

WOODBERRY LAKES
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration,

Made on the date hereinafter set forth by Centex Homes of Florida, Inc., a Nevada corporation, hereinafter referred to as "Declarant".

W i t n e s s e t h:

Whereas, Declarant is the owner of certain property located in Palm Beach County, Florida, which is more particularly described and designated on Exhibit "A", attached hereto and made a part hereof; and

Whereas, Declarant intends that the said real estate shall be developed and improved in stages from time to time in accordance with the General Plan of Development hereinafter referred to; and

Whereas, said General Plan of Development contemplates the ultimate establishment of a residential community including therein various Common Areas for the collective use of all the residents thereof which will consist of the property now submitted to this Declaration and any additional property, if any, designated as Common Areas in connection with the submission of additional property to the terms of this Declaration; and

Whereas, Declarant desires: (i) to provide for the preservation of the values and amenities in said community and for the maintenance, repair, replacement and administration of such Common Areas; and (ii) to establish the classes of persons entitled to the use of such Common Areas and their respective rights, duties and obligations relative to such use and the payment of their respective shares of the cost of maintenance, repair, replacement and administration; and

Whereas, Declarant has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, Woodberry Lakes Homeowners Association, Inc., for the purpose of performing those functions hereinabove set forth; and

Whereas, Declarant will convey Lots, as the term is hereinafter defined, in the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

Now, therefore, Declarant hereby declares that all of the property described in Exhibit "A" hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each Owner thereof.

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RETURN TO: CENTEX HOMES OF FLORIDA, INC.
444 Brickell Ave.
Miami, Florida 33131

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ARTICLE I

DEFINITIONS

For the purpose of the within Declaration, the following definitions shall control.

Section 1. "Association" shall mean and refer to Woodberry Lakes Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas include Tracts A, B, C, D, E, G, H, I, and J, as shown on Cinnamon Plat No. 1, according to the Plat thereof, as recorded in Plat Book 36, at Pages 56 through 59 of the Public Records of Palm Beach County, Florida. The Common Areas shall also include any additional property designated by Declarant as Common Areas in connection with the annexation of additional property, if any, to the terms and conditions of this Declaration in accordance with the terms of this Declaration.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Centex Homes of Florida, Inc., a Nevada corporation and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called "Developer".)

Section 7. "Member" shall mean and refer to each Owner who is a member of the Association as provided in Article V hereof.

Section 8. "Declaration" shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other documents as Woodberry Lakes Declaration of Covenants, Conditions and Restrictions.

Section 9. The term "institutional first mortgagee" shall mean a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Residence.

Section 10. The term "institutional first mortgage" shall mean a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Residence.

Section 11. "Residence" shall mean and refer to the single family dwelling located upon a Lot.

Section 12. "Articles of Incorporation" shall mean and refer to the Charter of Woodberry Lakes Homeowners Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. Said Articles of Incorporation are attached hereto and made a part hereof as Exhibit "B".

Section 13. "By-Laws" shall mean and refer to the By-Laws of Woodberry Lakes Homeowners Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof. Said By-Laws are attached hereto and made a part hereof as Exhibit "C".

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

Section 1. Only the property described in Exhibit "A" attached hereto, which consists of approximately 19.59 acres more or less, is now submitted to the terms and conditions of this Declaration as Stage 1 under the General Plan of Development. The Declarant may, at its sole discretion, in stages, and from time to time, add and submit additional property to the terms and conditions of this Declaration. Such additional property, if any, shall be submitted to the Declaration at such times as the Declarant at its sole discretion shall determine.

Declarant owns a parcel of land adjacent to the property being submitted to the terms of this Declaration. This adjacent parcel consists of approximately 17.70 acres more or less and is more particularly described in Exhibit "D" attached hereto and made a part hereof. Declarant may submit the property described in Exhibit "D" to the terms and conditions of this Declaration as Stage 2 under the General Plan of Development.

Nothing contained in this Article II or this Declaration shall obligate Declarant to submit any property, other than the property described in Exhibit "A", to the terms and conditions of this Declaration. No property other than the property described in Exhibit "A" shall be burdened with the terms and conditions of this Declaration unless and until such property is submitted to the terms and conditions of this Declaration in accordance with Article XIII herein. Any property submitted to the terms and conditions of this Declaration shall become subject to assessment for its just share of all Association expenses.

Section 2. The General Plan of Development may include:

(a) Residential dwellings situated in such structure types as the Declarant may determine including single-family detached and attached homes; and

(b) Common Areas and facilities, such as streets, walkways, open spaces, green belt areas, and lake areas.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto. The filing of this Declaration and the subjecting of the Property to the conditions and easements contained herein shall not be construed in any way and shall never inhibit or prohibit the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any conditions, restrictions or easements except for those specifically provided for herein. Lots so conveyed by the Declarant to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owner's Rights of Enjoyment. Subject to the provisions of Section 3 of this Article, every Owner shall have a right and easement of enjoyment in and to the Common Areas, with the exception of the lakes, in common with all other Owners and such rights and easements shall be appurtenant to and pass with the title of every Lot. Such rights and easements shall inure to the benefit of the Owner, his family, guests, tenants and contract purchasers.

Section 2. Title to the Common Areas. The Declarant hereby covenants for itself, its successors and assigns that it will convey fee simple title to the Common Areas of the Property to the Association, free and clear of all encumbrances and liens, at or before the conveyance of the first Lot located within the Property to an Owner; and that it will convey fee simple title to the Common Areas located within any subsequent Plat of any additional Property annexed in accordance with the terms of this Declaration, free and clear of any encumbrances and liens, prior to or upon the conveyance of the first Lot located within any subsequent Plat, to an Owner.

Section 3. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas in common with all other Owners and such rights and easements shall be appurtenant to and pass with the title of every Lot. Such rights and easements shall inure to the benefit of the Owner, his family, guests, tenants and contract purchasers, though subject to:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, and the right of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

(c) The right of the Association to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership, and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than 30 days nor more than 60 days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(e) The right of individual Owners to the exclusive use of parking spaces, and to the use of off site parking spaces located in the Common Areas, as provided in this Article;

(f) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Areas for purposes of creation of water distribution systems;

(g) The right of duly authorized employees of the Association to enter upon the Common Areas for the proper purposes of the Association and the right of designated officials of the governmental bodies having jurisdiction over the Property to enter upon the Common Areas for the purpose of enforcing applicable health ordinances, rules, and regulations of said governmental bodies, and to correct or eliminate nuisances or violations resulting from the failure of either an Owner or the Association to exercise its maintenance responsibilities.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 5. Parking Rights. If a Lot does not have sufficient space for two on site parking spaces, then the ownership of said Lot shall entitle the Owner or Owners thereof to the use of not more than one off site automobile parking space located in the Common Areas.

Section 6. Mailboxes. A mailbox for each Residence will be provided by the Developer and will be located upon the Common Areas of the Property at a site selected by Developer.

Section 7. Declarant's Reserved Rights. Notwithstanding any provision in this Declaration to the contrary the Property Rights under this Article IV shall be subject to:

(a) The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by the Association to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduits and lines, gas pipes, sewers or water pipes, or any other utility services serving any Lots within the Property or any portion of the Common Areas;

(c) The Declarant shall have full rights of ingress and egress to and through, over and about the Common Areas during such period of time as the Declarant is engaged in any construction or improvement work on or within the Property, on property adjacent to the Property, or on any property within the Development Area. Declarant shall have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development, improvement, or construction. Additionally, Declarant's rights hereunder shall include, but not be limited to, full rights of access and ingress and egress to, over and about all the Common Areas of the Property, any additions thereto, and adjacent property, for sale and promotional activity in connection with the development, sale or promotion of the Property or any additions thereto. No Owner, his guests, servants, employees, or invitees, shall in any way interfere or hamper Declarant, its agents, servants, employees, successors or assigns in connection with such construction, development, promotion or sales activities.

Section 8. No Dedication to Public Uses. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas to or for any public use or purpose whatsoever.

Section 9. Use and Maintenance of Lakes. The lakes located upon the Property and any lakes located upon any additions to the Property as may hereafter be brought within the jurisdiction of the Association in accordance with the terms of this Declaration shall not be used for recreational purposes, but are to be maintained as part of the Common Areas for drainage and the aesthetic enhancement of the Property. The expense of maintenance of the lakes shall be treated as a common expense of the Association.

Section 10. Incorporation of Easements by Reference.

Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of fee or undivided fee interest in any Lot which is subject to this Declaration and to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot which he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership as provided in Section 1 of this Article V. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, whereupon Declarant shall be entitled to one (1) vote for each Lot owned:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1985.

Section 3. Additional Memberships. Should additional memberships be created by the submission of additional property to this Declaration in accordance with Article XIII of this Declaration, the test provided in Section 2(a) of this Article V as to the number of votes in Class A and Class B shall be computed based on the number of all Lots on the entire Property, which shall include all Lots located on additions to the Property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each LOT owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, (which covenant shall run with the land and be binding on every Owner) and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; and (3) annual assessments or charges to effect payment of the real property taxes assessed against the Common Areas, as such term is defined in Section 4 of Article I of this Declaration, and the personal property taxes assessed against the personal property located on, or contained in, the Common Areas; and such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments and annual assessments for payment of the real and personal property taxes, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular the improvement and maintenance of the Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the Property. The use of these assessments shall also specifically include the maintenance of the lakes located on the Property and any lakes located upon any additional property annexed in accordance with the terms of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be \$600.00 per Lot.

(a) From and after January 1st of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a 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 this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) In the event Declarant, in its sole discretion, shall decide to construct recreational facilities upon the Property or any additions to the Property, then such recreational facilities shall be deemed to be Common Areas, and the expense of the maintenance and operation of any such recreational facilities shall be treated as a common expense of the Association. In the event Declarant, in its sole discretion, shall decide not to construct recreational facilities upon the Property or any addition to the Property, or until Declarant does build any such recreational facilities, then the actual annual assessment provided for in this Article VI shall be as set forth in the annual budget and shall be less than the maximum annual assessment provided for in this Section 3 of Article VI. Nothing provided for in this Article VI of this Declaration shall obligate Declarant to construct any recreational facilities on the Property, or any additions to the Property.

Notwithstanding any provision contained in this Declaration, the Articles of Incorporation or the By-Laws of the Association, during the period of time beginning with the recording of the Declaration among the Public Records of Palm Beach County, Florida, and ending two (2) years from the date of such recording, the Declarant shall collect all assessments from Lot Owners and shall pay all expenses for the maintenance of the Common Areas and administration of the Association during such period of time, on an accrual basis (receiving pro rata credit for prepaid expenses, deposits, etc.). Declarant shall not be obligated to and shall not have to account for the monies collected, or any surplus retained or deficiencies paid. After the expiration of said two (2) year period, all assessments, and the Lot Owners' and Declarant's responsibility with respect thereto, shall be as otherwise provided for herein. During said two (2) year period the Owner's annual assessment in accordance with this Declaration shall not exceed \$661.50.

If, prior to said two (2) year period, Declarant, pursuant to Article V, Section 2, ceases to be a Class B Member in the Association, then from and after the date Declarant ceases to be a Class B Member in the Association, the Association shall collect all of the assessments for maintenance of the Common Areas and administration of the Association, and thereupon the Declarant will be relieved of the obligation set forth in the preceding paragraph.

Section 4. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections

3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for in this Declaration shall commence as to all Lots within the Property on the first day of the month following the conveyance of the Common Areas to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association; the Personal Obligation of the Owner; the Lien.
(a) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. (b) If the assessment is not paid within five (5) days after it becomes due, then the Association shall have a continuing lien on the delinquent Lot which lien shall continue until the delinquent assessment is paid. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant, which covenant shall run with the land, that such lien does exist and is, and shall be superior to all other charges or liens against the property except the lien of a first mortgagee. Such lien may be perfected by the filing of an instrument among the Public Records of Palm Beach County, Florida indicating the amount of such lien and the obligation for interest and attorney's fees and costs of collection. Such lien shall be foreclosed in the

same manner in which mortgages are enforced and foreclosed. The Association, by and through its authorized officers, shall, from time to time, upon the request of an Owner or mortgagee, issue a certificate, in recordable form, stating the amount of any assessments due with respect to such Lots or stating that all assessments are current with respect to such Lots, and any third party may rely on such certificate, and the Association shall be bound thereby.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby. Sale or transfer of any Lot which is subject to a mortgage as herein described, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas; (c) any portion of the Property which is designated and/or reserved exclusively for easements; and (d) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

CAPITAL CONTRIBUTION

At the time of the closing of a Lot pursuant to an original sale by the Developer, purchaser shall pay to the Developer on behalf of the Association a sum equal to two (2) months of the monthly maintenance assessment defined in Article VI, Section 3, of this Declaration. These monies (hereinafter called "capital contribution fund") shall be the Association's property and shall be held by the Association in an interest-bearing account with a banking institution in Palm Beach County, Florida. This capital contribution fund, and the interest earnings thereon, shall be used by the Association through its Board of Directors, pursuant to the powers described in the Articles of Incorporation attached as Exhibit "B" and By-Laws of the Association attached as Exhibit "C" for purposes of meeting budgetary deficiencies, in lieu of special assessments, and for payment of any Federal and State income taxes on the earnings of this fund.

ARTICLE VIII

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, after fifteen (15) days notice to such Owner, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost

of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8 of Article VI of this Declaration.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the costs of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration to any Residence thereon be made upon any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to

surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions herein contained shall not apply to Declarant; and Declarant shall have the right to construct Residences, together with other improvements on the Property, without submitting the plans and specifications, and procuring the approval thereof, pursuant to the provisions contained in this Article X.

ARTICLE XI

RESTRICTIONS ON USE OF THE COMMON AREAS AND RESIDENCES

Section 1. Lot Restriction. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling.

Section 2. Common Areas Restriction. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Areas, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part thereof.

Section 3. Obstructions. There shall be no obstructions of the Common Areas except as specifically provided herein, nor shall anything be stored in the Common Areas without the prior consent of the Association; provided, however, that Declarant may store construction materials and promotion and sales materials on the Common Areas when necessary in connection with the development of the Property.

Section 4. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Pets shall not be allowed to run at large within the Development Area. "At large" shall mean off the Lot of the owner or custodian of the pet. Any pet running at large within the Development Area shall be considered a nuisance. Any pet off the Lot of the owner shall at all times be under the control of the owner or a custodian of the pet. "Under control" shall mean restrained by a leash, held in the arms, or caged.

Section 5. Nuisances. No nuisance, noxious or offensive activity shall be carried on upon any Lot or in the Common Areas nor shall anything be done thereon, either wilfully or negligently which may be or become an annoyance or nuisance to the Owners or occupants of the Property.

Section 6. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. No Unsightly Uses. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Residence.

Section 8. Vehicles. There shall not be parked upon any of the parking spaces set aside for such, whether on a Lot or upon the Common Areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger private automobile.

Section 9. Residences. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to the Common Areas.

Section 10. Antennae. No Lot Owner shall install any exterior antenna upon any Residence.

Section 11. No Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a Residence or as an appendage to a Residence, either temporary or permanent.

Section 12. Rules and Regulations. The Board of Directors of the Association shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Areas as the Board of Directors in its sole discretion deems appropriate or necessary, provided such additional rules and regulations shall be consistent with the provisions contained in this Declaration.

Section 13. Residence Cost, Quality and Size. No Residence shall be constructed on any Lot at a cost to the builder of less than \$25,000.00 based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all Residences shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. Each Residence shall contain not less than 900 square feet of living space.

Section 14. Lot Area and Width. The area and width of each Lot on the Property upon which Residences may be constructed shall be as shown on Cinnamon Plat No. 1, as recorded in Plat Book 36, at Pages 56 through 59, of the Public Records of Palm Beach County, Florida, as the same may be amended from time to time. The area and width of each Lot on any additional Property annexed in accordance with the terms of this Declaration upon which Residences may be constructed shall be as shown on any subsequent Plat of said additional Property, as the same may be amended from time to time, which Plat shall be recorded in the Public Records of Palm Beach County, Florida.

Section 15. Easements. Easements for the installation and maintenance of public utilities are reserved as shown on the recorded Plat of the Property, and shall include additional easements as specified by Declarant in connection with the platting of any additional Property annexed in accordance with the terms of this Declaration.

Section 16. Water Supply. No individual water supply system will be permitted upon any Lot except for sprinkler systems, swimming pools and/or air conditioners.

Section 17. Sewage Disposal. No septic tank will be permitted upon any Lot except that Declarant shall have the right to construct septic tanks or to use existing septic tanks on the Property or any additions thereto during the periods of construction, development and sale of the Property and any additions to the Property.

ARTICLE XII

EASEMENTS

Section 1. Reservation of Easements. Easements for the installation and maintenance of canals and for utilities and drainage facilities are set forth and contained in the recorded Plat and may be contained in any subsequent Plat or Plats filed, from time to time, among the Public Records of Palm Beach County, Florida, covering any additional properties submitted to this Declaration pursuant to Article XIII. In addition to the easements set forth in the recorded Plat of the Property and any subsequent Plats referred to herein, Declarant expressly reserves easements for the installation and maintenance of additional utilities and drainage facilities, and Declarant reserves the right to set forth more specifically the exact location and placement of any such easements. These easements will be located within the Common Areas of the Property except that an easement is reserved on each Lot for the installation and maintenance of the service connection from the utilities or drainage systems on the Common Areas of the Property to any Lot or Residence within the Property.

Section 2. Easement Rights. Easements are expressly provided for and reserved in favor of the Owners and occupants of Woodberry Lakes, their guests and invitees, for ingress and egress over and about the Common Areas for the purpose of entering and leaving Woodberry Lakes, and for vehicular traffic over and across such portions of the Common Areas as are used as roads within the Development Area. The rights provided under this easement shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of the Common Areas by the Owners of Residences, their families, guests or tenants.

Section 3. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, in the event that any Residence, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the Residence as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Residence is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Areas.

ARTICLE XIII

ANNEXATION AND SUBMISSION OF ADDITIONAL
PROPERTIES TO THE DECLARATION

Section 1. Annexation Without Assent of Members. Notwithstanding anything in this Declaration or Section 2 of this Article XIII to the contrary, within five (5) years from the date of the recording of this Declaration in the Public Records of Palm Beach County, Florida, the Declarant may annex the property described in Exhibit "D" attached hereto to the Property and submit such property to the terms and conditions of this Declaration without the consent of the Members.

Section 2. Assent of Members. Annexation and submission of additional property to the terms of this Declaration shall require the assent of two-thirds (2/3) of the Class A Members and two-thirds (2/3) of the Class B Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days or more than 60 days in advance of the meeting setting forth the purpose of the meeting.

The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, at such meeting, Members not present may give their written assent to the action taken at the meeting.

Section 3. Submission of Additional Property to be Reflected by Amendment to Declaration. In the event additional property is submitted to the terms of this Declaration, an amendment which specifically describes the additional property to be submitted and which states that the property so described is being submitted to the terms and conditions of this Declaration shall be filed and recorded in the Public Records of Palm Beach County, Florida. Any property so submitted and described in such recorded amendment shall be deemed to be a part of the Property as that term is defined in this Declaration, and shall be subject to the terms of this Declaration and any amendments hereto, and to the Articles of Incorporation, By-Laws and any rules and regulations of the Association as amended from time to time. Any such amendment adding and submitting additional property to the terms of this Declaration may contain a modification of and additions to the within Declaration, as may be deemed prudent or necessary. Nothing contained herein shall obligate or bind Declarant to submit any additional property to the terms and conditions of this Declaration.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Covenants run with Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association, which will be the entity responsible for the operation and maintenance of the Common Areas.

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Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded, provided further, however, that the Declarant may file (i) the amendment(s) referred to in Article XIII of this Declaration for the purpose of adding additional property to the Property and for submitting such additional property to this Declaration; and (ii) any amendments(s) hereto required by the Federal National Mortgage Association or Veteran's Administration or Federal Housing Administration or Federal Home Loan Mortgage Corporation or any governmental body with jurisdiction over the Property, by an instrument executed only by the Developer. Such amendment need not be signed or executed in the manner otherwise provided for herein. Any amendment which refers to the lien for assessments must first be approved by the County Attorney's Office, Palm Beach County, Florida.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association, by any person claiming by, through or under the Declarant and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or the Declarant, or a first mortgagee, or any of them, shall have the right to proceed at law for damages or in equity to compel compliance with any of them, or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built upon the Property any structure which is in violation of this Declaration, the Association, upon the affirmative vote of two-thirds (2/3) of the Board of Directors, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs, construction, etc., to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. In the event that resort to this Section 5 becomes necessary, then the defaulting parties shall be liable for costs of enforcement including attorney's fees and court costs.

Section 6. Effect of Waiver of Violation. -No waiver of a breach or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or By-Laws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant to this Declaration, or the Articles of Incorporation or By-Laws of the Association.

Section 7. FHA-VA-FNMA-FHLMC Approval. As long as there is (a) a Class B membership, and (b) any mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, whichever the case may be: annexation of additional properties; dedication of Common Areas; and amendment of this Declaration of Covenants, Conditions and Restrictions, otherwise said approval will not be required.

Section 8. Instruments Governing Common Areas and Owners of Lots. This Declaration and the Articles of Incorporation, the By-Laws of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots.

Section 9. Declarant as Owner. During the sales period for the sale of the Lots on the Property, or any additions thereto, by Declarant, to third parties or during such time that Declarant owns any Lots for sale to a third party, the Members of the Association shall not take any action that would interfere with or undermine Declarant's promotion or sale of said Lots to third parties.

Section 10. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by Certified Mail at the address of the Residence situated upon the Lot. Such notices shall be deemed given when deposited in the United States Certified Mails. Any Owner may change his mailing address by written notice given to the Declarant at: Centex Homes of Florida, Inc., 18305 N. W. 68th Avenue, Miami Lakes, Florida 33015 and to the Association at the same address.

Section 11. Owner's Liability and Casualty Insurance. No person other than the Owner or his mortgagee where permitted by his mortgage, shall have the right to place hazard or liability insurance on his Lot. There may not be any requirement imposed to insure through a particular company or agent or to require the policies be approved by the Association or Declarant. Proceeds of insurance shall not be required to be paid to anyone other than the Owner and/or his mortgagee.

Absolute liability shall not be imposed upon Owners for damage to the Common Areas including the improvements thereon, where maintained by the Association, which is caused by said Owners, their families, guests or invitees. This liability shall be limited to only that for which they are legally responsible under Florida Law.

Section 12. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

ARTICLE XV

PRIOR DECLARATION SUPERSEDED

Alico Building Corp., a Florida corporation, executed and recorded a Declaration of Covenants, Conditions and Restrictions of Cinnamon Townhomes Association, Inc., hereinafter referred to as the "prior Declaration" in Official Records Book 2998, at Page 546 of the Public Records of Palm Beach County, Florida. Declarant is the owner of all the Lots and Common Areas subject to the terms and conditions of said prior Declaration and all exhibits attached thereto. Declarant hereby substitutes this Declaration, referred to as Woodberry Lakes Declaration of Covenants, Conditions and Restrictions, in place of said prior Declaration. This Woodberry Lakes Declaration, together with all exhibits hereto and any amendments which may be adopted from time to time pursuant to the terms hereof, supersede said prior Declaration and all exhibits attached thereto, and said prior Declaration is declared to be null and void and of no further force and effect.

In Witness Whereof, Centex Homes of Florida, Inc. has caused these presents to be signed in its name by its Vice President and its corporate seal affixed, attested by its Assistant Secretary, this 12 day of November, 1980.

Signed, sealed and delivered in the presence of:

CENTEX HOMES OF FLORIDA, INC. (SEAL)

[Signature]

By *[Signature]*
Vice President

[Signature]

Attest:
[Signature]
Assistant Secretary

(Declarant)

STATE OF FLORIDA }
COUNTY OF DADE }

Before me, personally appeared RICHARD CORLETT and HENRY E. MARKS, known to me to be the individuals described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions as Vice President and Assistant Secretary of Centex Homes of Florida, Inc., a Nevada corporation, and severally acknowledged to and before me that they executed such Declaration as such officers of said corporation, and that the seal affixed to the foregoing Declaration is the corporate seal of said corporation and that it was affixed to said Declaration by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at Miami, Dade County, Florida this 12 day of November, 1980

My Commission Expires:

[Signature]
Notary Public, State of Florida at Large



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 18 1984
BONDED THRU GENERAL INS. UNDERWRITERS

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All of CINNAMON FLAT NO. 1, according to the Plat thereof, as recorded in Plat Book 36, Pages 56 through 59, of the Public Records of Palm Beach County, Florida.

Exhibit "A"

B3410 P0037

CHARTER

OF

WOODBERRY LAKES HOMEOWNERS ASSOCIATION, INC.

FILED
APR 17 9 45 AM '89
RECORDS & COMM. DIV.
PALM BEACH COUNTY, FLORIDA

First: The name of the Corporation is Woodberry Lakes Homeowners Association, Inc.

Second: Said Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617, Florida Statutes.

Third: The address and post office address of the initial registered office of the Corporation in the State of Florida is Suite 850 Rivergate Plaza, 444 Brickell Avenue, Miami, Florida 33131. William Beinstein and Henry E. Marks and Larry Konefsky are hereby designated as the Registered Agents and Resident Agents of the Corporation for the service of process upon the Corporation, with their offices at Suite 850, Rivergate Plaza, 444 Brickell Avenue, Miami, Florida, 33131, being designated as the domicile for the service of process upon the Corporation, and William Beinstein or Henry E. Marks or Larry Konefsky are hereby authorized to accept the service of process as a Registered Agent and Resident Agent of the Corporation.

Fourth: The purposes for which this Association is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Areas of the Property submitted to the terms of the Woodberry Lakes Declaration of Covenants, Conditions and Restrictions (Declaration) and any additions to said Property. The Property which has heretofore or will be submitted to said Declaration is more particularly described as Cinnamon Plat No. 1, according to the Plat thereof, as recorded in Plat Book 36, at Pages 56 through 59 of the Public Records of Palm Beach County, Florida. The purposes for which this Association is formed also include the promotion of the health, safety, and welfare of the residents of the above described Property and any additions thereto that may hereafter be brought within the jurisdiction of this Association by submission of such additional Property to the terms of the Declaration. The Association shall have the following powers to enable it to comply with the purposes set forth herein:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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(d) To take all actions necessary to submit additional property to the terms and conditions of the Declaration.

(e) To borrow money, and with the assent of two-thirds (2/3rds) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members; and

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

Fifth: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each Lot which he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Paragraph Fifth with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Paragraph Fifth. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Paragraph Fifth provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or

(b) on December 31, 1985.

Seventh: The terms for which this Corporation is to exist is perpetual.

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Eighth: The affairs of the Corporation are to be managed by the following Officers:

President
Vice President
Secretary
Treasurer

Ninth: The Officers who are to serve until the first election of the Directors are as follows:

President	Larry Konefsky
Vice President	Ben D. Taylor
Secretary	William Beinstein
Treasurer	Henry E. Marks

The first annual meeting of the members shall be held within one year from the date of recording the Declaration among the Public Records of Palm Beach County, Florida; 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, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible. The Directors elected at the first annual meeting and at each subsequent annual meeting of the members shall elect Officers of the Corporation who will hold office until the next annual meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This Corporation shall be governed by a Board of Directors consisting of nine (9) persons, and the names and addresses of the persons who are to serve as Directors for the term set opposite his respective name beginning with the recordation of the Declaration are as follows:

	<u>Name</u>	<u>Address</u>	<u>Term</u>
1.	William Beinstein	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	3 years
2.	Ben D. Taylor	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	3 years
3.	Henry E. Marks	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	3 years
4.	Ralph Tolomei	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	2 years

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	<u>Name</u>	<u>Address</u>	<u>Term</u>
5.	Ronald Ponsini	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	2 years
6.	Bob Shaw	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	2 years
7.	Ove Bloomquist	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	1 year
8.	Tom Laboda	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	1 year
9.	Larry Konefsky	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	1 year

At the expiration of the initial term of office of each of the said respective Directors, his successor shall be elected to serve a term of two (2) years. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the members of the Association. At that meeting a Director will be elected who will serve until the term of the departing Director has expired.

The Directors shall have the right to increase the number of the Board of Directors from time to time and to fill the vacancies thereby created.

Annual meetings of the Board of Directors shall be held immediately following and at the same place as the annual meeting of the members of the Association. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors on the giving of not less than three (3) days' notice to each Director by mail or telegraph. Directors may waive notice of a meeting or consent to or take any action without a formal meeting. At any meeting of the Board of Directors a majority of the Board of Directors shall constitute a quorum for the transaction of business and any action may be taken by a majority of those present.

Directors may be removed from office by a vote of seventy-five percent (75%) of the voting interests of the Association, except that the members of the initial Board of Directors may not be so removed. The term "voting interests" as used herein and in the By-Laws shall mean the total votes of both the Class A membership and Class B membership, if any. 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.

No Director shall receive compensation for any service which

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be rendered to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duty.

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 of the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

The Board shall have no authority to approve or authorize any capital expenditure in excess of Five Thousand Dollars (\$5,000.00), nor to authorize the Association to enter into any contract for a term of more than three (3) years except with the approval of a majority of the voting interests of the Association, nor to approve of any capital expenditure in excess of Ten Thousand Dollars (\$10,000.00) without approval of seventy-five percent (75%) of the voting interests voting in person or by proxy at a meeting of the members.

Eleventh: The Board of Directors shall have all the powers and duties referred to in the Declaration of Covenants and Conditions and in the Statutes of the State of Florida respecting corporations not-for-profit. The powers of the Board of Directors shall include, but shall not be limited to, the following: (a) to elect the Officers of the Corporation, and (b) to administer the affairs of the Corporation and the Common Areas, and (c) to engage the services of a manager or managing agent for the property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, and (d) to promulgate such rules and regulations concerning the operation and use of the property or the Common Areas as may be consistent with the Declaration of Covenants, Conditions and Restrictions and to amend the same from time to time, and (e) to provide for the maintenance, repair and replacement of the Common Areas, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot owners of their respective shares of the estimated expenses.

Twelfth: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended or added in the manner provided for in said initial By-Laws or any subsequent By-Laws and in conformity with the provisions and requirements of Chapter 617, Florida Statutes, as amended from time to time.

Thirteenth: These Articles of Incorporation may be altered, amended, changed, added to, or repealed in the manner now or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the members of this Corporation provided that (a) the notice of the meeting is given in the manner provided for in Section 3 of Article X of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition or repeal and (b) there is an affirmative vote of seventy-five percent (75%) of the entire membership. An Amendment to these Articles may be proposed by the Board of Directors of the Association, acting upon a vote of the majority of the Directors or by the members, upon a vote of a minimum of twenty-five percent (25%) of the entire voting interest. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or such other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the membership of the Association in accordance with the By-Laws.

Fourteenth: This Corporation shall never have or issue shares

of stock nor will it ever have or provide for non-voting membership.

Fifteenth: From time to time and at least once annually the corporate Officers shall furnish periodic reports to the members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

Sixteenth: The Corporation shall have all the powers set forth and described in Chapter 617.021, Florida Statutes, as amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, this Charter and any and all lawful By-Laws of the Corporation.

Seventeenth: The names and residences of the subscribers hereto are as follows:

<u>Name</u>	<u>Residence</u>
1. William Beinstein	444 Brickell Avenue Miami, Florida 33131
2. Larry Konefsky	444 Brickell Avenue Miami, Florida 33131
3. Henry E. Marks	444 Brickell Avenue Miami, Florida 33131

Eighteenth: Each Director and Officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer, or in respect to any matter in which any settlement or compromise is affected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

Nineteenth: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes

The dissolution of the Association shall be subject to the provisions of Chapter 617.05 of the Florida Statutes.

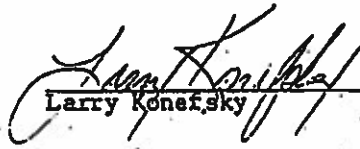
Twentieth: As long as there is (a) a Class B membership, and (b) any mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dedication of Common Areas, dissolution and amendment of these Articles, and amendment of the Declaration of Covenants, Conditions and Restrictions; otherwise, said approval will not be required.

Twenty-first: The Corporation shall exist perpetually.

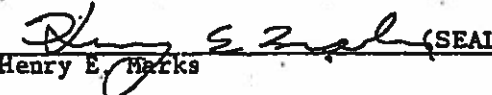
We, the undersigned, being each of the incorporators hereinabove named, for the purpose of forming a Corporation not-for-profit, pursuant to Chapter 617, Florida Statutes, do hereby subscribe to this Certificate of Corporation, and have hereunto set our hands and seals this day of 1980.



William Beinstein (SEAL)



Larry Konofsky (SEAL)



Henry E. Marks (SEAL)

B3410 P0044

STATE OF FLORIDA)
COUNTY OF DADE) SS:

Before me, the undersigned authority, this day personally appeared William Beinstein, Larry Konefsky and Henry E. Marks, who after being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 1st day of APRIL, 1980.

Joan W. Lawrence
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 4, 1982

Having been named in the foregoing Articles of Incorporation of Woodberry Lakes Homeowners Association, Inc., as the Registered Agents and Resident Agents to accept service of process for said Corporation, at the place designated in the Articles of Incorporation of said Corporation, we hereby accept our designation as Registered Agents and Resident Agents to accept service of process for said Corporation, and agree to act in this capacity, and agree to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said office and place of business.

William Beinstein (SEAL)
William Beinstein

Larry Konefsky (SEAL)
Larry Konefsky

Henry E. Marks (SEAL)
Henry E. Marks

B3410-P0045

BY-LAWS
OF
WOODBERRY LAKES HOMEOWNERS ASSOCIATION, INC.
(a Non-Profit Florida Corporation)

ARTICLE I

NAME AND LOCATION

The name of the Corporation is Woodberry Lakes Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at the offices of Centex Homes of Florida, Inc., 18305 N. W. 68th Avenue, Miami Lakes, Florida 33015, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodberry Lakes Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Woodberry Lakes Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas include Tracts A, B, C, D, E, G, H, I and J, as shown on Cinnamon Plat No. 1, according to the Plat thereof, as recorded in Plat Book 36, at Pages 56 through 59, of the Public Records of Palm Beach County, Florida. The Common Areas shall also include any additional property designated by Declarant with respect to any annexation of additional property to the terms and conditions of this Declaration in accordance with the terms of this Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Centex Homes of Florida, Inc., a Nevada corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called "Developer".)

Exhibit "C"

Section 8. "Declaration" shall mean and refer to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Palm Beach County, Florida, together with those exhibits which are attached thereto and made a part thereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 9. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Residence.

Section 10. The term "institutional first mortgage" means a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Residence.

Section 11. "Residence" shall mean and refer to the single family dwelling constructed upon a Lot.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Areas.

Section 3. Voting Rights. There shall be two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article V of the Declaration with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V of the Declaration. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, whereupon Declarant shall be entitled to one (1) vote for each Lot owned:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 31, 1985.

ARTICLE IV

PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Areas, as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Areas to the members of his family, his tenants or contract purchasers, who reside on the property. Such Member shall notify the Secretary of the Association in writing of the name of any such delegatee. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the Member.

ARTICLE V

BOARD OF DIRECTORS; SECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a board of nine (9) Directors.

Section 2. Term of Office. The initial Directors of this Association shall be appointed by the Declarant and shall consist of nine Directors; three of whom will have a term of three years, three of whom will have a term of two years, and three of whom will have a term of one year. At the first annual meeting of the Members, the Members shall elect three Directors to fill the vacancy of the Directors whose term has expired and thereafter, the Members shall fill the vacancies of the Directors whose terms expire.

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 of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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.

Section 4. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) - Roll call;
- (b) Reading of the minutes of the last meeting;
- (c) Consideration of communications;
- (d) Resignations and elections;
- (e) Reports of Officers and employees;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Original resolutions and new business; and
- (i) Adjournment.

ARTICLE VII

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 consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. 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 annual 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 filled. Such nominations may be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. 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 VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

(a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Areas;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) To 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;

(d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(e) To allocate off-site parking spaces to the Owners, but not more than one space for each Lot if such Lot does not have sufficient space for two on-site parking spaces.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To 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-fourth (1/4) of the Class A Members who are entitled to vote;

(b) To supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided herein and in the Declaration:

(1) To take into account the Common Expenses of the Association, the appropriate expenses respecting the maintenance of the Common Areas, the real and personal property taxes levied against the Association or the Common Areas, and other expenses of the Association, and fix the amount of the annual assessment of each Lot at least 30 days in advance of each annual assessment period; and

B3410 P0050

(2) To send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;

(f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(g) To cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) To cause the Common Areas to be maintained; and

(i) To cause the exterior of the Residences to be maintained by the Owners, and if an Owner fails to maintain the same, then the Association may, pursuant to the provisions of Article VIII of the Declaration, repair and restore the Lot and the exterior of the Residence and any other improvements erected thereon, all at the cost of the Owner.

ARTICLE IX

COMMITTEES

Section 1. The Association may appoint an Architectural Control Committee pursuant to Article X of the Declaration, and the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas and the maintenance of the improvements located on any Lot, and shall perform such other functions as the Board, in its discretion, determines;

(b) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article X, Section 1. The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of recording the Declaration among the Public Records of Palm Beach County, Florida, 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, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the Membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible.

Section 2. Special Meetings. Special meetings 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 entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion 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 address 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 each class of 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 presented or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or represented.

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 Lot.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of the Association shall be a President and Vice President, a Secretary and a Treasurer, who shall at all times be members of the Board of Directors, 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 the 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 Officers 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 in the manner prescribed for regular election. The Officer elected 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 sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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 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 sign all checks and promissory notes of the Association; keep property books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; 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; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association of all books, papers, vouchers, money or other property of whatever kind in his possession, or under his control, belonging to the Association. The Association shall pay all premiums for said bond.

ARTICLE XII

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. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XIII

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 XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Woodberry Lakes Homeowners Association, Inc., - Non Profit".

ARTICLE XV

NO STOCK AND/OR CERTIFICATES OF MEMBERSHIP

The Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-voting membership.

ARTICLE XVI

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the dwellings located in the Property and the conduct of all residents thereof:

- (a) Each Residence shall be used only for residential purposes;
- (b) Owners shall not use or permit the use of their premises in any manner which would constitute a nuisance;
- (c) Residences may not be used for business use or for any commercial use whatsoever; and
- (d) There shall not be parked upon any of the parking spaces set aside for such, whether on a Lot or upon the Common Areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger private automobile.

ARTICLE XVII

JOINT OWNERSHIP

In the event a Lot is owned by more than one person, then all of the Owners of such Lot shall be entitled collectively to only one vote or ballot in the management of the affairs of the Association, and the vote of such Owners may not be divided between plural Owners of a single Lot. If the Owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but if all of the Owners of such Lot shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such Owners.

ARTICLE XVIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five percent (75%) of Members present in person or by proxy, except that if at the time an amendment is proposed there are any mortgages encumbering any Lot which mortgage has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, then the Federal Housing Administration, the Veteran's Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, as the case may be, shall have the right to veto amendments while there is Class B membership, otherwise said right of veto will not exist.

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 XIX

MISCELLANEOUS

Section 1. 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 and end on December 31st next succeeding.

Section 2. No Owner or Member, except as an Officer of the Association, shall have any authority to act for the Association or bind it.

Section 3. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

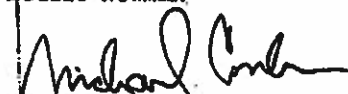
Section 4. In the event the Owner of a Lot fails to maintain it as required or otherwise violates or intends to violate the provisions of the Declaration or these By-Laws, the Association shall have the right to proceed in a Court of Equity for injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an assessment against the Owner, secured by the lien for assessments, for the necessary sums to correct the violation, remove any structure or obstruction and restore the property. The defaulting Owner shall be responsible for all costs of such proceedings. In the event resort is ever had to legal counsel, for violation of any rules and regulations or provisions of the Declaration against an Owner, such Owner shall be responsible for such costs incurred including legal fees.

ARTICLE XX

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

In Witness Whereof, we, being all of the Directors of Woodberry Lakes Homeowners Association, Inc., have hereunto set our hands and seals this 12 day of ~~NOVEMBER~~, 1980.


Leslie Newman


Michael Conlan


Henry V. Marks

Janet W. Slimak
Janet Slimak

Richard Corlett
Richard Corlett

Walter Tilley
Walter Tilley

Robert Gockenbach
Robert Gockenbach

Alton Dwyer
Alton Dwyer

Larry Konefsky
Larry Konefsky

STATE OF FLORIDA }
COUNTY OF DADE } SS

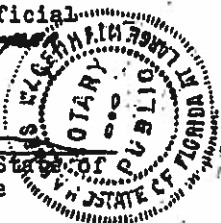
Before me, the undersigned authority, this day personally appeared Leslie Newman, Michael Conlan, Henry E. Marks, Janet Slimak, Richard Corlett, Walter Tilley, Robert Gockenbach, Alton Dwyer, and Larry Konefsky, who, after being duly sworn according to law, depose and say that they the Directors of Woodberry Lakes Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and depose and say that the foregoing By-Laws were adopted by them as the Directors of said Woodberry Lakes Homeowners Association, Inc.

In Witness Whereof, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 12 day of November, 1980.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 19 1984
BOHNDI DRU GENERAL INS, UNDERWRITERS

[Signature]
Notary Public, State of Florida at Large



NOTE: Several of the directors listed as the initial directors in the Charter for Woodberry Lakes Homeowners Association, Inc., as previously filed with the Secretary of State have resigned and have been replaced by the directors named in these By-Laws.

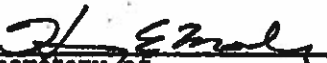
B3410 P0057

C e r t i f i c a t e

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of the Woodberry Lakes Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida, 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 12 day of ~~NOVEMBER~~, 1980.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said Association, this 12 day of ~~NOVEMBER~~, 1980.

 (SEAL)
Secretary of
Woodberry Lakes Homeowners
Association, Inc.

B3410 P0058

A parcel of land lying and being situated in Section 2, Township 42 South, Range 42 East, Palm Beach County, Florida being more particularly described as follows:

The Southeast 1/4 of the Southeast 1/4 of Section 2, Township 42 South, Range 42 East, Palm Beach County, Florida, LESS AND EXCEPTING THEREFROM the South 60 feet thereof for road right-of-way purposes and also less the East 73 feet of the South 136 feet of the said Section 2, Township 42 South, Range 42 East, Palm Beach County, Florida.

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

Exhibit "D"

B3410 P0059

FIRST AMENDMENT TO
WOODBERRY LAKES
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment, made this 27th day of February , 1981,
by Centex Homes of Florida, Inc., a Nevada corporation,
authorized to do business in Florida, hereinafter referred
to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant did on the 5th day of December,
1980, file the Woodberry Lakes Declaration of Covenants,
Condition and Restrictions, under Clerk's File No. 80-207392,
in Official Records Book 3410 at Page 0018 of the Public Records of
Palm Beach County Florida, hereinafter "Declaration"; and

WHEREAS, Declarant did reserve the right in said Declaration
to submit additional property to the terms and conditions of
said Declaration by filing an appropriate amendment;

NOW THEREFORE, Declarant does hereby submit the following
described property to the aforesaid Woodberry Lakes Declaration
of Covenants, Conditions and Restrictions in accordance with
the original Declaration Article XIII:

All of Cinnamon Plat No. 2, according
to the Plat thereof, as recorded in
Plat Book 40 , Pages 66 through
70 , of the Public Records of Palm
Beach County, Florida.

AND FURTHER, in accordance with Article XIII, Declarant
hereby amends said Declaration of Covenants, Conditions and
Restrictions, as follows: Article I, Section 4, is hereby
deleted in its entirety and the following is inserted in lieu
thereof:

"Section 4. "Common Areas" shall mean
all real property owned by the Association
for the common use and enjoyment of
the members of this Association. The
Common Areas include Tracts A, B, C,
D, E, F, G, H, I, and J as shown on Cinnamon

This Instrument Prepared By
REBECCA M. POULSON, ESQ.
WILLIAMS, SALOMON, KANNER,
DAMIAN, WEISSLER & BROOKS
1000 du Pont Bldg.
Miami, Florida 33131

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Plat No. 1 according to the Plat thereof as recorded in Plat Book 36 at Pages 56 through 59 of the Public Records of Palm Beach County, Florida. The Common Areas also include Tracts C, K, L, M, N, O, P, Q and R, as shown on Cinnamon Plat No. 2 according to the Plat thereof, as recorded in Plat Book at Pages through of the Public Records of Palm Beach County, Florida. The Common Areas shall also include any additional property designated by the Declarant as Common Areas in connection with the annexation of additional property, if any, to the terms and conditions of this Declaration in accordance with the terms of this Declaration."

In Witness Whereof, Declarant has executed these presents and affixed its corporate seal thereto this 27th day of February, 1981.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

CENTEX HOMES OF FLORIDA, INC.
a Nevada corporation (SFAL)

Robert C. Shaw
Vice President

Attest:

[Signature]
Assistant Secretary

STATE OF FLORIDA :
 : SS
COUNTY OF DADE :

Before Me, personally appeared Robert C. Shaw and Henry E. Maria, known to me to be the individuals described in and who executed the foregoing First Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions as Vice President and Assistant Secretary of Centex Homes of Florida, Inc., a Nevada corporation, and they acknowledged to and before me that they executed such First Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions as such officers of said corporation, and that the seal affixed to the foregoing First Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions is the corporate seal of said corporation and that it was affixed to said First Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at Miami, Dade County, Florida, this 27th day of February, 1981.


Notary Public, State of
Florida, at Large



My Commission Expires:

NOTARY PUBLIC'S AND COMMISSIONS
MY COMMISSION EXPIRES MAR. 31 1981
FORNID THRU GENERAL INS. UNDERWRITERS

89476 P1482

Record Verified
Palm Beach County, Fla
John B. Dunkle
Clerk Circuit Court

SECOND AMENDMENT TO
WOODBERRY LAKES
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment, made this 21st day of June, 1982, by Centex Homes of Florida, Inc., a Nevada corporation, authorized to do business in Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant did on the 19th day of November, 1980, file the Woodberry Lakes Declaration of Covenants, Conditions and Restrictions under Clerk's File No. 80-207392, in Official Records Book 3410, Page 18, of the Public Records of Palm Beach County, Florida, hereinafter referred to as "Declaration"; which Declaration has been amended by the First Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions recorded March 6, 1981, under Clerk's File No. 81-039842, in Official Records Book 3476, Page 1480 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant did reserve the right in Article XIV, Section 4, to amend the Declaration as required by the Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation, or any governmental body with jurisdiction over the Property by an instrument executed by the Declarant;

NOW, THEREFORE, Declarant, in accordance with Article XIV, Section 4, hereby amends the Declaration as follows: The first full paragraph on page 9 of the Declaration immediately following Article VI, Section 3, (d), is hereby deleted in its entirety and the following paragraph is inserted in lieu thereof:

"Notwithstanding any provision contained in this Declaration, the Articles of Incorporation or the By-Laws of the Association, during the period of time beginning with the recording of the Declaration among the Public Records of Palm Beach County, Florida, and ending two (2) years from the date of such recording, the Declarant shall collect all assessments from Lot Owners and shall pay all expenses for the maintenance of the Common

Centex Homes of Fla. Inc.
2200 N.W. 107th Place
Delray Beach, Fla. 33445

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Prepared by: Rebecca Paulsen

Areas and administration of the Association during such period of time, on an accrual basis (receiving pro rata credit for prepaid expenses, deposits, etc.). After the expiration of said two (2) year period, all assessments, and the Lot Owners' and Declarant's responsibility with respect thereto, shall be as otherwise provided for herein. During said two (2) year period, the Owner's annual assessment in accordance with this Declaration shall not exceed \$661.50.

In Witness Whereof, Declarant has executed these presents and affixed its corporate seal thereto this 21st day of June, 1982.

Signed, sealed and delivered in the presence of:

CENTEX HOMES OF FLORIDA, INC. a Nevada corporation (SEAL)

Debi T. Smith

Robert C. Shaw
Robert C. Shaw, Vice President

Marc C. Luceau

Attest:
Joseph Mutinsky
Joseph Mutinsky, Assistant Secretary

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

Before me, personally appeared ROBERT C. SHAW and JOSEPH MUTINSKY, known to me to be the individuals described in and who executed the foregoing Second Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions as Vice President and Assistant Secretary of Centex Homes of Florida, Inc., a Nevada corporation, and they acknowledged to and before me that they executed such Second Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions as such officers of said corporation, and that the seal affixed to the foregoing Second Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions is the corporate seal of said corporation and that it was affixed to said Second Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at Palm Beach County, Florida, this 21st day of June, 1982.

Dorinda Brunath
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
DORINDA BRUNATH
1000 N. W. 10th St., Suite 100
Palm Beach, Florida 33480

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN RYAN
CLERK, CIRCUIT COURT

B3745 B1537

✓ REVISION:
CENTEX HOMES OF FLORIDA
2130 N.W. 14 Street
DULCAN BEACH, FLA. 33445

THIRD AMENDMENT TO WOODBERRY LAKES
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Amendment, made this 30th day of September, 1982 by
Centex Homes of Florida, Inc., a Nevada corporation, authorized
to do business in Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant did on the 19th day of November, 1980,
filed the Woodberry Lakes Declaration of Covenants, Conditions
and Restrictions under Clerk's File No. 80-207392, in Official
Records Book 3410, Page 18, of the Public Records of Palm Beach
County, Florida, hereinafter referred to as "Declaration"; and

WHEREAS, the Declaration provides for the right to amend
said Declaration by the recording of an amendment thereto in
the Public Records of Palm Beach County, Florida;

NOW, THEREFORE, Declarant and the individual Lot Owners who
have joined in this Amendment, as the Owners of more than ninety
percent (90%) of the Lots described in said Declaration and the
exhibits thereto, hereby amend the Declaration and the exhibits
thereto as follows:

Article XI, Section 4 of the Declaration, is hereby deleted
in its entirety and there is substituted in lieu thereof, the
following:

" Article XI

Section 4. Pets.

No animals, livestock or poultry of any
kind shall be raised, bred or kept on
any Lot, except that dogs, cats or other
household pets, that do not exceed 40
pounds in weight, may be kept provided
they are not kept, bred or maintained
for any commercial purpose. No pet that
exceeds 40 pounds in weight shall be per-
mitted, kept or maintained on the Property.
Pets shall not be allowed to run at large
on the Property. "At large" shall mean
off the Lot of the Owner or custodian of
the pet. Any pet running at large within
the Property, shall be considered a nuisance.
Any pet off the Lot of the Owner shall at
all times be under the control of the Owner
or custodian of the pet. "Under control"
shall mean restrained by a leash, held in
the arms, or caged."

82 204665

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This Instrument Was Prepared By:
WILLIAMS, SALOMON, KANNER, DAMIAN, WESSLER & BROOKS, LLP
ATTORNEYS AT LAW
1100 Biscayne Blvd., Suite 1200
Miami, FL 33132-1200

PK

In Witness Whereof, Declarant has executed these presents and affixed its corporate seal thereto this 30th day of September, 1982. Individual Lot Owners of the Property described in the Declaration have joined in the execution of this Amendment on the dates specified on the attached Consents and Joinders of Lot Owners of Woodberry Lakes.

Signed, sealed and delivered in the presence of:

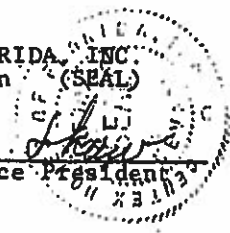
Sally Jean Christensen
Jean M. McCormick

CENTEX HOMES OF FLORIDA, INC.
 a Nevada corporation (SEAL)

By Robert C. Shaw
 Vice President

Attest:

Thomas R. Buckley
 Assistant Secretary



STATE OF FLORIDA)
) SS
 COUNTY OF PALM BEACH)

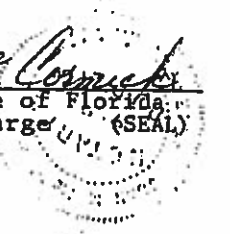
Before me, personally appeared Robert C. Shaw and Thomas R. Buckley known to be the individuals described in and who executed the foregoing Third Amendment to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions as Vice President and Assistant Secretary of Centex Homes of Florida, Inc., a Nevada corporation, and they acknowledged to and before me that they executed said instrument as such officers of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to this instrument by due and regular corporate authority, and that said instrument is the free act and deed of the corporation.

Witness my hand and official seal at Palm Beach County, Florida, this 30 day of September, 1982.

My Commission Expires:

Dec 31, 1984

Jean M. McCormick
 Notary Public, State of Florida
 at Large (SEAL)



This Instrument Was Prepared By:
 WILLIAMS, SALOMON, KANNER, DAMIAN, WEISSLER & BROOKS, ATTORNEYS AT LAW,
 106 N. BAY STREET, SUITE 1200, MIAMI, FLORIDA 33131-1299

B3848 P.1271

BY-LAWS
OF
WOODBERRY LAKES HOMEOWNERS ASSOCIATION, INC.
(a Non-Profit Florida Corporation)

ARTICLE I
NAME AND LOCATION

The name of the Corporation is Woodberry Lakes Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at the offices of Centex Homes of Florida, Inc., 18305 N. W. 68th Avenue, Miami Lakes, Florida 33015, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Woodberry Lakes Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Woodberry Lakes Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas include Tracts A, B, C, D, E, G, H, I and J, as shown on Cinnamon Flat No. 1, according to the Plat thereof, as recorded in Plat Book 36, at Pages 56 through 59, of the Public Records of Palm Beach County, Florida. The Common Areas shall also include any additional property designated by Declarant with respect to any annexation of additional property to the terms and conditions of this Declaration in accordance with the terms of this Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Centex Homes of Florida, Inc., a Nevada corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called "Developer".)

Exhibit "C"

B3410 P0046

Section 8. "Declaration" shall mean and refer to Woodberry Lakes Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Palm Beach County, Florida, together with those exhibits which are attached thereto and made a part thereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 9. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Residence.

Section 10. The term "institutional first mortgage" means a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Residence.

Section 11. "Residence" shall mean and refer to the single family dwelling constructed upon a Lot.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Areas.

Section 3. Voting Rights. There shall be two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article V of the Declaration with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V of the Declaration. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, whereupon Declarant shall be entitled to one (1) vote for each Lot owned:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 31, 1985.

ARTICLE IV

PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Areas, as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Areas to the members of his family, his tenants or contract purchasers, who reside on the property. Such Member shall notify the Secretary of the Association in writing of the name of any such delegatee. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the Member.

ARTICLE V

BOARD OF DIRECTORS; SECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a board of nine (9) Directors.

Section 2. Term of Office. The initial Directors of this Association shall be appointed by the Declarant and shall consist of nine Directors; three of whom will have a term of three years, three of whom will have a term of two years, and three of whom will have a term of one year. At the first annual meeting of the Members, the Members shall elect three Directors to fill the vacancy of the Directors whose term has expired and thereafter, the Members shall fill the vacancies of the Directors whose terms expire.

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 services 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 of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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.

Section 4. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) - Roll call;
- (b) Reading of the minutes of the last meeting;
- (c) Consideration of communications;
- (d) Resignations and elections;
- (e) Reports of Officers and employees;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) Original resolutions and new business; and
- (i) Adjournment.

ARTICLE VII

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 consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. 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 annual 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 filled. Such nominations may be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. 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 VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

(a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Areas;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) To 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;

(d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(e) To allocate off-site parking spaces to the Owners, but not more than one space for each Lot if such Lot does not have sufficient space for two on-site parking spaces.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To 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-fourth (1/4) of the Class A Members who are entitled to vote;

(b) To supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided herein and in the Declaration:

(1) To take into account the Common Expenses of the Association, the appropriate expenses respecting the maintenance of the Common Areas, the real and personal property taxes levied against the Association or the Common Areas, and other expenses of the Association, and fix the amount of the annual assessment of each Lot at least 30 days in advance of each annual assessment period; and

(2) To send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;

(f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(g) To cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) To cause the Common Areas to be maintained; and

(i) To cause the exterior of the Residences to be maintained by the Owners, and if an Owner fails to maintain the same, then the Association may, pursuant to the provisions of Article VIII of the Declaration, repair and restore the Lot and the exterior of the Residence and any other improvements erected thereon, all at the cost of the Owner.

ARTICLE IX

COMMITTEES

Section 1. The Association may appoint an Architectural Control Committee pursuant to Article X of the Declaration, and the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas and the maintenance of the improvements located on any Lot, and shall perform such other functions as the Board, in its discretion, determines;

(b) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article X, Section 1. The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of recording the Declaration among the Public Records of Palm Beach County, Florida, 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, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the Membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area as possible.

Section 2. Special Meetings. Special meetings 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 entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion 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 address 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 each class of 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 presented or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or represented.

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 Lot.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of the Association shall be a President and Vice President, a Secretary and a Treasurer, who shall at all times be members of the Board of Directors, 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 the 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 Officers 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 in the manner prescribed for regular election. The Officer elected 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 sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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 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 sign all checks and promissory notes of the Association; keep property books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; 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; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association of all books, papers, vouchers, money or other property of whatever kind in his possession, or under his control, belonging to the Association. The Association shall pay all premiums for said bond.

ARTICLE XII

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. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XIII

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 XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Woodberry Lakes Homeowners Association, Inc., - Non Profit".

ARTICLE XV

NO STOCK AND/OR CERTIFICATES OF MEMBERSHIP

The Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-voting membership.

ARTICLE XVI

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the dwellings located in the Property and the conduct of all residents thereof:

- (a) Each Residence shall be used only for residential purposes;
- (b) Owners shall not use or permit the use of their premises in any manner which would constitute a nuisance;
- (c) Residences may not be used for business use or for any commercial use whatsoever; and
- (d) There shall not be parked upon any of the parking spaces set aside for such, whether on a Lot or upon the Common Areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger private automobile.

ARTICLE XVII

JOINT OWNERSHIP

In the event a Lot is owned by more than one person, then all of the Owners of such Lot shall be entitled collectively to only one vote or ballot in the management of the affairs of the Association, and the vote of such Owners may not be divided between plural Owners of a single Lot. If the Owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but if all of the Owners of such Lot shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such Owners.

ARTICLE XVIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five percent (75%) of Members present in person or by proxy, except that if at the time an amendment is proposed there are any mortgages encumbering any Lot which mortgage has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, then the Federal Housing Administration, the Veteran's Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, as the case may be, shall have the right to veto amendments while there is Class B membership, otherwise said right of veto will not exist.

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 XIX

MISCELLANEOUS

Section 1. 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 and end on December 31st next succeeding.

Section 2. No Owner or Member, except as an Officer of the Association, shall have any authority to act for the Association or bind it.

Section 3. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 4. In the event the Owner of a Lot fails to maintain it as required or otherwise violates or intends to violate the provisions of the Declaration or these By-Laws, the Association shall have the right to proceed in a Court of Equity for injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an assessment against the Owner, secured by the lien for assessments, for the necessary sums to correct the violation, remove any structure or obstruction and restore the property. The defaulting Owner shall be responsible for all costs of such proceedings. In the event resort is ever had to legal counsel, for violation of any rules and regulations or provisions of the Declaration against an Owner, such Owner shall be responsible for such costs incurred including legal fees.

ARTICLE XX

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

In Witness Whereof, we, being all of the Directors of Woodberry Lakes Homeowners Association, Inc., have hereunto set our hands and seals this 12 day of November, 1980.


Lebbie Newman


Michael Conlan


Henry B. Marks

Janet W. Slimak
Janet Slimak

Richard Corlett
Richard Corlett

Walter Tilley
Walter Tilley

Robert Gockenbach
Robert Gockenbach

Alton Dwyer
Alton Dwyer

Larry Konefsky
Larry Konefsky

STATE OF FLORIDA }
COUNTY OF DADE } SS

Before me, the undersigned authority, this day personally appeared Leslie Newman, Michael Conlan, Henry E. Marks, Janet Slimak, Richard Corlett, Walter Tilley, Robert Gockenbach, Alton Dwyer, and Larry Konefsky, who, after being duly sworn according to law, depose and say that they the Directors of Woodberry Lakes Homeowners Association, Inc., a non-profit corporation organized under the laws of Florida, and depose and say that the foregoing By-Laws were adopted by them as the Directors of said Woodberry Lakes Homeowners Association, Inc.

In Witness Whereof, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 17 day of November, 1980.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 18 1981
SIGNED JOHN GENERAL INS, UNDERWRITERS

John General
Notary Public, State of Florida at Large



NOTE: Several of the directors listed as the initial directors in the Charter for Woodberry Lakes Homeowners Association, Inc., as previously filed with the Secretary of State have resigned and have been replaced by the directors named in these By-Laws.


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C e r t i f i c a t e

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of the Woodberry Lakes Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida, 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 12 day of ~~November~~, 1980.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said Association, this 12 day of ~~NOVEMBER~~, 1980.

 (SEAL)
Secretary of
Woodberry Lakes Homeowners
Association, Inc.

A parcel of land lying and being situate in Section 2, Township 42 South, Range 42 East, Palm Beach County, Florida being more particularly described as follows:

The Southeast 1/4 of the Southeast 1/4 of Section 2, Township 42 South, Range 42 East, Palm Beach County, Florida, LESS AND EXCEPTING THEREFROM the South 60 feet thereof for road right-of-way purposes and also less the East 75 feet of the South 136 feet of the said Section 2, Township 42 South, Range 42 East, Palm Beach County, Florida.

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

B3410 P0059

Exhibit "D"

CHARTER

OF

WOODBERRY LAKES HOMEOWNERS ASSOCIATION, INC.

FILED
APR 17 9 45 AM '88
RECORDED & INDEXED
PALM BEACH COUNTY

First: The name of the Corporation is Woodberry Lakes Homeowners Association, Inc.

Second: Said Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617, Florida Statutes.

Third: The address and post office address of the initial registered office of the Corporation in the State of Florida is Suite 850 Rivergate Plaza, 444 Brickell Avenue, Miami, Florida 33131. William Beinstein and Henry E. Marks and Larry Konafsky are hereby designated as the Registered Agents and Resident Agents of the Corporation for the service of process upon the Corporation, with their offices at Suite 850, Rivergate Plaza, 444 Brickell Avenue, Miami, Florida, 33131, being designated as the domicile for the service of process upon the Corporation, and William Beinstein or Henry E. Marks or Larry Konafsky are hereby authorized to accept the service of process as a Registered Agent and Resident Agent of the Corporation.

Fourth: The purposes for which this Association is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Areas of the Property submitted to the terms of the Woodberry Lakes Declaration of Covenants, Conditions and Restrictions (Declaration) and any additions to said Property. The Property which has heretofore or will be submitted to said Declaration is more particularly described as Cinnamon Plat No. 1, according to the Plat thereof, as recorded in Plat Book 36, at Pages 56 through 59 of the Public Records of Palm Beach County, Florida. The purposes for which this Association is formed also include the promotion of the health, safety, and welfare of the residents of the above described Property and any additions thereto that may hereafter be brought within the jurisdiction of this Association by submission of such additional Property to the terms of the Declaration. The Association shall have the following powers to enable it to comply with the purposes set forth herein:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To take all actions necessary to submit additional property to the terms and conditions of the Declaration.

(e) To borrow money, and with the assent of two-thirds (2/3rds) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members; and

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

Fifth: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each Lot which he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Association shall have two classes of voting membership:

Class A.. Class A members shall be all those Owners as defined in Paragraph Fifth with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Paragraph Fifth. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Paragraph Fifth provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or

(b) on December 31, 1985.

Seventh: The terms for which this Corporation is to exist is perpetual.

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Eighth: The affairs of the Corporation are to be managed by the following Officers:

President
Vice President
Secretary
Treasurer

Ninth: The Officers who are to serve until the first election of the Directors are as follows:

President	Larry Konefsky
Vice President	Ben D. Taylor
Secretary	William Beinstein
Treasurer	Henry E. Marks

The first annual meeting of the members shall be held within one year from the date of recording the Declaration among the Public Records of Palm Beach County, Florida, 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, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to the Development Area, as possible. The Directors elected at the first annual meeting and at each subsequent annual meeting of the members shall elect Officers of the Corporation who will hold office until the next annual meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This Corporation shall be governed by a Board of Directors consisting of nine (9) persons, and the names and addresses of the persons who are to serve as Directors for the term set opposite his respective name beginning with the recordation of the Declaration are as follows:

	<u>Name</u>	<u>Address</u>	<u>Term</u>
1.	William Beinstein	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	3 years
2.	Ben D. Taylor	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	3 years
3.	Henry E. Marks	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	3 years
4.	Ralph Tolomei	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	2 years

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	<u>Name</u>	<u>Address</u>	<u>Term</u>
5.	Ronald Ponsini	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	2 years
6.	Bob Shaw	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	2 years
7.	Ove Bloomquist	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	1 year
8.	Tom Laboda	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	1 year
9.	Larry Konafsky	Suite 850 Rivergate Plaza 444 Brickell Avenue Miami, Florida 33131	1 year

At the expiration of the initial term of office of each of the said respective Directors, his successor shall be elected to serve a term of two (2) years. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the members of the Association. At that meeting a Director will be elected who will serve until the term of the departing Director has expired.

The Directors shall have the right to increase the number of the Board of Directors from time to time and to fill the vacancies thereby created.

Annual meetings of the Board of Directors shall be held immediately following and at the same place as the annual meeting of the members of the Association. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors on the giving of not less than three (3) days' notice to each Director by mail or telegraph. Directors may waive notice of a meeting or consent to or take any action without a formal meeting. At any meeting of the Board of Directors a majority of the Board of Directors shall constitute a quorum for the transaction of business and any action may be taken by a majority of those present.

Directors may be removed from office by a vote of seventy-five percent (75%) of the voting interests of the Association, except that the members of the initial Board of Directors may not be so removed. The term "voting interests" as used herein and in the By-Laws shall mean the total votes of both the Class A membership and Class B membership, if any. 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.

No Director shall receive compensation for any service which

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be rendered to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duty.

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 of the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

The Board shall have no authority to approve or authorize any capital expenditure in excess of Five Thousand Dollars (\$5,000.00), nor to authorize the Association to enter into any contract for a term of more than three (3) years except with the approval of a majority of the voting interests of the Association, nor to approve of any capital expenditure in excess of Ten Thousand Dollars (\$10,000.00) without approval of seventy-five percent (75%) of the voting interests voting in person or by proxy at a meeting of the members.

Eleventh: The Board of Directors shall have all the powers and duties referred to in the Declaration of Covenants and Conditions and in the Statutes of the State of Florida respecting corporations not-for-profit. The powers of the Board of Directors shall include, but shall not be limited to, the following: (a) to elect the Officers of the Corporation, and (b) to administer the affairs of the Corporation and the Common Areas, and (c) to engage the services of a manager or managing agent for the property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, and (d) to promulgate such rules and regulations concerning the operation and use of the property or the Common Areas as may be consistent with the Declaration of Covenants, Conditions and Restrictions and to amend the same from time to time, and (e) to provide for the maintenance, repair and replacement of the Common Areas, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot owners of their respective shares of the estimated expenses.

Twelfth: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended or added in the manner provided for in said initial By-Laws or any subsequent By-Laws and in conformity with the provisions and requirements of Chapter 617, Florida Statutes, as amended from time to time.

Thirteenth: These Articles of Incorporation may be altered, amended, changed, added to, or repealed in the manner now or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the members of this Corporation provided that (a) the notice of the meeting is given in the manner provided for in Section 3 of Article X of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition or repeal and (b) there is an affirmative vote of seventy-five percent (75%) of the entire membership. An Amendment to these Articles may be proposed by the Board of Directors of the Association, acting upon a vote of the majority of the Directors or by the members, upon a vote of a minimum of twenty-five percent (25%) of the entire voting interest. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or such other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the membership of the Association in accordance with the By-Laws.

Fourteenth: This Corporation shall never have or issue shares

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of stock nor will it ever have or provide for non-voting membership.

Fifteenth: From time to time and at least once annually the corporate Officers shall furnish periodic reports to the members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

Sixteenth: The Corporation shall have all the powers set forth and described in Chapter 617.021, Florida Statutes, as amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, this Charter and any and all lawful By-Laws of the Corporation.

Seventeenth: The names and residences of the subscribers hereto are as follows:

<u>Name</u>	<u>Residence</u>
1. William Beinstein	444 Brickell Avenue Miami, Florida 33131
2. Larry Konefsky	444 Brickell Avenue Miami, Florida 33131
3. Henry E. Marks	444 Brickell Avenue Miami, Florida 33131

Eighteenth: Each Director and Officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer, or in respect to any matter in which any settlement or compromise is affected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

Nineteenth: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

The dissolution of the Association shall be subject to the provisions of Chapter 617.05 of the Florida Statutes.

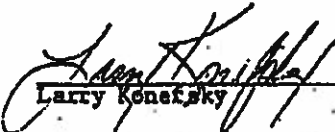
Twentieth: As long as there is (a) a Class B membership, and (b) any mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dedication of Common Areas, dissolution and amendment of these Articles, and amendment of the Declaration of Covenants, Conditions and Restrictions; otherwise, said approval will not be required.

Twenty-first: The Corporation shall exist perpetually.

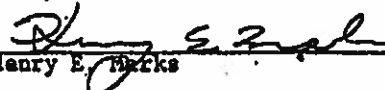
We, the undersigned, being each of the incorporators hereinabove named, for the purpose of forming a Corporation not-for-profit, pursuant to Chapter 617, Florida Statutes, do hereby subscribe to this Certificate of Corporation, and have hereunto set our hands and seals this day of , 1980.



William Beinstein (SEAL)



Larry Kenefsky (SEAL)



Henry E. Marks (SEAL)

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STATE OF FLORIDA
COUNTY OF DADE

} SS.

Before me, the undersigned authority, this day personally appeared William Beinstein, Larry Konefsky and Henry E. Marks, who after being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 1st day of APRIL, 1980.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA IN LARGE
MY COMMISSION EXPIRES MAY 1, 1981

Joan W. Lawrence
Notary Public, State of Florida

Having been named in the foregoing Articles of Incorporation of Woodberry Lakes Homeowners Association, Inc., as the Registered Agents and Resident Agents to accept service of process for said Corporation, at the place designated in the Articles of Incorporation of said Corporation, we hereby accept our designation as Registered Agents and Resident Agents to accept service of process for said Corporation, and agree to act in this capacity, and agree to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said office and place of business.

William Beinstein (SEAL)
William Beinstein

Larry Konefsky (SEAL)
Larry Konefsky

Henry E. Marks (SEAL)
Henry E. Marks

B3410-P0045