

**DECLARATION OF RESTRICTIONS**

**FOR  
MAPLE WOOD**

THIS INSTRUMENT PREPARED BY  
Douglas J. Spring  
9500 W. Sample Road  
Coral Springs, Florida  
33065

**74-231155**

This Declaration made this 1st day of November, 19 74, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called SUBDIVIDER.

**WITNESSETH:**

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation presently having its principal place of business in Coral Springs, Florida, the record owner of the PROPERTY as described in ARTICLE I of this Declaration, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares that the PROPERTY described in ARTICLE I is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

- "SUBDIVISION" shall mean and refer to MAPLE WOOD and any portion thereof as recorded in Plat Book 80, Page 37, of the Public Records of Broward County, Florida. These restrictions shall not apply to PARCELS A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q and R.
- "SUBDIVIDER" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration.
- "ASSOCIATION" shall mean and refer to the OCEAN MILE ASSOCIATION, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, the successors or assigns of any or all of its rights under this Declaration.
- "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any lot or portion thereof in the SUBDIVISION, their heirs, successors, legal representatives or assigns.

**ARTICLE II  
GENERAL RESTRICTIONS**

1. USE RESTRICTIONS. The lands herein described may be used for single family dwellings, and two family dwellings, and for no other purposes. No business buildings may be erected on said lands and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph the SUBDIVIDER may utilize one or more lots for a sales office or models for so long as SUBDIVIDER, its successors or assigns shall own any lot in the SUBDIVISION, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize lots for a sales office or models so long as said persons or entities own any lot in the SUBDIVISION.

2. SETBACK LINES AND SIZE OF BUILDINGS. All buildings erected or constructed on any lot shall conform in use, minimum square feet of floor area, and setback limitations according to the following table:

BLOCK	LOTS	MINIMUM SQ. FT.	MINIMUM SETBACK REQUIREMENTS			USE
			FRONT	REAR	SIDE	
A	1-26	1500	25	15	*	Single Family
B	1-15	1500	25	15	*	Single Family
C	1-11	1500	25	15	*	Single Family
D	1-20	1500	25	15	*	Single Family
E	1-73	2000	30	15	10	Single Family
F	1-34	1500	25	15	*	Single Family
G	1-24	1500	25	15	*	Single Family
H	1-11	1500	25	15	*	Single Family
I	12-17	1500	25	**	*	Single Family
J	1-8	1500	25	15	*	Single Family
K	1-18	1500	25	15	*	Single Family
L	1-24	1500	25	15	*	Single Family
M	1-14	1500	25	**	*	Single Family
N	1-5	1500	25	**	*	Single Family
O	6-14	1500	25	15	*	Single Family
P	1-13	1500	35	15	*	Single Family
Q	14-26	1500	25	15	*	Single Family
R	1-8	1500	25	15	*	Single Family
S	9-15	1500	35	15	*	Single Family
T	1-36	2000	30	15	10	Single Family
U	1-18	1500	25	15	*	Single Family
V	1-32	1500	25	15	*	Single Family
W	33-42	1500	35	15	*	Single Family
X	1-11	1500	25	15	*	Single Family
Y	1-11	1500	25	15	*	Single Family
Z	1-11	1500	25	15	*	Single Family
AA	1-20	2250	30	15	10	Single Family
BB	1-20	2250	30	15	10	Single Family
BB	1-7	2000	35	15	10	Two Family
BB	1	1500	25	15	*	Single Family
BB	2-8	1500	35	15	10	Single Family
BB	9-16	1500	25	15	*	Single Family
CC	1-6	2000	25	15	*	Two Family
CC	7-22	1500	25	15	*	Single Family
CC	23-25	1500	35	15	10	Single Family
CC	26-28	1500	25	15	*	Single Family
DD	1-9	1500	25	15	*	Single Family
DD	10-12	1500	35	15	10	Single Family
DD	13-15	1500	25	15	*	Single Family
EE	1-15	1500	25	15	10	Single Family
FF	1-8	2000	25	15	10	Two Family

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\* Lots having 75 feet or less front width shall have a minimum side setback of 7-1/2 feet. Lots having greater than 75 feet front width but less than 85 feet front width shall have a minimum side setback of 8-1/2 feet. Lots having 85 feet and greater front width shall have a minimum side setback of 10 feet.

\* Corner lots having less than 100 feet front width shall have a minimum street side setback of 20 feet. Corner lots having 100 feet or more front width shall have a minimum street side setback of 25 feet.

Note: Two Family Residences to Include Single Family Residences.

\*\* These lots shall have a ten foot (10') landscape strip along Coral Springs Drive and the minimum total rear setback shall be twenty feet (20') as measured from the rear lot lines. There shall be no ingress or egress permitted through the ten foot (10') landscape strip.

Where two or more lots are acquired and used as a single building site under a single owner, the side lot lines shall refer only to the lines bordering on the adjoining property OWNER.

Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the SUBDIVIDER or ASSOCIATION at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the SUBDIVIDER or ASSOCIATION to establish the setback lines as approved.

No building shall be erected over a height of 30 feet.

3. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, location and plot plan thereof, in detail and to scale, shall have been submitted to and approved by the SUBDIVIDER or ASSOCIATION in writing before any construction has begun. Failure to submit the plans, specifications, location, and plot plan, in detail and to scale, or failure to acquire the approval of the SUBDIVIDER or ASSOCIATION shall be deemed a material breach of this restriction. The SUBDIVIDER or ASSOCIATION shall then have the right to proceed in the courts to compel a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Coral Springs Building Department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. Neither the SUBDIVIDER nor ASSOCIATION will assume any responsibility in this regard before, during, or after construction on any of the lots in this SUBDIVISION. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the SUBDIVIDER or ASSOCIATION before plan approval will be given.

No structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected in the SUBDIVISION without written permission of SUBDIVIDER or ASSOCIATION. OWNER must submit to SUBDIVIDER or ASSOCIATION full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by SUBDIVIDER or ASSOCIATION, neither SUBDIVIDER nor ASSOCIATION shall assume any liability for any loss that might be sustained by OWNER.

Pitched roofs shall have a minimum pitch of 2-1/2:12 and shall be constructed of flat or barrel cement tile, hand sawn or split cedar shakes, slate, copper, a stepped Bermuda type roof of poured lightweight aggregate concrete, all as defined by common usage in Broward County. In the event that some new, attractive material for roofing surfaces is discovered, or invented, the SUBDIVIDER or ASSOCIATION may, in its sole discretion, approve the use of such new materials.

Flat roofs may be utilized, provided that the flat roof area does not comprise over 40% of the total roof area. Such flat roofs are to be located to the rear of the dwelling. Notwithstanding the above, a mansard roof or a flat roof located elsewhere than to the rear of the building shall be permissible if approved in writing by the SUBDIVIDER or ASSOCIATION. All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms are to be located to the rear of the building. Refusal of approval of plans and specifications, location and plot plan, by the SUBDIVIDER or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the SUBDIVIDER or ASSOCIATION.

The plans and specifications shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs on the lot. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the SUBDIVIDER or ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. The location and type of mailbox must conform to all government regulations and must be maintained in good condition. In the event any person or entity fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, the SUBDIVIDER or ASSOCIATION will have the right to obtain a mandatory injunction to tear down any structures built or a prohibitory injunction to prevent any structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions.

All areas not covered by buildings, structures or paved parking facilities shall be maintained as green areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the landscaping plan. The landscape strips shall be landscaped and maintained by the OWNER according to the requirements of the SUBDIVIDER or ASSOCIATION, which requirements define the quality, type, height and location of landscape material, and are on file with the SUBDIVIDER or ASSOCIATION. Should the OWNER fail or refuse to plant and/or maintain the landscape strips as above provided, the SUBDIVIDER or ASSOCIATION shall have the right to enter upon the landscape strips and to install thereon such landscape material as may be necessary to comply with said landscape requirements, and/or to maintain the same should the OWNER fail or refuse to maintain, and such entry shall not be deemed a trespass. Should the SUBDIVIDER or ASSOCIATION exercise its right to install and/or maintain the said landscape strips, the cost of such installation and/or maintenance shall be borne by the OWNER and payment thereof shall be due and payable to the SUBDIVIDER or ASSOCIATION within thirty (30) days from a written request to the OWNER to pay same. Should the OWNER fail to make such payment within said thirty (30) day period, then the SUBDIVIDER or ASSOCIATION shall have a lien for the cost of the installation and/or maintenance. The lien shall be impressed upon the lot of the OWNER across which the landscape strip lies.

4. GARAGES, CARPORTS AND STORAGE AREA. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected which is separated from the building. All single family and two family residences are required to have two (2) car garages. At the sole discretion of the SUBDIVIDER or ASSOCIATION, two family residences may be permitted to have side entry carports with enclosed storage area.

SUBDIVIDER or ASSOCIATION may require that all garages be equipped with automatic door openers and closers so that when ingress or egress is not desired to the garage, the garage door shall remain closed. In the alternative, SUBDIVIDER or ASSOCIATION may require an auxiliary door for the garage area.

5. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than five (5) feet without written approval by SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed on any lot until its height, type, design, composition and location shall have been approved in writing by SUBDIVIDER or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to heights shall be resolved by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

No wall, fence, landscaping, or structure of any kind shall be permitted in Coral Springs Improvement District canal and lake drainage rights-of-way unless OWNER receives written permission from the Coral Springs Improvement District.

6. ANTENNAS. No outside antennas, poles, masts, electronic devices, or towers shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION.

7. **ACCESSORY OR TEMPORARY BUILDINGS.** No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. The SUBDIVIDER may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, and temporary location on the property must be approved by SUBDIVIDER in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by the SUBDIVIDER in writing.

8. **GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS.** All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housing, must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties, and adequate landscaping shall be installed and maintained by the OWNER. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property.

9. **CLOTHES DRYING AREA.** No outdoor clothes drying area shall be allowed unless approved in writing by SUBDIVIDER or ASSOCIATION.

10. **METHOD OF DETERMINING SQUARE FOOT AREA.** The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

11. **SIGNS.** No signs shall be erected or displayed on any lot or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by SUBDIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

12. **ASSOCIATION.** In order to supplement the public facilities and services that may be furnished by the local governments, and in order to provide public facilities and services that may not be available to the SUBDIVISION, when necessary or desirable as determined by the ASSOCIATION in its sole discretion, the ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is hereby empowered to contract for the installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks for this SUBDIVISION. Each OWNER shall be liable for and shall promptly pay to the ASSOCIATION a prorata share of the cost of said water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks, and said cost shall be apportioned among the lots in the SUBDIVISION in proportion to its front footage, square footage, or by any other method as determined by the ASSOCIATION in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the aforesaid improvements. If any OWNER fails to make payment for the improvements within thirty (30) days after notification, a lien on the OWNER'S lot shall arise for the proportionate cost thereof. The judgment of the ASSOCIATION in the letting of contracts and the expenditure of said funds shall be final. Each OWNER shall be vested with the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks in perpetuity. Each OWNER shall install all sewer outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer outlets shall be submitted to the SUBDIVIDER or ASSOCIATION for approval prior to commencement of construction.

13. **MAINTENANCE OF PREMISES.** In order to maintain the standards of the SUBDIVISION, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush or other unsightly growths or objects, then the SUBDIVIDER or ASSOCIATION may enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the property, buildings, structures, improvements and appurtenances to the satisfaction of the SUBDIVIDER or ASSOCIATION, and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be a lien on the land.

14. **MAINTENANCE ASSESSMENTS.** In order to maintain the standards of the described land and the surrounding area, and in order to supplement the public facilities and services to be furnished by the SUBDIVIDER and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, the described land is hereby subject to an annual assessment commencing with the year 1975. Such annual assessment, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due. Such assessment shall be payable annually on the first day of January each year in advance to the OCEAN MILE ASSOCIATION, INC., at the office of the ASSOCIATION, presently located at 9500 West Sample Road, Coral Springs, Florida, 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgement of the ASSOCIATION require and shall be apportioned in proportion to their respective area, but in no event shall such annual assessments among the lots and parcels exceed the sum equal to 5 mills per square foot. The judgment of the ASSOCIATION in the expenditure of said funds shall be final.

15. **EFFECT OF NON-PAYMENT OF ASSESSMENT.** If the assessments herein provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest at the highest legal rate and costs of collection including reasonable attorneys' fees, thereupon become a continuing lien on the property which shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives and assigns with the personal obligation of the then OWNER remaining his personal obligation as set forth in paragraph 14 hereof.

16. **NOTICES TO SUBDIVIDER OR ASSOCIATION.** Notices to SUBDIVIDER or ASSOCIATION or requests for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to SUBDIVIDER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by SUBDIVIDER or ASSOCIATION.

17. **NOTICE TO OWNER.** Notice to any OWNER of a violation of any of these restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida.

18. **TRUCKS, COMMERCIAL VEHICLES, MOBILE HOMES, BOATS, CAMPER AND TRAILERS.** No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless the same is temporarily prevent and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, campers, or mobile homes shall be permitted to park on or near the property at any time unless kept fully enclosed inside the building. None of the aforementioned shall be used as a domicile or a residence, either permanent or temporary.

19. **NO SUBDIVISION.** None of the lots in the SUBDIVISION shall be divided nor sold except as a whole, without the written approval of the SUBDIVIDER or ASSOCIATION.

20. **CONDOMINIUM.** No restrictions herein contained shall be construed as in any manner limiting or preventing any lot and the improvements thereon from being submitted to a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for any lot covered hereby shall not be construed as constituting a subdivision of any lot in the SUBDIVISION.

21. **UTILITY EASEMENTS.** There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the property those easements shown upon the record-plat of this SUBDIVISION, each being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for constructing anchor guys for electric and telephone poles, as shown on the recorded plat of this SUBDIVISION and there is hereby further reserved for a term of twenty (20) years from the date of this instrument by the SUBDIVIDER, its successors and assigns, full free right and authority to lay, operate, and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines, and such other further public service facilities as SUBDIVIDER or ASSOCIATION may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width or six (6) feet in width, being six (6) feet (as measured at right angles) from all side, front and rear lot lines in the aforesaid SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.

22. NON-LIABILITY OF SUBDIVIDER OR ASSOCIATION. The SUBDIVIDER or ASSOCIATION herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

23. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature.

Any question with regard to the interpretation of this paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

24. FILLING IN. No lot shall be increased in size by filling in the water on which it abuts, and the slope of the canal and lake banks shall be maintained by OWNER.

25. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by the Declaration of Restrictions shall apply not only to OWNERS, but also to any person, or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of SUBDIVIDER or ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees and invitees of his tenants at any time.

26. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the SUBDIVISION, and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER and/or ASSOCIATION for a period of thirty (30) years from the date these restrictions are recorded.

27. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in its sole discretion, modify, amend, waive, or add to this Declaration of Restrictions, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

28. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorneys' fees incurred in the enforcement of these covenants, restrictions or liens shall be paid by OWNER. Failure by the ASSOCIATION or SUBDIVIDER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

29. SEVERABILITY CLAUSE. Invalidation of any of these restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, does hereby execute this Declaration of Restrictions in its name by its undersigned authorized officers and affixes its corporate seal hereto, this 1st day of November, 19 74 at Orlando Springs, Florida.



FLORIDA NATIONAL PROPERTIES, INC.  
A Florida Corporation  
BY: [Signature]  
P. Taravello, President  
ATTEST: [Signature]  
R. L. Hofmann, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 1st day of November 19 74  
President of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public  
My Commission Expires  
Feb. 14, 1975

RECORDED IN THE OFFICIAL RECORDS ROOM  
OF BROWARD COUNTY, FLORIDA  
E. M. STROBEL  
COUNTY COMPTROLLER

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