

78-329075 AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
FOR A PORTION OF MAPLE WOOD

THIS AMENDMENT to Declaration of Restrictions made this 8<sup>th</sup> day of December, 1978, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter referred to as "SUBDIVIDER:"

WITNESSETH:

WHEREAS, SUBDIVIDER is the SUBDIVIDER of MAPLE WOOD, a SUBDIVISION as recorded in Plat Book 80, at Page 37, of the Public Records of Broward County, Florida; and

WHEREAS, SUBDIVIDER, on November 1, 1974, executed a Declaration of Restrictions for MAPLE WOOD and caused said Declaration of Restrictions for MAPLE WOOD to be recorded in Official Records Book 5999, at Pages 269 through 272, inclusive; and

WHEREAS, pursuant to Article II, Paragraph 27 of said Declaration of Restrictions for MAPLE WOOD, SUBDIVIDER reserved unto itself the right to modify, amend, waive or add to said Declaration of Restrictions for MAPLE WOOD; and

WHEREAS, SUBDIVIDER is the owner of all of Block E, and all of Block R, MAPLE WOOD, as recorded in Plat Book 80, at Page 37, of the Public Records of Broward County, Florida; and

WHEREAS, SUBDIVIDER, by its reserved authority, desires to modify, amend or add to certain sections of the Declaration of Restrictions for MAPLE WOOD pertaining to those blocks herein described and owned by SUBDIVIDER, in order to create a superior and unique development on said blocks, and has determined that the clearest and most efficient way to set forth such amendments is by restatement of the aforesaid Declaration of Restrictions incorporating all amendments made.

NOW, THEREFORE, SUBDIVIDER hereby modifies and amends the Declaration of Restrictions for MAPLE WOOD in order to declare the following described real property shall be held, transferred, sold, conveyed and occupied subject to this Amendment to Declaration:

All of Block E, and all of Block R, MAPLE WOOD, according to the Plat thereof as recorded in Plat Book 80, at Page 37, of the Public Records of Broward County, Florida.

ARTICLE I  
DEFINITIONS

The following words when used in this Amendment to the Declaration of Restrictions shall have the following meanings:

1. "SUBDIVISION" shall mean and refer to all of Block E, and all of Block R, MAPLE WOOD, and any portion thereof, as recorded in Plat Book 80, at Page 37, of the Public Records of Broward County, Florida.
2. "SUBDIVIDER" shall mean and refer to FLORIDA NATIONAL PROPERTIES, 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 Amendment to the Declaration.
3. "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 Amendment to the Declaration.
4. "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.
5. "HOMEOWNERS' ASSOCIATION" shall mean and refer to THE MAPLE WOOD ISLE ASSOCIATION, INC., a Florida corporation not for profit.
6. "MEMBER" shall mean and refer to the record homeowner, whether one or more persons or entities, of the fee simple title to any lot which is part of the aforescribed property covered by this Amendment to Declaration of Restrictions.
7. "COMMON PROPERTY" shall mean and refer to all real and/or personal property which the HOMEOWNERS' ASSOCIATION owns or in which the HOMEOWNERS' ASSOCIATION has an interest, including without limitation, a right of use for the common use and enjoyment of the members of the HOMEOWNERS' ASSOCIATION.

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**ARTICLE II  
GENERAL RESTRICTIONS**

1. **USE RESTRICTIONS.** The lands herein described may be used for single 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, models, or recreation area 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, models, or recreation area, so long as said persons or entities own any lot or property in the SUBDIVISION.

2. **SETBACK LINES AND SIZE OF BUILDING.** 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 SETBACK REQUIREMENTS				USE
		MINIMUM SQ. FT.	FRONT	REAR	SIDE	
E	1-73	2500	30	15	10	Single Family
R	1-36	2500	30	15	10	Single Family

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.

Setback lines for corner lots and odd-shaped lots shall be as near 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.

3. **PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS.** OWNER shall submit to SUBDIVIDER or ASSOCIATION a location and plot plan, preliminary plans and specifications for all buildings and structures to be erected on the lot and a professional preliminary landscape plan. These preliminary plans shall be prepared by an architect and shall be sufficient and definitive in detail and to scale so that there can be determined the character, all elevations, exterior appearance and exterior colors of all structures and landscaping. SUBDIVIDER or ASSOCIATION shall, in writing, within fifteen (15) days after submission of said preliminary plans, accept, reject, or propose changes. Prior to the start of any construction on the lot, OWNER shall submit to SUBDIVIDER or ASSOCIATION, final plans and specifications prepared by an architect for all construction and landscaping, exterior colors, and a location and plot plan in detail and to scale. Failure to obtain written approval of SUBDIVIDER or ASSOCIATION of the final plans and specifications for all construction on the lot and the final professional landscape plan shall be deemed a material breach of this restriction. The SUBDIVIDER or ASSOCIATION shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down or removed 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 exterior colors on any building or structure on any lot shall be permitted that, in the sole judgment of SUBDIVIDER or ASSOCIATION, would be inharmonious or discordant, or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved by SUBDIVIDER or ASSOCIATION.

No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered unless approved by SUBDIVIDER or ASSOCIATION.

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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.

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 on screened porches, Florida rooms or utility rooms shall not be permitted unless located to the rear of the building and first approved by SUBDIVIDER or ASSOCIATION in writing. notwithstanding the foregoing, a mansard roof or a flat roof located elsewhere than to the rear of the building may be permissible if first approved in writing by SUBDIVIDER or ASSOCIATION. All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms shall not have a front entrance door. 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.

Landscaping as required and as shown on the approved final landscape plan 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 authority. No gravel or blacktop or paved parking strips are to be allowed. Driveways must be constructed with materials as approved by SUBDIVIDER or ASSOCIATION. The location and type of mailbox must be approved by SUBDIVIDER or ASSOCIATION prior to installation. All mailboxes must be maintained in good condition as determined by SUBDIVIDER or ASSOCIATION.

All areas not covered by buildings, structures, walkways, or paved parking facilities shall be maintained as lawn or landscaped 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.

SUBDIVIDER may appoint an ARCHITECTURAL CONTROL COMMITTEE to review all plans and specifications for all construction in the SUBDIVISION, and to determine the hours of construction, repair or maintenance.

4. GARAGES, CARPORTS AND STORAGE AREA. No garage shall be erected which is separated from the main building, and the garage shall accommodate no less than two (2) nor more than three (3) automobiles. All garage doors must be equipped with automatic door openers and closers so that when ingress and egress to the garage is not desired, the garage doors shall remain closed.

No unenclosed storage area shall be permitted on any lot. No enclosed storage area shall be permitted which is separated from the main building, and all storage areas must be located to the rear of the dwelling. Carports shall not be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION.

5. WALLS, FENCES AND SHUTTERS. 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 six (6) feet without written approval by SUBDIVIDER or ASSOCIATION. Perimeter walls and fences shall not be permitted. No wall or fence shall be constructed on any lot until its height, length, type, design, composition, materials and location on the lot 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 height, length, type, design, composition, materials and location of any wall or fence shall be resolved by SUBDIVIDER or ASSOCIATION, whose decision shall be final. Hurricane or storm shutters shall not be stored on the exterior of the residence.

A. No wood fencing material shall be permitted unless approved in writing by GRANTOR or ASSOCIATION.

6. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, or antenna towers shall be permitted. A flagpole for display of the American Flag only shall be permitted and its design and location must be first approved in writing by SUBDIVIDER or ASSOCIATION. An approved flagpole shall not be used as an antenna.

7. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted except the SUBDIVIDER may, upon written request of the OWNER, permit a temporary construction facility on the lot during construction, and its size, appearance and temporary location on the lot must be approved by SUBDIVIDER in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by SUBDIVIDER in writing, and SUBDIVIDER shall require landscaping around this temporary construction facility in sufficient quantity so as to shield it from all adjacent streets and properties.

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. Wall air-conditioning units shall be permitted only after prior written approval by SUBDIVIDER or ASSOCIATION. Window air-conditioning units shall not be permitted.

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 pro-rata 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 addition, 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

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finished, painted and attractive condition. Upon the failure of the OWNER to maintain the property, buildings, structures, improvements and appurtenances to the satisfaction of the SUBDIVIDER or ASSOCIATION or HOMEOWNERS' ASSOCIATION, and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION, the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' 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, ASSOCIATION or HOMEOWNERS' ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION. If any OWNER fails to make any payment herein required within thirty (30) days after requested to do so by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION, then the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION, whichever the case may be, is hereby granted a lien on the real property involved, which lien shall secure the monies due for the cost of making the correction hereunder, together with interest at the highest legal rate under the usury laws of the State of Florida from date of delinquency, all costs and expenses, including a reasonable attorney's fee, which may be incurred by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION in enforcing this lien. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the OWNER, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

14. MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNERS' ASSOCIATION. Every person or entity who is an OWNER of a lot, including the SUBDIVIDER, at all times as long as it owns any part of the property subject to this Amendment to Declaration of Restrictions, shall be a MEMBER of the HOMEOWNERS' ASSOCIATION, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a MEMBER. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment. The HOMEOWNERS' ASSOCIATION may have classes of membership, which classes shall have such voting rights, as are set forth in the Articles of Incorporation of the HOMEOWNERS' ASSOCIATION.

15. PROPERTY RIGHTS IN THE COMMON PROPERTY.

A. Members' Easements of Enjoyment. Every MEMBER shall have a right and easement of enjoyment in and to the common property which shall be appurtenant to and shall pass with the title to every lot subject to the following:

- (1) The right of the HOMEOWNERS' ASSOCIATION to take such steps as are reasonably necessary to protect common property against foreclosure;
- (2) All provisions of this Amendment to Declaration of Restrictions, the Plat of MAPLE WOOD, and the Articles of Incorporation and By-laws of the HOMEOWNERS' ASSOCIATION; and
- (3) Rules and regulations governing use and enjoyment of the common property adopted by the HOMEOWNERS' ASSOCIATION.

16. COVENANTS FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The OWNER of any lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the ASSOCIATION or HOMEOWNERS' ASSOCIATION any annual assessments or charges, and any special assessments for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest legal rate under the usury laws of the State of Florida and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made, and shall also be the personal obligation of the OWNER. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the common property or by abandonment.

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B. Purpose of Assessment. The annual and special assessments levied by the ASSOCIATION or HOMEOWNERS' ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetic enjoyment and welfare of the residents of the properties covered by this Amendment to Declaration of Restrictions and in particular for the improvement and maintenance of the common property and any easement in favor of the ASSOCIATION or HOMEOWNERS' ASSOCIATION, including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by, the ASSOCIATION or HOMEOWNERS' ASSOCIATION.

C. Uniform rate of Assessment. All regular and special assessments shall be at a uniform rate for each lot covered by this Amendment to Declaration of Restrictions.

D. Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the HOMEOWNERS' ASSOCIATION, or if not done by the HOMEOWNERS' ASSOCIATION, by the Board of Directors of the ASSOCIATION, to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Boards.

17. 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 such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property as of the date of recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state the description of the lot encumbered thereby, the name of the OWNER, the amount due and the date when due. Said lien shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representative and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate under the usury laws of the State of Florida per annum, and the ASSOCIATION or HOMEOWNERS' ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all costs and expenses, including a reasonable attorneys' fee, which shall be incurred by the ASSOCIATION or HOMEOWNERS' ASSOCIATION in the enforcement of this obligation.

18. NOTICE TO SUBDIVIDER OR ASSOCIATION. Notice to SUBDIVIDER or ASSOCIATION of a request 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.

A. Notice to Homeowners' Association. Notice to HOMEOWNERS' ASSOCIATION as required by these Restrictions or the By-Laws of THE MAPLE WOOD ISLE ASSOCIATION, INC., shall be in writing and delivered or mailed to HOMEOWNERS' 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 HOMEOWNERS' ASSOCIATION.

19. 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.

20. TRUCKS, COMMERCIAL VEHICLES, RECREATION VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS. No truck, commercial vehicle or recreation vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck, commercial vehicle or recreation 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.

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21. NO SUBDIVISION. None of the lots in the SUBDIVISION shall be divided or sold except as a whole, without the written approval of the SUBDIVIDER or ASSOCIATION.

22. 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 recorded 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 and 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.

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

24. NUISANCES. Nothing shall be done which may be or may become an annoyance 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.

25. 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.

26. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by the Amendment to 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, ASSOCIATION or HOMEOWNERS' 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.

27. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The covenants and restrictions under this Amendment to Declaration of Restrictions shall run with and bind the property covered thereby and shall inure to the benefit of and be enforceable by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION or the OWNER of any property subject to this Amendment to Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Amendment to Declaration of Restrictions is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then OWNERS of two-thirds (2/3) of the lots has been recorded agreeing to change or terminate said covenants and restrictions in whole or in part.

28. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in its sole discretion, modify, amend, waive or add to this Amendment to 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.

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29. 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 performance or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorneys' fees, including appellate fees, incurred in the enforcement of these covenants, restrictions or liens shall be paid by the OWNER. Failure by the ASSOCIATION, SUBDIVIDER or HOMEOWNERS' ASSOCIATION to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

30. 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 Amendment to Declaration of Restrictions in its name by the undersigned authorized officers and affixes its corporate seal hereto, this 8<sup>th</sup> day of December, 1978, at Coral Springs, Broward County, Florida.

ATTEST:

W. Buntemeyer  
W. BUNTEMEYER, Secretary

FLORIDA NATIONAL PROPERTIES, INC.

By: R.L. Hofmann  
R.L. HOFMANN, President




STATE OF FLORIDA            )  
  ) SS  
COUNTY OF BROWARD        )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared R.L. HOFMANN and W. BUNTEMEYER, well known to me to be the PRESIDENT and SECRETARY, respectively, of the corporation above named, and that they severally acknowledged executing the same freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of December, 1978.

Roselind Schlenkert  
Notary Public  
My Commission Expires Sept 12 1981



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT 12 1981  
BONNEY & COMPANY GENERAL INSURANCE UNDERWRITERS

This Instrument Prepared By:  
ARTHUR W. SCHLENKERT, ESQ.  
3300 UNIVERSITY DRIVE  
CORAL SPRINGS, FLORIDA 33065

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