial assessment shall be paid by all Unit Owners within a building upon the conveyance of title to the first Unit Owner other than Declarant.

ARTICLE III

ASSOCIATION; FUNCTION, MEMBERSHIP, VOTING

Section 1. NON-PROFIT CORPORATION:

CYPRESS POINTE COMMUNITY ASSOCIATION, INC. is a non-profit Florida Corporation organized for the purpose of promoting the health, safety and welfare of the residents and Owners of the Properties the subject of this Declaration and promoting the value thereof. The Association shall hold title to the Commons Lots and Common Properties including any recreational facilities constructed thereon for the use and benefit of all Unit Owners and members of the Association. The Association shall further maintain

hazard insurance on improvements, maintain common areas and landscaping, maintain any recreational facilities, maintain the roof, load bearing walls and exterior surfaces of buildings, establish and enforce rules and regulations for use of the Properties and improvements, establish a budget, make and collect assessments, grant easements regarding property held by the Association, and take such further action as may be required to further the purposes of the Association for the use and benefit of the Owners and Declarant.

Section 2. MEMBERSHIP:

Declarant, for the period of time that Declarant owns any of the Properties, the subject of this Declaration, and every other person or entity, including Declarant, who owns a present vested possessory interest in the fee simple title to a Unit the subject of this Declaration, shall be a member of the Association upon recording of a deed of conveyance in such Unit among the public records of Alachua County, Florida. Membership of Unit Owners shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise.

Section 3. VOTING RIGHTS:

Exclusive voting rights in the Association shall be held by the Declarant, its successors or assigns until the first to occur of the following events, at which time voting rights shall inure to every member owning a Unit subject to assessment under this Declaration on the basis of one vote per Unit, to-wit:

1. January 1, 1988; or
2. Upon conveyance of 40 Units to persons or entities other than Declarant excluding persons or entities holding a Unit for sale as a new Unit; or
3. Upon voluntary transfer of voting rights by Declarant.

Should more than one Owner own a Unit, the vote for such Unit may be cast in any manner such Owners see fit, however, no more than one vote shall be cast per Unit. In case of multiple Unit ownership, a majority of the Owners of the Unit must designate in writing the person authorized to cast the vote for such Unit.

Section 4. MANAGEMENT OF THE ASSOCIATION:

Exclusive management of the Association shall be vested in the Declarant until voting rights inure to the members as set forth above. Upon vesting of voting rights, management shall be vested in a Board of Directors which Board shall consist of no fewer than three members nor more than nine members, the exact number to be determined by majority vote of the members of the Association. The Declarant, during its period of management, and the Board of Directors upon being duly elected, shall manage all of the affairs, policies, regulations and property of the Association, and shall have the power to promulgate and enforce reasonable uniform rules and regulations for the general control, management and operation of the Association for the purposes set forth in this Declaration and in the charter and by-laws of the Association.

Section 5. RESTRICTIONS DURING PERIOD OF MANAGEMENT BY DECLARANT:

During the period of time exclusive voting rights

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are held by the Declarant, the Declarant shall not adopt a budget nor make an assessment in excess of \$50.00 per month, except for special assessments that may be required for extraordinary repairs and/or maintenance. Should funds collected by Declarant create a surplus, such surplus shall be held for the use and benefit of the Unit Owners. Declarant shall pay the cost of any deficit resulting from operations during Declarant's period of control.

ARTICLE IV

PROPERTY RIGHTS IN COMMON AREAS

Section 1. OWNERS' EASEMENT OF EGRESS AND INGRESS:

All Unit Owners shall have a non-exclusive easement of ingress and egress over the Common Properties as such are established by the Declarant. Such easement shall be appurtenant to and shall pass with the conveyance of each Unit whether specified in the conveyance or not.

Section 2. OWNERS' EASEMENTS OF ENJOYMENT:

The Owner of a Unit shall have a perpetual non-exclusive right and easement of enjoyment in and to the Commons Lot in which such Unit is located, and recreational facilities upon the Common Properties and such easements shall be appurtenant to and shall pass with the title to every Unit whether specified in the conveyance or not. Such easements shall not be sold, mortgaged, or otherwise dealt with except as an appurtenance to ownership of a Unit. Each easement of enjoyment shall be subject to the right of the Association to suspend an Owner's right of enjoyment during the period of delinquency of payment of assessments or for violation of Association rules after notice of interest to suspend such enjoyment is given. In no event shall an Owner's right of ingress and egress be suspended.

Section 3. EXCLUSIVE RIGHTS TO DESIGNATED PARKING SPACES:

The Declarant may designate the number of parking spaces that shall be appurtenant to the ownership of each Unit for the exclusive use of the owners of such Unit upon the conveyance of title to the first purchaser of each Unit. The Association shall have the right to assign particular parking spaces equal to the designated number for use by the Unit Owner, reserving the right to change the assignment of spaces from time to time in order to maintain an overall convenient parking plan for all Unit Owners. Should more than two parking spaces be designated as appurtenant to a Unit, the number of parking spaces in excess of two per unit appurtenant to Unit ownership may be assigned by the owners of the Unit to which they are appurtenant by written notice of such assignment signed by all of such Owners as shown on the records of the Association, provided however, that at least two parking spaces shall be designated for each Unit at all times.

Section 4. CONDEMNATION OF COMMON PROPERTIES:

In the event all or any portion of the Common Properties should be condemned and taken by public authority having the power of eminent domain, all proceeds resulting from such condemnation shall be paid to and held by the Association to restore improvements on the Common Properties, if such is desirable, with the balance of

which lien shall state the description of the Unit, the name of the record Owner thereof, the amount due and the date when due. The lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to receive a recordable satisfaction of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

Section 2. PURPOSE OF ASSESSMENTS:

The assessments levied by the Association shall be used exclusively for payment of operating expenses of the Association, including but not limited to management fees or salaries, legal and accounting fees; beautification of access ways, streets and easements areas; performance of the duties of the Association as set forth in this Declaration; and for such other things necessary or desirable to promote the recreation, health, safety and welfare of the residents and Owners of Units subject to this Declaration.

Section 3. AMOUNT OF ASSESSMENTS:

The Association shall determine the amount and manner of regular assessments by ~~majority vote in advance for each fiscal year and the budgets shall project~~ anticipated income and estimated expenses in sufficient detail to show separate estimates for fire and extended coverage and vandalism and malicious mischief insurance for the Units and the Commons Lots, public liability insurance for the Common Properties and Common Lots, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve, and any other items which the Board deems proper. Failure of the Board to include any item in the regular budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary herein contained notwithstanding, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the assessment been made if the Board determines that additional monies will be required in order to fund and pay for any expenses otherwise properly included within the annual assessment. Such assessment shall include the amount estimated by the Board to be sufficient for the fulfilling of the Association's obligation for current maintenance and repair of Units, plus a reasonable reserve for roof replacement, building painting and pavement resurfacing based upon the estimated life and estimated replacement cost of each item, unless such reserve is waived by a vote of the majority of Owners present at a duly called meeting of the Association, and shall include sums estimated by the Board to be sufficient to pay for all other expenses and obligations of the Association.

Section 4. SPECIAL ASSESSMENTS:

In addition to the regular assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed one-half (1/2) of the current regular assessment except upon a majority vote of all interests voting at a meeting duly called of members of the Association who are subject to such special assessment.

proceeds, if any, held for the use and benefit of Unit Owners in an equitable manner.

Section 5. CONDEMNATION OF COMMONS LOTS OR BUILDINGS:

In the event all or any portion of a Commons Lot or building should be condemned and taken by public authority having the power of eminent domain, all proceeds resulting from such condemnation shall be paid to and held by the Association for the use and benefit of the Owners of Units within such Commons Lot or building. All such condemnation proceeds shall be utilized to restore the Commons Lot or building to the condition existing prior to such condemnation, insofar as may be desirable. In the event the Association should fail to use any portion of the proceeds to restore the Commons Lot or building such condemnation proceeds shall be held for the benefit of or be distributed to the Owners of Units within the condemned Commons Lot or building in an equitable manner.

Section 6. WAIVER OF PARTITION:

The Declarant, and each subsequent Owner of any interest in the Common Properties, a Commons Lot, or a Unit, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Commons Lot or Common Properties until this residential community project is terminated according to the provisions hereof or by law. Any Owner may freely convey an interest in a Unit subject to the provisions of this Declaration.

Section 7. FURTHER EASEMENTS:

The Declarant hereby reserves, and each conveyance of a Common Properties or Commons Lot shall be deemed to authorize the Association, without joinder of Unit Owners, the right to grant further easements to Unit Owners for ingress, egress, and recreation, and to grant easements for utilities services and drainage over the Common Properties or Commons Lot to serve the Units and adjoining Commons Lots and Units.

ARTICLE V

ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

The Declarant, for each Unit constructed within the Properties, hereby covenants, and each Owner of any Unit, 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) regular assessments or charges; and (2) special assessments for capital improvements or extraordinary repairs; such assessments to be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs, and reasonable attorney's 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 attorney's fees, shall also be the personal joint and several obligation of the Owners of the Unit assessed at the time when the assessment fell due. The Association may give record notice of an assessment lien by recording a claim of lien signed and verified by an officer or managing agent of the Association in the Public Records of Alachua County

Section 5. RATE OF ASSESSMENT:

All annual and special assessments shall be levied by the Association in an equitable manner, and may take into account such factors as the size of the Unit, intensity of use, and other factors which would influence the fair allocation of expenses among the Owners of the Units subject to assessment, however the Association may, in its sole discretion, determine that regular or special assessments shall be on an equal basis among all Units subject to the assessment without regard to such factors.

Section 6. DELINQUENT ASSESSMENTS:

If any assessment or installment thereof is not paid on or before ten (10) days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon at a rate established by the Association not to exceed the highest rate allowed by law, and costs of collection thereof, including a reasonable attorney's fee, thereupon become a continuing lien on the Unit. The personal obligation of the then Owner to pay such assessment, shall remain his personal obligation for the statutory period, notwithstanding that title to the Unit may be transferred to another with the lien still remaining thereon. If an installment or assessment is not paid within thirty (30) days after the date when due, the Association shall have the right at any time thereafter to declare the entire balance of such assessment (including installments on the assessment which have not yet become payable) immediately due and payable, and the entire assessment shall bear interest from the date of delinquency at the rate aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Unit in the manner and method provided in this Article. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if in the best interest of the Association.

Section 6. CERTIFICATE OF PAYMENT:

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment a certificate in writing and in such recordable form signed by an officer of the Association, setting forth whether such assessment has been paid, and if not, the amount thereof. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If such certificate is not provided to an Owner within thirty (30) days after written demand therefor is made, then all assessments, liens and charges shall be presumed conclusively to have been paid.

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for shall be junior and subordinate to the lien of any institutional mortgage (whenever used herein, the term "institutional mortgage" shall include mortgages held by banks, life insurance companies, savings and loan associations, mortgage companies, real estate investment trusts, and other similar lending institutions or mortgage eligible for sale on the secondary market) now or hereafter placed upon any portion of the Properties subject to assessment. Sale or transfer of any Unit shall not affect the assessment lien. Provided, however, that upon the sale or transfer of title to a Unit pursuant to the foreclosure of an institutional mortgage, or

any proceeding or conveyance in lieu of the foreclosure of such an institutional mortgage, the person who acquires title to the Unit shall not be liable for the share of assessments which became due prior to such acquisition of title as a result of foreclosure. Such unpaid assessment shall be deemed to be a common expense of the Association, collectible from all other Unit Owners, including the person who acquired title to the Unit. Such acquirer of title to the Unit, including the holder of the institutional mortgage, shall be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Unit.

ARTICLE VI

ASSOCIATION FEES

The Association may charge a reasonable fee to a Unit Owner to cover administrative costs when furnishing written statements of status of assessments; upon transfer of ownership of a Unit; or upon providing similar administrative services exclusively for the benefit of an Owner of an individual Unit.

ARTICLE VII

MAINTENANCE ENFORCEMENT

Section 1. NON-COMPLIANCE BY OWNERS:

In the event the Owner of a Unit fails to maintain it as required herein, or causes damage to any part of the Unit which the Association is required to maintain, or makes any structural addition or alteration without the required written consent, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special assessment against the Owner of a Unit and the Unit itself for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors in order to enforce compliance with the provisions hereof.

Section 2. NON-COMPLIANCE BY ASSOCIATION:

In the event the Association fails to maintain the Commons Lot or any Unit in accordance with its obligations hereunder, any Owner of any interest in a Unit, or holder of an institutional first mortgage on a Unit shall have then the right to seek specific performance in a court of equity to compel the Association to do so, or in the event of emergency repairs needed to utilities, alls, etc., the Owner of an interest in any Unit may give the Association twenty-four (24) hours notice to repair same, and if such repair has not been commenced and diligently attempted within such time said Owner may proceed to contract in his own name to make such repairs, and the Association shall be obligated to reimburse said Owner for the reasonable value of the repairs which are necessary and for which the Association has financial responsibility.

Section 3. CONTRACTS FOR MAINTENANCE:

The Association may enter into a contract with any firm, person, or corporation for the maintenance and repair of the Common Lots and the Units, in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of the obligation to see that such repair and maintenance are accomplished.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. IMPROVEMENTS AND ALTERATIONS:

Except for purposes of proper maintenance and repairs, or as otherwise provided in this Declaration, no building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon The Properties, nor shall any addition to or change or alteration to the exterior thereof be made unless approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the design concept for The Properties by an Architectural Control Committee.

Section 2. ARCHITECTURAL CONTROL COMMITTEE:

The initial Architectural Control Committee shall be composed of the directors of RSP Ventures, Inc., who shall constitute the Architectural Control Committee until the initial Architectural Control Committee assigns and transfers its powers and obligations to the Community Association. Thereafter, the officers of the Association shall constitute the Architectural Control Committee.

Section 3. RULES AND REGULATIONS:

The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

Section 4. ENFORCEMENT; RIGHT TO REMOVE OR CORRECT VIOLATIONS:

In the event any building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, moved or maintained upon The Properties, otherwise than in accordance with the provisions and requirements of this Declaration, then the same shall be considered to have been undertaken in violation of this Declaration, and, upon written notice from the Architectural Control Committee such building, fence, wall or other structure or improvement shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days notice of such violation delivered to the Owner of the Unit where such violation exists, then the Association shall have the right, through its agents and employees, to secure enforcement as provided in Article VII hereof. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Unit; and neither the Association nor any such agent or employee shall be deemed

to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX

OBLIGATIONS OF ASSOCIATION AND OWNERS; RESTRICTIVE COVENANTS; PARTY WALLS

Section 1. OBLIGATIONS OF ASSOCIATION:

The Association shall have the power and authority to and shall promptly perform all duties and obligations imposed upon the Association by the terms of this Declaration.

Section 2. OBLIGATIONS OF OWNERS:

Every Owner of an interest in a Unit shall (in addition to other obligations and duties set out herein):

1. Promptly pay all assessments levied by the Association.
2. Maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, and floors) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with this Declaration, except for changes or alterations approved in writing by the Association.
3. Not use or permit the use of his Unit for any purpose other than as a single family residence and maintain his Unit in a clean and sanitary manner.
4. Not make or cause to be made any structural addition or alteration to his Unit or to the Commons Lot without written consent of the Association.
5. Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Commons Lot, or which will obstruct or interfere with the rights of other Members or annoy them by unreasonable noises or otherwise; nor shall a Member commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Commons Lot or Common Properties.
6. Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of Common Properties, Units and the Commons Lot which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through or under him do likewise.
7. Allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the Unit or the Commons Lot, or, in the case of an emergency threatening Units or the Commons Lot, to determine compliance with these covenants and restrictions and the By-Laws of the Association and to take such reasonable action as may be necessary to cure the emergency.
8. Pay for all plumbing and electrical repairs within a Unit and for the maintenance, repair, and replacement of any air conditioning and heating compressor facility, and any other facility for the furnishing of the utility services, which is intended only for the purpose of furnishing such utility service to an individual Unit.

9. Not permit or suffer anything to be done or kept in his Unit which will cause structural stress or damage to his Unit or any other Unit, including party walls.

10. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of another Unit, (i.e. to repair or replace electrical wiring, plumbing or air conditioning refrigeration lines running beneath the floor or within the walls of attached Units), the Owner of each Unit shall permit other Owners or their representatives, or the duly constituted authorized agents of the Association, to enter such Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice. The Owner of any Unit for whose benefit such other Unit is entered shall be responsible and liable to the Owner of such entered Unit to leave the Unit in the condition it was prior to such entry.

11. Each Owner shall permit the provider of any public or quasi-public utilities to locate meters, junction boxes, control panels or other similar external apparatus on the exterior wall of a Unit for the benefit of to other Units whenever it is deemed necessary or desirable by such provider.

Section 3. RESTRICTIVE COVENANTS:

The use of the Properties shall at all times conform to the following restrictive covenants:

1. RESIDENTIAL USE: All Units shall be used for private residential purposes only, and no trade or business of any kind may be carried on thereon. Lease or rental of a Unit shall not be a violation of this covenant.

2. INDEMNITY FOR DAMAGE: Nothing shall be done on or kept in any Unit or on the Commons Lot, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of the Commons Lot or any part thereof, or of any part of any Unit which the Association is required to maintain, shall be committed by any Owner or any invitee of any Owner, and each such Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees to the Association or other Owners.

3. NOXIOUS ACTIVITIES: Except for the activities of the Declarant during original construction or except with the prior written approval of the Association, no noxious or offense trade or activity shall be carried on upon or within the Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood. No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on The Properties.

4. SIGNS: No signs of any kind shall be displayed to the public view on the Properties without the prior written consent of the Association.

5. PARKING: Should off street parking spaces be assigned to a Unit by the Association, no Owner, nor such Owner's guests or invitees, may occupy any parking space assigned to another Unit. No automobile, truck, trailer, boat or other vehicle, may be parked or stored on The

Properties unless such vehicle is less than eighteen feet in length and, in the case of all boats and vehicles other than automobiles, is approved for parking by the Architectural Control Committee.

6. REPAIRS OR RESTORATION: No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicle shall be permitted on The Properties except for emergency repairs thereto and then only to the extent necessary to enable movement of such vehicle to a proper repair facility.

7. T.V. AND RADIO ANTENNAE: Unless approved in writing by the Association, no masts, towers, poles, or radio or television antennae shall be erected, constructed or maintained on or in any Unit in such a manner as to be visible from the outside of such Unit. The Association shall be permitted to erect one television antenna on each building of attached Units or one television antenna tower on the Common Properties for the purpose of operating a television cable company to serve Owners of Units.

8. TRASH AND GARBAGE: Trash and garbage shall be deposited in common containers provided by the Association. In the event the Association elects not to provide common containers, no trash and garbage containers shall be permitted to remain in public view except on days of trash collection for a period not to exceed twenty-four hours. No incinerators shall be kept or maintained upon The Properties. All outdoor trash containers (when permitted) shall have lids which can be secured against common animals.

9. ANIMALS: No animals of any kind shall be raised, bred or kept on The Properties, except that one the owners of each Unit may keep one pet, which pet may be a dog, cat or other household pet, not larger than forty (40) pounds unless approved by the Association. Any pet kept in a Unit shall be subject to rules and regulations adopted by the Association. Pets shall be attended at all times and shall be registered, licensed and innoculated as from time to time required by law. No animal may be caged, tied or otherwise kept on any porch, patio, balcony, deck, Limited Common Property, Common Property or otherwise outside of any Unit, unless such animal is on a leash and attended by the Owner.

10. MAILBOXES: Mailboxes shall be placed only in areas designated for that purpose, and shall be of uniform design as provided by the United States Postal Service. No newspaper tubes or other non-uniform receptacle shall be permitted without the express consent of the Architectural Control committee.

11. WINDOW COVERINGS: Within thirty (30) days after taking possession of any Unit, the Owner shall cause all windows to be furnished with draperies having a white backing or lining or with venetian blinds for the purpose of providing a uniform appearance to the outside of the Unit. No reflective or other unattractive window coverings visible from the exterior of any Unit shall be permitted.

Section 4. PARTY WALLS:

Walls which are built as a part of the original construction of the Units and placed on the dividing lines between the Units shall constitute party walls, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Should

maintenance of a party wall be all or part thereof the responsibility of the Association in accordance with this Declaration, the Association shall have all of the rights of an Owner affected by use of such party wall.

ARTICLE X

TERMINATION

Section 1. TERMINATION UPON TOTAL LOSS:

Should there be a total loss to all buildings within a Commons Lot so that total reconstruction is required to restore the improvements, the Owners of Units within said buildings may, by majority vote, elect to withdraw the Units and appurtenant Commons Lot from the provisions of the Declaration, provided consent to such withdrawal is given by holders of all mortgage liens of record against the Units and appurtenant Commons Lot, and provided further that such action is consented to by the Association. The Association may arbitrarily withhold consent or may condition consent upon assurances satisfactory to the Association that the Association will not suffer any loss because of such withdrawal.

Section 2. VOLUNTARY TERMINATION:

Should the Owners of all Units located within a Commons Lot unanimously elect to abandon the plan of development set forth in this Declaration as to their Units and the appurtenant Commons Lot and such action is consented to by all holders of record with respect to such Units and such action is approved by the Association, this development plan shall terminate as to those Units requesting such termination. The Association may arbitrarily withhold approval or condition approval upon assurances satisfactory to the Association that the Association will not suffer any loss because of such withdrawal.

Section 3. DISTRIBUTION OF PROPERTY UPON TERMINATION:

The insurance proceeds from a total loss of improvements pursuant to an election to terminate shall be paid to the Owners of the affected Units in such amounts as are unanimously approved by the Owners of such Units. Should the Owners fail to reach unanimous agreement, the proceeds shall be distributed in accordance with the order of a Court of Competent jurisdiction pursuant to an action brought by the Association or any affected Unit Owners to determine proper distribution of such funds. The costs of any such action, including reasonable attorney's fees may be deducted from such fund if so determined by the Court. The Commons Lot held by the Association as an appurtenance to the affected Units shall be conveyed by the Association to the Owners of the Unit by special warranty deed, such conveyance to be in equal undivided shares to the Owners of each Unit within the Commons Lot conveyed. Each such conveyance shall include an easement for ingress and egress, if such is necessary, over the Common Properties to the Commons Lot from the nearest dedicated public road, and may reserve such easements as the Association deems necessary to serve the Owners of all other Units. Upon such conveyance, the waiver of the right of partition shall thereupon be rescinded. Execution and delivery of a special warranty deed by the Association shall be sufficient evidence of compliance by the Association of all requirements prerequisite to any such conveyance.

ARTICLE XI

AMENDMENTS AND MODIFICATIONS

Section 1. AMENDMENT BY DECLARANT:

As long as the Declarant owns property the subject of this Declaration, the Declarant reserves and shall have the sole right (a) to amend this Declaration; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; (c) to release any building site or Commons Lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restrictions lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) to vacate and terminate the terms, conditions, obligations and liens created by this Declaration with respect to any Properties owned by Declarant (not including Commons Lots conveyed by deed to the Association) upon which there exists no substantially completed structure. As long as Declarant retains the right to amendment, the annexing of additional properties, the dedication of the Commons Lot to public uses, and the amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veteran's Administration if either holds any interest in a Unit.

Section 2. AMENDMENT BY OWNERS:

Except as to provisions relating to amendment and modification as set forth herein regarding certain specific items and the method of amending or altering same; any other provisions, covenants or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least eighty (80%) per cent of the Units in the Properties may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the public records of Alachua County, Florida, or Owners may propose amendments in whole or in part as set forth in the following paragraph, provided, however, that for so long as the Declarant shall own any Units or Properties subject to this Declaration for sale in the ordinary course of business any such amendment shall require the approval and joinder of the Declarant in order to become effective.

A proposed amendment may be instituted by the Declarant, the Association, or by petition signed by the owners of twenty of the Units. A written copy of a proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than sixty (60) days prior to a designated meeting to discuss and vote upon such particular amendment. Such notification shall contain the time and place of said meeting. The amendment, if passed by a majority vote of a quorum in attendance, shall contain a recitation that sufficient notice was given as above set forth, and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation and such amendment when an executed copy thereof is recorded in the Public Records of Alachua County, Florida.

D-11 1562 PAGE 2784

ARTICLE XII

REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or thereafter provided by law. The failure of the Declarant, its successors or assigns or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. In the event the Declarant or the Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Member shall be responsible for all costs and expenses incurred or paid by the Declarant or the Association in the prosecution of such proceeding, including reasonable attorney's fees, and the Declarant or Association shall be entitled to place a lien upon the property owned by such member, as provided in Article V hereof to secure payment of such sums, should the member fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

ARTICLE XIII

SPECIAL TAXING DISTRICT

No agency of government will be requested to assume maintenance of a Commons Lot; however, if for any reason it should become necessary that a public agency maintain such areas, or otherwise expend public funds, such costs shall be due and payable by individual Owners or Units within such Commons Lot, and, if unpaid, shall become liens on individuals Units.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1. ADDITIONAL COVENANTS AND RESTRICTIONS:

No Unit Owners, other than the Declarant, without the prior written approval of the Developer or the Community Association, once the turnover to it has occurred, may impose any additional covenants and restrictions upon any portion of The Properties.

Section 2. INVALIDATION:

The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

Section 3. DURATION:

The covenants, restrictions and provisions of this Declaration shall run with and bind the land in perpetuity

O.K. 1562 PAGE 2785

and shall inure to the benefit of the Declarant, the Owners, and their respective legal representatives, unless terminated in accordance with the terms hereof. Provided, however, that in the event that any court should hereafter determine that any provision herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose the measuring lives shall be those lives of the persons executing this Declaration on behalf of the Declarant.

Section 4. SECTION HEADINGS:

The section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 5. CONSTRUCTION AND INTERPRETATION:

The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

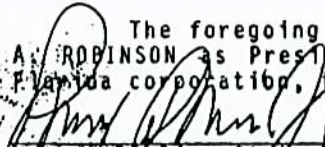



RSP VENTURES, INC.

By: 
As its President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged by THOMAS A. ROBINSON as President on behalf of RSP VENTURES, INC., a Florida corporation, this 2nd day of May 1984.


Notary Public, State of Florida at Large

My Commission expires:

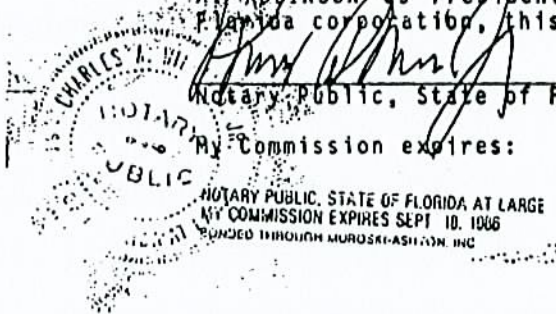


EXHIBIT "A" TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CYPRESS POINTE

A tract of land situated in Section 3, Township 10 South,
Range 19 East, Alachua County, Florida, said tract of land
being more particularly described as follows:

Commence at the S.W. corner of Said Section 3, and run
N. 00 degrees 02 minutes, 58 seconds W., along the West line
of said Section 3, a distance of 1973.22 feet; thence run S.
89 degrees 13 minutes 33 seconds E. 1293.73 feet; thence run
due East, 465.00 feet; thence run due South, 400.00 feet to
the Point of Beginning; thence run S. 78 degrees 00 minutes
00 seconds W., 850.25 feet to the Northeasterly right-of-way
line of S.W. 62nd Street; thence run Southeasterly along
said right-of-way line with a curve concave Southwesterly,
said curve having a central angle of 17 degrees 02 minutes
46 seconds, a radius of 1482.70 feet, an arc of 441.12 feet
and a chord of S. 44 degrees 06 minutes 44 seconds E.,
439.49 feet; thence run S. 35 degrees 35 minutes 21 seconds
E., along said right-of-way line, 192.00 feet; thence run N.
54 degrees 24 minutes 39 seconds E., 731.18 feet; thence run
N. 39 degrees 00 minutes 31 seconds W., 286.90 feet to the
Point of Beginning.

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

CYPRESS POINTE COMMUNITY ASSOCIATION, INC.

In order to form a corporation not for profit under and in accordance with the Statutes of the State of Florida, the undersigned hereby promulgate the following articles of incorporation for the purposes set forth:

ARTICLE I

The name of the Corporation shall be CYPRESS POINTE COMMUNITY ASSOCIATION, INC.

ARTICLE II

The Corporation shall become effective upon proper filing with the Secretary of State and shall exist perpetually or until otherwise dissolved in accordance with the laws of the State of Florida.

ARTICLE III

The purpose of this Corporation is to carry out the functions and duties of the "ASSOCIATION" as such are defined and set out in the Declaration of Covenants, Conditions and Restrictions for Cypress Pointe as such declaration is recorded in the Public Records of Alachua County, Florida and as such are amended from time to time in accordance with the provisions thereof.

ARTICLE IV

RSP VENTURES, INC., a Florida Corporation, the Declarant in the Declaration of Covenants, Conditions and Restrictions of Cypress Pointe as recorded in the Public records of Alachua County, and every other person or entity who owns a present vested possessory interest in the fee simple title to a Unit the subject of such Declaration shall be a member of the Corporation upon recording of a deed of conveyance in such Unit among the public records of Alachua County, Florida. Membership of Unit Owners shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise.

ARTICLE V

The initial principal office of the Corporation shall be 5200 Newberry Road, Suite D-5, Gainesville, Florida, 32607, and the name of the initial Resident Agent for service of process for the corporation at such address is Thomas A. Robinson.

ARTICLE VI

The affairs of this Corporation shall be managed by a Board of Directors, the number and qualifications of which shall be set forth in the by-laws of the corporation, which number shall not be less than three.

ARTICLE VII

The name and address of the subscriber to these Articles of Incorporation is Thomas A. Robinson, 5200 Newberry Road, Suite D-5, Gainesville, Florida, 32607.

ARTICLE VIII

The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles or the Declaration of Covenants, Conditions and Restrictions of Cypress Pointe as such are recorded in the Public Records of Alachua County, Florida and as such are amended from time to time.

ARTICLE IX

The By-Laws of the Corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws.

ARTICLE X

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, or any settlement thereof, whether or not he is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI

Voting rights in the Association shall be in accordance with the Declaration of Covenants, Conditions and Restriction for Cypress Pointe as such are recorded in the Public Records of Alachua County, Florida.

EXECUTED at Gainesville, Florida by the undersigned incorporator this 1 day of May, 1984.



THOMAS A. ROBINSON, Incorporator

ACCEPTANCE OF RESIDENT AGENT

The undersigned hereby accepts designation as Resident Agent for service of process for CYPRESS POINTE COMMUNITY ASSOCIATION, INC.



THOMAS A. ROBINSON, Resident Agent

The Directors and Officers of CYPRESS POINTE COMMUNITY
ASSOCIATION, INC., are as follows:

THOMAS A. ROBINSON
Director and President

5200 Newberry Road
Suite D-5
Gainesville, Fl 32607

JOHN DON PUCKETT
Director and Vice President

802 NW 23rd Avenue
Gainesville, Fl 32601

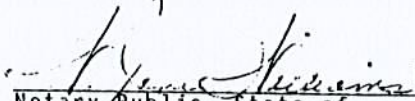
FREDRIC R. SHORE
Director and Secretary-Treasurer

5200 Newberry Road
Suite D-5
Gainesville, Fl 32607

FILED
MAY 16 1984
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF ALCHUA

On this 9th day of May, 1984, personally appeared before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, THOMAS A. ROBINSON, and he acknowledged the execution of the foregoing Articles of Incorporation and Acceptance of Resident Agent as Incorporator and Resident Agent for the purposes set forth therein.


Notary Public, State of
Florida at Large.

My commission expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 14, 1988
BONDED THRU GENERAL INS. DIV.

BY-LAWS

OF

CYPRESS POINTE

ARTICLE I

NAME AND LOCATION

The name of the corporation is CYPRESS POINTE COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 5200 Newberry Road, Suite D-5., Gainesville, Florida, 32607 but meetings of members and directors may be held at such places within Alachua County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for CYPRESS POINTE and all amendments thereto, applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Alachua County, Florida.

Section 2. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and the Articles of Incorporation of the Association.

Section 3. The definitions as set forth in the "Declaration" are adopted for purposes of these By-Laws.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on March 19th of each year, with the first such meeting to be held on March 19, 1985 and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, Saturday or Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday, Saturday or Sunday.

Section 2. Special Meetings. Special meeting 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 currently entitled to vote one-third (1/3) of all of the votes of the membership.

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 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.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, The Declaration, or these By-Laws. If, however,

*Amend to
New code*



such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, or such members may re-notice the meeting, in which case the quorum requirement shall be one-half of the quorum requirement for the previously noticed meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his property which entitled such member to vote.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. ✓

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years. Thereafter, one director shall be elected annually for a term of three years.

Section 3. Removal. 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

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 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 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 fulfilled. 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 unless such procedure is waived by a majority of the members voting at the meeting held for that purpose. 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.

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ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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 common areas 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 recreational facilities 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 specifically including establishing the manner and frequency of any assessments levied by the Association and requiring reasonable maintenance of each dwelling unit by its Owner;

(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.

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, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

(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;

(2) send written notice of each assessment to every Owner subject thereto; and

(3) at the discretion of the Board, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer or agent 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 and hazard insurance on property owned by the Association;

(f) cause any officers or employees having fiscal responsibilities to be bonded, if the Board determines the bonding should be required;

(g) cause the maintenance required of the Association by the Declaration to be accomplished without undue delay.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, 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 by 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.

PD

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall execute on behalf of the corporation all leases, mortgages, deeds and other written instruments.

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 if any, 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 receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall execute all checks and promissory notes on behalf of the Association; keep proper books of account; cause an annual audit of the Association books to be made as determined by the Board of Directors; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. 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.

ARTICLE XII
CORPORATE SEAL

At its option, the Association may have a seal in circular form having within its circumference the words: CYPRESS POINTE COMMUNITY ASSOCIATION, INC.

ARTICLE XIII.
AMENDMENTS

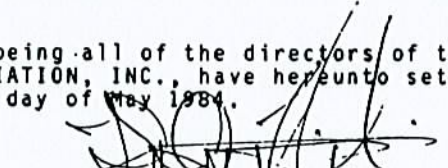
Section 1. These By-Laws may be amended, altered or rescinded after proposal by a majority of the Board of Directors and approved by affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purposes.

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.

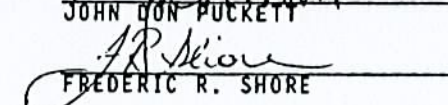
IN WITNESS WHEREOF, we, being all of the directors of the CYPRESS POINTE COMMUNITY ASSOCIATION, INC., have hereunto set our hands and seals as of the 19th day of May 1984.



THOMAS A. ROBINSON



JOHN DON PUCKETT




FREDERIC R. SHORE

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing By-Laws of CYPRESS POINTE COMMUNITY ASSOCIATION, INC., were acknowledged before me by THOMAS A. ROBINSON, JOHN DON PUCKETT and FREDERIC R. SHORE this 19th day of May 1984.

(NOTARY SEAL)



Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires May 26, 1986
Bonded thru Lawyers Surety Corp.




CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the CYPRESS POINTE COMMUNITY ASSOCIATION, INC., a Florida corporation, not for profit, and,

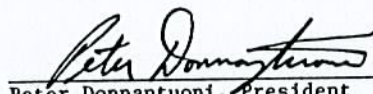
THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 19th day of May 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14 day of May, 1986.


Secretary

(CORPORATE SEAL)

"I hereby certify these By-Laws to be a true copy of the Cypress Pointe Homeowners Association By-Laws.


Peter Donnantuoni, President
Cypress Pointe Community Association

June 16, 1987
Date
(CORPORATE SEAL)


Witness to Mr. Donnantuoni

COPY
CYP

Current set

BY-LAWS
OF
CYPRESS POINTE

ARTICLE I

NAME AND LOCATION

The name of the corporation is CYPRESS POINTE COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at 6200 Newberry Road, Suite D-5, Gainesville, Florida 32607, but meetings of members and directors may be held at such places within Alachua County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for CYPRESS POINTE and all amendments thereto, applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Alachua County, Florida.

Section 2. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and the Articles of Incorporation of the Association.

Section 3. The definitions as set forth in the "Declaration" are adopted for purposes of these By-Laws.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on March 19th of each year, with the first such meeting to be held on March 19, 1985 and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday,

Saturday or Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday, Saturday or Sunday.

Section 2. Special Meetings. Special meeting 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 currently entitled to vote, one-third (1/3) of all of the votes of the membership.

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 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.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, or such members may re-notice the meeting, in which case the quorum requirement shall be one-half of the quorum requirement for the previously noticed meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his property which entitled such member to vote.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years. Thereafter, one director shall be elected annually for a term of three years.

Section 3. Removal. 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 successors 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

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 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 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 fulfilled. 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 unless such procedure is waived by a majority of the members voting at the meeting held for that purpose. 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 of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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 common areas 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 recreational facilities of a member during the 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 specifically including establishing the manner and frequency of any assessments levied by the Association and requiring reasonable maintenance of each dwelling unit by its Owner.

(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.

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, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

(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;

(2) send written notice of each assessment to every Owner subject thereto; and

(3) at the discretion of the Board, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer or agent 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 and hazard insurance on property owned by the Association;

(f) cause any officers or employees having fiscal responsibilities to be bonded, if the Board determines the bonding should be required.

(g) cause the maintenance required by the Association by the Declaration to be accomplished without undue delay.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, 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 by 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 preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall execute on behalf of the corporation all leases, mortgages, deeds and other written instruments.

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 if any, 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 address, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall execute all checks and promissory notes on behalf of the Association; keep proper books of account; cause an annual audit of the Association books to be made as determined by the Board of Directors; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. 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.

ARTICLE XII

CORPORATE SEAL

At its option, the Association may have a seal in circular form having within its circumference the words: CYPRESS POINTE COMMUNITY ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded after proposal by a majority of the Board of Directors and approved by affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purposes.

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 the CYPRESS POINTE COMMUNITY ASSOCIATION, INC., have hereunto set our hands and seals as of the 19th day of May 1984.

THOMAS A. ROBINSON

JOHN DON PUCKETT

FREDERIC R. SHORE

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing By-Laws of CYPRESS POINTE COMMUNITY ASSOCIATION, INC., were acknowledged before me by THOMAS A. ROBINSON, JOHN DON PUCKETT and FREDERIC R. SHORE this 11th day of May 1984.

(NOTARY SEAL)

Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires May 26, 1986
Bonded thru Lawyers Surety Corp.

FIRST AMENDMENT TO BY-LAWS
OF
CYPRESS POINTE COMMUNITY ASSOCIATION, INC.

The members of Cypress Pointe Community Association, Inc. agreed by two-thirds vote to amend the By-laws dated May 19, 1984 as follows:

Article IV: Board of Directors, Selection, Term of Office is hereby amended as follows:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who must be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. Thereafter, each director shall be elected for a term of two years.

This amendment was made in accordance with Article XIII, Section 1 of the By-laws.

Dated this 28th day of July, 1988.

Witnesses:

CYPRESS POINTE COMMUNITY
ASSOCIATION, INC.

s/Paula Puckett

s/Peter Donnantuoni
President

s/Beverly K. Smith

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing First Amendment to the By-laws of Cypress Pointe Community Association, Inc. were acknowledged before me by Peter M. Donnantuoni this 28th day of July, 1988.

s/Beverly K. Smith
Notary Public, State of Florida

FIRST AMENDMENT TO BY-LAWS
OF
CYPRESS POINTE COMMUNITY ASSOCIATION, INC.

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of three years. Thereafter, each director shall be elected
for a term of two years.

This amendment was made in accordance with Article XIII, Section
1 of the By-laws.

Dated this 28th day of July, 1988.

Witnesses:

CYPRESS POINTE COMMUNITY ASSOCIATION, INC.

Paula Puckett
Bruce K. Smith

By Peter Donnantuoni
President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing First Amendment to the By-laws of Cypress Pointe
Community Association, Inc. were acknowledged before me by Peter
M. Donnantuoni this 28th day of July, 1988.

Bruce K. Smith
Notary Public, State of Florida

My Commission expires: 2-24-90