Maplewood Isle Association, Inc.

Common Rules and Regulations
As of
September 2007

Please note that these Rule and Regulations are subject to revision by the Board of Directors of Maplewood Isle in the course of normal business. Updated information will be sent to individual homeowners. Changes will also be posted on the website at **www.maplewoodisle.com**

It is the responsibility of any Realtor, wishing to gain access to Maplewood Isle, to inform the prospective homeowners of the Rules and Regulations herein contained. Additionally, the Realtor must present the prospective homeowner with the name, address, and telephone number of the Association Management Company for Maplewood Isle Association, Inc. from which the prospective homeowner may obtain a copy of the By-Laws.

A copy of the Rules and Regulations and the By-Laws may be obtained from the Management Company. The Management Company's name, address, and telephone number is clearly posted at the front and back guardhouses.

Architectural Control Standards:

According to the By-Laws of the Homeowners Association, the Architectural Review Committee must approve any and all changes contemplated for the exterior of a homeowner's residence prior to commencing with said changes. These changes include but are not limited to:

1. Changes in roofing, roofing materials, externally visible roofing materials such as stacks, flashings, metal chimney caps, and vents;
2. Changes in or addition of exterior materials such as stucco, stone brick, and wood;
3. Changes in elevation or additions or extension to the home;
4. Changes or addition of windows, window screens, and louvers;
5. Changes to exterior trim, doors, screened porches, patios, driveways, mailboxes, pool screens, and walkways;
6. Changes or additions of exterior lighting;
7. Changes or addition of walls, fences, mailboxes, and gates;
8. Changes to current exterior paint colors, stains, or exterior trim colors;
9. Changes or addition of garage doors;
10. Changes or additions to trees and shrubs.

Prior to commencing work, the homeowner is obligated to seek approval from the Architectural Review Committee by completing appropriate form found at the front gate; submitting samples and/or professional drawings of intended changes; and awaiting approval from the Board.

The Board will not unreasonably withhold approval but will not automatically grant approval to construction completed or in the process of being completed that was not approved by the Board prior to commencement of construction. The Board has 30 days from completed submission by the homeowner including the form and samples to approve or deny the request. The Board can legally force the homeowner to reverse the unapproved changes and have the homeowner pay for any expenses that are necessary to make that change.

The City of Coral Springs requires all paint colors to be approved by the City and a City permit obtained before submitting to the Architectural Review Committee (ARC). The Architectural Review Committee reserves the right to request of the homeowner that actual samples of the paint be applied to the home for review. Furthermore, approval by the City does not constitute automatic approval by the Architectural Review Committee. A palette of approved colors is available from the Association.

Commercial Activity:

Commercial selling of items to the public by residents as part of a business is not permitted when purchasers require entrance to Maplewood isle.

Construction:

Any new construction in Maplewood Isle requires adherence to the Maplewood Isle Architectural Control Standards – Basic Design and Planning Criteria - that may be found in the By-Laws of Maplewood Isle Association, Inc. The name, address, and telephone number of the Management Company may be found at either the front or back guard gates for further clarification on construction issues.

Construction may not begin before 8:00 am Monday through Friday and must be completed for the day with construction crews gone from the homeowner's premises by 6:00 pm. On Saturdays, construction may take place from 9:00 am until 1:00 pm. There is no construction allowed on Sunday or any federal holidays.

In the event that heavy construction equipment (backhoes, cranes, front loaders, bobcats, etc.) or other vehicles that do not normally use the public roads will be entering Maplewood Isle then the homeowner will be required to post a $1000 damage bond with the Association Management company so that any damage that occurs to the common areas by the construction company may be promptly repaired. Upon completion of all construction on your property you may request that any unused funds be returned to you. The security guards have been instructed to refuse entry to heavy construction equipment unless it is authorized by the Association Management Company. The homeowner is responsible to the association for any damage to the common elements. It will be up to the homeowner, not the Association, to pursue reimbursement from the construction company if necessary.

All contractors and sub-contractors are expected to adhere to common courtesy and minimize as much as possible disturbances to the neighbors. This includes no loud music, using proper restroom facilities, proper cleanup of trash and waste, no alcohol, no pets, and observation of all other rules of Maplewood Isle.

It is the Homeowner's job to make sure these rules are followed. If a complaint is received by any board member, then that board member is authorized to halt construction for the rest of the day at that site and will ask all contractors/subcontractors asked to leave Maplewood Isle.

Permission for re-entrance will be approved only after the board is assured that all contractors have been instructed as to proper behavior.

Decals:

All vehicles registered to current homeowners or children of current homeowners of Maplewood Isle must have a Board approved decal affixed to the driver's side windshield. Vehicle registration forms may be obtained from the front guardhouse. Once completed, a Maplewood Isle decal will be issued.

Vehicles without approved decals will be stopped; asked to produce appropriate identification; and necessitate contact with homeowner before gaining access to Maplewood Isle.

Maintenance companies, housekeeping personnel, or non-residential family members may gain access to Maplewood Isle on a routine basis, if the homeowner places the individual or company name on the access log maintained by the security guards. Homeowners assume full responsibility for these individuals or companies while on their respective premises.

Electrical Generators:

Electrical generators with a noise intensity of 100db at 16 ft. may be used during periods of power outage between the hours of 6AM and 12AM. This is the equivalent of a Lawnmower engine or a standard 5000-6000 Watt portable generator.

We understand that some portable generators need to be placed close to the electrical panel so that they can be connected to an "Electrical Transfer Switch". Please be considerate of your neighbors when placing and using a generator so as to minimize unnecessary disturbances.

Whole house Residential standby systems are permitted provided that all procedures of the Architectural Review Committee are followed as well as all following all city code requirements and permit procedures. The Architectural Review Committee will review the placement of these permanent structures and consider the impact on neighbors, and sightliness from the street. All permanent generators must be concealed behind bushes and other natural landscaping so that they are not visible by neighbors or from the street.

Hours of operation of permanent generators will be the same as that for portable generators, unless there is noise abatement in place so that they will not disturb any neighbors during the 12AM-6AM period where the neighborhood should be silent. Consult with your neighbors prior to using any unit during these hours. If any neighbor objects to usage, then you will be required to switch off the operation.

Emergency Procedures:

The Board has the right to grant immediate relief, regarding construction or maintenance, to a homeowner when emergency repairs are necessitated by acts of nature.

Fencing:

Perimeter fencing is not allowed. Fencing of pool or fencing for safety is allowed with the Architectural Review Committee's approval. Fencing must be start at least 1/3 back from front of home; be three feet off the surveyed property line; be no higher than 4 feet tall; be clear of any easements; be fully landscaped; and be constructed of approved materials. The Architectural Review Committee's approval must be obtained. Wood fences are not allowed.

Guests:

If a homeowner leaves written instructions at the guardhouse regarding who is to be allowed or not to be allowed entrance to Maplewood Isle, those written instructions cannot be overruled by anyone except the person or spouse who wrote the original instructions. Children do not have the authority to verbally modify the original instructions. The homeowner assumes full responsibility for the actions of their guests while on Maplewood Isle premises.

Hedges:

All hedges must be kept trimmed and neat. Hedge height may not exceed 12 feet.

Hurricanes:

When a hurricane warning is issued by the Broward County, guards at the front and rear entrances will secure the guardhouses, board the windows, give access keys to a specified board member, and they will leave the front guard gates in the open position and shut off electricity to the gates and the guardhouses.

Security personnel will not return until after the "all clear" has been issued. Since there is no restriction in entrance to the community during this period, homeowners are urged to be extra vigilant to the safety of their property.

After the storm, the board members will assess the cleanup required and designate areas where debris should be piled up. It is expected that homeowners will adhere to these locations so as to minimize damage to common areas and other property. The board will

make every effort to have government provided clearance services clean up Maplewood Isle debris.

It is imperative that all utility boxes and other access points (water, electrical, telephone) be kept clear of debris so that restoration activities can take place as needed.

Landscaping :

All landscaping must meet minimal guidelines set forth in the By-Laws of Maplewood Isle. The Landscaping Committee must approve any changes to visible landscaping and/or street side landscaping. Proposed drawings of any changes must be presented to the Committee including: type, size, and any other materials intended for use including but not limited to sculptures, birdbaths, and fountains.

No street side trees, trees that line the main streets of Maplewood Isle, may be removed or trimmed without consent of the Landscaping Committee. This includes the Maple, Oak, or Black Olive trees that line the streets of Maplewood Isle forming the canopy. A certified arborist must do any removal or trimming of street-side trees. The Management Company or the Landscaping Committee has a list of certified arborists available. If a street side tree must be removed, the homeowner is required to replace tree with like tree in both size and species.

Lawn maintenance companies are the responsibility of the homeowner. The homeowner is responsible to make sure that the maintenance company removes all lawn debris blown into the street; into the catch basins (gutters); or into the sewers. Lawns must be kept free of weeds and debris with grass trimmed at regular intervals weather permitting.

Maintenance hours are permitted from 8:00 am until 6:00 pm Monday through Friday and from 9:00 am to 1:00 pm on Saturdays. No routine maintenance is allowed on Sundays or federal holidays. All maintenance companies must enter through the back guard gate and are not permitted to park on the curved portions of the cul-de-sacs blocking access to driveways, streets, or egresses.

Mailboxes:

Per the By-Laws of Maplewood Isles, all mailboxes must meet minimum construction standards in size and architectural motif. The Architectural Review Committee must approve any changes to mailboxes.

The Board of Directors has approved a "standard" mailbox that may be installed without Architectural Review Committee approval. Consult the Association Website at http://maplewoodisle.com for details of this approved mailbox and instructions on how to order it.

Free access to mailboxes must be allowed at all times. No trucks, vans, or cars may block access to mailboxes.

Movers:

Moving companies are allowed access to Maplewood Isles during the hours of 8:00 am through 6:00 pm Monday through Friday and on Saturday from 9:00 am to 1:00 pm. All trucks must enter and leave Maplewood Isle through the back gate. Any damage incurred by the moving trucks or vans to the streets, tree canopy, or other property of Maplewood Isle will be the responsibility of the homeowner.

If the moving company is unable to accommodate the above times, the Management Company must be contacted in advance so that special consideration can be obtained.

The moving trucks or vans may not block access to driveways, cul-de-sacs, streets, or other common egresses. While parked, moving trucks or vans may not idle their engines for any prolonged period of time.

Parking:

Maplewood Isle residents are not allowed to park their cars on the street for any prolonged period of time. All cars belonging to the homeowner or children of the homeowner are to be parked in the resident's driveway. No commercial vehicles may be parked on the premises except to provide goods or services to residents.

If a resident is having a large number of guests at their home, cars **must be parked on ~~alternative~~ only one side of the street** so that emergency vehicles can navigate freely. Any car found blocking access to a street, driveway, or egress will be towed immediately with the cost to be borne by the car owner. It is the responsibility of the homeowner to ensure free and clear access to streets, driveways, or egresses during a function at their residence.

Parties or Other Functions:

Homeowners wishing to have a function at their residence with at least 20 adult guests in attendance must present the front security guard with an alphabetical listing including first and last name of attendees. This list must be presented to the security guard at least two hours in advance of guest's arrival.

If any homeowner is having a function at their residence where it is expected that at least 15 unaccompanied teenagers ranging in age between 12 to 18 years of age will be in attendance, it will be required for that homeowner to arrange for private security to ensure the safety of those children in attendance and the neighborhood at large. No one will be granted access into

Maplewood Isle for a party thrown by a teenager without a list posted at the front guardhouse and which the homeowner has signed agreeing to accept responsibility for the actions of those on the list.

Between 8PM and 8AM the homeowners will have sole responsibility for authorizing guests into Maplewood Isle unless written instructions are provided to the front security guard giving that responsibility to someone else over the age of 18. This means that if someone presents themselves to the front guardhouse and a call is made to the residence and the homeowner is not home and no other written instructions are at the guard house, the guest will be refused entry. The homeowner is not permitted to delegate this responsibility to anyone under the age of 18 during these hours. If the Homeowner is not at home after the first call, and no written instructions have been provided, the security guards will refuse entry to all guests that arrive later, without calls, until the homeowner contacts the security staff. The security guards may also request that a homeowner present themselves at the front guardhouse with identification to ensure that they are talking to the homeowner and discuss any security needs the guards feel are warranted. These rules are intended to limit parties that may quickly get out of hand with uninvited guests. To avoid guests being refused entry, simply provide a written list of invited guests to the guards before the party.

Damage created by any guest, to either private property or common property, will be the sole responsibility of the homeowner. The homeowner also assumes full responsibility to clean up debris left by their guest or guests on any common property of Maplewood Isle or other's private property. Immediately following the function, all private and common property must be returned to initial state.

Pets:

The actions of all pets are the responsibility of the individual homeowners. Dogs must be leashed at all times while outside the home. The dog owners are responsible to pick up their dog's solid waste.

Electronic dog fencing is permitted with the approval of the Architectural Review Committee. No electronic perimeter fencing is allowed. All fencing guidelines are applicable including fencing for dog runs.

If a dog or other pet is left unattended or is found roaming the neighborhood, animal control will be notified immediately. This is done to insure the safety of the residents, children, and other pets on Maplewood Isle. If a dog or other pet creates a nuisance or is an annoyance, due to incessant barking, howling, or other actions, the homeowner will be notified immediately. If the homeowner fails to take immediate action, animal control will be notified and a complaint will be filed.

Property Auction Rules:

It has come to the board of director's attention that homeowners in Maplewood Isle have arranged for private companies to Auction off their property in place of using a traditional Real estate companies.

This is intended to clarify the Rules to be used by the homeowner and the Auction Company. It is the homeowners responsibility to obey the current Rules and Regulations document and to ensure that all companies under contract obey the Rules and Regulations of Maplewood Isle.

Home Auctions fall under the rules detailed above. Reviewing these rules:

- No Open houses for the general public
- No Signs advertising the Property in Maplewood Isle or ont he roads leading up to Maplewood Isle.
- All prospective buyers must be accompanied by a licensed Real estate Agent for showing the property
- All showings must be pre-arranged with the Security posts (i.e. guards must be notified in advance of the scheduled time of the showing, with names of the Real estate agent and the prospective buyer)

With these rules in mind, we would like to clarify how they pertain to auctions in the form of "Frequently Asked Questions".

1. I want to hold an auction of my property. Who should we notify?

   As a courtesy the board of director's should be informed in writing of the name and address of the Auction company, the proposed date of the auction, and the representatives of the Auction Company who will be showing the property.

   In addition we request that the auction company representatives introduce themselves to the security staff and provide a business card with contact numbers.

2. The Auction company wants to advertise the home. Is this permitted?

   There are no restrictions on advertising the home in print, TV or Internet. It is expected that these advertisements would be similar to normal Real Estate advertisements.

3. The Auction company wants to hold an open house so that they can expose the property to prospective bidders. How can this be arranged.

There are no open houses permitted. If the auction company wishes to have repeated showings on a single day, then each prospective bidder must be accompanied by a representative of the Auction Company from the time they enter the gate until they depart. The Auction company representative may escort a maximum of four prospective bidders at any given time. They must enter the gate together in a single vehicle and depart together.

Only one Auction company representative may show prospective bidders the property at any given time. The homeowner must notify the security post in advance of the arrival of the Auction company representative and provide the name of the representative who will be arriving and the prospective bidders. If an auction company representative arrives at the security post without having advanced notification they will be turned away.

4. How many showings can we have in a single day.

   No more than 10 groups of prospective bidders (40 in total) may view the property in a single day. This is so that the security staff is not overly burdened with arrivals and departures of Auction Company representatives.

5. What information needs to be provided to the prospective bidders?

   As with all prospective buyers, the Auction Company must provide prospective bidders with copies of the Maplewood Isle Association Common Rules and Regulations (this document) and the Maplewood Isle Association by-laws. These important documents give information on how the association operates.

   These documents may be obtained from the association management company whose name, and telephone number are available at the security posts.

6. What about the day of the auction? How do the bidders attend?

   The auction MUST be held off site. We recommend a nearby Hotel Banquet room or other venue. Prospective bidders should have previously arranged a showing with the Auction Company. Residents have expressed concern with previous occurrences where large numbers of people unknown to either the Homeowner or the Action company gained entrance to the community in order to attend the Auction.

   Prospective bidders may view the property on the day of the auction provided that all the rules above are followed (accompanied, no more than 4 at a time, security notified in advance)

7. I would like to auction the contents of my property as well. Can I do that?

   You can auction the contents of your property provided that is done off site. All contents must be removed at the same time in one vehicle either prior to or after the auction. There will be no "pickups" by the winning bidders after the auction.

   Viewing of the contents can be either:

   - During the showing of the property following the above rules
   - Move the contents to an off-site location for viewing,auction, and immediate removal.

8. When and How can the contents be removed?

   Following the rules for moving vans, contents can be loaded into a single vehicle on Weekdays from 8AM-6PM and on Saturday from 9AM-1PM. There will be no removal outside these hours or on Federal Holidays.

9. After the auction, is the winning bidder permitted to enter the community?

   When the property sale is closed, the new homeowner must register with the management company and that time they will be authorized to receive decals for their vehicles. Prior to closure of the sale, winning bidders are regarded in the same manner as any other buyer with a signed sales contract.

10. What about Property inspections?

    This is handled in the exact same fashions as with traditional real estate sales. The current homeowner will notify the security staff that the inspector will be arriving.

11. I have some more questions. Who can help me get answers?

    The current board of director's can answer all questions. Inquire at the Security post for the names and telephone numbers of the board of directors.

Recreation:

Out door recreation is permitted from 9:00 am until 10:00 pm.

Motorized (electric or gas powered) go-carts, mopeds, or other like items are not permitted on the streets of Maplewood Isle.

Sales:

Garage sales, Estate sales, Moving sales or other types of publicly advertised sales are also not permitted when buyers require entrance to Maplewood Isle.

Signs and ornaments:

All signs listing or advertising Realty Companies, Service Vendors, or other commercial or non profit organizations are not permitted to be displayed in Maplewood Isle.

Political election signs may be displayed in Maplewood Isle. The signs are to be no larger than 12 inches by 12 inches and no resident may have more than 6 signs in Maplewood Isle at any given time. Political election signs are permitted in the period from 60 days before the election to 3 days past the election.

Solicitations:

There is no solicitation or door-to-door sales allowed in Maplewood Isle with the exception of school age children, of Maplewood Isle residents, who wish to sell school approved sale items such as candy bars, wrapping paper, or cookies.

Any vendor who wishes to advertise in Maplewood Isle may do so through the Maplewood Isle Web Site or by means of individually addressed advertising delivered by the US Postal Service.

The Maplewood Isle Resident Directory may not be given or addresses and other pertinent information disclosed to solicitors.

Speed Limits:

All speed limits are clearly posted and are to be observed in Maplewood Isle. The board has the option of prohibiting guest's vehicles from re-entering if a complaint has been made regarding the speed of the vehicle though Maplewood Isle.

Trash:

Trash items, garden clippings, trash bags, trash or recycling cans may not be left by the curb in anticipation of trash pick-up day. All trash items may be brought to the street on the morning of the scheduled trash pick-up. All trash items must he bagged or placed in appropriate containers.

All trash and/or recycling cans must be removed from the curb following trash pick-up. Any trash items, garden clippings, trash bags, trash or recycling cans left by the curb for more than 24

hours prior to scheduled trash pick-up or after scheduled trash pick-up will be subject to removal by private hauler. If a private hauler is called to pick-up items remaining by the curb, the Resident will be billed for its removal.

Vehicles:

Vehicles belonging to the Residents of Maplewood Isle must display approved decal. Decals are available at the Front Security Gate.

All vehicles, remaining on the Isle for more than 24 hours, must be parked in the Resident's driveway and may not block any Resident's mailbox, driveway, or access way including cul-de-sacs.

Wild Animals:

Maplewood Isle is not responsible for wild animals such as raccoons, opossums, or others that inhabit a resident's private home or yard. However, if these animals are located or nesting in a public or common grounds area of the Isle and their presence poses a safety or health hazard for the Residents of Maplewood Isle, then the Board of Directors will direct removal of such animals.

and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the ASSOCIATION and the user for use of ASSOCIATION property when such is deemed appropriate by the Board of Directors of the ASSOCIATION.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the ASSOCIATION.

H. In general, to have all powers conferred upon a corporation by the Laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

A. The MEMBERS shall consist of the property OWNERS in MAPLE WOOD ISLE and all such property OWNERS shall be MEMBERS of the ASSOCIATION.

B. "SUBDIVIDER", "OWNER", "MEMBER", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid MAPLE WOOD ISLE RESTRICTIONS.

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each MEMBER shall be entitled to one (1) vote for each LOT in which they hold the interests required for membership. When one or more persons holds such interest or interests in any LOT, all such persons shall be MEMBERS, and the vote for such LOT shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any LOT. Except where otherwise required under the provisions of these Articles, the MAPLE WOOD ISLE RESTRICTIONS, or by law, the affirmative vote of the OWNERS of a majority of LOTS represented at any meeting of the MEMBERS duly called and at which a quorum is present, shall be binding upon the MEMBERS.

B. The SUBDIVIDER shall have the right to appoint a majority of the Board of Directors so long as it owns at least twenty (20) LOTS in MAPLE WOOD ISLE.

C. The SUBDIVIDER shall have the right to appoint two (2) members to the Board of Directors so long as it owns less than twenty (20) LOTS but more than one (1) LOT in MAPLE WOOD ISLE.

D. The ASSOCIATION will obtain funds with which to operate by assessment of its MEMBERS in accordance with the provisions of the MAPLE WOOD ISLE RESTRICTIONS, as supplemented by the provisions of the Articles and By-Laws of the ASSOCIATION relating thereto.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the ASSOCIATION shall be managed by a Board of Directors consisting of five (5) Directors. So long as the SUBDIVIDER shall have the right to appoint a majority of the Board of Directors, Directors need not be MEMBERS of the ASSOCIATION and need not be residents of MAPLE WOOD ISLE; thereafter, all Directors shall be MEMBERS of the ASSOCIATION and residents of MAPLE WOOD ISLE and of the State of Florida. There shall be two (2) Directors elected by MEMBERS so long as SUBDIVIDER has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and the term of the other elected Director shall be established for one (1) year. In Addition, SUBDIVIDER shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the MEMBERS which elected or appointed them. In no event can a Board member appointed by

SUBDIVIDER be removed except by action of SUBDIVIDER. Any Director appointed by the SUBDIVIDER shall serve at the pleasure of the SUBDIVIDER, and may be removed from office, and a successor Director may be appointed at any time by the SUBDIVIDER.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the MEMBERS to be held in the year 1979, and until their successors are elected or appointed and have qualified, are as follows:

1. J.P. Taravella	3300 University Drive, Coral Springs, Florida 33065
2. R.L. Hofmann	3300 University Drive, Coral Springs, Florida 33065
3. W. Buntemeyer	3300 University Drive, Coral Springs, Florida 33065
4. R. McKinley	3300 University Drive, Coral Springs, Florida 33065
5. A.N. Malamos	3300 University Drive, Coral Springs, Florida 33065

ARTICLE VII

OFFICERS

A. The officers of the ASSOCIATION shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

B. The names of the officers who are to manage the affairs of the ASSOCIATION until the annual meeting of the Board of Directors to be held in the year 1979, and until their successors are duly elected and qualified are:

President: J.P. Taravella — Vice President: R.L. Hofmann
Treasurer: R. McKinley — Secretary: W. Buntemeyer

ARTICLE VIII

CORPORATE EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as SUBDIVIDER of MAPLE WOOD ISLE shall be effective without the prior written consent of said FLORIDA NATIONAL PROPERTIES, INC., or its successors or assigns, as SUBDIVIDER.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

1. J.P. Taravella	3300 University Drive, Coral Springs, Florida 33065
2. R.L. Hofmann	3300 University Drive, Coral Springs, Florida 33065
3. W. Buntemeyer	3300 University Drive, Coral Springs, Florida 33065

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The ASSOCIATION hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

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 building 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

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.

CFN # 104236248, OR BK 37989 Page 1524, Page 1 of 44, Recorded 08/09/2004 at 02:53 PM, Broward County Commission, Deputy Clerk 1008

NOTICE OF PRESERVATION
OF
COVENANTS AND RESTRICTIONS
FOR
MAPLEWOOD ISLE ASSOCIATION, INC.
a Florida corporation not-for-profit

WHEREAS, the Declaration of Restrictions for Maplewood (hereinafter referred to as the "ASSOCIATION") was recorded on November 1, 1974 at Official Record Book 5999, Page 269 of the Public Records of Broward County, Florida and was amended by Amendment to Declaration of Restrictions for a Portion of Maplewood, recorded on December 14, 1978 at Official Record Book 7927, Page 737 of the Public Records of Broward County, Florida (hereinafter collectively referred to as "DECLARATION"), and imposes covenants, restrictions, duties and obligations, both affirmative and negative, upon each and every lot owner within the ASSOCIATION; and,

WHEREAS, the DECLARATION describes the real property affected by same DECLARATION as hereinafter set forth; and,

WHEREAS, the aforementioned originally recorded DECLARATION will be extinguished thirty (30) years following the root of title pursuant to the Florida Marketable Title Act (MRTA), Chapter 712, et. seq.; and,

WHEREAS, the Board of Directors of the ASSOCIATION has voted by a two-thirds (2/3) majority vote to extend the aforementioned DECLARATION pursuant to Section 712.05(1), Florida Statutes; and,

NOW, THEREFORE, by filing this Notice of Preservation of Restrictions, the ASSOCIATION hereby declares that the ASSOCIATION'S DECLARATION, both as originally recorded and as

amended, shall be extended for a period of thirty (30) years following the recording date of this Notice of Preservation, and in support thereof, and in compliance with Section 712.06, Florida Statutes, states as follows:

1. The name or description of the claimant or the homeowners' association desiring to preserve any covenant or restriction and the name and particular post office address of the person filing the claim or the homeowners' association is attached hereto and incorporated herewith as Exhibit A.
2. The name of each unit owner, and the common address, legal description and Lot number of each unit within the ASSOCIATION is attached hereto and incorporated herewith as Exhibit B.
3. A full and complete description of all land affected by such notice, which description shall be set forth in particular terms, not by general reference, but if said claim is founded upon a recorded instrument or a covenant or a restriction, then the description in such notice may be the same as that contained in such recorded instrument or covenant or restriction, provided the same shall be sufficient to identify the property, which description is attached hereto and incorporated herewith as Exhibit C.
4. A statement of the claim showing the nature, description and extent of such a claim or, in the case of a covenant or restriction, a copy of the covenant or restriction, except that it shall not be necessary to show the amount of any claim for money or the terms of payment. A copy of the ASSOCIATION'S covenants are attached hereto and incorporated herewith as Exhibit D.
5. The ASSOCIATION'S originally recorded Declaration of Restrictions are recorded at

Official Record Book 5999, Page 269 in the Public Records of Broward County, Florida.

Sealed and delivered
in the presence of:

Thomas C Hill
Witness
Print Name: Thomas C. Hill

Sheldon Goldberg
Witness
Print Name: Sheldon Goldberg

MAPLEWOOD ISLE ASSOCIATION, INC.

By: Yoliansky
Print Name: Yolanda Spoliansky

Its: _____

State of Florida
County of Broward

The foregoing instrument was sworn to, subscribed and acknowledged before me this 24 day of May, 200__ by Yolanda Spoliansky _____ of MAPLEWOOD ISLE ASSOCIATION, INC. who [✓] is personally known to me or [ ] produced identification, to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

Judy B. Clifton
Notary Public
Print Name: Judy B. Clifton

Judy B. Clifton
Commission #DD303158
Expires: Mar 24, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires:

Filed by:

Michael E. Chapnick, Esq.
Katzman and Korr, P.A
Wachovia Financial Center, 2nd Floor
5581 W. Oakland Park Boulevard
Lauderhill, Florida 33313-1411
954-486-7774

April 9, 2004 (date)

EXHIBIT "A"

Principal Address:

The Maplewood Isle Association, Inc.
c/o Phoenix Management
4730 N. St. Rd. 7 E 250
Fort Lauderdale, Florida 33319

Filed By:

Katzman & Korr, P.A.
1501 Northwest 49th Street
Suite 202
Fort Lauderdale, Florida 33309

Maplewood Isles
Exhibit "B"

484128030730	MARCH,DANIEL A & JUDITH A	1701 VESTAL DR
484128030740	KASLINER,NORMAN L	1703 VESTAL DR
484128030750	CALABRESE,RICHARD M & ANGELA P	1705 VESTAL DR
484128030760	YEATES,HERB & YEATES,MARIA	1707 VESTAL DR
484128030770	HIRSCH,RONALD L	1709 VESTAL DR
484128030780	JOHNSON,FRANK	10050 VESTAL PL
484128030790	SHARE,LAWRENCE D & PATTI R	10044 VESTAL DR
484128030800	GETTER,STEVEN J & GETTER,JODIE C	10038 VESTAL DR
484128030810	SHACHNER,MARK S & SHACHNER,ROBIN S	10032 VESTAL PL
484128030820	WEISBERG,HERBERT & GAYLE	10026 VESTAL PL
484128030830	AUERBACH,M RICHARD & LISA D	10020 VESTAL PL
484128030840	BAUM,LESLIE	10014 VESTAL PL
484128030850	NEWMAN,ROBERT L TR NEWMAN,JO ELLEN TR	10008 VESTAL PL
484128030860	KUHN,GAIL N	10002 VESTAL PL
484128030870	FLEISCHMANN,SILVIA 1/2 INT EA JIMISON,KENT	10001 VESTAL PL
484128030880	GELLER,JOSHUA & LORRAINE	10007 VESTAL PL
484128030890	SUNDAY,CURTIS P & ROSALYN K	10013 VESTAL PL
484128030900	WEISMAN,ELIOT & WEISMAN,MARIA	
484128030910	WEISMAN,ELIOT & WEISMAN,MARIA	10025 VESTAL PL
484128030920	CATALLO,LAWRENCE G & DEBORAH L	10031 VESTAL PL
484128030930	ZEIDNER,LLOYD N & PHYLLIS L	10037 VESTAL PL
484128030940	PORTH,MANUEL 1/2 INT PORTH,JACQUELINE	1711 VESTAL DR
484128030960	EPSTEIN,LYNN	1715 VESTAL DR
484128030970	HARKAVY,JEFFREY STORM & HARKAVY,JODI L	1717 VESTAL DR
484128030980	LUBACK,STEWART A 1/2 INT EA WILSON,ANN F	1719 VESTAL DR
484128030990	ARCHER,MICHAEL S & DEBRA A	1721 VESTAL DR
484128031000	ROSEN,JUDITH 1/2 INT ROSEN,JOEL	1723 VESTAL DR
484128031020	SMITH,MICHAEL S & ANNETTE L	10253 VESTAL MNR
484128031030	ROSENBLOOM,GERALD & CONNIE E	10255 VESTAL MNR
484128031040	SILVERN,LLOYD W & LYNN R	10257 VESTAL MNR
484128031050	SNYDER,STEVE E & SNYDER,JULIE M	10259 VESTAL MNR
484128031060	VINOGRAD,MIRI F & ARIE	10261 VESTAL MNR
484128031070	NORYCH,MARK D & NORYCH,STEPHANIE J	10263 VESTAL MNR
484128031080	STREIT,PHYLLIS 1/2 INT EA BARNEA,N BENJAMIN	10265 VESTAL MNR
484128031090	WERNER,BARRY M & SUSAN C	10267 VESTAL MNR
484128031100	HIMMEL,JOANNE C	10264 VESTAL MNR
484128031110	ROBINS,MARTIN A & MERYL J	10262 VESTAL MNR
484128031120	KACHEL,DEAN A & MARY J	10260 VESTAL MNR
484128031130	HILL,THOMAS C & HILL,YESENIA	10258 VESTAL MNR
484128031140	BERMAN,JULIAN L & ANNE M	10256 VESTAL MNR
484128031150	ZEWELDI,TEWELDE & BELAINESH T	10254 VESTAL MNR
484128031160	DESAUTELS,GUY & PEGGY	10252 VESTAL MNR
484128031170	WILFONG,TOM & PEGGY	1725 VESTAL DR
484128031180	FRIEDMAN,JEFFREY L & ROESE,SUSAN M	1727 VESTAL DR
484128031190	LAU,BONNIE Y	1729 VESTAL DR
484128031200	LEWIS-SOLAR,ROBERTA BONNIE TR	1731 VESTAL DR
484128031210	CAIN,DANIEL R 1/2 INT EA REEDER,LEANORA M	10205 VESTAL CT
484128031220	DOWNING,TIMOTHY A & DOWNING,ANGELINE M	10209 VESTAL CT
484128031230	MERL,BRETT & MERL,LYDIA	10213 VESTAL CT
484128031240	MERL,BRETT & MERL,LYDIA	
484128031250	SILVER,DAVID R & FRANCES	1731 VESTAL WAY
484128031260	HETTINGER,CARSON & SANDRA L	1735 VESTAL WAY

Maplewood Isles
Exhibit "B"

484128031270	BRAWER,MARC H & BRAWER,SUSAN L	1739 VESTAL WAY
484128031280	STOERKEL,BRUCE & COLOMBIA	1743 VESTAL WAY
484128031290	WELLS,JAMES R & BRENDA S	1747 VESTAL WAY
484128031300	GIANGRECO,FRANK & GIANET	1749 VESTAL WAY
484128031310	GIARRUSSO,THOMAS J & EMMA E	10245 VESTAL CT
484128031320	FUCHS,LAURA M REV LIV TR LE FUCHS,S M & LAURA M T	10249 VESTAL CT
484128031330	GOLD,ROY E & JANET E	10253 VESTAL CT
484128031340	RUIZ,IVAN VILLEGAS & VILLEGAS,JULIETA OTALORA DE	10248 VESTAL CT
484128031350	MARTI,EDUARDO H & MARTA N	10244 VESTAL CT
484128031360	RIZZO,ALFRED J & S L LIV TR LE	10240 VESTAL CT
484128031370	POZZUOLI,JOSEPH E & POZZUOLI,ROSEMARIE M	1730 VESTAL WAY
484128031380	ARGOV,RAMI	1732 VESTAL WAY
484128031390	LEWIS,LARRY P & KAYNER-LEWIS,KATHY	1734 VESTAL WAY
484128031400	CAMPOS,JOHN FELIX & JOYCE M	10224 VESTAL CT
484128031410	MORMENEO,MONICA LINA	10220 VESTAL CT
484128031420	ANGELO,PAUL J II & ANGELO,BARRIE F	10216 VESTAL CT
484128031430	HOUSEN,RUSSELL & EVE	10212 VESTAL CT
484128031440	GARCIA,CRAIG & RANNO-GARCIA,DANIELLE	10208 VESTAL CT
484128031450	SCHWARTZ,MICHAEL J 1/2 INT SCHWARTZ,MELISSA V	10204 VESTAL CT
484128033400	LAQUER,THOMAS E & LINDA S	10170 VESTAL CT
484128033410	DOVE OF PEACE HOLDING DIETZ,DAVID TR	10160 VESTAL CT
484128033420	HAMUY,BENJAMIN & NAOMI	10150 VESTAL CT
484128033430	DELFINO,SALVATORE J & DELFINO,SUSAN	10140 VESTAL CT
484128033440	MEYEROWITZ,NEIL & MEYEROWITZ,ROBIN J	10130 VESTAL CT
484128033450	NUNES,ROBERT K & JACQUELINE J	10120 VESTAL CT
484128033460	WALROND,TREVOR & ROSLYN	10110 VESTAL CT
484128033470	GREEN,LINDA D	10111 VESTAL CT
484128033480	WASA,FREDRIC & LORI	10123 VESTAL CT
484128033490	ROSENBERG,HOWARD & DEBORAH S	10135 VESTAL CT
484128033500	WALLACH,PETER M & BARBARA S	10147 VESTAL CT
484128033510	PONNOCK,ANDREW A & MARIA ANN	10163 VESTAL CT
484128033530	SHAW,DANIEL & SHAW,ELLEN M	10175 VESTAL CT
484128033540	SHAPIRO,CLIFFORD J & NADINE	10187 VESTAL CT
484128033550	GRASSO,RANDY BETH	1724 VESTAL DR
484128033560	SPOLIANSKY,GABRIEL & YOLANDA	1722 VESTAL DR
484128033570	ROGOFF,ROBERT J FAM TR	1720 VESTAL DR
484128033580	GRAUER,ROBERT T & MARION B	1718 VESTAL DR
484128033590	HYMAN,AMY JUNE K 1/2 INT EA BREAULT,LEO E	1716 VESTAL DR
484128033600	SHAPIRO,JEFFREY	1714 VESTAL DR
484128033610	BOMSTEIN,STANLEY J & SONIA E	1712 VESTAL DR
484128033620	NEIMAND,PAMELA W	1710 VESTAL DR
484128033630	BENEFELD,BRUCE JAY & BONNIE	1708 VESTAL DR
484128033640	PROCOPIO,SUZETTE	1706 VESTAL DR
484128033650	CAMPANA,FRANK & GOLEBIEWSKI-CAMPANA,SELENA M	10055 VESTAL PL
484128033660	WILDER,JERRY STEPHEN & IRIS S	10069 VESTAL PL
484128033670	BATTISTA,DANIEL W & BATTISTA,DENISE C	10076 VESTAL PL
484128033680	GOLD,DEBBY A REV LIV TR GOLD,GARY E TRSTEE	10092 VESTAL PL
484128033690	SAHAGIAN,JAMES G	10086 VESTAL PL
484128033700	WEISS,GERALD M & ARLENE T	10080 VESTAL PL
484128033710	ROTH,ALEC & MARLENE GRAY	10074 VESTAL PL
484128033720	KLEINER,HARVEY S & ELLEN	10068 VESTAL PL
484128033730	IACUONE,JOSEPH & KATHY	1706 VESTAL PL

Maplewood Isles
Exhibit "B"

484128033740	TEPPS,JEROME L	1704 VESTAL DR
484128033750	GALICIAN,KENNETH M & JUDITH B	1702 VESTAL DR

EXHIBIT "C"
LEGAL DESCRIPTION

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

74-231155

DECLARATION OF RESTRICTIONS FOR MAPLE WOOD

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

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 naturalness, constancy, variation, uniqueness, convenience, charm and time as hereinafter set forth for the preservation of the property values of the OWNERS thereto.

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:

1. "SUBDIVISION" shall mean and refer to MAPLE WOOD and any portion thereof as recorded in Plat Book 58, Page 39, of the Public Records of Broward County, Florida. These restrictions shall not apply to PARCELS A, B, C, D, E, F, G, H, I, K, L, M, N, P, Q and R.

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, its successors or assigns of any or all of its rights under this 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, its successors or assigns of any or all of its rights under this 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.

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 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 to use, minimum square feet of floor area, and setback limitations according to the following table:

BLOCK	LOTS	MINIMUM SQ. FT.	MINIMUM SETBACK REQUIREMENTS FRONT	REAR	SIDE	USE
A	1-26	1600	25	15	*	Single Family
B	1-12	1600	25	15	*	Single Family
C	1-13	1600	25	15	*	Single Family
D	1-80	1800	25	15	*	Single Family
E	1-93	2000	30	15	*	Single Family
F	1-34	1800	25	15	10	Single Family
G	1-24	1600	25	15	*	Single Family
H	1-11	1800	25	15	*	Single Family
H	12-17	1600	25	15	*	Single Family
J	1-9	1800	25	**	*	Single Family
K	1-13	1800	25	15	*	Single Family
L	1-24	1600	25	15	*	Single Family
M	1-14	1600	25	15	*	Single Family
N	1-5	2000	25	**	*	Single Family
N	6-14	1800	25	**	*	Single Family
P	1-32	1500	25	15	*	Single Family
P	10-26	1500	25	15	*	Single Family
Q	1-8	1500	25	15	*	Single Family
Q	9-15	1500	25	15	*	Single Family
R	1-26	2000	30	15	*	Single Family
S	1-11	1800	25	15	10	Single Family
T	1-22	1500	25	15	*	Single Family
T	23-43	1800	25	15	*	Single Family
U	1-11	1500	25	15	*	Single Family
U	12-22	1800	25	15	*	Single Family
V	1	1500	25	15	*	Single Family
W	1-4	1500	25	15	*	Single Family
X	1-11	1500	25	15	*	Single Family
X	12-20	2000	25	15	*	Single Family
Y	1-17	2240	30	15	*	Two Family
Z	1-20	2250	30	15	10	Single Family
AA	1-1	2000	30	15	10	Single Family
BB	1	1600	25	15	10	Two Family
BB	1-8	1500	25	15	*	Single Family
BB	9-16	1500	25	15	10	Single Family
CC	1-6	1500	25	15	*	Single Family
CC	7-22	1800	25	15	*	Two Family
DD	11-25	1500	25	15	*	Single Family
DD	26-38	1500	25	15	10	Single Family
DD	1-9	1500	25	15	*	Single Family
DD	10-12	1500	25	15	*	Single Family
DD	13-23	1500	25	15	10	Single Family
EE	1-15	1500	25	15	*	Single Family
FF	1-6	2000	25	15	10	Single Family
					10	Two Family

*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 1: Two Family Residences to include Single Family Residences.

**Frontage 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 required 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.

[illegible]

No structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected within SUBDIVISION without written permission of SUBDIVIDER or ASSOCIATION. OWNER must submit to SUBDIVIDER or ASSOCIATION full plans, specifications, name of manufacturer and plans of manufacturer 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.

Flat roofs shall have a minimum pitch of 2-1/2:12 and shall be constructed of flat or barrel covered tile, hand sawn or split cedar shake, slate, copper, a stepped Bermuda type roof of poured light-weight 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 in the rear of the dwelling. Notwithstanding the above, a manned 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 drainage easements 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.

[illegible]

4. GARAGES, CARPORTS AND STORAGE AREA. No garage shall be erected which is separated from the main building, and no enclosed 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 residence 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 be made 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 height 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 into drainage rights-of-way unless OWNER receives written permission from the Coral Springs Improvement District.

6. ANTENNAE. No outside antennae, poles, masts, sky/tronic 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 temporary construction facilities during construction, and in 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 housings, must be underground or placed in suitable areas so close they shall not be visible from any street or adjacent to the Owner 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 date of placement of such sign be first approved in writing by SUBDIVIDER or ASSOCIATION. No blinking signs shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Real 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 or determined by the ASSOCIATION to be in its sole discretion, the ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is hereby empowered to construct for their benefit(s) of a water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, street sweeper, pavilion, swimming pool and other amenities 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, street sweeper, pavilion, swimming pool and other amenities, and total cost shall be apportioned among the lots in the SUBDIVISION in proportion to the 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 billing of the assessment for any of the aforesaid improvements. If any OWNER fails to make payment for the improvements within thirty (30) days after notification, it lies on the OWNER's lot shall note that the proportionate cost thereof. The judgment of the ASSOCIATION in the billing of assessment and the apportionment of said funds shall be final. Each OWNER shall be entitled to the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, street sweeper, pavilion, swimming pool and amenities in perpetuity. Each OWNER shall hold all money received on that a closer conversation can be made to the annual level or dues, and the plan for such level dues 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 growth shall be permitted to grow or remain upon any lot, 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 growth 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 improvements within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises and do such improvements or maintenance as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may consider the OWNER to be charged with the SUBDIVIDER or ASSOCIATION the aforesaid 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 sum so 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 welfare, the described land is hereby subject to an annual assessment commencing with the year 1973. 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. Such lands 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 BIBLE ASSOCIATION, INC., at the office of the ASSOCIATION, presently located at 5000 West Oakgate Road, Coral Springs, Florida, 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION in the needs of the described land may be the judgment 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 ten (10) cents 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 of 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 to satisfy the personal obligation as set forth in paragraph 14 hereof.

16. NOTICE TO SUBDIVIDER OR ASSOCIATION. Notice 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, CAMPERS 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 parked and necessary in the normal conduct or repair of buildings on the property. No truck or commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, of vacation of any kind, campers, or mobile homes shall be permitted to park on or near the property of any time unless kept fully overhead inside the building. None of the aforementioned shall be used as a dwelling or 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 in any manner hindrance or preventing any lot and the lot proportionate thereto being subjected to a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for any lot owned hereby shall not be construed as subdividing a subdivision of any lot in the SUBDIVISION.

21. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining permanent and public utility facilities and improvement control 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 ingress and egress, and for the installation and maintenance of utilities, as shown on the recorded plat of the 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 facilities, public and/or facilities or SUBDIVIDER or ASSOCIATION may deem necessary along, through, on, over and under a strip of land twelve (12) feet in width, or six (6) feet in width, being six (6) feet on centerline of eight (8) feet wide and six feet and one foot lines in the aforesaid SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause to be recorded from time to time written declaration of easement setting forth the location of all such 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 easements 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 deny 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 are applicable to 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 proceeding 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 incurred in the enforcement of these covenants, easements 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 the Declaration of Restrictions in its name, by its undersigned authorized officers and affixes its corporate seal hereto, this 18th day of NOVEMBER, 19 74, at Fort Lauderdale, Florida.

FLORIDA NATIONAL PROPERTIES, INC.
A Florida Corporation

BY: _____
J. Tatarevich, President

ATTEST: _____
H. L. Hofmann, Secretary

CORPORATE SEAL

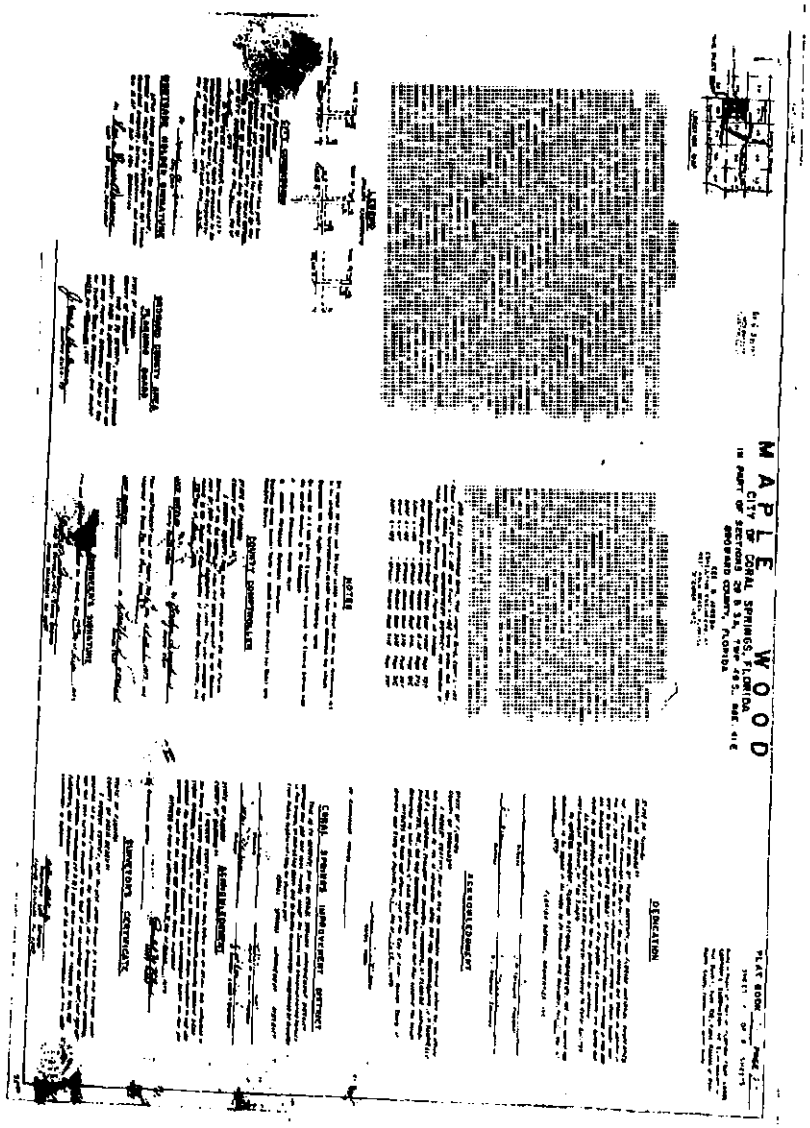
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th day of November, 19 74, by J. TATAREVICH, President of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Notary Public
My Commission Expires:
Feb. 17, 1975

A3560

5889 PG 272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CITY OF CORAL SPRINGS, FLORIDA
DEDICATION
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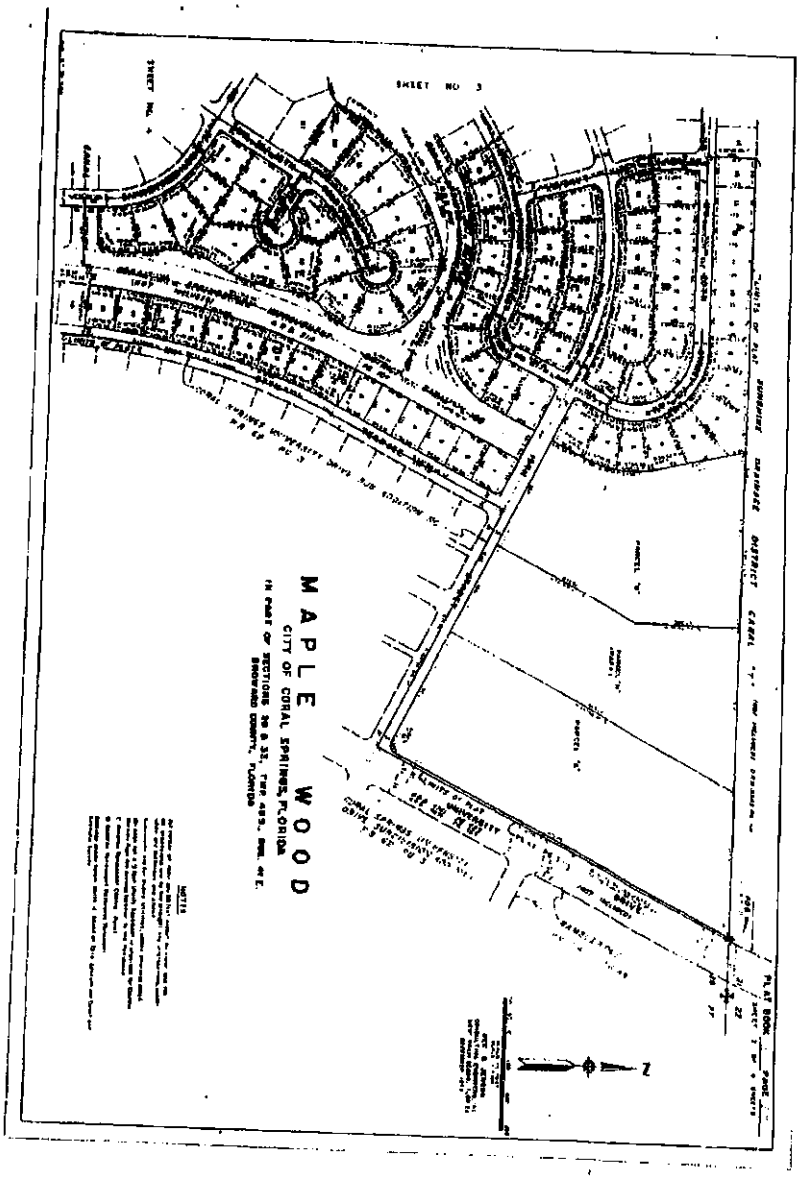
ACKNOWLEDGMENTS
SURVEYOR'S CERTIFICATE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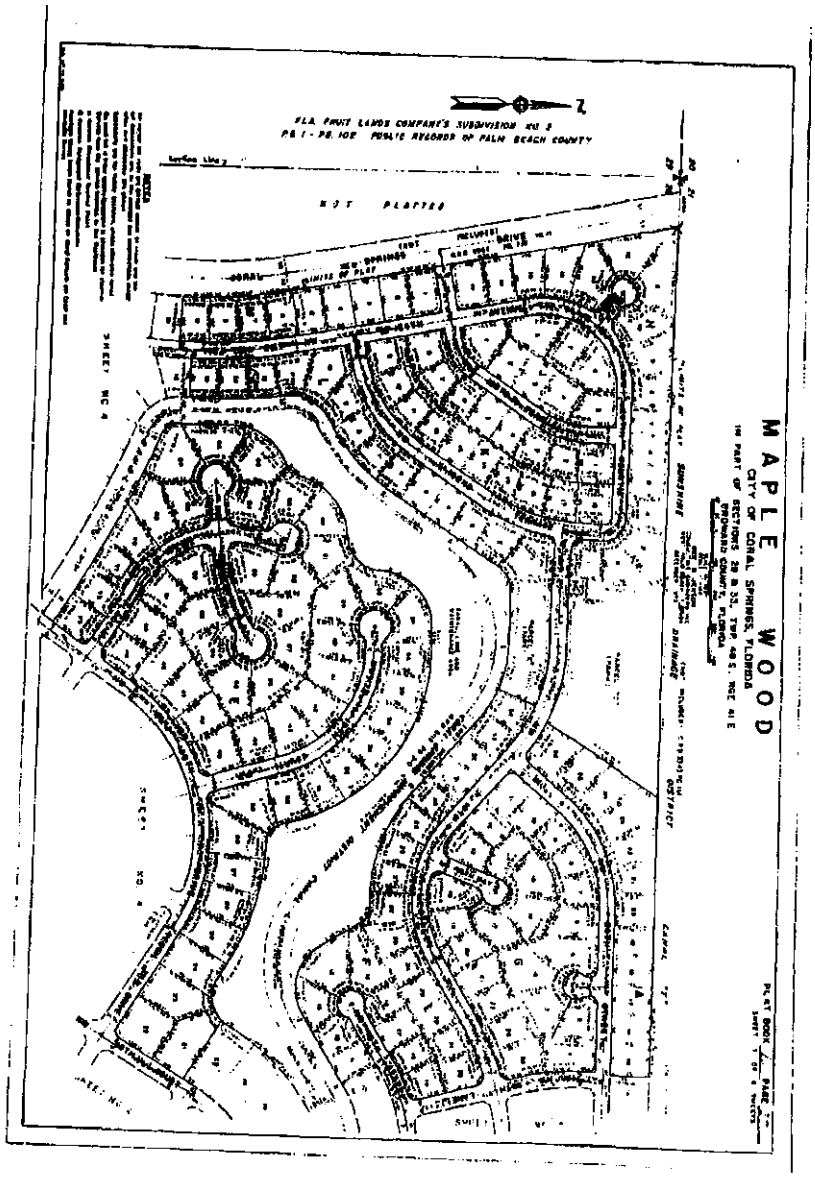
IN PART OF SECTIONS 29 & 32, TWP. 48 S., RNG. 41 E.
BROWARD COUNTY, FLORIDA
NOTES
PARCEL "A"
PARCEL "B"
PARCEL "C"
PLAT BOOK
PAGE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IN PART OF SECTIONS 28 & 33, TWP 48 S, RGE 41 E
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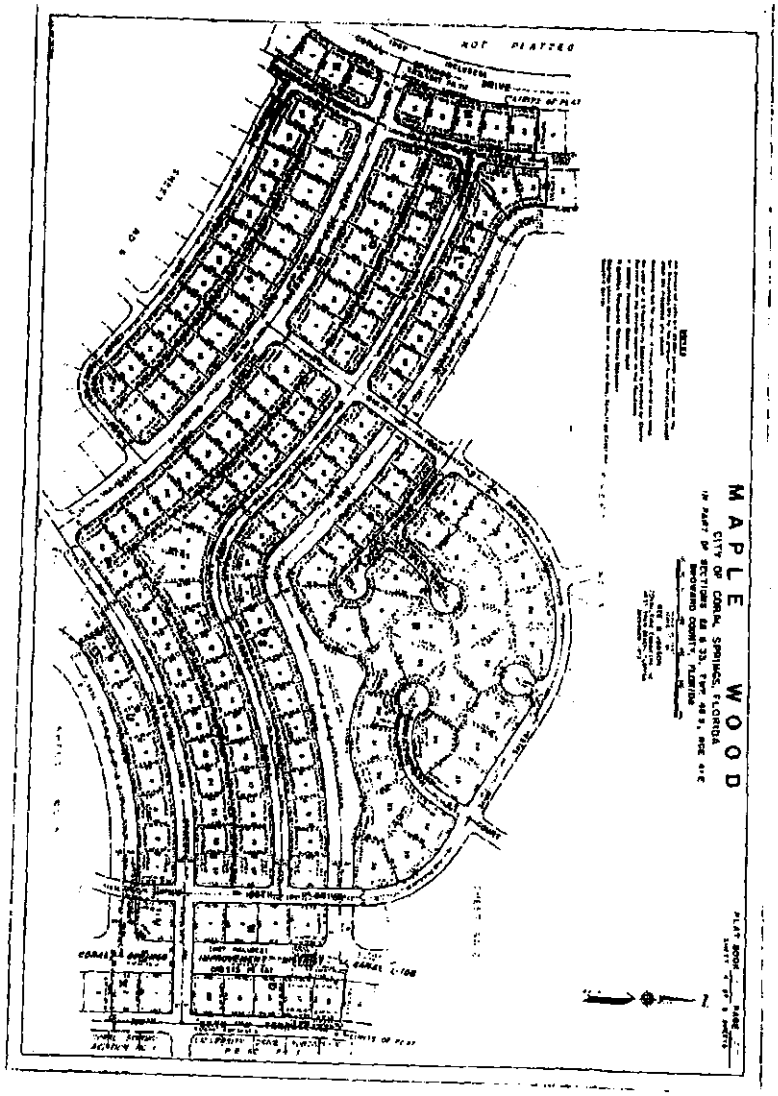
PB 1 - PG 102 PUBLIC RECORDS OF PALM BEACH COUNTY
SHEET NO. 4
SHEET NO. 3
PLAT BOOK
PAGE
SHEET 1 OF 4 SHEETS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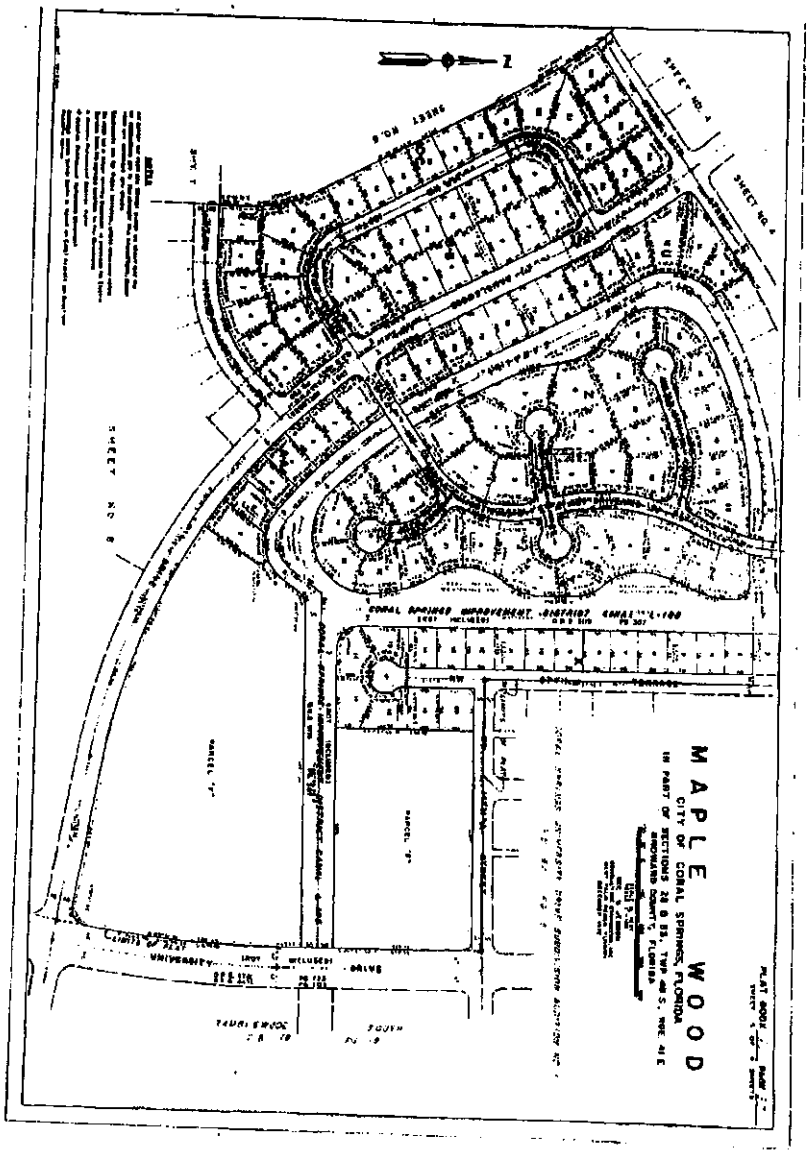
CITY OF CORAL SPRINGS, FLORIDA
BROWARD COUNTY, FLORIDA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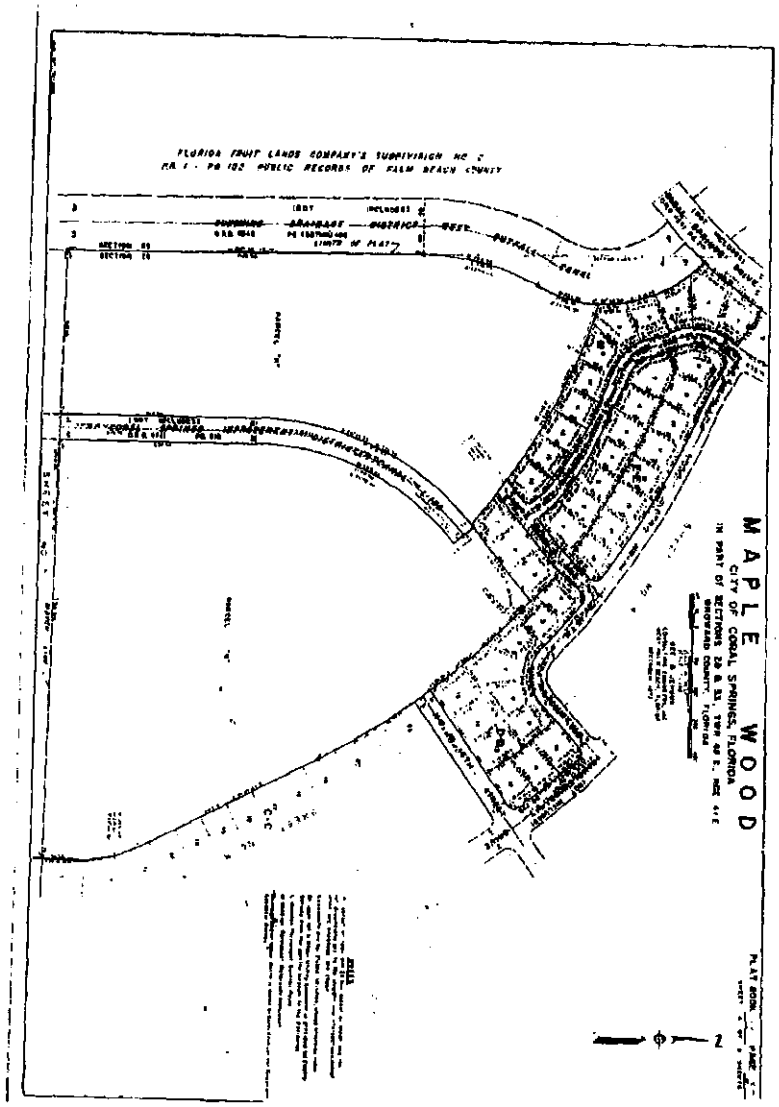
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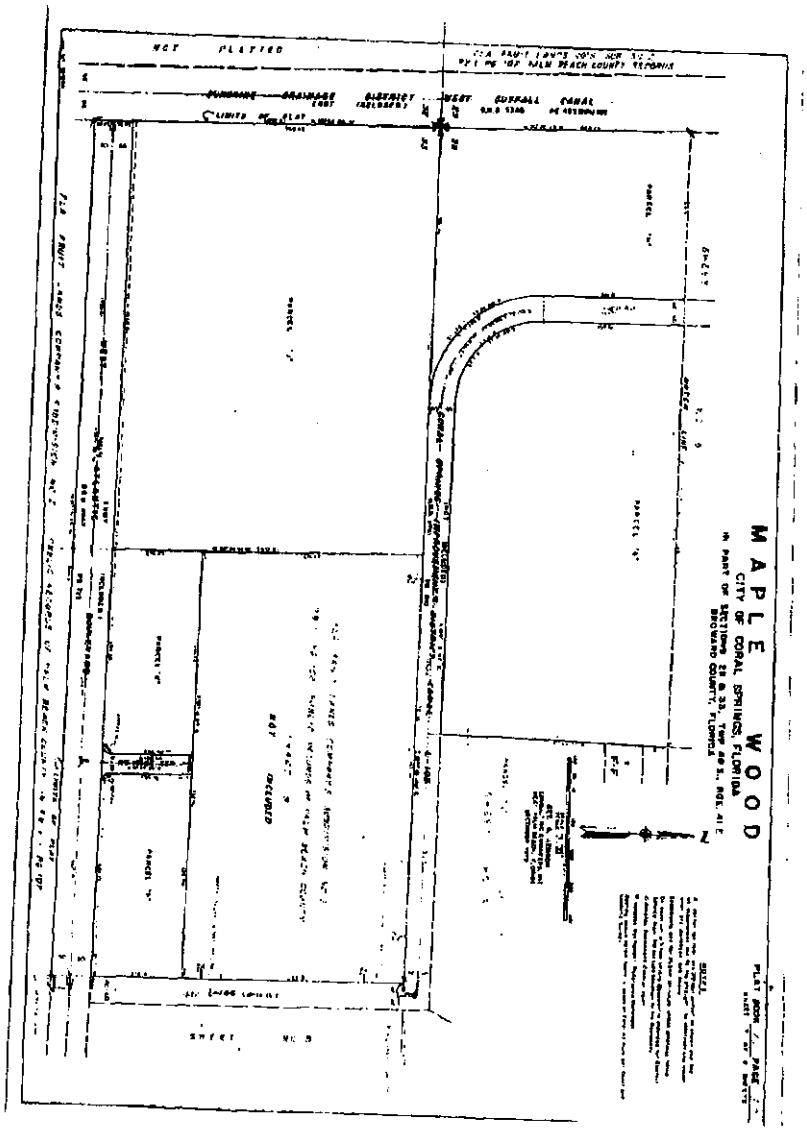
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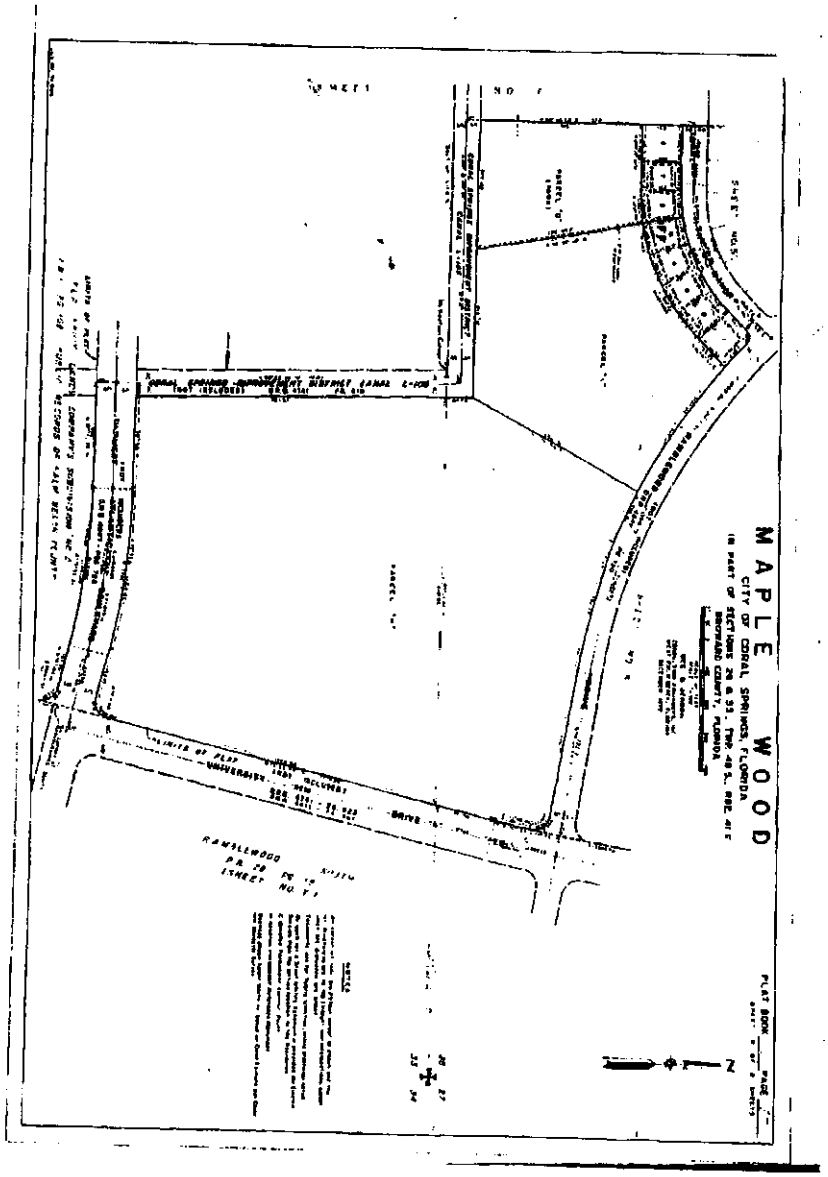
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CITY OF CORAL SPRINGS, FLORIDA
BROWARD COUNTY, FLORIDA
RAMBLEWOOD
P.B. 98
SHEET NO. 1
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78-329075

AMENDMENT TO DECLARATION OF RESTRICTIONS FOR A PORTION OF MAPLE WOOD

THIS AMENDMENT to Declaration of Restrictions made this 8th 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 5080, 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 aforedescribed 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 size, minimum square feet of floor area, and setback limitations according to the following table:

BLOCK	LOTS	MINIMUM SQ. FT.	MINIMUM SETBACK REQUIREMENTS FRONT	REAR	SIDE	USE
E	1-71	2000	30	15	10	Single Family
R	1-31	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.

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 light weight 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.

J. 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.

K. 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.

[illegible]

8. 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.

[illegible]

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

[illegible]

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 so 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.

OR 7907 PG 1741

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.

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 decreased 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.

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 compel 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 8th day of December, 1978, at Coral Springs, Broward County, Florida.

FLORIDA NATIONAL PROPERTIES, INC.

ATTEST:

W. BUNTEMEYER, Secretary

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 8th day of December, 1978.

Notary Public

My Commission Expires:

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

BY-LAWS
OF
THE MAPLE WOOD ISLE ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. All terms except ASSOCIATION which are defined in the Amendment to Declaration of Restrictions for a Portion of MAPLE WOOD shall be used herein with the same meanings as defined in said Amendment.

Section 2. ASSOCIATION as used herein, shall mean Homeowners' Association.

Section 3. Amendment to Declaration of Restrictions for a Portion of MAPLE WOOD shall be referred to herein as MAPLE WOOD ISLE RESTRICTIONS.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

Section 1. The principal office of the ASSOCIATION shall be located at: 9300 University Drive, Coral Springs, Florida 33065 or at such other place as may be established by resolution by the Board of Directors of the ASSOCIATION.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

Section 1. Every person or entity who is an OWNER of a lot, including the SUBDIVIDER, at all times as long as it owns any property subject to the Maple Wood Isle Restrictions, shall be a MEMBER of the ASSOCIATI provided that any such person or entity who holds such interest only as a security for the pe...ormance 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.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the MAPLE WOOD ISLE RESTRICTIONS, and shall result in the suspension of voting privileges during any period of such nonpayment.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that SUBDIVIDER, to the exclusion of other MEMBERS and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by SUBDIVIDER. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V
ELECTION OF DIRECTORS:
NOMINATING COMMITTEE: ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. 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 Articles of Incorporation. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) 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 each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4. 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. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to MEMBERS.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall:

(a) describe the vacancies to be filled;
(b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
(c) contain a space for write-in vote by the MEMBERS for each vacancy.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least twenty-one (21) days in advance of the date set forth therein for a return (which shall be a date not later than seven (7) days before the annual meeting or special meeting called for elections).

Section 6. Each MEMBER shall receive as many ballots as he has votes. Notwithstanding that a MEMBER may be entitled to several votes, he shall exercise on any one ballot only one (1) vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "BALLOT" but not marked in any other way. Each such "BALLOT" envelope shall contain only one (1) ballot, and the MEMBERS shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one (1) ballot in any one "BALLOT" envelope shall disqualify the return. Such "BALLOT" envelope, or envelopes (if the MEMBER or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the MEMBER or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the ASSOCIATION'S offices, or at such other address as designated upon each ballot.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked container until the day set for the annual or other special meeting at which the elections are to be held. On that day the external envelopes containing the "BALLOT" envelopes shall be turned over, unopened, to an Election Committee which shall consist of the members of the Nominating Committee. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of envelopes marked "BALLOT" corresponds to the number of votes allowed to the MEMBER or his proxy identified on the outside envelope containing them;
(b) that the signature of the MEMBER or his proxy on the outside envelope is genuine; and
(c) if the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XI, Section 2, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any MEMBER or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "BALLOT" envelopes and the counting of the votes. If any "BALLOT" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the MEMBERS present, the ballots and the outside envelopes shall be destroyed.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the MEMBERS whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2;

(b) To appoint and remove at pleasure all officers, agents and employees of the ASSOCIATION, except those appointed by SUBDIVIDER, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any MEMBER, Officer or Director of the ASSOCIATION in any capacity whatsoever;

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article VI, Section 2;

(d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the MEMBERS and their guests thereon;

(e) To exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to the ASSOCIATION, except those reserved to the MEMBERS in the MAPLE WOOD ISLE RESTRICTIONS;

(f) In the event that any member of the Board of Directors of this ASSOCIATION shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. 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 is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article X, Section 2;

(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 in the MAPLE WOOD ISLE RESTRICTIONS;

(1) To fix the amount of the assessment against each LOT for each assessment period at least thirty (30) days in advance of such date or period and, at the same time,

(2) To prepare a roster of MAPLE WOOD ISLE and the assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any MEMBER, and, at the same time,

(3) To send written notice of each assessment to every OWNER subject thereto.

(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. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VII

DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on the second Monday of each month at 7:30 o'clock P.M. provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the ASSOCIATION or by any two Directors after not less than three (3) days' notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE VIII
OFFICERS

Section 1. The Officers shall be a President, a Vice President, a Secretary and a Treasurer. The President and the Vice President shall be members of the Board of Directors.

Section 2. The Officers shall be chosen by majority vote of the Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the ASSOCIATION. He shall record in a book kept for that purpose the names of all MEMBERS of the ASSOCIATION together with their addresses as registered by such MEMBERS (see Article X, Section 3).

Section 7. 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, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the ASSOCIATION, provided that such checks and notes shall also be signed by the President or the Vice President. The Treasurer shall keep proper books of account and cause an annual audit of the ASSOCIATION books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE IX
COMMITTEES

Section 1. The Standing Committees of the ASSOCIATION shall be:
(a) The Recreation Committee;
(b) The Maintenance Committee;
(c) The Architectural Control Committee;
(d) The Publicity Committee;
(e) The Finance and Audit Committee.

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more members and shall include a member of the Board of Directors for board contact. The committee shall be appointed by the Board of Directors as soon as possible after the annual meeting to serve until the close of the next annual meeting. The Board of Directors may appoint such other committees as it deems desirable, from time to time.

Section 2. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the ASSOCIATION and shall perform such other functions as the Board, in its discretion, determines.

Section 3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of MAPLE WOOD ISLE and facilities of the ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in Article II, Paragraph 3 of the Maple Wood Isle Restrictions. FLORIDA NATIONAL PROPERTIES, INC. shall appoint the members of this committee as long as it shall own any lot in MAPLE WOOD ISLE. It shall watch for any proposals, programs or activities which may adversely affect the residential value of MAPLE WOOD ISLE and shall advise the Board of Directors regarding ASSOCIATION action on such matters.

Section 6. The Publicity Committee shall inform the MEMBERS of all activities and functions of the ASSOCIATION and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the ASSOCIATION.

Section 7. The Finance and Audit Committee shall supervise the annual audit of the ASSOCIATION books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the Committee.

Section 8. With the exception of the Nominations Committee and the Architectural Control Committee, (but then only as to those functions that are governed by the MAPLE WOOD ISLE RESTRICTIONS), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. 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. The regular annual meeting of the MEMBERS shall be held on the second Tuesday of the month of January in each year, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the MEMBERS shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the MEMBERS for any purpose may be called at any time by any two or more members of the Board of Directors, or upon written request of the MEMBERS who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

[illegible]

Section 4. The presence at the meeting of MEMBERS entitled to cast, or of proxies entitled to be cast, one third (1/3) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the MAPLE WOOD ISLE RESTRICTIONS, shall require a quorum as therein provided.

ARTICLE XI

PROXIES

Section 1. At all corporate meetings of MEMBERS, each MEMBER may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the MEMBER of his lot or interest therein in MAPLE WOOD ISLE.

ARTICLE XII
BOOKS AND PAPERS

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

ARTICLE XIII
CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words:

THE MAPLE WOOD ISLE ASSOCIATION, INC.

ARTICLE XIV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the MEMBERS, by a vote of a majority of a quorum of MEMBERS present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the ASSOCIATION may not be amended except as provided in the Articles of Incorporation or applicable law and provided further that any matter stated herein to be or which is in fact governed by the MAPLE WOOD ISLE RESTRICTIONS may not be amended except as provided in such RESTRICTIONS.

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 MAPLE WOOD ISLE RESTRICTIONS, and these By-Laws, the RESTRICTIONS shall control; and in the event of any conflict between the Articles of Incorporation and the MAPLE WOOD ISLE RESTRICTIONS, the RESTRICTIONS shall control.

ARTICLE XV
GENDER

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

IN WITNESS WHEREOF, we, being all of the Directors of THE MAPLE WOOD ISLE ASSOCIATION, INC., have hereunto set our hands this 25 day of July, 1976.

J.P. TARANTELLA

R.L. HOFMANN

W. BUNTEMEYER

R. McKINLEY

A.N. MALANOS

THIS INSTRUMENT WAS PREPARED BY:
ARTHUR W. SCHLENKERT, ESQ.
3000 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
H. R. KAUFER
COUNTY ADMINISTRATOR

84-144923

DECLARATION
OF
RESTRICTIVE COVENANTS
FOR LOTS 33 AND 34 IN BLOCK E OF MAPLE WOOD

WHEREAS, Florida National Properties, Inc., a Florida corporation (hereinafter referred to as "Declarant FNP") and, Harvey S. Kleinman and Bonnie M. Kleinman, his wife (hereinafter referred to as "Declarants Kleinman") (Declarant FNP and Declarants Kleinman are hereinafter collectively referred to as "the Declarants") are the owners of those certain lots of land situate, lying and being in the City of Coral Springs, Broward County, Florida, sometimes hereinafter referred to as the "land", which are more particularly described hereinbelow, to wit:

> Lots 33 and 34 in Block E of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, Page 37, of the public records of Broward County, Florida;

and

WHEREAS, the Declarants intend to subject the land to certain restrictive covenants and limitations as hereinafter described, in order to insure the most beneficial development of the land and in order to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof or the value or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarants Kleinman have acquired fee simple title to Lot 34 in Block E of MAPLE WOOD which lot has a single family detached dwelling house erected thereon; and

WHEREAS, Declarant FNP is simultaneously with the execution hereof conveying Lot 33 in Block E of MAPLE WOOD to Declarants Kleinman, and Declarants Kleinman shall construct a tennis court thereon; and

WHEREAS, it is the intent of Declarants that the tennis court to be constructed on Lot 33 in Block E of MAPLE WOOD become an appurtenance to the dwelling house on Lot 34 in Block E of MAPLE WOOD:

NOW THEREFORE, the Declarants hereby declare that the following restrictive covenants are hereby imposed on the land as follows:

ARTICLE I

Special Protective Restrictions

A. For a period of five (5) years from the date of recording of this instrument the land shall not be conveyed other than as one continuous parcel and Declarants Kleinman, their heirs, personal representatives, successors or assigns, shall not (for said five (5) year period) alienate or devise a portion or portions of the land, but shall hold or alienate the same only as one continuous parcel.

B. In the event that, subsequent to five (5) years from the date of recording of this instrument, the land is to be conveyed as separate lots, Lot 33 in Block E of MAPLE WOOD shall not be

conveyed to anyone other than the fee simple title holder of Lot 32 in Block E of MAPLE WOOD for the purpose of supporting a tennis court thereon.

C. In the event that, subsequent to five (5) years from the date of recording of this instrument, Lot 33 in Block E of MAPLE WOOD is conveyed or to be conveyed to other than the fee simple title holder of Lot 32 or Lot 34 in Block E of MAPLE WOOD, then, in that event, the tennis court on Lot 33 in Block E of MAPLE WOOD shall be removed, and the lot returned to its natural state or a single family detached dwelling house constructed thereon.

D. The tennis court shall not be illuminated during the hours of 10:00 P.M. to 8:00 A.M. each day, nor shall play occur during these hours.

E. These restrictions and covenants shall run with and bind the land covered hereby and shall inure to the benefit of and be enforceable by Declarant FNP or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns.

ARTICLE II

Enforceability

A. Each and all of the restrictions shall be enforceable by injunction or such other form of action available to the parties aggrieved, including Declarant FNP, their successors or assigns. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other of the restrictions which shall all remain in full force and effect.

B. In the event of litigation to enforce any or all of these restrictions Declarant FNP shall be entitled to recovery of all court costs and reasonable attorneys' fees, including those costs and fees incurred by virtue of appellate proceedings.

C. Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give Declarant FNP, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant FNP shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

D. In the event Declarant FNP does or contracts to do any abatement or removal more particularly described in the preceding paragraph hereof, then Declarant FNP shall have a lien against the lot for which such abatement or removal is performed, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Declarant FNP's lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida of a claim of lien. Such lien shall bear interest at the highest rate permitted by law from the date of recording until paid. Except for interest, such claim of lien shall include only unpaid abatement and removal charges due and payable to Declarant FNP, or its successors or assigns, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorney's fees and costs. All such liens shall be subordinate to the lien of a first mortgage held by any Institutional Lender (any national or state bank, insurance company, VA or FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association having a first mortgage lien upon a lot) recorded

prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title, this shall operate to release a subordinate claim of lien. A suit to recover a money judgment for unpaid charges may be maintained at the option of the lien holder without waiving the lien securing the same.

IN WITNESS WHEREOF, the declarants have caused these presents, to be duly executed all as of this 24th day of April, 1984.

FLORIDA NATIONAL PROPERTIES, INC.

(Corporate Seal)

By: W. Buntemeyer, President

ATTEST:

A. N. Malanos, Secretary

Signed, sealed and delivered in the presence of:

Mary P. Connell

Harvey S. Kleinman L.S.

Bonnie M. Kleinman L.S.

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of April, 1984 by W. BUNTEMEYER, President and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

(Notary Seal)

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of April, 1984 by HARVEY S. KLEINMAN and BONNIE M. KLEINMAN, his wife.

My Commission Expires:

Notary Public

(Notary Seal)

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RE 11655 PG 266

81-291007

DECLARATION
OF
RESTRICTIVE COVENANTS

WHEREAS, MANNE PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant", is the owner of those certain lots of land situate, lying and being in the City of Coral Springs, Broward County, Florida, sometimes hereinafter referred to as the "land", which are more particularly described hereinbelow, to wit:

Lots 63 and 64 in Block E of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, at page 37, of the public records of Broward County, Florida;

and

WHEREAS, Declarant intends to sell the land subject to certain restrictive covenants and limitations as hereinafter described, in order to insure the most beneficial development of the land and in order to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarant has or will construct a single family detached dwelling house on Lot 63 in Block E of MAPLE WOOD and a tennis court on Lot 64 in Block E of MAPLE WOOD; and

WHEREAS, it is the intent of Declarant that the tennis court on Lot 64 in Block E of MAPLE WOOD become an appurtenance to the dwelling house on Lot 63 in Block E of MAPLE WOOD;

NOW THEREFORE, Declarant hereby declares that the following restrictive covenants are hereby imposed on the land as follows:

ARTICLE I

Special Protective Restrictions

A. For a period of five (5) years from the date of recording of this instrument the land shall not be conveyed other than as one continuous parcel and once Declarant has conveyed the land, the grantees thereof, their heirs, personal representatives, successors or assigns, shall not (for said five (5) year period) alienate or devise a portion or portions of the land, but shall hold or alienate the same only as one continuous parcel.

B. In the event that, subsequent to five (5) years from the date of recording of this instrument, the land is to be conveyed as separate lots, Lot 64 in Block E of MAPLE WOOD shall not be conveyed to anyone other than the fee simple title holder of Lot 65 in Block E of MAPLE WOOD for the purpose of supporting a tennis court thereon.

C. In the event that, subsequent to five (5) years from the date of recording of this instrument, Lot 64 in Block E of MAPLE WOOD is conveyed or to be conveyed to other than the fee simple title holder of Lot 63 or Lot 65 in Block E of MAPLE WOOD, then, in that event, the tennis court on Lot 64 in Block E of MAPLE WOOD shall be removed, and the lot returned to its natural state or a single family detached dwelling house constructed thereon.

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D. These restrictions and covenants shall run with and bind the land covered hereby and shall inure to the benefit of and be enforceable by the Declarant, Florida National Properties, Inc., a Florida corporation (hereinafter "FNP"), or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns.

ARTICLE II

Enforceability

A. Each and all of the restrictions shall be enforceable by injunction or such other form of action available to the parties aggrieved, to the Declarant, or to FNP, their successors or assigns. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other of the restrictions which shall all remain in full force and effect.

B. In the event of litigation to enforce any or all of these restrictions the Declarant, and/or FNP, shall be entitled to recovery of court costs and reasonable attorneys' fees, including those costs and fees incurred by virtue of appellate proceedings.

C. Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Declarant and/or FNP, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant or FNP shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

D. In the event the Declarant and/or FNP does or contracts to do any abatement or removal more particularly described in the preceding paragraph hereof, then Declarant and/or FNP shall have a lien against the lot for which such abatement or removal is performed, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Declarant and/or FNP's lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien. Such liens shall bear interest at the rate of fifteen (15%) percent per annum from the date of recording until paid. Except for interest, such claims of lien shall include only unpaid abatement and removal charges due and payable to the Declarant and/or FNP, or their successors or assigns, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorney's fees and costs. All such liens shall be subordinate to the lien of a first mortgage held by any Institutional Lender (any bank, insurance company, VA or FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association having a first mortgage lien upon a lot) recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title, this shall operate to release a subordinate claim of lien. A suit to recover a money judgment for unpaid charges may be maintained at the option of the lien holder without waiving the lien securing the same.

IN WITNESS WHEREOF, MANNE PROPERTIES, INC., has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, all as of this 19 day of October, A.D., 1981

MANNE PROPERTIES, INC.

(Corporate Seal)

By: Lee H. Manne Pres.
President

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of October, 1981, by Lee Manne, President of MANNE PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Mary P. Cornell
Notary Public

(Notary Seal)

Gregory S. Sollitto
RETURN TO: FLORIDA NATIONAL PROPERTIES, INC
8300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

FLOYD C. JOHNSON

OR 9850 PG 0983

This Instrument Prepared By/
Record and Return to:
Michael R. Flam, Esquire
Florida National Properties, Inc.
3300 University Drive
Coral Springs, Florida 33065

91044181

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LOTS 18 AND 19 IN BLOCK E OF MAPLE WOOD

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS ("Declaration") made this 21st day of JANUARY, 1991, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation ("FNP");

W I T N E S S E T H:

WHEREAS, Paul R. Garcia and Carol M. Garcia, his wife ("Garcia"), are the record owners of the following real property situate, lying and being in the City of Coral Springs, Broward County, Florida:

> Lots 18 and 19, in Block E, of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, at Page 37, of the Public Records of Broward County, Florida

(collectively, the "Lots"); and

WHEREAS, the Garcia's single family residence is located on the hereinabove described Lot 19 ("Lot 19") and the Garcia's desire to construct a tennis court on the hereinabove described Lot 18 ("Lot 18") as an appurtenant use to Lot 19; and

WHEREAS, FNP has reserved for itself and has also granted to Ocean Mile Association, Inc., a Florida corporation ("OMA"), certain powers and duties of operation, administration, enforcement and plan approval, as more fully described in the Declaration of Restrictions for Maple Wood, recorded in Official Records Book 8999, at Pages 269 through 272, inclusive, and the Amendment to Declaration of Restrictions for a Portion of Maple Wood, recorded in Official Records Book 7927, at Pages 737 through 758, inclusive, both of the Public Records of Broward County, Florida (collectively, the "Restrictions"); and

WHEREAS, these certain hereinabove described powers and duties under the Restrictions include the right of either FNP or OMA (without the requirement of the other entity's joinder and consent) to regulate the use of the real property described thereunder and the construction thereon; and

WHEREAS, FNP, on behalf of itself and OMA, is agreeable to Garcia constructing a tennis court on Lot 18, subject to the terms, provisions, restrictions, reservations, covenants and conditions hereinafter stated;

NOW, THEREFORE, FNP, on behalf of itself and OMA, hereby declares that (in addition to the Restrictions), the Lots shall be held, transferred, sold, conveyed and occupied subject to the

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terms, provisions, restrictions, reservations, covenants and conditions hereinafter set forth.

ARTICLE I

General Restrictions

1. RESTRICTIONS REGULATING TRANSFER OF LOT 18.

A. FMP, on behalf of itself and OMA, shall permit a tennis court on Lot 18 so long as title to all of Lot 18 is simultaneously held by either the then existing titleholder to Lot 19 or by the then existing titleholder to Lot 17 ("Lot 17") in Block E of the foregoing described MAPLE WOOD Plat.

B. In the event title to Lot 18 should be conveyed separate and apart from Lot 19 to a bona fide purchaser other than the then existing titleholder to Lot 17 (to be used as an appurtenant use to said Lot 17), then:

(i) the tennis court shall be removed from Lot 18 within thirty (30) calendar days from the date of conveyance of whichever of Lots 18 and 19 is first transferred or conveyed; and

(ii) either (a) a single family detached dwelling unit shall be constructed on Lot 18 in accordance with the terms, provisions and conditions of the Restrictions, and completed to the satisfaction of either FMP or OMA (whose approval shall not be unreasonably withheld) within twelve (12) months after commencing said construction, or (b) landscaping material shall be installed on Lot 18 in the location where the tennis court was removed. All of the landscaping material on Lot 18 will be properly maintained in good and living condition (as that term is hereinafter defined). "Good and living condition" for the landscaping material shall mean the proper irrigation, fertilization, grooming and trimming thereof, and the replacement of dead, diseased and/or missing landscaping material with the material of the same species, height, width and quality as the remaining landscaping material on Lot 18. Landscaping plans and specifications for Lot 18 shall be submitted to and approved by either FMP or OMA prior to the installation of landscaping material. Any dispute as to the type, design or composition of the landscaping material shall be determined by either FMP or OMA, whose decision shall be final.

2. RESTRICTIONS REGULATING TENNIS COURT ON LOT 18. No tennis court shall be constructed on Lot 18 unless and until the plans, specifications, and location on said Lot are first approved in writing by either FMP or OMA (whose approval shall not be unreasonably withheld).

A. An approved court shall be constructed within the building setback area as set forth in Article II, GENERAL RESTRICTIONS, Paragraph 3, SETBACK LINES AND SIZE OF BUILDING, of the aforesaid described Amendment.

B. Adequate and appropriate landscaping shall be required for an approved tennis court. The decision of what constitutes adequate and appropriate landscaping shall be made by either FMP or OMA, whose decision shall be final.

C. The tennis court shall not be illuminated during the hours of 10:00 p.m. through 8:00 a.m. each day, nor shall play occur during these hours. The maximum height of

lighting fixtures which are used to illuminate an approved tennis court shall be eighteen (18') feet above ground level.

ARTICLE II

General Provisions

1. NOTICE TO FNP/OMA. Any notice to FNP or OMA, shall be in writing and delivered or mailed to FNP or OMA at its respective principal place of business as shown by the records of the Florida Department of State, or at any other location designated by FNP or OMA.

2. ENFORCEMENT. FNP or OMA shall have the same rights and powers of enforcement, including recovering costs and attorneys' fees (at both the trial and appellate levels), with regard to this Declaration, as FNP or OMA has under the Restrictions.

3. CAPTIONS. The captions of the various paragraphs of this Declaration have been inserted for the purpose of convenience. Such captions shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions herein.

4. DECLARATION RUNS WITH THE LAND. The terms, provisions, conditions, reservations, covenants and restrictions of this Declaration shall run with the Lots and be binding upon Garcia and their successors, assigns and grantees.

5. AMENDMENT OF DECLARATION. FNP may, in its sole discretion, modify, amend, waive, add to, or terminate this Declaration, or any part thereof.

6. ASSIGNMENT OF DECLARATION. FNP reserves unto itself, the absolute and unqualified right, power and authority, to delegate or assign its rights, powers, duties, privileges and authority created or provided for by this Declaration. Any assignment shall be by a written instrument executed by FNP and the assignee, and recorded in the Public Records of Broward County, Florida.

7. SEVERABILITY. Invalidation of any provision under this Declaration, in whole or in part, by a court of competent jurisdiction, shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, FNP does hereby execute this Declaration in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 31st day of January, 1991.

FLORIDA NATIONAL PROPERTIES, INC.

By: W. Buntemeyer, President

Attest: A. N. Malanos, Secretary

APPROVED MRF

JOINED BY AND CONSENTED TO:

Paul H. Garcia

Carol M. Garcia

MRF:BJK:011091

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31st day of JANUARY, 1991, by N. BOUTEMEIER and A. N. MALANGA, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

[Notary Seal]

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of January, 1991, by PAUL R. GARCIA and CAROL M. GARCIA, his wife.

Notary Public

My Commission Expires:

[Notary Seal]

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

MRP:BJK:011091

Exhibit "1"

90369963

AGREEMENT
RELATING TO MAINTENANCE OF PRIVATE STREETS OR RIGHTS-OF-WAY AND FIXING RESPONSIBILITY FOR ATTENDANCE THERETO

THIS AGREEMENT, made and entered into this 17 day of July, 1990, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
(hereinafter referred to as "CITY")

and

MAPLE WOOD ISLES HOMEOWNER'S ASSOCIATION
(hereinafter referred to as "ASSOCIATION")

W I T N E S S E T H :

WHEREAS, ASSOCIATION is the owner of real property located within the municipal limits of the City of Coral Springs more particularly described in Exhibit "1" attached hereto and made a part hereof; and

WHEREAS, it is the policy of the City of Coral Springs to develop public streets and to control the construction and maintenance of these streets to protect the public health, safety and welfare; and

WHEREAS, the City Commission of the City of Coral Springs has determined that under certain circumstances it shall grant the privilege of developing and maintaining private streets within the City of Coral Springs to private entities; and

WHEREAS, the municipal interests in these private streets include but are not limited to:

- establishing uniform construction and/or maintenance standards for all roads - private and public - within the City of Coral Springs.
- protecting the City of Coral Springs' interests in the event that they are conveyed to or taken by the City at some future date in maintaining said private roads if they are conveyed to or taken by the City.
- protecting the City of Coral Springs' interests in the event that present protections found in statutes or common law are abrogated or abolished if statutory provisions protecting the City's interests are changed or abolished.

WHEREAS, said property has been developed with private streets as opposed to public streets or rights-of-way; and

WHEREAS, said private streets have been dedicated and deeded to ASSOCIATION; and

WHEREAS, ASOCIATION has requested that CITY abandon that portion of N.W. 100th Drive from the northern edge of the L-107 Canal to the southern edge of the L-107 Canal; and

WHEREAS, said abandoned right-of-way will become part of the private road system within the Maple Wood plat; and

WHEREAS, ASSOCIATION desires to enter into an agreement with the CITY relative to the maintenance of private streets or rights-of-way and fixing responsibilitiy for attendance thereto; and

R. 90-283

WHEREAS, CITY has considered ASSOCIATION'S request, noting that each lot owner within the Maple Wood subdivision is a member of ASSOCIATION with all duties and responsibilities attendant thereto; and

WHEREAS, CITY has agreed to this request conditioned upon ASSOCIATION, agreeing to be responsible for said private rights-of-way and the drainage associated therewith, as provided herein;

NOW, THEREFORE, in consideration of CITY's abandonment of this property, ASSOCIATION and CITY agree to enter into an agreement relative to the maintenance of private streets and rights-of-way within this property as follows:

1. ASSOCIATION shall be resonsible for the maintenance of all paving and drainage improvements within the Maple Wood subdivision subsequent to completion. Paving improvements shall include all streets or rights-of-way located in this property. The maintenance of said paving and drainage improvements shall be according to municipal inspections and specifications and shall include but not be limited to periodic inspections, as those terms are defined in Chapter 334, Florida Statutes. ASSOCIATION shall reimburse CITY for reasonable expenses associated with said inspections at an agreed upon rate for the time spent on the job by CITY personnel.

2. ASSOCIATION agrees to be responsible for the installation and maintenance of all:

(a) street lighting, if any;

(b) traffic signals, if any; and

(c) traffic signs, if any,

and energy costs associated therewith. ASSOCIATION shall reimburse CITY for reasonable expenses associated therewith, with said expenses at an agreed upon rate for the time spent on the job by CITY personnel.

3. ASSOCIATION acknowledges and agrees that, under Florida Law, CITY has no jurisdiction to enforce traffic infractions and the like, that would apply (i.e., speed laws, "stop" signs, violations) upon public rights-of-way unless a specific written contract to effectuate same is made and executed between CITY and ASSOCIATION. CITY retains sole discretion over whether or not to enter into such an agreement with ASSOCIATION.

4. A. ASSOCIATION agrees to indemnify and save harmless, to the extent permitted by law, CITY, all of its officers, elected or otherwise, and employees from all claims and any and all liability found against CITY as a result of any alleged maintenance of the private streets, right-of-way, sign, signal or streetlighting permitted by this Agreement, or the installation, construction or re-construction of private streets, rights-of-way, signs, signals or streetlighting, commenced at ASSOCIATION'S request. ASSOCIATION'S indemnification shall apply to any claim where negligent or inadequate safety or security patrol of the private streets or rights-of-way is claimed or alleged, unless CITY enters into an agreement to patrol the streets.

B. This indemnification and hold harmless shall apply to all expenses incurred by CITY including but not limited to judgments secured, costs of litigation, attorney fees and attorneys fees on appeal, monies paid in settlement of any arbitration or lawsuit, or monies paid to satisfy any judgement obtained therein.

C. In the event of any litigation in connection with this indemnity, CITY may retain its own attorney to defend any actions, and the indemnifying party shall reimburse CITY the actual reasonable costs, fees and expenses incurred by CITY in said defense on a monthly basis.

D. Compliance with the foregoing shall not relieve ASSOCIATION of any liability or other obligation under this Agreement. Further, nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28.

5. ASSOCIATION agrees to obtain and maintain a general liability insurance policy, with contractual liability coverage, with an insurance company licensed to do business in the State of Florida with a Best's Guide Rating of XII, insuring the maintenance of the private streets or rights-of-way, traffic signs, signals or streetlighting permitted by this Agreement, with a minimum single limit of liability of $1,000,000 for bodily injury as well as property damage. Further, ASSOCIATION agrees to add CITY as an additional named insured as its interests may appear, and to provide CITY with a certificate of insurance. Said insurance will not be cancelled without ten (10) days prior written notice to CITY.

6. A. ASSOCIATION acknowledges and understands that said private roads or rights-of-way permitted hereunder may be constructed over public utility easements which will contain, among other things, public water and sewer lines.

B. ASSOCIATION agrees that no resurfacing, grading, repair, reconstruction or excavation on, over, under or within CITY's easements shall be undertaken without prior approval of plans by CITY and then only with proper inspections and supervision by CITY's Engineering Division. CITY agrees not to unreasonably withhold or delay its approval of such plans. Accordingly, ASSOCIATION agrees to reimburse CITY for reasonable expenses associated with said inspections at an agreed upon rate for the time spent on the job by CITY personnel.

C. Further, ASSOCIATION agrees, that in the event it is necessary for CITY or other public entity to reconstruct or repair its water and sewer lines, or other infrastructure, CITY or other public entity shall repair or replace the roadway with asphalt and that CITY or other public entity shall not be responsible for repair or replacement of any non-standard surfaces placed over its easement such as bomanite, concrete block or slate.

7. ASSOCIATION shall guarantee and ensure that all CITY and County vehicles shall have access to the Maple Wood subdivision through its entrances at:

a) Vestal Drive generally adjacent to Lots 1 and 36 of Block "R", Maple Wood subdivision; and

b) Vestal Drive generally adjacent to Lots 1 and 73 of Block "E", Maple Wood subdivision.

8. This Agreement shall run with the property, and each and every person taking title to the property, or any portion thereof, shall take title subject to this Agreement. This document shall be recorded in the Public Records of Broward County, Florida.

9. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

10. This Agreement represents the entire understanding between the parties. There are no representations, understandings or promises other than those expressly set forth

above. Modification of this Agreement shall only be by written amendment executed by the parties hereto and effective only upon adoption by CITY'S Commission.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF CORAL SPRINGS, FLORIDA

By: Jeanne M. Mills
JEANNE M. MILLS, Mayor

ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

STATE OF FLORIDA)
)
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared JEANNE M. MILLS, Mayor of the City of Coral Springs, signing this Agreement Permitting Construction and Maintenance of Private Streets or Rights-Of-Way and Fixing Responsibility Thereto by and through the Coral Springs City Commission and authorized to execute the same by Commission action on the 17 day of July, 1990.

WITNESS my hand and official seal in the county and state last aforesaid this 17 day of July, 1990.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 6,1992
BONDED THRU GENERAL INS UND.

My Commission Expires:

Kathleen Harmon
NOTARY PUBLIC

By: X

ATTEST:

Sheldon Goldberg

STATE OF FLORIDA)
)
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____, being duly authorized by corporate action, signing this Agreement Permitting Construction and Maintenance of Private Streets or Rights-Of-Way and Fixing Responsibility Thereto on the 2 day of August, 1990.

WITNESS my hand and official seal in the county and state last aforesaid this 2 day of August, 1990.

My Commission Expires:

NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires May 10, 1992
Bonded Thru Troy Fain - Insurance Inc.

EXHIBIT "1"

Those portions of the road Rights-of-Way for NW 18th Place, NW 18th Court, NW 19th Court, NW 98th Terrace, NW 100th Drive, NW 100th Terrace and NW 102nd Way adjoining Block "E" and Block "R", MAPLE WOOD, as recorded in Plat Book 80, Page 37, of the Public Records of Broward County, Florida, also including that portion of NW 100th Drive South of Lot 1, Block "E", and Lot 36, Block "R", Maple Wood spanning Canal L-107

R. 90-272

77-38836

Return to: City of Coral Springs
City Clerk
9551 West Sample Road
Coral Springs, Fla. 33065

RESOLUTION NO. 77-6

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS VACATING CERTAIN PUBLIC RIGHTS-OF-WAY LOCATED IN THE MAPLE WOOD SUBDIVISION AND MORE FULLY DESCRIBED HEREIN

'77 FEB 24 PM 1:43

WHEREAS, Florida National Properties, Inc., has petitioned the City of Coral Springs to vacate certain portions of road rights-of-way located in the Maple Wood Subdivision and more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, at a public hearing held on February 15, 1977, the City Commission of the City of Coral Springs considered the vacation of said public rights-of-way, Petition No. 1-AR-76, and determined that there were no objections whatsoever to the vacation of said rights-of-way; and

WHEREAS, the City Commission of the City of Coral Springs has therefore determined that said rights-of-way are of no use to the City and will be of no use to the City as public rights-of-way in the future; and

WHEREAS, the City Commission has determined that the subject rights-of-way are not designated as State roads; now therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

That the City Commission of the City of Coral Springs hereby vacates the following public rights-of-way more fully described in Exhibit "A" attached hereto, which rights-of-way exist within the present municipal limits of the City of Coral Springs, with the City of Coral Springs surrendering all of its right, title and interest to such dedicated lands.

PASSED AND ADOPTED by the City Commission of the City of Coral Springs this 15 day of February, 1977.

CITY OF CORAL SPRINGS, FLORIDA

Walter R. Blake, Mayor

ATTEST:

Jonda K. Crossman, City Clerk

OFF. REC. 6920 PAGE 471

79- 82780 QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Made and executed this 14th day of March, 1979 by FLORIDA NATIONAL PROPERTIES, INC., a corporation existing under the laws of the State of Florida, and having its principal place of business at 3300 University Drive, Coral Springs, Florida, 33065 hereinafter called the Grantor, to THE MAPLE WOOD ISLE ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida, with its permanent postoffice address at 3300 University Drive, Coral Springs, Florida, 33065 hereinafter called the Grantee:

(Wherever used herein the terms "Grantor and Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, That the said Grantor, for and in consideration of the sum of $10.00 in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

THOSE PORTIONS OF THE ROAD RIGHTS-OF-WAY FOR NW 18TH PLACE, NW 18TH COURT, NW 19TH COURT, NW 98TH TERRACE, NW 100TH DRIVE, NW 100TH TERRACE AND NW 102ND WAY ADJOINING BLOCK "E" AND BLOCK "R", MAPLE WOOD, AS RECORDED IN PLAT BOOK 80, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, LIMITATIONS, AND CONDITIONS OF RECORD.

THE ROAD RIGHTS-OF WAY HEREIN CONVEYED WERE VACATED BY RESOLUTION NO.77-6 OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS AND SAID RESOLUTION WAS RECORDED IN OFFICIAL RECORDS BOOK 6920, PAGES 471 THROUGH 473, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, including roads, guardhouse, irrigation systems, security system and landscaping, except utilities.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

(Corporate Seal)

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: A. N. Malanos
A. N. Malanos, Secretary

FLORIDA NATIONAL PROPERTIES, INC.
BY: W. Buntemeyer
W. Buntemeyer, Vice-President

Esther R. Glendenning

Rosalind S. Seiler

STATE OF FLORIDA DOCUMENTARY STAMP TAX 0.30

79 MAR 16 AM 9 53

6198 PAGE 1808

7.00 A

STATE OF FLORIDA)
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 W. BUNTSMEYER and A. N. MALANOS, well known to me to be the Vice President and Secretary respectively of the corporation named as Grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under 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 14th day of March, A.D. 1979.

Rosalind S. Seiden
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 12 1981
BONDED THRU GENERAL INS. UNDERWRITERS

ACCEPTANCE

THE MAPLE WOOD ISLE ASSOCIATION, INC., pursuant to a resolution of its Board of Directors, hereby accepts and agrees to maintain the property and improvements conveyed herein.

(Corporate Seal) THE MAPLE WOOD ISLE ASSOCIATION, INC.

Esther R. Gleckenberg By: R. L. Hofmann
R. L. Hofmann, President

Rosalind Seiden Attest: A. N. Malanos
A. N. Malanos, Secretary

STATE OF FLORIDA)
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 A. N. MALANOS, well known to me to be the President and Secretary respectively, of THE MAPLE WOOD ISLE ASSOCIATION, INC., and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association 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 14th day of March, A.D. 1979.

Rosalind S. Seiden
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 12 1981
BONDED THRU GENERAL INS. UNDERWRITERS

THIS INSTRUMENT WAS PREPARED BY:
ARTHUR W. SCHLENKERT
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

OR 8099 PAGE 820

STEVEN G. MILLER
ATTORNEY AT LAW
LAKE WYMAN PLAZA-SUITE 460
2424 NORTH FEDERAL HIGHWAY
BOCA RATON, FLA. 33431

92021470

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF THE MAPLE WOOD ISLE ASSOCIATION, INC.

THIS CERTIFICATION OF AMENDMENT TO THE BY-LAWS OF THE MAPLE WOOD ISLE ASSOCIATION, INC., ("Amendment"), is made this 10th day of December, 1991, by the President and Secretary of THE MAPLE WOOD ISLE ASSOCIATION, INC. ("Association").

WITNESSETH

WHEREAS, the Homeowners (Owners) are Members of the Association and are subject to the By-Laws of The Maple Wood Isle Association, Inc., as filed in Official Records Book 7927, Page 745, of the Public Records of Broward County, Florida ("By-Laws"); and

WHEREAS, pursuant to Article XIV, AMENDMENTS, of the By-Laws, the By-Laws may be amended by approval of a majority of a quorum of the Members of the Association in attendance by person or proxy to which a quorum is present;

NOW THEREFORE, the President and Secretary of the Association hereby certify the following:

1. A special or regular meeting duly called and noticed for the purpose of amending the By-Laws was held on the 10th day of December, 1991, in accordance with the Articles and By-Laws of the Association. The proposed amendment in question is deemed to be in the best interest of the Association, in order to amend the election process of the Board of Directors.

2. That at said meeting, consents, proxies and approvals were obtained from the Members of the Association, to which at least fifty-one percent (51%) of the total votes cast from a quorum of the Association Members (Owners) were received, same consenting to and approving the amendment attached hereto as Exhibit "A".

3. The adoption of the amendment appears in the minutes of the Association and said approval is unrevoked.

IN WITNESS WHEREOF, the undersigned has set their hands and seals, this 10th day of December, 1991.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE MAPLE WOOD ISLE ASSOCIATION, INC.

BY: x _____
President

B. Wallash

ATTEST: x Joyce Campos
Secretary

'92 JAN 21 AM 9:20

BK7908PG0284

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10th day of December, 1991, by Gary Gobb and Joyce Cooper, respectively, the President and Secretary of THE MAPLE WOOD ISLE ASSOCIATION, INC., a Florida Corporation not-for-profit, and they acknowledged executing 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.

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. OCT.31,1994 BONDED THRU GENERAL INS. UND.

NOTE TO RECORDING OFFICE: POST THE FOREGOING TO ALL OF MAPLEWOOD, AS RECORDED IN PLAT BOOK 80, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

DEP 5.1 FC)

AMENDMENT TO THE BY-LAWS OF THE
MAPLE WOOD ISLE ASSOCIATION, INC.

Article V, ELECTION OF DIRECTORS: NOMINATING COMMITTEE; ELECTION COMMITTEE shall be amended to read as follows (a new section 8 is created):

Section 8: Notwithstanding any of the foregoing and in lieu of or in addition to the election process described in the aforementioned Sections, the election process to the Board of Directors of the Association may be performed as follows: One (1) ballot containing the names of the individuals chosen by the Nominating Committee, as well as blank spaces for write-in candidates, will be mailed to each lot Member(s) of the Association, as contained within the official records of the Association (one ballot per lot). No photocopies of the ballot will be accepted. The ballot will be mailed in a window envelope, with the address label from the rear of the return envelope being visible through such window. Each Member(s) will have the opportunity to vote for one or all of the nominees, or the Member(s) can submit a write-in candidate(s), or any combination of same. After completing the ballot, the Member(s) will fold the ballot, so that all writing is concealed inside. Each Member(s) will also be mailed a self-addressed, postage pre-paid, return envelope, to mail the completed ballot back to the Association. On the rear of the return envelope will be printed the word "from" and such envelope will have affixed to it, an address label containing the lot number and lot Member's name and address. The completed ballot would have to be received by the Association's Management Company by no later than six (6) hours prior to the time of the annual meeting, or such ballot may be hand delivered to the Association at the annual meeting. Such ballots will determine the individuals elected to the Association's Board of Directors.

If any provision of this Section is deemed to be in conflict with any other provision or Section of Article V of the By-Laws, this newly created section shall take priority over and control such other conflicting provision or Section. This newly created Section is not attempting to modify or amend any quorum voting requirement contained within the By-Laws.

Coding: Language underlined is added.

BK19089PG0286

EXHIBIT "A"

NOTICE OF PRESERVATION
OF
COVENANTS AND RESTRICTIONS
FOR
MAPLEWOOD ISLE ASSOCIATION, INC.
a Florida corporation not-for-profit

WHEREAS, the Declaration of Restrictions for Maplewood (hereinafter referred to as the "ASSOCIATION") was recorded on November 1, 1974 at Official Record Book 5999, Page 269 of the Public Records of Broward County, Florida and was amended by Amendment to Declaration of Restrictions for a Portion of Maplewood, recorded on December 14, 1978 at Official Record Book 7927, Page 737 of the Public Records of Broward County, Florida (hereinafter collectively referred to as "DECLARATION"), and imposes covenants, restrictions, duties and obligations, both affirmative and negative, upon each and every lot owner within the ASSOCIATION; and,

WHEREAS, the DECLARATION describes the real property affected by same DECLARATION as hereinafter set forth; and,

WHEREAS, the aforementioned originally recorded DECLARATION will be extinguished thirty (30) years following the root of title pursuant to the Florida Marketable Title Act (MRTA), Chapter 712, et. seq.; and,

WHEREAS, the Board of Directors of the ASSOCIATION has voted by a two-thirds (2/3) majority vote to extend the aforementioned DECLARATION pursuant to Section 712.05(1), Florida Statutes; and,

NOW, THEREFORE, by filing this Notice of Preservation of Restrictions, the ASSOCIATION hereby declares that the ASSOCIATION'S DECLARATION, both as originally recorded and as

amended, shall be extended for a period of thirty (30) years following the recording date of this Notice of Preservation, and in support thereof, and in compliance with Section 712.06, Florida Statutes, states as follows:

1. The name or description of the claimant or the homeowners' association desiring to preserve any covenant or restriction and the name and particular post office address of the person filing the claim or the homeowners' association is attached hereto and incorporated herewith as Exhibit A.
2. The name of each unit owner, and the common address, legal description and Lot number of each unit within the ASSOCIATION is attached hereto and incorporated herewith as Exhibit B.
3. A full and complete description of all land affected by such notice, which description shall be set forth in particular terms, not by general reference, but if said claim is founded upon a recorded instrument or a covenant or a restriction, then the description in such notice may be the same as that contained in such recorded instrument or covenant or restriction, provided the same shall be sufficient to identify the property, which description is attached hereto and incorporated herewith as Exhibit C.
4. A statement of the claim showing the nature, description and extent of such a claim or, in the case of a covenant or restriction, a copy of the covenant or restriction, except that it shall not be necessary to show the amount of any claim for money or the terms of payment. A copy of the ASSOCIATION'S covenants are attached hereto and incorporated herewith as Exhibit D.
5. The ASSOCIATION'S originally recorded Declaration of Restrictions are recorded at

Official Record Book 5999, Page 269 in the Public Records of Broward County, Florida

Sealed and delivered
in the presence of:

Thomas C Hill
Witness
Print Name: THOMAS C. HILL

Sheldon Goldberg
Witness
Print Name: Sheldon Goldberg

MAPLEWOOD ISLE ASSOCIATION, INC.

By: Yolanda Spoliansky
Print Name: YOLANDA SPOLIANSKY

Its: _____

State of Florida
County of Broward

The foregoing instrument was sworn to, subscribed and acknowledged before me this 24 day of May, 200__ by Yolanda Spoliansky, _____ of MAPLEWOOD ISLE ASSOCIATION, INC. who [✓] is personally known to me or [ ] produced identification, to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

Judy B. Clifton
Notary Public
Print Name: Judy B. Clifton

My Commission Expires:

Judy B. Clifton
Commission #DD303158
Expires: Mar 24, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Filed by:

Michael E. Chapnick, Esq.
Katzman and Korr, P.A
Wachovia Financial Center, 2nd Floor
5581 W. Oakland Park Boulevard
Lauderhill, Florida 33313-1411
954-486-7774

August 9, 2004 (date)

EXHIBIT "A"

Principal Address:

The Maplewood Isle Association, Inc.
c/o Phoenix Management
4730 N. St. Rd. 7 E 250
Fort Lauderdale, Florida 33319

Filed By:

Katzman & Korr, P.A.
1501 Northwest 49th Street
Suite 202
Fort Lauderdale, Florida 33309

Maplewood Isles
Exhibit "B"

484128030730	MARCH,DANIEL A & JUDITH A	1701 VESTAL DR
484128030740	KASLINER,NORMAN L	1703 VESTAL DR
484128030750	CALABRESE,RICHARD M & ANGELA P	1705 VESTAL DR
484128030760	YEATES,HERB & YEATES,MARIA	1707 VESTAL DR
484128030770	HIRSCH,RONALD L	1709 VESTAL DR
484128030780	JOHNSON,FRANK	10050 VESTAL PL
484128030790	SHARE,LAWRENCE D & PATTI R	10044 VESTAL DR
484128030800	GETTER,STEVEN J & GETTER,JODIE C	10038 VESTAL DR
484128030810	SHACHNER,MARK S & SHACHNER,ROBIN S	10032 VESTAL PL
484128030820	WEISBERG,HERBERT & GAYLE	10026 VESTAL PL
484128030830	AUERBACH,M RICHARD & LISA D	10020 VESTAL PL
484128030840	BAUM,LESLIE	10014 VESTAL PL
484128030850	NEWMAN,ROBERT L TR NEWMAN,JO ELLEN TR	10008 VESTAL PL
484128030860	KUHN,GAIL N	10002 VESTAL PL
484128030870	FLEISCHMANN,SILVIA 1/2 INT EA JIMISON,KENT	10001 VESTAL PL
484128030880	GELLER,JOSHUA & LORRAINE	10007 VESTAL PL
484128030890	SUNDAY,CURTIS P & ROSALYN K	10013 VESTAL PL
484128030900	WEISMAN,ELIOT & WEISMAN,MARIA	
484128030910	WEISMAN,ELIOT & WEISMAN,MARIA	10025 VESTAL PL
484128030920	CATALLO,LAWRENCE G & DEBORAH L	10031 VESTAL PL
484128030930	ZEIDNER,LLOYD N & PHYLLIS L	10037 VESTAL PL
484128030940	PORTH,MANUEL 1/2 INT PORTH,JACQUELINE	1711 VESTAL DR
484128030960	EPSTEIN,LYNN	1715 VESTAL DR
484128030970	HARKAVY,JEFFREY STORM & HARKAVY,JODI L	1717 VESTAL DR
484128030980	LUBACK,STEWART A 1/2 INT EA WILSON,ANN F	1719 VESTAL DR
484128030990	ARCHER,MICHAEL S & DEBRA A	1721 VESTAL DR
484128031000	ROSEN,JUDITH 1/2 INT ROSEN,JOEL	1723 VESTAL DR
484128031020	SMITH,MICHAEL S & ANNETTE L	10253 VESTAL MNR
484128031030	ROSENBLOOM,GERALD & CONNIE E	10255 VESTAL MNR
484128031040	SILVERN,LLOYD W & LYNN R	10257 VESTAL MNR
484128031050	SNYDER,STEVE E & SNYDER,JULIE M	10259 VESTAL MNR
484128031060	VINOGRAD,MIRI F & ARIE	10261 VESTAL MNR
484128031070	NORYCH,MARK D & NORYCH,STEPHANIE J	10263 VESTAL MNR
484128031080	STREIT,PHYLLIS 1/2 INT EA BARNEA,N BENJAMIN	10265 VESTAL MNR
484128031090	WERNER,BARRY M & SUSAN C	10267 VESTAL MNR
484128031100	HIMMEL,JOANNE C	10264 VESTAL MNR
484128031110	ROBINS,MARTIN A & MERYL J	10262 VESTAL MNR
484128031120	KACHEL,DEAN A & MARY J	10260 VESTAL MNR
484128031130	HILL,THOMAS C & HILL,YESENIA	10258 VESTAL MNR
484128031140	BERMAN,JULIAN L & ANNE M	10256 VESTAL MNR
484128031150	ZEWELDI,TEWELDE & BELAINESH T	10254 VESTAL MNR
484128031160	DESAUTELS,GUY & PEGGY	10252 VESTAL MNR
484128031170	WILFONG,TOM & PEGGY	1725 VESTAL DR
484128031180	FRIEDMAN,JEFFREY L & ROESE,SUSAN M	1727 VESTAL DR
484128031190	LAU,BONNIE Y	1729 VESTAL DR
484128031200	LEWIS-SOLAR,ROBERTA BONNIE TR	1731 VESTAL DR
484128031210	CAIN,DANIEL R 1/2 INT EA REEDER,LEANDRA M	10205 VESTAL CT
484128031220	DOWNING,TIMOTHY A & DOWNING,ANGELINE M	10209 VESTAL CT
484128031230	MERL,BRETT & MERL,LYDIA	10213 VESTAL CT
484128031240	MERL,BRETT & MERL,LYDIA	
484128031250	SILVER,DAVID R & FRANCES	1731 VESTAL WAY
484128031260	HETTINGER,CARSON & SANDRA L	1735 VESTAL WAY

Maplewood Isles
Exhibit "B"

484128031270	BRAWER,MARC H & BRAWER,SUSAN L	1739 VESTAL WAY
484128031280	STOERKEL,BRUCE & COLOMBIA	1743 VESTAL WAY
484128031290	WELLS,JAMES R & BRENDA S	1747 VESTAL WAY
484128031300	GIANGRECO,FRANK & GIANET	1749 VESTAL WAY
484128031310	GIARRUSSO,THOMAS J & EMMA E	10245 VESTAL CT
484128031320	FUCHS,LAURA M REV LIV TR LE FUCHS,S M & LAURA M T	10249 VESTAL CT
484128031330	GOLD,ROY E & JANET E	10253 VESTAL CT
484128031340	RUIZ,IVAN VILLEGAS & VILLEGAS,JULIETA OTALORA DE	10248 VESTAL CT
484128031350	MARTI,EDUARDO H & MARTA N	10244 VESTAL CT
484128031360	RIZZO,ALFRED J & S L LIV TR LE	10240 VESTAL CT
484128031370	POZZUOLI,JOSEPH E & POZZUOLI,ROSEMARIE M	1730 VESTAL WAY
484128031380	ARGOV,RAMI	1732 VESTAL WAY
484128031390	LEWIS,LARRY P & KAYNER-LEWIS,KATHY	1734 VESTAL WAY
484128031400	CAMPOS,JOHN FELIX & JOYCE M	10224 VESTAL CT
484128031410	MORMENEO,MONICA LINA	10220 VESTAL CT
484128031420	ANGELO,PAUL J II & ANGELO,BARRIE F	10216 VESTAL CT
484128031430	HOUSEN,RUSSELL & EVE	10212 VESTAL CT
484128031440	GARCIA,CRAIG & RANNO-GARCIA,DANIELLE	10208 VESTAL CT
484128031450	SCHWARTZ,MICHAEL J 1/2 INT SCHWARTZ,MELISSA V	10204 VESTAL CT
484128033400	LAQUER,THOMAS E & LINDA S	10170 VESTAL CT
484128033410	DOVE OF PEACE HOLDING DIETZ,DAVID TR	10160 VESTAL CT
484128033420	HAMUY,BENJAMIN & NAOMI	10150 VESTAL CT
484128033430	DELFINO,SALVATORE J & DELFINO,SUSAN	10140 VESTAL CT
484128033440	MEYEROWITZ,NEIL & MEYEROWITZ,ROBIN J	10130 VESTAL CT
484128033450	NUNES,ROBERT K & JACQUELINE J	10120 VESTAL CT
484128033460	WALROND,TREVOR & ROSLYN	10110 VESTAL CT
484128033470	GREEN,LINDA D	10111 VESTAL CT
484128033480	WASA,FREDRIC & LORI	10123 VESTAL CT
484128033490	ROSENBERG,HOWARD & DEBORAH S	10135 VESTAL CT
484128033500	WALLACH,PETER M & BARBARA S	10147 VESTAL CT
484128033510	PONNOCK,ANDREW A & MARIA ANN	10163 VESTAL CT
484128033530	SHAW,DANIEL & SHAW,ELLEN M	10175 VESTAL CT
484128033540	SHAPIRO,CLIFFORD J & NADINE	10187 VESTAL CT
484128033550	GRASSO,RANDY BETH	1724 VESTAL DR
484128033560	SPOLIANSKY,GABRIEL & YOLANDA	1722 VESTAL DR
484128033570	ROGOFF,ROBERT J FAM TR	1720 VESTAL DR
484128033580	GRAUER,ROBERT T & MARION B	1718 VESTAL DR
484128033590	HYMAN,AMY JUNE K 1/2 INT EA BREAULT,LEO E	1716 VESTAL DR
484128033600	SHAPIRO,JEFFREY	1714 VESTAL DR
484128033610	BOMSTEIN,STANLEY J & SONIA E	1712 VESTAL DR
484128033620	NEIMAND,PAMELA W	1710 VESTAL DR
484128033630	BENEFELD,BRUCE JAY & BONNIE	1708 VESTAL DR
484128033640	PROCOPIO,SUZETTE	1706 VESTAL DR
484128033650	CAMPANA,FRANK & GOLEBIEWSKI-CAMPANA,SELENA M	10055 VESTAL PL
484128033660	WILDER,JERRY STEPHEN & IRIS S	10069 VESTAL PL
484128033670	BATTISTA,DANIEL W & BATTISTA,DENISE C	10075 VESTAL PL
484128033680	GOLD,DEBBY A REV LIV TR GOLD,GARY E TRSTEE	10092 VESTAL PL
484128033690	SAHAGIAN,JAMES G	10086 VESTAL PL
484128033700	WEISS,GERALD M & ARLENE T	10080 VESTAL PL
484128033710	ROTH,ALEC & MARLENE GRAY	10074 VESTAL PL
484128033720	KLEINER,HARVEY S & ELLEN	10068 VESTAL PL
484128033730	IACUONE,JOSEPH & KATHY	1706 VESTAL PL

Maplewood Isles
Exhibit "B"

484128033740	**TEPPS,JEROME L**	**1704 VESTAL DR**
484128033750	**GALICIAN,KENNETH M & JUDITH B**	**1702 VESTAL DR**

EXHIBIT "C"
LEGAL DESCRIPTION

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

74-231155

DECLARATION OF RESTRICTIONS FOR MAPLE WOOD

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

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:

1. "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.

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, its successors or assigns of any or all of its rights under this 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 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.

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. SET BACK 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 FRONT	REAR	SIDE	USE
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
H	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
N	6-14	1500	25	15	*	Single Family
P	1-13	1500	35	15	*	Single Family
P	14-26	1500	25	15	*	Single Family
Q	1-8	1500	25	15	*	Single Family
Q	9-15	1500	35	15	*	Single Family
R	1-36	2000	30	15	10	Single Family
S	1-18	1500	25	15	*	Single Family
T	1-32	1500	25	15	*	Single Family
T	33-42	1500	35	15	*	Single Family
U	1-11	1500	25	15	*	Single Family
U	12-22	1500	35	15	*	Single Family
V	1	1500	25	15	*	Single Family
W	1-4	1500	25	15	*	Single Family
X	1-11	1500	25	15	*	Single Family
X	12-20	2000	25	15	*	Single Family
Y	1-17	2250	30	15	10	Two Family
Z	1-20	2250	30	15	10	Single Family
AA	1-7	2000	35	15	10	Single Family
BB	1	1500	25	15	*	Two Family
BB	2-8	1500	35	15	10	Single Family
BB	9-16	1500	25	15	*	Single Family
CC	1-6	2000	25	15	*	Single Family
CC	7-22	1500	25	15	*	Two 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

10.00

*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 property, 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 feet 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 feet 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 in 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 small 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 small 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 popular health and sanitation, the described land is hereby subject to an annual assessment commencing with the year 1978. 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 judgment 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, CAMPERS 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 present 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, camper, or mobile home 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 dwelling 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 recorded plat of this SUBDIVISION, each being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for construction 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, 1974, at Coral Springs, Florida.

CORPORATE SEAL

FLORIDA NATIONAL PROPERTIES, INC.
A Florida Corporation

BY: J. P. Taravella, President

ATTEST: R. L. Hofmann, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1st day of November, 1974, by J. P. TARAVELLA, President of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Notary Public
My Commission Expires: Feb. 12, 1975

23560

5999 PAGE 272

MAPLE WOOD

CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP. 48 S., RGE. 41 E
BROWARD COUNTY, FLORIDA

CEL & JENSEN
CONSULTING ENGINEERS, INC.
WEST PALM BEACH, FLORIDA
DECEMBER 1973

PLAT BOOK ____ PAGE ____
SHEET 1 OF 6 SHEETS

Being a Replat of Part of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION, No. 2, as recorded in Plat Book 1, Page 102, Public Records of Palm Beach County, Florida and other lands.

LOCATION MAP

DESCRIPTION

[illegible]

DESCRIPTION CONTINUED

[illegible]

DEDICATION

STATE OF FLORIDA
COUNTY OF BROWARD ss

KNOW ALL MEN BY THESE PRESENTS that FLORIDA NATIONAL PROPERTIES, INC., a Florida Corporation, the Owner of the land shown hereon and hereby subdivided, and hereby dedicates to the use of the public for the purposes for which the same are designed, the roads and drainage easements shown hereon and reserves to the use of the public for the 5 years, the Utility Easements shown hereon and reserves to the perpetual use of the public for the purposes as indicated, all Canals and Rights-of-Ways as dedicated to Coral Springs Improvement District, in the 5 years.

IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC. has caused the dedication to be signed in its name by its President and Secretary, this ____ day of ____, 1973

FLORIDA NATIONAL PROPERTIES, INC.

Witness: _____ By: _____ President

Witness: _____ By: _____ Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD ss

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgments, J. P. FLORIELLO and R. L. HOFFMAN, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC. and they severally before me that they executed the foregoing dedication, for such officers of said Corporation.

WITNESS my hand and official seal in the City of Coral Springs, County of Broward and State of Florida, this ____ day of ____, 1973

_____ Notary Public

My Commission expires _____

LEGEND

UTILITY EASEMENTS

NOTES

[illegible]

CORAL SPRINGS IMPROVEMENT DISTRICT

THIS IS TO CERTIFY, that the CORAL SPRINGS IMPROVEMENT DISTRICT approved the plat that does hereby accept the Canals and stormwaterways Parcels in Tract 3-Block, as dedicated plans and do hereby acknowledge acceptance of drainage from Public Rights-of-Way as shown on plat.

CORAL SPRINGS IMPROVEMENT DISTRICT

Witness: _____ By: _____ President

Witness: _____ By: _____ Secretary

CITY COMMISSION

STATE OF FLORIDA
COUNTY OF BROWARD ss

THIS IS TO CERTIFY, that the plat has been approved and accepted for record by the City Commission of the City of Coral Springs, Broward County, Florida, at a meeting held by said City Commission on the ____ day of ____, 1973

IN WITNESS WHEREOF, the said CITY COMMISSION has caused these presents to be signed by the Mayor of said City to be attested by the City Clerk, and the Corporate Seal of said City to be affixed this ____ day of ____, 1973

By _____ Mayor
_____ City Clerk

COUNTY COMPTROLLER

STATE OF FLORIDA
COUNTY OF BROWARD ss

I HEREBY CERTIFY, that the plat hereinabove and the plat Certificate of the Surveyor and Mapper, dated December 1, 1971, has been recorded in Plat Book 1, Page 102, Public Records of Broward County, Florida, this 24th day of December, 1973

JACK WHEELER
County Comptroller

By _____ Deputy Clerk

This instrument was filed for record, this 24th day of December, 1973, and recorded in Book 52 of Plats, Page 27

JACK WHEELER
County Comptroller

By _____ Deputy Clerk

MORTGAGE HOLDER SIGNATURE

LEGAL LIENS WARRER, the mortgagee, owner and holder of a mortgage on the Broward County Property, dated December 1973 and recorded on 19.47 and join in the dedication.

By _____ Vice President, Authorized

BROWARD COUNTY AREA PLANNING BOARD

STATE OF FLORIDA
COUNTY OF BROWARD ss

THIS IS TO CERTIFY, that the BROWARD COUNTY AREA PLANNING BOARD approved the plat with regard to dedication of Right of Way for Traffic Ways, by Resolution, duly adopted this 24 day of December, 1973

_____ Executive Director

ENGINEER'S SIGNATURE

This plat approved by me this 24th day of December, 1973

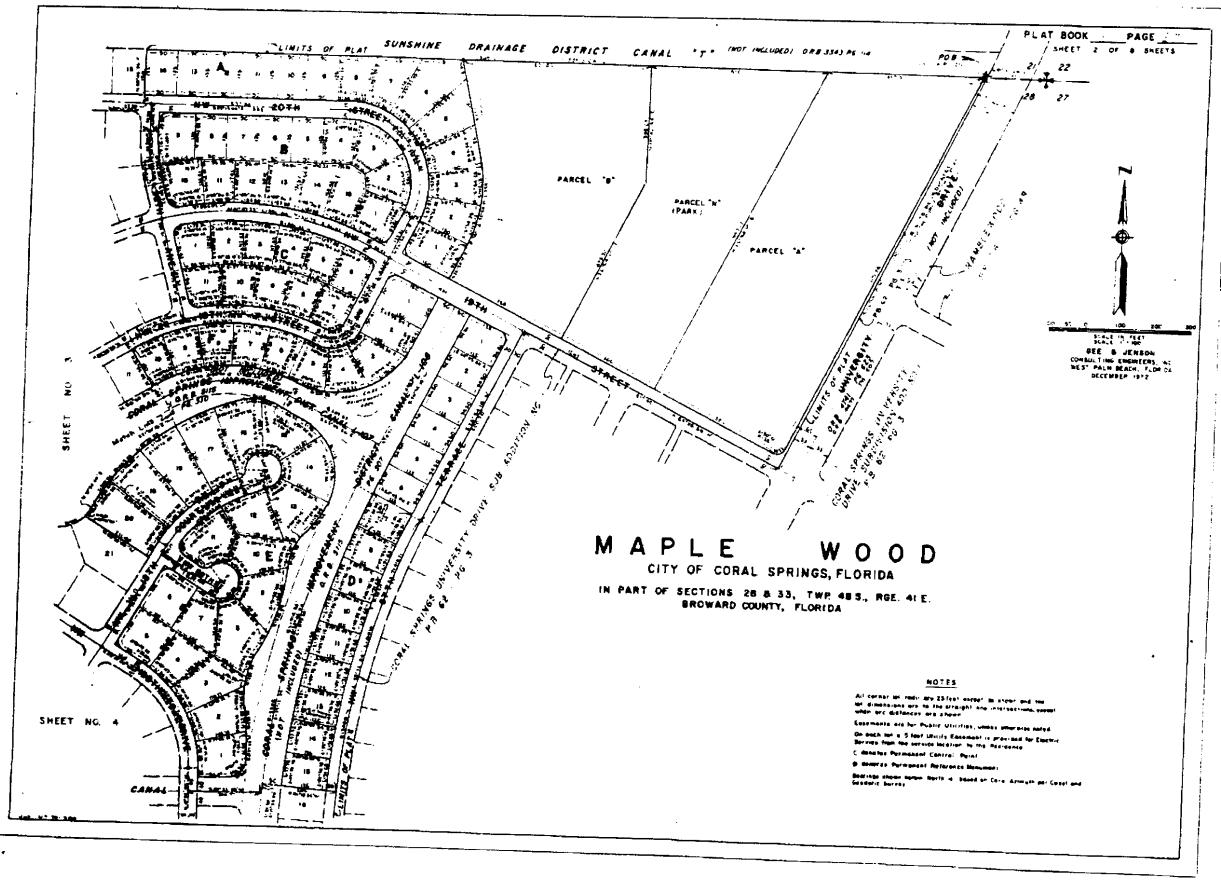
_____ Chief Engineer
Florida Registration No. 6898

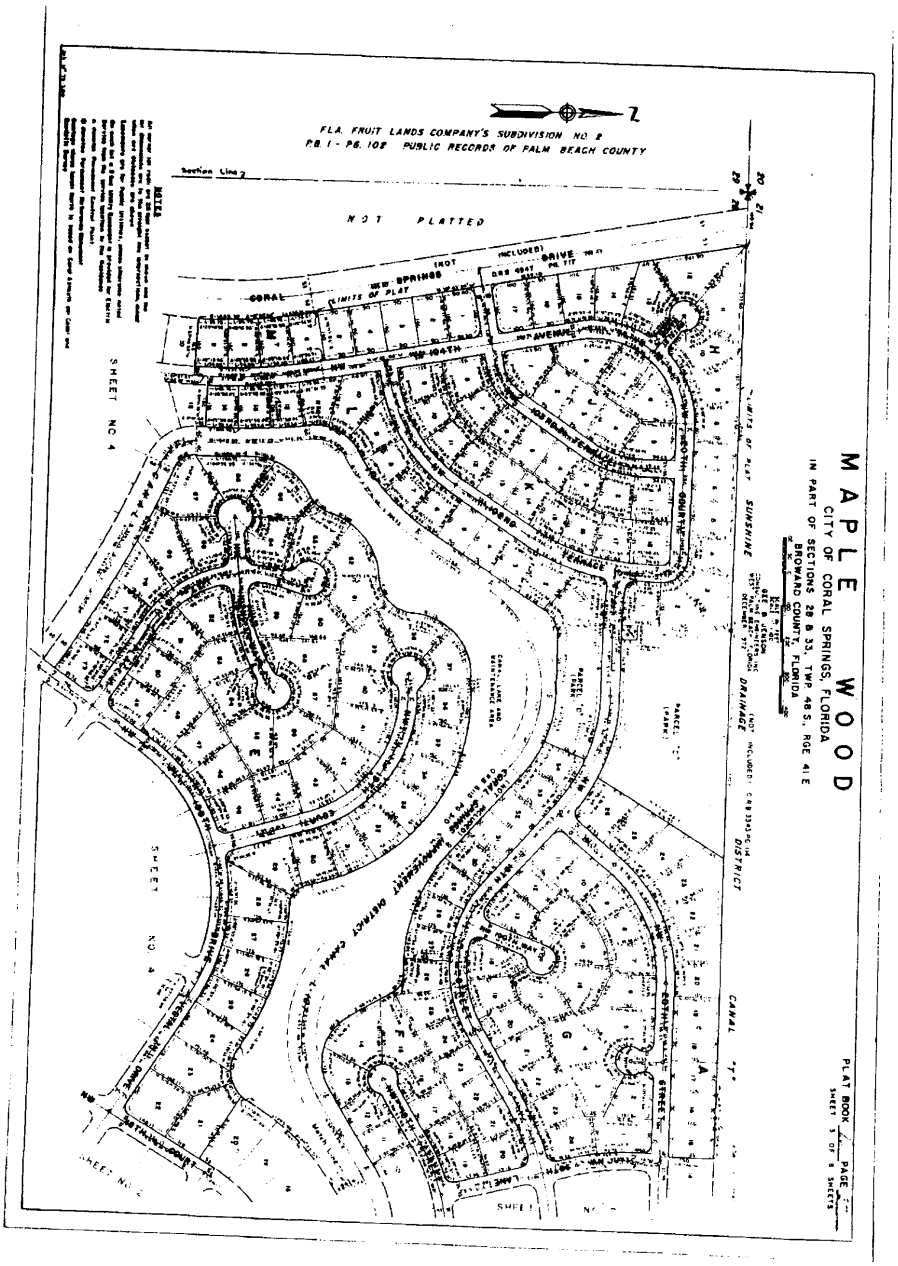
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH ss

I HEREBY CERTIFY, that the plat hereon shown is a true and correct representation of a survey made under my supervision, of the foregoing described property, that said survey is accurate to the best of my knowledge and belief, and that all fundamental, and permanent control points shown on reference to the map of subdivision is indicated.

_____ Registered Land Surveyor
Florida Certificate No. 2261


PLAT BOOK PAGE
SHEET 2 OF 8 SHEETS
LIMITS OF PLAT
SUNSHINE DRAINAGE DISTRICT CANAL "T"
PARCEL "B"
PARCEL "N" (PARK)
PARCEL "A"
SHEET NO. 3
SHEET NO. 4
CANAL
MAPLE WOOD
CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP. 48 S., RGE. 41 E.
BROWARD COUNTY, FLORIDA
NOTES
SCALE IN FEET
BEE & JENSEN
CONSULTING ENGINEERS, INC.
WEST PALM BEACH, FLORIDA
DECEMBER 1972


MAPLE WOOD
CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP. 48 S., RGE. 41 E
BROWARD COUNTY, FLORIDA
PLAT BOOK PAGE
SHEET 1 OF 8 SHEETS
FLA. FRUIT LANDS COMPANY'S SUBDIVISION NO. 2
P.B. 1 - PG. 102 PUBLIC RECORDS OF PALM BEACH COUNTY
NOT PLATTED
Section Line
CORAL SPRINGS
LIMITS OF PLAT
NW 104TH AVENUE
NW 104TH COURT
SUNSHINE DRAINAGE DISTRICT CANAL
SHEET NO. 4
SHEET NO. 4
NOTES

MAPLE WOOD

CITY OF CORAL SPRINGS, FLORIDA

IN PART OF SECTIONS 28 & 33, TWP 48 S., RGE 41 E

BROWARD COUNTY, FLORIDA

PLAT BOOK ____ PAGE ____

SHEET 4 OF 8 SHEETS

NOTES

SCALE 1" = 50'

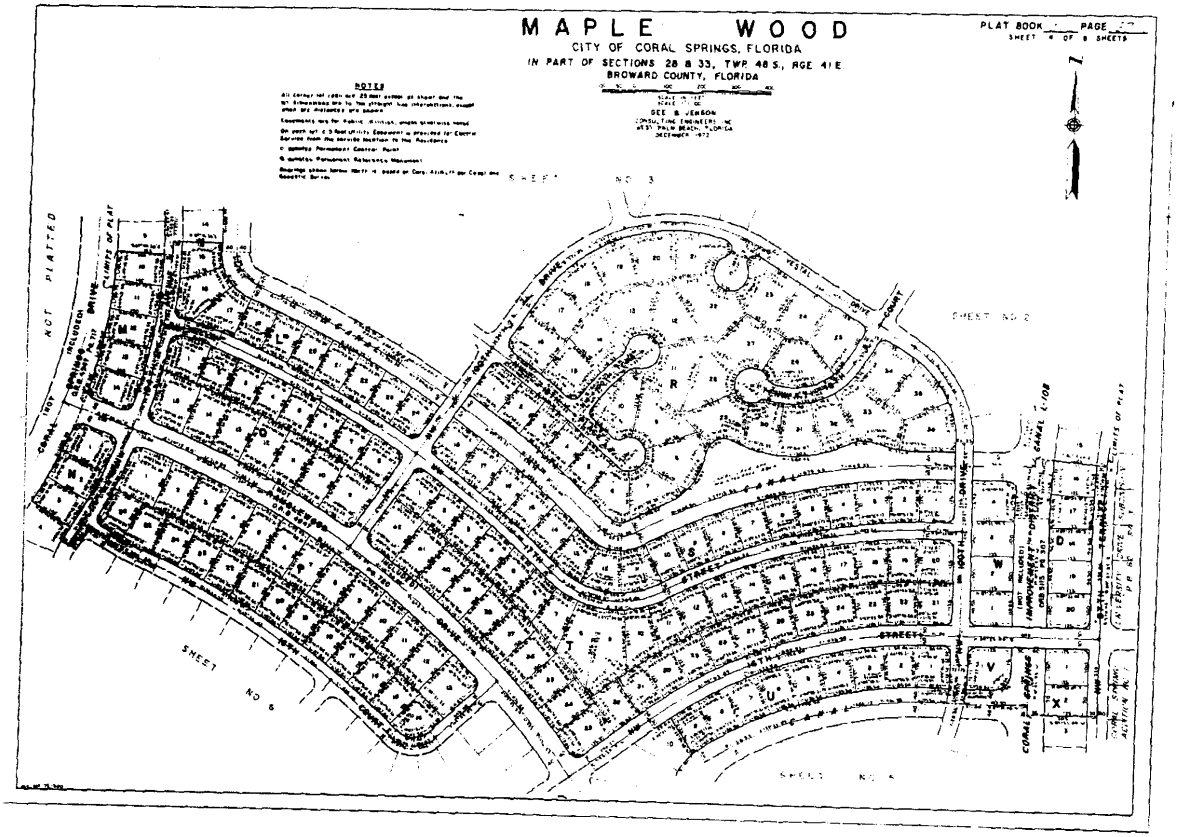
SCALE 1" = 1'

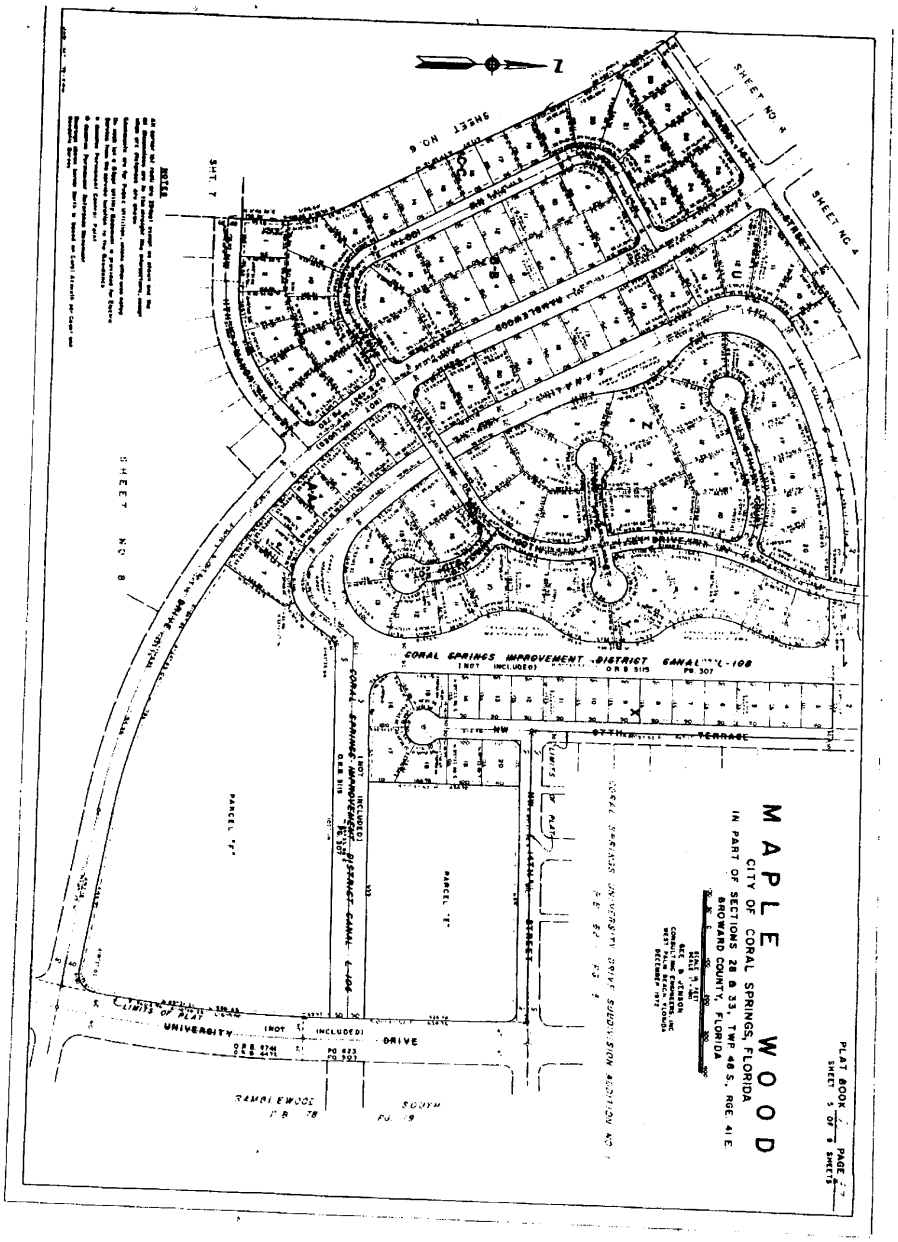
GEE & JENSON

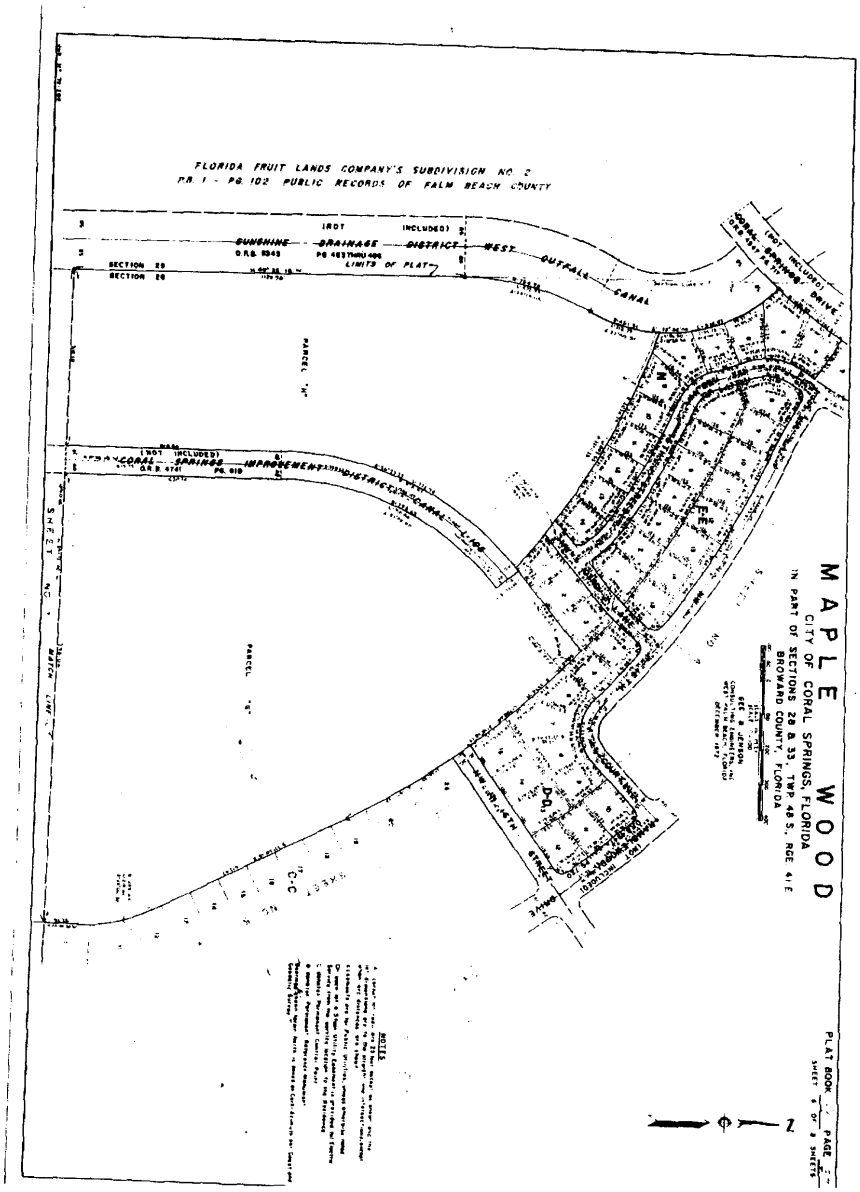
CONSULTING ENGINEERS, INC.

WEST PALM BEACH, FLORIDA

DECEMBER 1972




MAPLE WOOD
CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP 48 S., RGE 41 E
BROWARD COUNTY, FLORIDA
PLAT BOOK 7 PAGE 7
SHEET 5 OF 8 SHEETS
SHEET NO. 4
SHEET NO. 6
SHEET NO. 8
SHEET 7
N
CORAL SPRINGS IMPROVEMENT DISTRICT CANAL C-106
(NOT INCLUDED)
O.R.B. 5115 PG. 307
97TH TERRACE NW
PARCEL "A"
PARCEL "B"
PARCEL "C"
UNIVERSITY DRIVE
(NOT INCLUDED)
O.R.B. 5741 PG. 623
O.R.B. 5742 PG. 501
LIMITS OF PLAT
RAMBLEWOOD SOUTH
P.B. 78 PG. 19
NOTES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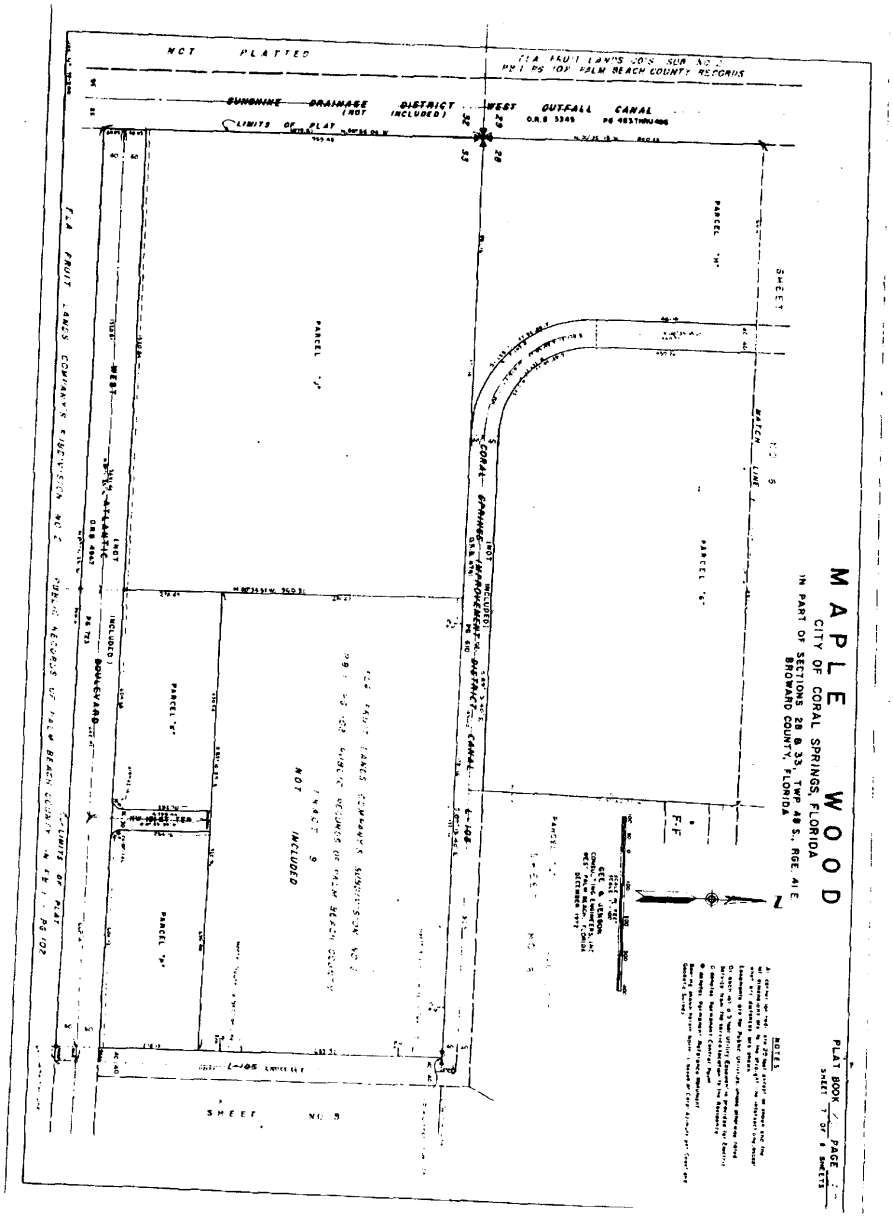
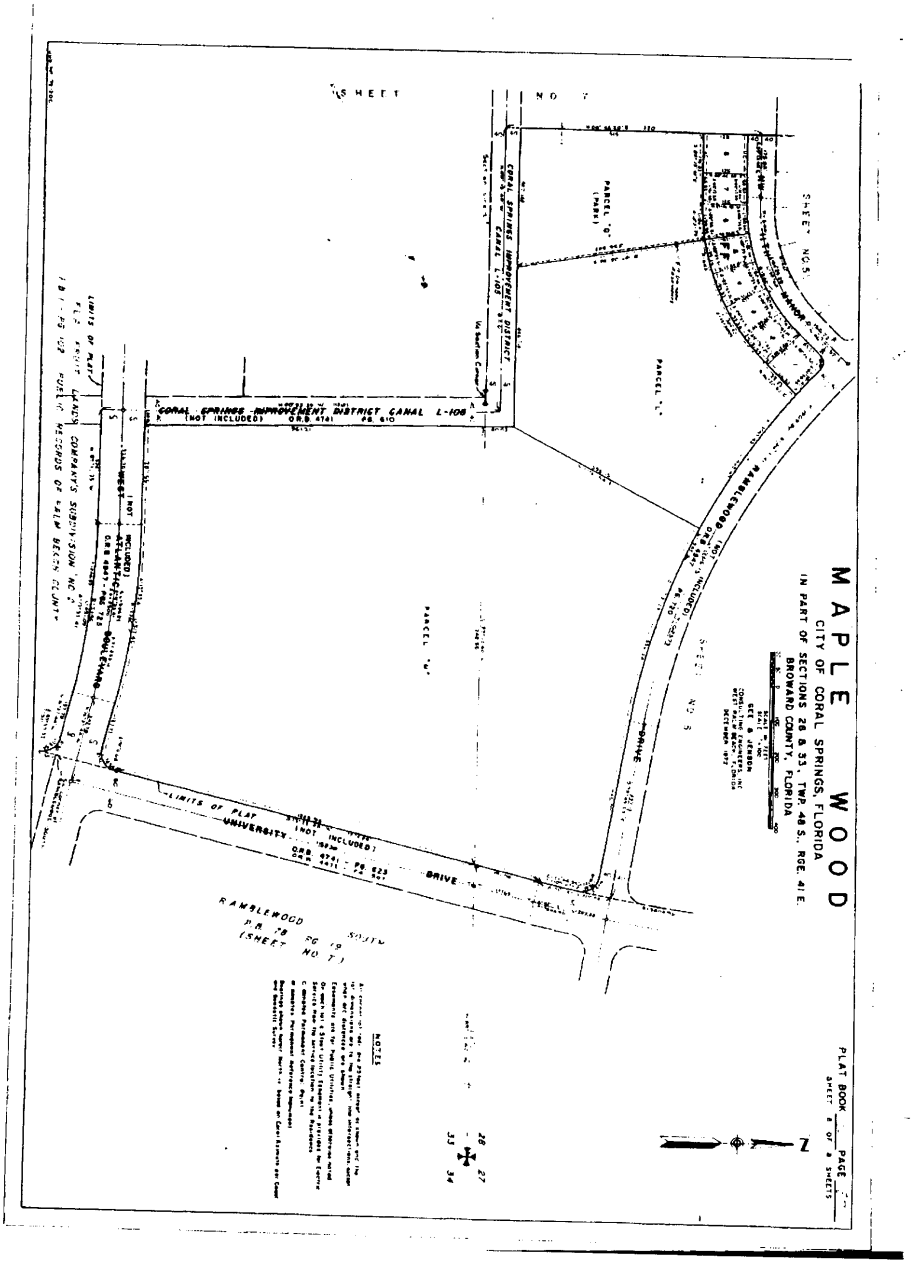
CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP. 48 S., RGE. 41 E
BROWARD COUNTY, FLORIDA
FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2
P.B. 1 - PG. 102 PUBLIC RECORDS OF PALM BEACH COUNTY
SUNSHINE DRAINAGE DISTRICT WEST OUTFALL CANAL
LIMITS OF PLAT
SECTION 29
SECTION 28
PARCEL "A"
PARCEL "B"
CORAL SPRINGS IMPROVEMENT DISTRICT CANAL
SHEET NO. 1
SHEET NO. 2
SHEET NO. 3
MATCH LINE
NOTES
PLAT BOOK
PAGE
SHEET 1 OF 3 SHEETS


MAPLE WOOD
CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP 48 S., RGE 41 E
BROWARD COUNTY, FLORIDA
PLAT BOOK / PAGE
SHEET 1 OF 4 SHEETS
NOTES
NOT PLATTED
SUNSHINE DRAINAGE DISTRICT (NOT INCLUDED)
WEST OUTFALL CANAL
LIMITS OF PLAT
PARCEL "W"
PARCEL "X"
PARCEL "Y"
PARCEL "Z"
PARCEL "A"
PARCEL "B"
PARCEL "C"
NOT INCLUDED
CORAL SPRINGS IMPROVEMENT DISTRICT CANAL
BOULEVARD
SHEET NO. 1
SHEET NO. 3
F.P.L.
FLA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2
PUBLIC RECORDS OF PALM BEACH COUNTY


MAPLE WOOD
CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP. 48 S., RGE. 41 E.
BROWARD COUNTY, FLORIDA
PLAT BOOK PAGE
SHEET 1 OF 8 SHEETS
SHEET NO. 7
SHEET NO. 5
SHEET NO. 5
PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"
CORAL SPRINGS IMPROVEMENT DISTRICT CANAL L-108
(NOT INCLUDED) ORB 6741 PG 610
CORAL SPRINGS IMPROVEMENT DISTRICT CANAL L-105
RAMBLEWOOD DRIVE
UNIVERSITY DRIVE
LIMITS OF PLAT
RAMBLEWOOD
P.B. 78 PG 19
(SHEET NO. 7)
NOTES

79-329075

AMENDMENT TO DECLARATION OF RESTRICTIONS FOR A PORTION OF MAPLE WOOD

THIS AMENDMENT to Declaration of Restrictions made this 8th 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 5969, 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 aforedescribed 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.

43.00

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:

		MINIMUM	MINIMUM SETBACK REQUIREMENTS			
BLOCK	LOTS	SQ. FT.	FRONT	REAR	SIDE	USE
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.

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

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.

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.

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.

20. 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 8th day of December, 1978, at Coral Springs, Broward County, Florida.

FLORIDA NATIONAL PROPERTIES, INC.

ATTEST:

W. BUNTEMEYER, Secretary

By: 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 8th day of December, 1978.

Notary Public
My Commission Expires:

MY COMMISSION EXPIRES SEPT. 17, 1981

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

BY-LAWS
OF
THE MAPLE WOOD ISLE ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. All terms except ASSOCIATION which are defined in the Amendment to Declaration of Restrictions for a Portion of MAPLE WOOD shall be used herein with the same meanings as defined in said Amendment.

Section 2. ASSOCIATION as used herein, shall mean Homeowners' Association.

Section 3. Amendment to Declaration of Restrictions for a Portion of MAPLE WOOD shall be referred to herein as MAPLE WOOD ISLE RESTRICTIONS.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

Section 1. The principal office of the ASSOCIATION shall be located at: 3300 University Drive, Coral Springs, Florida 33065 or at such other place as may be established by resolution by the Board of Directors of the ASSOCIATION.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

Section 1. Every person or entity who is an OWNER of a lot, including the SUBDIVIDER, at all times as long as it owns any property subject to the Maple Wood Isle Restrictions, shall be a MEMBER of the ASSOCIATION, provided that any such person or entity who holds such interest only as a 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.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the MAPLE WOOD ISLE RESTRICTIONS, and shall result in the suspension of voting privileges during any period of such nonpayment.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that SUBDIVIDER, to the exclusion of other MEMBERS and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by SUBDIVIDER. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V
ELECTION OF DIRECTORS:
NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. 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 Articles of Incorporation. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) 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 each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4. 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. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to MEMBERS.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall:
(a) describe the vacancies to be filled;
(b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
(c) contain a space for write-in vote by the MEMBERS for each vacancy.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least twenty-one (21) days in advance of the date set forth therein for a return (which shall be a date not later than seven (7) days before the annual meeting or special meeting called for elections).

Section 6. Each MEMBER shall receive as many ballots as he has votes. Notwithstanding that a MEMBER may be entitled to several votes, he shall exercise on any one ballot only one (1) vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "BALLOT" but not marked in any other way. Each such "BALLOT" envelope shall contain only one (1) ballot, and the MEMBERS shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one (1) ballot in any one "BALLOT" envelope shall disqualify the return. Such "BALLOT" envelope, or envelopes (if the MEMBER or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the MEMBER or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the ASSOCIATION'S offices, or at such other address as designated upon each ballot.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked container until the day set for the annual or other special meeting at which the elections are to be held. On that day the external envelopes containing the "BALLOT" envelopes shall be turned over, unopened, to an Election Committee which shall consist of the members of the Nominating Committee. The Election Committee shall then adopt a procedure which shall:
(a) establish that the number of envelopes marked "BALLOT" corresponds to the number of votes allowed to the MEMBER or his proxy identified on the outside envelope containing them;
(b) that the signature of the MEMBER or his proxy on the outside envelope is genuine; and
(c) if the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XI, Section 2, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any MEMBER or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "BALLOT" envelopes and the counting of the votes. If any "BALLOT" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the MEMBERS present, the ballots and the outside envelopes shall be destroyed.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the MEMBERS whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2;

(b) To appoint and remove at pleasure all officers, agents and employees of the ASSOCIATION, except those appointed by SUBDIVIDER, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any MEMBER, Officer or Director of the ASSOCIATION in any capacity whatsoever;

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article VI, Section 2;

(d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the MEMBERS and their guests thereon;

(e) To exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to the ASSOCIATION, except those reserved to the MEMBERS in the MAPLE WOOD ISLE RESTRICTIONS;

(f) In the event that any member of the Board of Directors of this ASSOCIATION shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. 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 is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article X, Section 2;

(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 in the MAPLE WOOD ISLE RESTRICTIONS;

(1) To fix the amount of the assessment against each LOT for each assessment period at least thirty (30) days in advance of such date or period and, at the same time,

(2) To prepare a roster of MAPLE WOOD ISLE and the assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any MEMBER, and, at the same time,

(3) To send written notice of each assessment to every OWNER subject thereto.

(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. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VII

DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on the second Monday of each month at 7:30 o'clock P.M. provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the ASSOCIATION or by any two Directors after not less than three (3) days' notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE VIII
OFFICERS

Section 1. The Officers shall be a President, a Vice President, a Secretary and a Treasurer. The President and the Vice President shall be members of the Board of Directors.

Section 2. The Officers shall be chosen by majority vote of the Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the ASSOCIATION. He shall record in a book kept for that purpose the names of all MEMBERS of the ASSOCIATION together with their addresses as registered by such MEMBERS (see Article X, Section 3).

Section 7. 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, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the ASSOCIATION, provided that such checks and notes shall also be signed by the President or the Vice President. The Treasurer shall keep proper books of account and cause an annual audit of the ASSOCIATION books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE IX
COMMITTEES

Section 1. The Standing Committees of the ASSOCIATION shall be:
(a) The Recreation Committee;
(b) The Maintenance Committee;
(c) The Architectural Control Committee;
(d) The Publicity Committee;
(e) The Finance and Audit Committee.
Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more members and shall include a member of the Board of Directors for board contact. The committee shall be appointed by the Board of Directors as soon as possible after the annual meeting to serve until the close of the next annual meeting. The Board of Directors may appoint such other committees as it deems desirable, from time to time.

Section 2. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the ASSOCIATION and shall perform such other functions as the Board, in its discretion, determines.

Section 3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of MAPLE WOOD ISLE and facilities of the ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in Article II, Paragraph 3 of the Maple Wood Isle Restrictions. FLORIDA NATIONAL PROPERTIES, INC. shall appoint the members of this committee as long as it shall own any lot in MAPLE WOOD ISLE. It shall watch for any proposals, programs or activites which may adversely affect the residential value of MAPLE WOOD ISLE and shall advise the Board of Directors regarding ASSOCIATION action on such matters.

Section 6. The Publicity Committee shall inform the MEMBERS of all activities and functions of the ASSOCIATION and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the ASSOCIATION.

Section 7. The Finance and Audit Committee shall supervise the annual audit of the ASSOCIATION'S books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the Committee.

Section 8. With the exception of the Nominations Committee and the Architectural Control Committee, (but then only as to those functions that are governed by the MAPLE WOOD ISLE RESTRICTIONS), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. 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. The regular annual meeting of the MEMBERS shall be held on the second Tuesday of the month of January in each year, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the MEMBERS shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the MEMBERS for any purpose may be called at any time by any two or more members of the Board of Directors, or upon written request of the MEMBERS who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the MEMBERS by the Secretary. Notice may be given to the MEMBER either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each MEMBER shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be delivered or mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article V, or any action governed by the Articles of Incorporation or by the MAPLE WOOD ISLE RESTRICTIONS, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of MEMBERS entitled to cast, or of proxies entitled to be cast, one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the MAPLE WOOD ISLE RESTRICTIONS, shall require a quorum as therein provided.

ARTICLE XI

PROXIES

Section 1. At all corporate meetings of MEMBERS, each MEMBER may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the MEMBER of his lot or interest therein in MAPLE WOOD ISLE.

ARTICLE XII
BOOKS AND PAPERS

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

ARTICLE XIII
CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words:

THE MAPLE WOOD ISLE ASSOCIATION, INC.

ARTICLE XIV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the MEMBERS, by a vote of a majority of a quorum of MEMBERS present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the ASSOCIATION may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the MAPLE WOOD ISLE RESTRICTIONS may not be amended except as provided in such RESTRICTIONS.

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 MAPLE WOOD ISLE RESTRICTIONS, and these By-Laws, the RESTRICTIONS shall control; and in the event of any conflict between the Articles of Incorporation and the MAPLE WOOD ISLE RESTRICTIONS, the RESTRICTIONS shall control.

ARTICLE XV
GENDER

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

IN WITNESS WHEREOF, we, being all of the Directors of THE MAPLE WOOD ISLE ASSOCIATION, INC., have hereunto set our hands this 25th day of July, 1978.

J.P. TARANELLA

R.L. HOFMANN

W. BUNTEMEYER

R. McKINLEY

A.N. MALANOS

THIS INSTRUMENT WAS PREPARED BY:
ARTHUR W. SCHLENKERT, ESQ.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
R. R. KAPLE
COUNTY ADMINISTRATOR

REC 7927 PAGE 750

84-144923

DECLARATION
OF
RESTRICTIVE COVENANTS
FOR LOTS 33 AND 34 IN BLOCK E OF MAPLE WOOD

WHEREAS, Florida National Properties, Inc., a Florida corporation (hereinafter referred to as "Declarant FNP") and, Harvey S. Kleinman and Bonnie M. Kleinman, his wife (hereinafter referred to as "Declarants Kleinman") (Declarant FNP and Declarants Kleinman are hereinafter collectively referred to as "the Declarants") are the owners of those certain lots of land situate, lying and being in the City of Coral Springs, Broward County, Florida, sometimes hereinafter referred to as the "land", which are more particularly described hereinbelow, to wit:

Lots 33 and 34 in Block E of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, Page 37, of the public records of Broward County, Florida;

and

WHEREAS, the Declarants intend to subject the land to certain restrictive covenants and limitations as hereinafter described, in order to insure the most beneficial development of the land and in order to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof or the value or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarants Kleinman have acquired fee simple title to Lot 34 in Block E of MAPLE WOOD which lot has a single family detached dwelling house erected thereon; and

WHEREAS, Declarant FNP is simultaneously with the execution hereof conveying Lot 33 in Block E of MAPLE WOOD to Declarants Kleinman, and Declarants Kleinman shall construct a tennis court thereon; and

WHEREAS, it is the intent of Declarants that the tennis court to be constructed on Lot 33 in Block E of MAPLE WOOD become an appurtenance to the dwelling house on Lot 34 in Block E of MAPLE WOOD:

NOW THEREFORE, the Declarants hereby declare that the following restrictive covenants are hereby imposed on the land as follows:

ARTICLE I

Special Protective Restrictions

A. For a period of five (5) years from the date of recording of this instrument the land shall not be conveyed other than as one continuous parcel and Declarants Kleinman, their heirs, personal representatives, successors or assigns, shall not (for said five (5) year period) alienate or devise a portion or portions of the land, but shall hold or alienate the same only as one continuous parcel.

B. In the event that, subsequent to five (5) years from the date of recording of this instrument, the land is to be conveyed as separate lots, Lot 33 in Block E of MAPLE WOOD shall not be

conveyed to anyone other than the fee simple title holder of Lot 32 in Block E of MAPLE WOOD for the purpose of supporting a tennis court thereon.

C. In the event that, subsequent to five (5) years from the date of recording of this instrument, Lot 33 in Block E of MAPLE WOOD is conveyed or to be conveyed to other than the fee simple title holder of Lot 32 or Lot 34 in Block E of MAPLE WOOD, then, in that event, the tennis court on Lot 33 in Block E of MAPLE WOOD shall be removed, and the lot returned to its natural state or a single family detached dwelling house constructed thereon.

D. The tennis court shall not be illuminated during the hours of 10:00 P.M. to 8:00 A.M. each day, nor shall play occur during these hours.

E. These restrictions and covenants shall run with and bind the land covered hereby and shall inure to the benefit of and be enforceable by Declarant FNP or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns.

ARTICLE II

Enforceability

A. Each and all of the restrictions shall be enforceable by injunction or such other form of action available to the parties aggrieved, including Declarant FNP, their successors or assigns. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other of the restrictions which shall all remain in full force and effect.

B. In the event of litigation to enforce any or all of these restrictions Declarant FNP shall be entitled to recovery of all court costs and reasonable attorneys' fees, including those costs and fees incurred by virtue of appellate proceedings.

C. Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give Declarant FNP, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant FNP shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

D. In the event Declarant FNP does or contracts to do any abatement or removal more particularly described in the preceding paragraph hereof, then Declarant FNP shall have a lien against the lot for which such abatement or removal is performed, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Declarant FNP's lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida of a claim of lien. Such lien shall bear interest at the highest rate permitted by law from the date of recording until paid. Except for interest, such claim of lien shall include only unpaid abatement and removal charges due and payable to Declarant FNP, or its successors or assigns, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorney's fees and costs. All such liens shall be subordinate to the lien of a first mortgage held by any Institutional Lender (any national or state bank, insurance company, VA or FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association having a first mortgage lien upon a lot) recorded

prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title, this shall operate to release a subordinate claim of lien. A suit to recover a money judgment for unpaid charges may be maintained at the option of the lien holder without waiving the lien securing the same.

IN WITNESS WHEREOF, the Declarants have caused these presents, to be duly executed all as of this 24th day of April, 1984.

FLORIDA NATIONAL PROPERTIES, INC.

(Corporate Seal)

By: W. Buntemeyer, President

ATTEST:

A. N. Malanos, Secretary

Signed, sealed and delivered in the presence of:

Harvey S. Kleinman L.S.

Bonnie M. Kleinman L.S.

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of April, 1984 by W. BUNTEMEYER, President and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:
June 6, 1984

Notary Public

(Notary Seal)

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of April, 1984 by HARVEY S. KLEINMAN and BONNIE M. KLEINMAN, his wife.

My Commission Expires:
June 6, 1984

Notary Public

(Notary Seal)

GREGORY S. SMITH
100 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33071

81-291007

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, MANNE PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant", is the owner of those certain lots of land situate, lying and being in the City of Coral Springs, Broward County, Florida, sometimes hereinafter referred to as the "land", which are more particularly described hereinbelow, to wit:

> Lots 63 and 64 in Block E of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, at page 37, of the public records of Broward County, Florida;

and

WHEREAS, Declarant intends to sell the land subject to certain restrictive covenants and limitations as hereinafter described, in order to insure the most beneficial development of the land and in order to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarant has or will construct a single family detached dwelling house on Lot 63 in Block E of MAPLE WOOD and a tennis court on Lot 64 in Block E of MAPLE WOOD; and

WHEREAS, it is the intent of Declarant that the tennis court on Lot 64 in Block E of MAPLE WOOD become an appurtenance to the dwelling house on Lot 63 in Block E of MAPLE WOOD;

NOW THEREFORE, Declarant hereby declares that the following restrictive covenants are hereby imposed on the land as follows:

ARTICLE I

Special Protective Restrictions

A. For a period of five (5) years from the date of recording of this instrument the land shall not be conveyed other than as one continuous parcel and once Declarant has conveyed the land, the grantees thereof, their heirs, personal representatives, successors or assigns, shall not (for said five (5) year period) alienate or devise a portion or portions of the land, but shall hold or alienate the same only as one continuous parcel.

B. In the event that, subsequent to five (5) years from the date of recording of this instrument, the land is to be conveyed as separate lots, Lot 64 in Block E of MAPLE WOOD shall not be conveyed to anyone other than the fee simple title holder of Lot 65 in Block E of MAPLE WOOD for the purpose of supporting a tennis court thereon.

C. In the event that, subsequent to five (5) years from the date of recording of this instrument, Lot 64 in Block E of MAPLE WOOD is conveyed or to be conveyed to other than the fee simple title holder of Lot 63 or Lot 65 in Block E of MAPLE WOOD, then, in that event, the tennis court on Lot 64 in Block E of MAPLE WOOD shall be removed, and the lot returned to its natural state or a single family detached dwelling house constructed thereon.

10/AS

D. These restrictions and covenants shall run with and bind the land covered hereby and shall inure to the benefit of and be enforceable by the Declarant, Florida National Properties, Inc., a Florida corporation (hereinafter "FNP"), or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns.

ARTICLE II

Enforceability

A. Each and all of the restrictions shall be enforceable by injunction or such other form of action available to the parties aggrieved, to the Declarant, or to FNP, their successors or assigns. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other of the restrictions which shall all remain in full force and effect.

B. In the event of litigation to enforce any or all of these restrictions the Declarant, and/or FNP, shall be entitled to recovery of court costs and reasonable attorneys' fees, including those costs and fees incurred by virtue of appellate proceedings.

C. Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Declarant and/or FNP, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant or FNP shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

D. In the event the Declarant and/or FNP does or contracts to do any abatement or removal more particularly described in the preceding paragraph hereof, then Declarant and/or FNP shall have a lien against the lot for which such abatement or removal is performed, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Declarant and/or FNP's lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien. Such liens shall bear interest at the rate of fifteen (15%) percent per annum from the date of recording until paid. Except for interest, such claims of lien shall include only unpaid abatement and removal charges due and payable to the Declarant and/or FNP, or their successors or assigns, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorney's fees and costs. All such liens shall be subordinate to the lien of a first mortgage held by any Institutional Lender (any bank, insurance company, VA or FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association having a first mortgage lien upon a lot) recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title, this shall operate to release a subordinate claim of lien. A suit to recover a money judgment for unpaid charges may be maintained at the option of the lien holder without waiving the lien securing the same.

IN WITNESS WHEREOF, MANNE PROPERTIES, INC., has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, all as of this 19 day of October, A.D., 1981

MANNE PROPERTIES, INC.

(Corporate Seal)

By: Lee H. Manne
President

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of October, 1981, by Lee Manne, President of MANNE PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Mary P. Cornell
Notary Public

(Notary Seal)

Gregory S. Sollitto
RETURN TO: FLORIDA NATIONAL PROPERTIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS FLORIDA 33065

RECORDED IN OFFICIAL RECORD BOOK
COUNTY
FLOYD E. JOHNSON
CLERK OF CIRCUIT COURT

OFF REC 9850 PAGE 983

This Instrument Prepared By/
Record and Return to:
Michael R. Flam, Esquire
Florida National Properties, Inc.
3300 University Drive
Coral Springs, Florida 33065

91044181

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR LOTS 18 AND 19 IN BLOCK E OF MAPLE WOOD

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS ("Declaration") made this 21st day of January, 1991, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation ("FNP");

W I T N E S S E T H:

WHEREAS, Paul R. Garcia and Carol M. Garcia, his wife ("Garcia"), are the record owners of the following real property situate, lying and being in the City of Coral Springs, Broward County, Florida:

Lots 18 and 19, in Block E, of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, at Page 37, of the Public Records of Broward County, Florida

(collectively, the "Lots"); and

WHEREAS, the Garcia's single family residence is located on the hereinabove described Lot 19 ("Lot 19") and the Garcia's desire to construct a tennis court on the hereinabove described Lot 18 ("Lot 18") as an appurtenant use to Lot 19; and

WHEREAS, FNP has reserved for itself and has also granted to Ocean Mile Association, Inc., a Florida corporation ("OMA"), certain powers and duties of operation, administration, enforcement and plan approval, as more fully described in the Declaration of Restrictions for Maple Wood, recorded in Official Records Book 5999, at Pages 269 through 272, inclusive, and the Amendment to Declaration of Restrictions for a Portion of Maple Wood, recorded in Official Records Book 7927, at Pages 737 through 758, inclusive, both of the Public Records of Broward County, Florida (collectively, the "Restrictions"); and

WHEREAS, those certain hereinabove described powers and duties under the Restrictions include the right of either FNP or OMA (without the requirement of the other entity's joinder and consent) to regulate the use of the real property described thereunder and the construction thereon; and

WHEREAS, FNP, on behalf of itself and OMA, is agreeable to Garcia constructing a tennis court on Lot 18, subject to the terms, provisions, restrictions, reservations, covenants and conditions hereinafter stated;

NOW, THEREFORE, FNP, on behalf of itself and OMA, hereby declares that (in addition to the Restrictions), the Lots shall be held, transferred, sold, conveyed and occupied subject to the

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terms, provisions, restrictions, reservations, covenants and conditions hereinafter set forth.

ARTICLE I

General Restrictions

1. RESTRICTIONS REGULATING TRANSFER OF LOT 18.

A. FNP, on behalf of itself and OMA, shall permit a tennis court on Lot 18 so long as title to all of Lot 18 is simultaneously held by either the then existing titleholder to Lot 19 or by the then existing titleholder to Lot 17 ("Lot 17") in Block E of the foregoing described MAPLE WOOD Plat.

B. In the event title to Lot 18 should be conveyed separate and apart from Lot 19 to a bona fide purchaser other than the then existing titleholder to Lot 17 (to be used as an appurtenant use to said Lot 17), then:

(i) the tennis court shall be removed from Lot 18 within thirty (30) calendar days from the date of conveyance of whichever of Lots 18 and 19 is first transferred or conveyed; and

(ii) either (a) a single family detached dwelling unit shall be constructed on Lot 18 in accordance with the terms, provisions and conditions of the Restrictions, and completed to the satisfaction of either FNP or OMA (whose approval shall not be unreasonably withheld) within twelve (12) months after commencing said construction, or (b) landscaping material shall be installed on Lot 18 in the location where the tennis court was removed. All of the landscaping material on Lot 18 will be properly maintained in good and living condition (as that term is hereinafter defined). "Good and living condition" for the landscaping material shall mean the proper irrigation, fertilization, grooming and trimming thereof, and the replacement of dead, diseased and/or missing landscaping material with the material of the same species, height, width and quality as the remaining landscaping material on Lot 18. Landscaping plans and specifications for Lot 18 shall be submitted to and approved by either FNP or OMA prior to the installation of landscaping material. Any dispute as to the type, design or composition of the landscaping material shall be determined by either FNP or OMA, whose decision shall be final.

2. RESTRICTIONS REGULATING TENNIS COURT ON LOT 18. No tennis court shall be constructed on Lot 18 unless and until the plans, specifications, and location on said Lot are first approved in writing by either FNP or OMA (whose approval shall not be unreasonably withheld).

A. An approved court shall be constructed within the building setback area as set forth in Article II, GENERAL RESTRICTIONS, Paragraph 2, SETBACK LINES AND SIZE OF BUILDING, of the aforesaid described Amendment.

B. Adequate and appropriate landscaping shall be required for an approved tennis court. The decision of what constitutes adequate and appropriate landscaping shall be made by either FNP or OMA, whose decision shall be final.

C. The tennis court shall not be illuminated during the hours of 10:00 p.m. through 8:00 a.m. each day, nor shall play occur during these hours. The maximum height of

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lighting fixtures which are used to illuminate an approved tennis court shall be eighteen (18') feet above ground level.

ARTICLE II

General Provisions

1. NOTICE TO FNP/OMA. Any notice to FNP or OMA, shall be in writing and delivered or mailed to FNP or OMA at its respective principal place of business as shown by the records of the Florida Department of State, or at any other location designated by FNP or OMA.

2. ENFORCEMENT. FNP or OMA shall have the same rights and powers of enforcement, including recovering costs and attorneys' fees (at both the trial and appellate levels), with regard to this Declaration, as FNP or OMA has under the Restrictions.

3. CAPTIONS. The captions of the various paragraphs of this Declaration have been inserted for the purpose of convenience. Such captions shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions herein.

4. DECLARATION RUNS WITH THE LAND. The terms, provisions, conditions, reservations, covenants and restrictions of this Declaration shall run with the Lots and be binding upon Garcia and their successors, assigns and grantees.

5. AMENDMENT OF DECLARATION. FNP may, in its sole discretion, modify, amend, waive, add to, or terminate this Declaration, or any part thereof.

6. ASSIGNMENT OF DECLARATION. FNP reserves unto itself, the absolute and unqualified right, power and authority, to delegate or assign its rights, powers, duties, privileges and authority created or provided for by this Declaration. Any assignment shall be by a written instrument executed by FNP and the assignee, and recorded in the Public Records of Broward County, Florida.

7. SEVERABILITY. Invalidation of any provision under this Declaration, in whole or in part, by a court of competent jurisdiction, shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, FNP does hereby execute this Declaration in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 31st day of JANUARY, 1991.

FLORIDA NATIONAL PROPERTIES, INC.

By: _____
W. Buntemeyer, President

Attest: _____
A. N. Malanos, Secretary

[Corporate Seal]

APPROVED
MRF

JOINED BY AND CONSENTED TO:

_____
Paul R. Garcia

_____
Carol M. Garcia

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STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31st day of January, 1991, by W. BUNTEMEYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

[Notary Seal]

STATE OF FLORIDA
ANGELA DUNNS
NOTARY PUBLIC
MY COMM. EXPIRES APR 2, 1991

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

29th The foregoing instrument was acknowledged before me this 29th day of January, 1991, by PAUL R. GARCIA and CAROL M. GARCIA, his wife.

Notary Public

My Commission Expires:

[Notary Seal]

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 13, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

BURL F. GEORGE
NOTARY
PUBLIC
STATE OF FLORIDA

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

MRF:BJK:011091

BROCK PROPERTY MANAGEMENT
P.O. BOX 770850 CORAL SPRINGS, FL 33077
954-753-2675 fax 954-340-8541
Email: brock@brockpm.com

February 15, 2012

Dear Maplewood Isle Homeowner,

Here is the amendment to the Declaration of Restrictions that was voted and passed at the annual meeting on February 12, 2012 by the membership. Please keep this amendment in your files.

"Except to the extent prohibited by law, the HOMEOWNER'S ASSOCIATION shall, in addition to such other rights and remedies available to it, have the right to levy reasonable fines of up to One Hundred Dollars ($100) per violation for the failure of the OWNER or its occupant, licensee, or invitee to comply with any provision of the Amendment to Declaration of Restrictions, the Rules and Regulations, or the Architectural Control Standards or any other rules or regulations promulgated by the HOMEOWNER'S ASSOCIATION. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing except that the fine may not exceed One Thousand Dollars ($1,000) in the aggregate unless otherwise provided in the governing documents. Any fine in the aggregate of One Thousand Dollars ($1,000) shall become a lien on the real property involved, enforceable in accordance with the provisions of this Amendment to Declaration of Restrictions and the By-Laws. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the nonprevailing party as determined by the court."

"The HOMEOWNER'S ASSOCIATION may suspend, for a reasonable period of time, the right of an OWNER, or an OWNER'S tenant, guest, or invitee, to use common areas and facilities for the failure of the OWNER or its occupant, licensee, or invitee to comply with the Amendment to Declaration of Restrictions, the Rules and Regulations, or the Architectural Control Standards or any other rules or regulations promulgated by the HOMEOWNER'S ASSOCIATION. If an OWNER is more than ninety (90) days delinquent in paying a monetary obligation due to the HOMEOWNER'S ASSOCIATION, the HOMEOWNER'S ASSOCIATION may suspend the rights of the OWNER, or the OWNER'S tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. Suspension does not impair the right of an OWNER or tenant to have vehicular and pedestrian ingress and egress from the OWNER'S property.
Fines and suspensions shall be imposed in the manner and subject to the provisions set forth in Section 720.305, Florida Statutes, as amended from time to time. The HOMEOWNER'S ASSOCIATION shall have the authority to promulgate additional procedures as it, from time to time, deems necessary"

Should you have any questions, feel free to contact my office.

Sincerely,
For the Board,

Jane M. Brock
Property Manager

and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the ASSOCIATION and the user for use of ASSOCIATION property when such is deemed appropriate by the Board of Directors of the ASSOCIATION.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the ASSOCIATION.

H. In general, to have all powers conferred upon a corporation by the Laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

A. The MEMBERS shall consist of the property OWNERS in MAPLE WOOD ISLE and all such property OWNERS shall be MEMBERS of the ASSOCIATION.

B. "SUBDIVIDER", "OWNER", "MEMBER", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid MAPLE WOOD ISLE RESTRICTIONS.

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each MEMBER shall be entitled to one (1) vote for each LOT in which they hold the interests required for membership. When one or more persons holds such interest or interests in any LOT, all such persons shall be MEMBERS, and the vote for such LOT shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any LOT. Except where otherwise required under the provisions of these Articles, the MAPLE WOOD ISLE RESTRICTIONS, or by law, the affirmative vote of the OWNERS of a majority of LOTS represented at any meeting of the MEMBERS duly called and at which a quorum is present, shall be binding upon the MEMBERS.

B. The SUBDIVIDER shall have the right to appoint a majority of the Board of Directors so long as it owns at least twenty (20) LOTS in MAPLE WOOD ISLE.

C. The SUBDIVIDER shall have the right to appoint two (2) members to the Board of Directors so long as it owns less than twenty (20) LOTS but more than one (1) LOT in MAPLE WOOD ISLE.

D. The ASSOCIATION will obtain funds with which to operate by assessment of its MEMBERS in accordance with the provisions of the MAPLE WOOD ISLE RESTRICTIONS, as supplemented by the provisions of the Articles and By-Laws of the ASSOCIATION relating thereto.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the ASSOCIATION shall be managed by a Board of Directors consisting of five (5) Directors. So long as the SUBDIVIDER shall have the right to appoint a majority of the Board of Directors, Directors need not be MEMBERS of the ASSOCIATION and need not be residents of MAPLE WOOD ISLE; thereafter, all Directors shall be MEMBERS of the ASSOCIATION and residents of MAPLE WOOD ISLE and of the State of Florida. There shall be two (2) Directors elected by MEMBERS so long as SUBDIVIDER has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and the term of the other elected Director shall be established for one (1) year. In Addition, SUBDIVIDER shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the MEMBERS which elected or appointed them. In no event can a Board member appointed by

SUBDIVIDER be removed except by action of SUBDIVIDER. Any Director appointed by the SUBDIVIDER shall serve at the pleasure of the SUBDIVIDER, and may be removed from office, and a successor Director may be appointed at any time by the SUBDIVIDER.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the MEMBERS to be held in the year 1979, and until their successors are elected or appointed and have qualified, are as follows:

1. J.P. Taravella	3300 University Drive, Coral Springs, Florida 33065
2. R.L. Hofmann	3300 University Drive, Coral Springs, Florida 33065
3. W. Buntemeyer	3300 University Drive, Coral Springs, Florida 33065
4. R. McKinley	3300 University Drive, Coral Springs, Florida 33065
5. A.N. Malanos	3300 University Drive, Coral Springs, Florida 33065

ARTICLE VII

OFFICERS

A. The officers of the ASSOCIATION shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

B. The names of the officers who are to manage the affairs of the ASSOCIATION until the annual meeting of the Board of Directors to be held in the year 1979, and until their successors are duly elected and qualified are:

President: J.P. Taravella
Vice President: R.L. Hofmann
Treasurer: R. McKinley
Secretary: W. Buntemeyer

ARTICLE VIII

CORPORATE EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, or its successors or assigns, as SUBDIVIDER of MAPLE WOOD ISLE shall be effective without the prior written consent of said FLORIDA NATIONAL PROPERTIES, INC., or its successors or assigns, as SUBDIVIDER.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

1. J.P. Taravella	3300 University Drive, Coral Springs, Florida 33065
2. R.L. Hofmann	3300 University Drive, Coral Springs, Florida 33065
3. W. Buntemeyer	3300 University Drive, Coral Springs, Florida 33065

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The ASSOCIATION hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

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 building 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

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.

NOTICE OF PRESERVATION
OF
COVENANTS AND RESTRICTIONS
FOR
MAPLEWOOD ISLE ASSOCIATION, INC.
a Florida corporation not-for-profit

WHEREAS, the Declaration of Restrictions for Maplewood (hereinafter referred to as the "ASSOCIATION") was recorded on November 1, 1974 at Official Record Book 5999, Page 269 of the Public Records of Broward County, Florida and was amended by Amendment to Declaration of Restrictions for a Portion of Maplewood, recorded on December 14, 1978 at Official Record Book 7927, Page 737 of the Public Records of Broward County, Florida (hereinafter collectively referred to as "DECLARATION"), and imposes covenants, restrictions, duties and obligations, both affirmative and negative, upon each and every lot owner within the ASSOCIATION; and,

WHEREAS, the DECLARATION describes the real property affected by same DECLARATION as hereinafter set forth; and,

WHEREAS, the aforementioned originally recorded DECLARATION will be extinguished thirty (30) years following the root of title pursuant to the Florida Marketable Title Act (MRTA), Chapter 712, et. seq.; and,

WHEREAS, the Board of Directors of the ASSOCIATION has voted by a two-thirds (2/3) majority vote to extend the aforementioned DECLARATION pursuant to Section 712.05(1), Florida Statutes; and,

NOW, THEREFORE, by filing this Notice of Preservation of Restrictions, the ASSOCIATION hereby declares that the ASSOCIATION'S DECLARATION, both as originally recorded and as

amended, shall be extended for a period of thirty (30) years following the recording date of this Notice of Preservation, and in support thereof, and in compliance with Section 712.06, Florida Statutes, states as follows:

1. The name or description of the claimant or the homeowners' association desiring to preserve any covenant or restriction and the name and particular post office address of the person filing the claim or the homeowners' association is attached hereto and incorporated herewith as Exhibit A.
2. The name of each unit owner, and the common address, legal description and Lot number of each unit within the ASSOCIATION is attached hereto and incorporated herewith as Exhibit B.
3. A full and complete description of all land affected by such notice, which description shall be set forth in particular terms, not by general reference, but if said claim is founded upon a recorded instrument or a covenant or a restriction, then the description in such notice may be the same as that contained in such recorded instrument or covenant or restriction, provided the same shall be sufficient to identify the property, which description is attached hereto and incorporated herewith as Exhibit C.
4. A statement of the claim showing the nature, description and extent of such a claim or, in the case of a covenant or restriction, a copy of the covenant or restriction, except that it shall not be necessary to show the amount of any claim for money or the terms of payment. A copy of the ASSOCIATION'S covenants are attached hereto and incorporated herewith as Exhibit D.
5. The ASSOCIATION'S originally recorded Declaration of Restrictions are recorded at

Official Record Book 5999, Page 269 in the Public Records of Broward County, Florida.

Sealed and delivered
in the presence of:

Thomas C Hill
Witness
Print Name: THOMAS C. HILL

Sheldon Goldberg
Witness
Print Name: Sheldon Goldberg

MAPLEWOOD ISLE ASSOCIATION, INC.

By: Yoliansky
Print Name: YOLANDA SPOLIANSKY

Its:

State of Florida
County of Broward

The foregoing instrument was sworn to, subscribed and acknowledged before me this 24 day of May, 200_ by Yolanda Spoliansky, _____ of MAPLEWOOD ISLE ASSOCIATION, INC. who [✓] is personally known to me or [ ] produced identification, to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

Judy B. Clifton
Notary Public
Print Name: Judy B. Clifton

Judy B. Clifton
Commission #DD303158
Expires: Mar 24, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires:

Filed by:

Michael E. Chapnick, Esq.
Katzman and Korr, P.A
Wachovia Financial Center, 2nd Floor
5581 W. Oakland Park Boulevard
Lauderhill, Florida 33313-1411
954-486-7774

August 9, 2004 (date)

EXHIBIT "A"

Principal Address:

The Maplewood Isle Association, Inc.
c/o Phoenix Management
4730 N. St. Rd. 7 E 250
Fort Lauderdale, Florida 33319

Filed By:

Katzman & Korr, P.A.
1501 Northwest 49th Street
Suite 202
Fort Lauderdale, Florida 33309

Maplewood Isles
Exhibit "B"

484128030730	MARCH,DANIEL A & JUDITH A	1701 VESTAL DR
484128030740	KASLINER,NORMAN L	1703 VESTAL DR
484128030750	CALABRESE,RICHARD M & ANGELA P	1705 VESTAL DR
484128030760	YEATES,HERB & YEATES,MARIA	1707 VESTAL DR
484128030770	HIRSCH,RONALD L	1709 VESTAL DR
484128030780	JOHNSON,FRANK	10050 VESTAL PL
484128030790	SHARE,LAWRENCE D & PATTI R	10044 VESTAL DR
484128030800	GETTER,STEVEN J & GETTER,JODIE C	10038 VESTAL DR
484128030810	SHACHNER,MARK S & SHACHNER,ROBIN S	10032 VESTAL PL
484128030820	WEISBERG,HERBERT & GAYLE	10026 VESTAL PL
484128030830	AUERBACH,M RICHARD & LISA D	10020 VESTAL PL
484128030840	BAUM,LESLIE	10014 VESTAL PL
484128030850	NEWMAN,ROBERT L TR NEWMAN,JO ELLEN TR	10008 VESTAL PL
484128030860	KUHN,GAIL N	10002 VESTAL PL
484128030870	FLEISCHMANN,SILVIA 1/2 INT EA JIMISON,KENT	10001 VESTAL PL
484128030880	GELLER,JOSHUA & LORRAINE	10007 VESTAL PL
484128030890	SUNDAY,CURTIS P & ROSALYN K	10013 VESTAL PL
484128030900	WEISMAN,ELIOT & WEISMAN,MARIA	
484128030910	WEISMAN,ELIOT & WEISMAN,MARIA	10025 VESTAL PL
484128030920	CATALLO,LAWRENCE G & DEBORAH L	10031 VESTAL PL
484128030930	ZEIDNER,LLOYD N & PHYLLIS L	10037 VESTAL PL
484128030940	PORTH,MANUEL 1/2 INT PORTH,JACQUELINE	1711 VESTAL DR
484128030960	EPSTEIN,LYNN	1715 VESTAL DR
484128030970	HARKAVY,JEFFREY STORM & HARKAVY,JODI L	1717 VESTAL DR
484128030980	LUBACK,STEWART A 1/2 INT EA WILSON,ANN F	1719 VESTAL DR
484128030990	ARCHER,MICHAEL S & DEBRA A	1721 VESTAL DR
484128031000	ROSEN,JUDITH 1/2 INT ROSEN,JOEL	1723 VESTAL DR
484128031020	SMITH,MICHAEL S & ANNETTE L	10253 VESTAL MNR
484128031030	ROSENBLOOM,GERALD & CONNIE E	10255 VESTAL MNR
484128031040	SILVERN,LLOYD W & LYNN R	10257 VESTAL MNR
484128031050	SNYDER,STEVE E & SNYDER,JULIE M	10259 VESTAL MNR
484128031060	VINOGRAD,MIRI F & ARIE	10261 VESTAL MNR
484128031070	NORYCH,MARK D & NORYCH,STEPHANIE J	10263 VESTAL MNR
484128031080	STREIT,PHYLLIS 1/2 INT EA BARNEA,N BENJAMIN	10265 VESTAL MNR
484128031090	WERNER,BARRY M & SUSAN C	10267 VESTAL MNR
484128031100	HIMMEL,JOANNE C	10264 VESTAL MNR
484128031110	ROBINS,MARTIN A & MERYL J	10262 VESTAL MNR
484128031120	KACHEL,DEAN A & MARY J	10260 VESTAL MNR
484128031130	HILL,THOMAS C & HILL,YESENIA	10258 VESTAL MNR
484128031140	BERMAN,JULIAN L & ANNE M	10256 VESTAL MNR
484128031150	ZEWELDI,TEWELDE & BELAINESH T	10254 VESTAL MNR
484128031160	DESAUTELS,GUY & PEGGY	10252 VESTAL MNR
484128031170	WILFONG,TOM & PEGGY	1725 VESTAL DR
484128031180	FRIEDMAN,JEFFREY L & ROESE,SUSAN M	1727 VESTAL DR
484128031190	LAU,BONNIE Y	1729 VESTAL DR
484128031200	LEWIS-SOLAR,ROBERTA BONNIE TR	1731 VESTAL DR
484128031210	CAIN,DANIEL R 1/2 INT EA REEDER,LEANDRA M	10205 VESTAL CT
484128031220	DOWNING,TIMOTHY A & DOWNING,ANGELINE M	10209 VESTAL CT
484128031230	MERL,BRETT & MERL,LYDIA	10213 VESTAL CT
484128031240	MERL,BRETT & MERL,LYDIA	
484128031250	SILVER,DAVID R & FRANCES	1731 VESTAL WAY
484128031260	HETTINGER,CARSON & SANDRA L	1735 VESTAL WAY

Maplewood Isles
Exhibit "B"

484128031270	BRAWER,MARC H & BRAWER,SUSAN L	1739 VESTAL WAY
484128031280	STOERKEL,BRUCE & COLOMBIA	1743 VESTAL WAY
484128031290	WELLS,JAMES R & BRENDA S	1747 VESTAL WAY
484128031300	GIANGRECO,FRANK & GIANET	1749 VESTAL WAY
484128031310	GIARRUSSO,THOMAS J & EMMA E	10245 VESTAL CT
484128031320	FUCHS,LAURA M REV LIV TR LE FUCHS,S M & LAURA M T	10249 VESTAL CT
484128031330	GOLD,ROY E & JANET E	10253 VESTAL CT
484128031340	RUIZ,IVAN VILLEGAS & VILLEGAS,JULIETA OTALORA DE	10248 VESTAL CT
484128031350	MARTI,EDUARDO H & MARTA N	10244 VESTAL CT
484128031360	RIZZO,ALFRED J & S L LIV TR LE	10240 VESTAL CT
484128031370	POZZUOLI,JOSEPH E & POZZUOLI,ROSEMARIE M	1730 VESTAL WAY
484128031380	ARGOV,RAMI	1732 VESTAL WAY
484128031390	LEWIS,LARRY P & KAYNER-LEWIS,KATHY	1734 VESTAL WAY
484128031400	CAMPOS,JOHN FELIX & JOYCE M	10224 VESTAL CT
484128031410	MORMENEO,MONICA LINA	10220 VESTAL CT
484128031420	ANGELO,PAUL J II & ANGELO,BARRIE F	10216 VESTAL CT
484128031430	HOUSEN,RUSSELL & EVE	10212 VESTAL CT
484128031440	GARCIA,CRAIG & RANNO-GARCIA,DANIELLE	10208 VESTAL CT
484128031450	SCHWARTZ,MICHAEL J 1/2 INT SCHWARTZ,MELISSA V	10204 VESTAL CT
484128033400	LAQUER,THOMAS E & LINDA S	10170 VESTAL CT
484128033410	DOVE OF PEACE HOLDING DIETZ,DAVID TR	10160 VESTAL CT
484128033420	HAMUY,BENJAMIN & NAOMI	10150 VESTAL CT
484128033430	DELFINO,SALVATORE J & DELFINO,SUSAN	10140 VESTAL CT
484128033440	MEYEROWITZ,NEIL & MEYEROWITZ,ROBIN J	10130 VESTAL CT
484128033450	NUNES,ROBERT K & JACQUELINE J	10120 VESTAL CT
484128033460	WALROND,TREVOR & ROSLYN	10110 VESTAL CT
484128033470	GREEN,LINDA D	10111 VESTAL CT
484128033480	WASA,FREDRIC & LORI	10123 VESTAL CT
484128033490	ROSENBERG,HOWARD & DEBORAH S	10135 VESTAL CT
484128033500	WALLACH,PETER M & BARBARA S	10147 VESTAL CT
484128033510	PONNOCK,ANDREW A & MARIA ANN	10163 VESTAL CT
484128033530	SHAW,DANIEL & SHAW,ELLEN M	10175 VESTAL CT
484128033540	SHAPIRO,CLIFFORD J & NADINE	10187 VESTAL CT
484128033550	GRASSO,RANDY BETH	1724 VESTAL DR
484128033560	SPOLIANSKY,GABRIEL & YOLANDA	1722 VESTAL DR
484128033570	ROGOFF,ROBERT J FAM TR	1720 VESTAL DR
484128033580	GRAUER,ROBERT T & MARION B	1718 VESTAL DR
484128033590	HYMAN,AMY JUNE K 1/2 INT EA BREAULT,LEO E	1716 VESTAL DR
484128033600	SHAPIRO,JEFFREY	1714 VESTAL DR
484128033610	BOMSTEIN,STANLEY J & SONIA E	1712 VESTAL DR
484128033620	NEIMAND,PAMELA W	1710 VESTAL DR
484128033630	BENEFELD,BRUCE JAY & BONNIE	1708 VESTAL DR
484128033640	PROCOPIO,SUZETTE	1706 VESTAL DR
484128033650	CAMPANA,FRANK & GOLEBIEWSKI-CAMPANA,SELENA M	10055 VESTAL PL
484128033660	WILDER,JERRY STEPHEN & IRIS S	10069 VESTAL PL
484128033670	BATTISTA,DANIEL W & BATTISTA,DENISE C	10075 VESTAL PL
484128033680	GOLD,DEBBY A REV LIV TR GOLD,GARY E TRSTEE	10092 VESTAL PL
484128033690	SAHAGIAN,JAMES G	10086 VESTAL PL
484128033700	WEISS,GERALD M & ARLENE T	10080 VESTAL PL
484128033710	ROTH,ALEC & MARLENE GRAY	10074 VESTAL PL
484128033720	KLEINER,HARVEY S & ELLEN	10068 VESTAL PL
484128033730	IACUONE,JOSEPH & KATHY	1706 VESTAL PL

Maplewood Isles
Exhibit "B"

484128033740	TEPPS,JEROME L	1704 VESTAL DR
484128033750	GALICIAN,KENNETH M & JUDITH B	1702 VESTAL DR

EXHIBIT "C"
LEGAL DESCRIPTION

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

74-231155

DECLARATION OF RESTRICTIONS
FOR
MAPLE WOOD

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

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

W I T N E S S E T H:

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation presently having its principal place of business in Coral Springs, Florida, is 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:

1. "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.

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, its successors or assigns of any or all of its rights under this 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 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.

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, its successors or assigns shall have the right to designate other persons or entities to likewise 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 utilize one lot for a sales office or models so long as said persons or entities own any lot in the SUBDIVISION.

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

BLOCK	LOTS	MINIMUM SQ. FT.	MINIMUM SETBACK REQUIREMENTS FRONT	REAR	SIDE	USE
A	1-26	1500	25	15	*	Single Family
B	1-15	1500	25	15	*	Single Family
C	1-13	1500	25	15	*	Single Family
D	1-20	1500	25	15	*	Single Family
E	1-75	2000	50	15	10	Single Family
F	1-24	1500	25	15	*	Single Family
G	1-24	1500	25	15	*	Single Family
H	1-13	1500	25	15	*	Single Family
H	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
N	6-14	1500	25	15	*	Single Family
P	1-13	1500	25	15	*	Single Family
P	14-26	1500	25	15	*	Single Family
Q	1-8	1500	25	15	*	Single Family
Q	9-15	1500	25	15	*	Single Family
R	1-36	2000	30	15	*	Single Family
S	1-18	1500	25	15	10	Single Family
T	1-32	1500	25	15	*	Single Family
T	33-42	1500	25	15	*	Single Family
U	1-11	1500	25	15	*	Single Family
U	12-22	1500	25	15	*	Single Family
V	1	1500	25	15	*	Single Family
W	1-4	1500	25	15	*	Single Family
X	1-11	1500	25	15	*	Single Family
X	12-20	2000	25	15	*	Single Family
Y	1-17	2250	35	15	*	Single Family
Z	1-20	2250	30	15	10	Two Family
AA	1-7	2000	30	15	10	Single Family
BB	1	1500	25	15	10	Single Family
BB	2-8	1500	25	15	*	Two Family
BB	9-16	1500	25	15	10	Single Family
CC	1-6	2000	25	15	*	Single Family
CC	7-22	1500	25	15	*	Single Family
CC	23-25	1500	25	15	*	Two Family
CC	26-28	1500	25	15	10	Single Family
DD	1-9	1500	25	15	*	Single Family
DD	10-12	1500	25	15	*	Single Family
DD	13-15	1500	25	15	10	Single Family
EE	1-15	1500	25	15	*	Single Family
FF	1-8	2000	25	15	10	Single Family
					10	Two Family

10.M

*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.

**Those 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 to 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 3-1/2:12 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 structure 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 area 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 decisions 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, provide a temporary construction facility. Any facility being construction, and its size, appearance, and temporary location on the property must be approved by SUBDIVIDER in writing. Any rights 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 housings, must be underground or placed in suitable 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 landscaped 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 by 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 signs be first approved in writing by SUBDIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Such 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 in the SUBDIVISION, when necessary or desirable as determined by the ASSOCIATION THEN 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 their installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, street sweeper, janitors, parks and small sidewalks in 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, street sweeper, janitors, parks and sidewalks, and said cost shall be apportioned among the lots in the SUBDIVISION in proportion to the 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 billing 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, street sweeper, janitors, parks and sidewalks in perpetuity. Each OWNER shall furnish all sewer connections 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, 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 sum total 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 to the business of public health and sanitation, the described land is hereby subject to an annual assessment commencing with the year 1978. 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 9900 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 judgment of the ASSOCIATION require and shall be apportioned in proportion to their respective area, but in no event shall such annual assessment 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 of 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, CAMPERS 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 present 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 dwelling or 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 in any manner limiting or preventing any lot and the improvements thereon from being subjected to a plan of condominium ownership, and particularly the construction 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 recorded plat of the SUBDIVISION, each being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for overhanging eaves upon the lots and adjacent poles, as shown on the recorded plat of the 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, telecommunication 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 to the aforesaid SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause to be recorded from time to time written 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 main tained 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 waive 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 to 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 rearrangement 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 performance 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 the Declaration of Restrictions in its name by its undersigned authorized officers and affixes its corporate seal hereto, this 18th day of November 1974, at Fort Myers, Florida.

FLORIDA NATIONAL PROPERTIES, INC.
A Florida Corporation

BY: _____
J. P. Taravella, President

ATTEST: _____
R. L. Hofmann, Secretary

CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th day of November 1974 by J. P. TARAVELLA, President of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Notary Public
My Commission Expires:
Feb. 14, 1975

R3560

OR 5999 PAGE 272

MAPLE WOOD

CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP 48 S, RGE 41 E
BROWARD COUNTY, FLORIDA

PLAT BOOK ____ PAGE ____
SHEET ____ OF ____ SHEETS

LOCATION MAP

DESCRIPTION CONTINUED

DEDICATION

LEGEND

ACKNOWLEDGMENT

CITY COMMISSION

NOTES

CORAL SPRINGS IMPROVEMENT DISTRICT

COUNTY COMPTROLLER

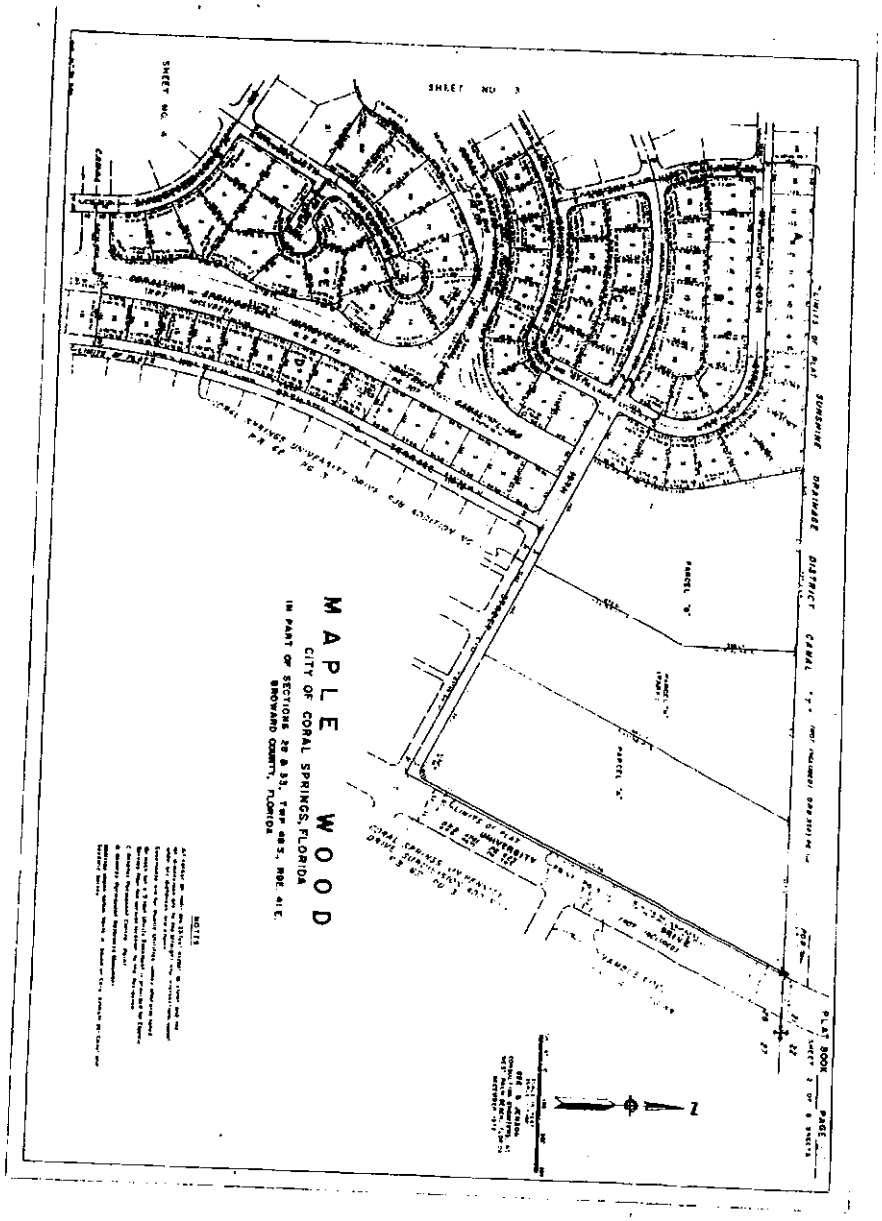
ACKNOWLEDGMENT

MORTGAGE HOLDER SIGNATURE

BROWARD COUNTY AREA PLANNING BOARD

ENGINEER'S SIGNATURE

SURVEYOR'S CERTIFICATE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SHEET NO. 4
SUNSHINE DRAINAGE DISTRICT
CANAL
PARCEL "A"
PARCEL "B"
PARCEL "C"
MAPLE WOOD
CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP 48 S, RGE 41 E.
BROWARD COUNTY, FLORIDA
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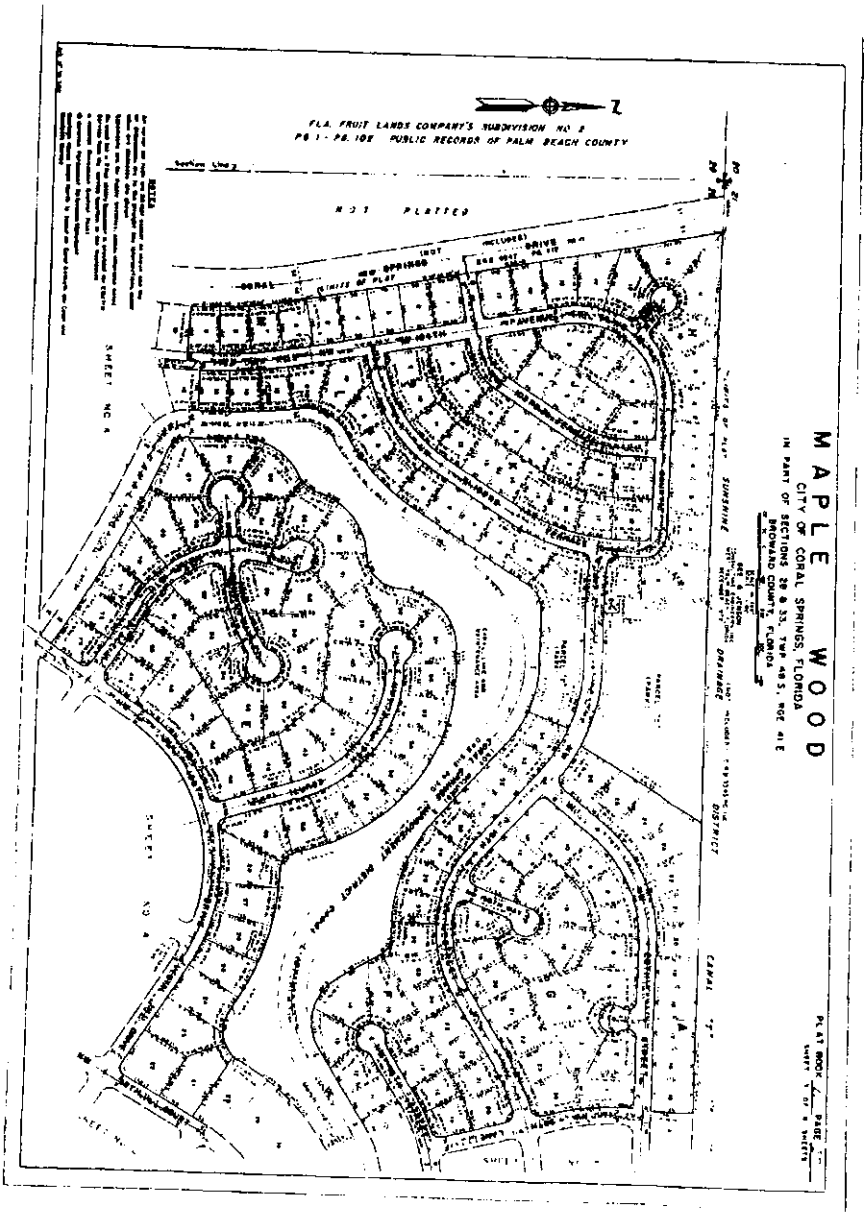
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IN PART OF SECTIONS 28 & 33, TWP 48 S., RGE 41 E
BROWARD COUNTY, FLORIDA
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SHEET NO. 3
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CANAL
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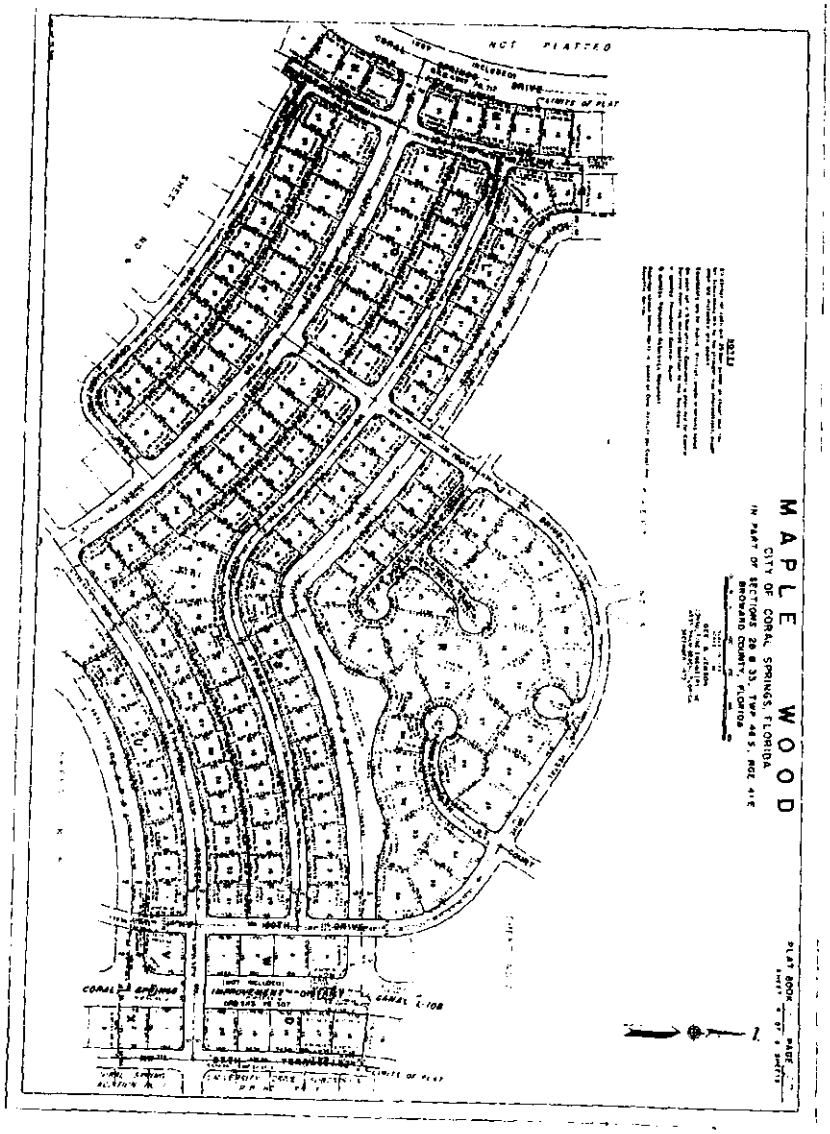
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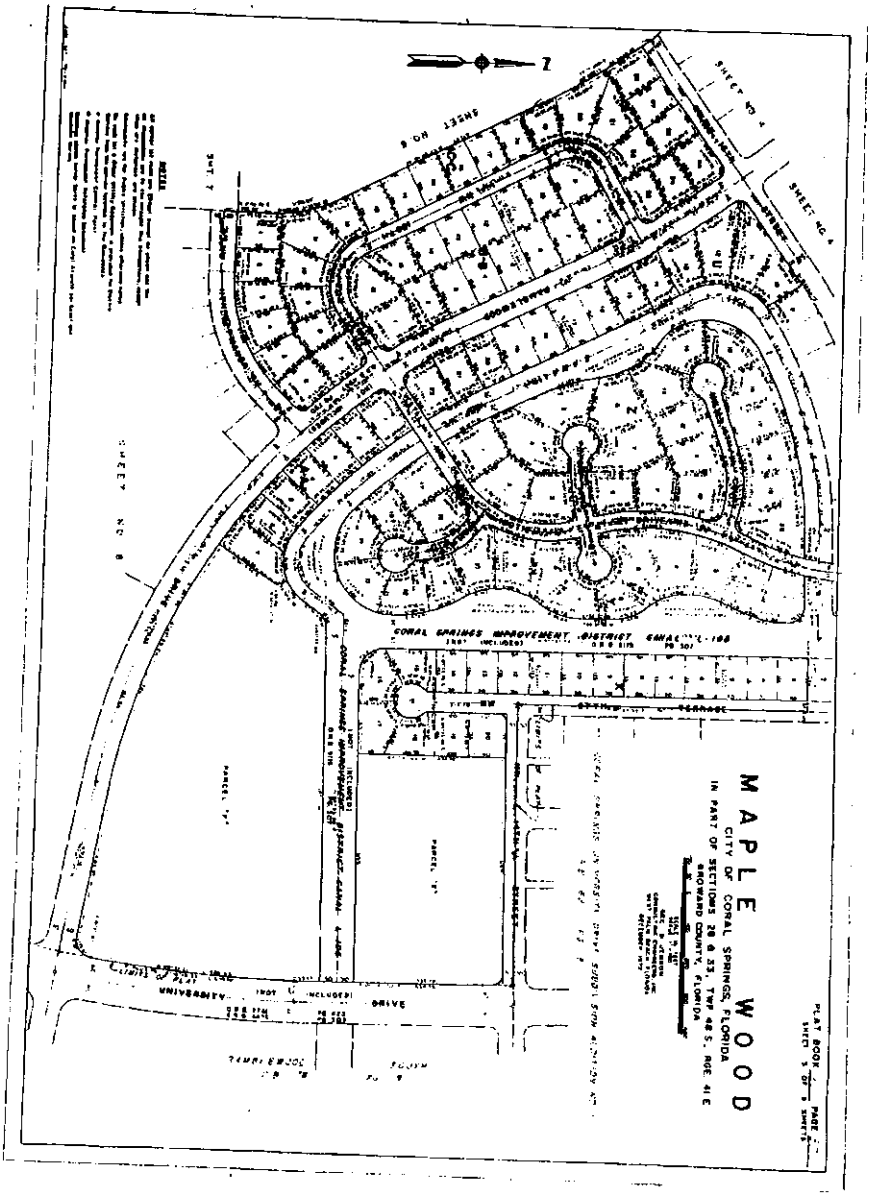
CORAL L-108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CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP 48 S., RGE 41 E
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PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"
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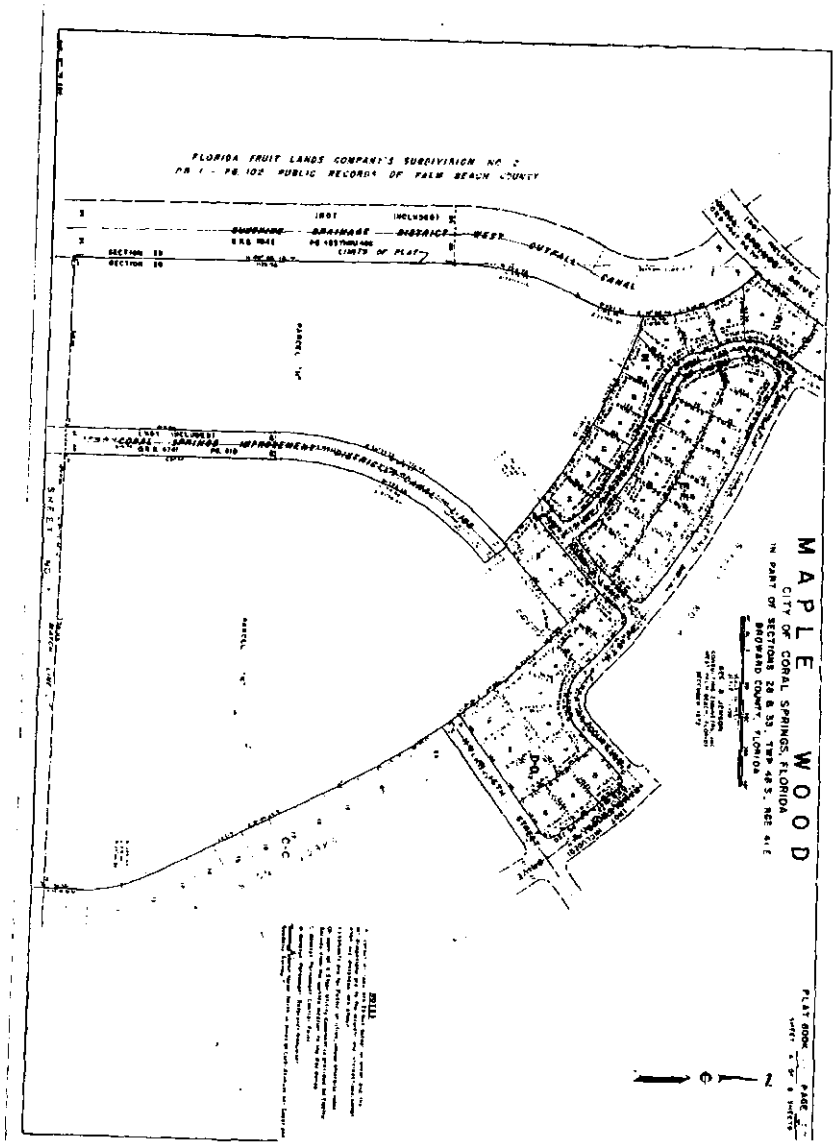
MAPLE WOOD
CITY OF CORAL SPRINGS, FLORIDA
IN PART OF SECTIONS 28 & 33, TWP. 48 S., RGE. 41 E
BROWARD COUNTY, FLORIDA
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PB 1 - PG 102 PUBLIC RECORDS OF PALM BEACH COUNTY
WEST OUTFALL CANAL
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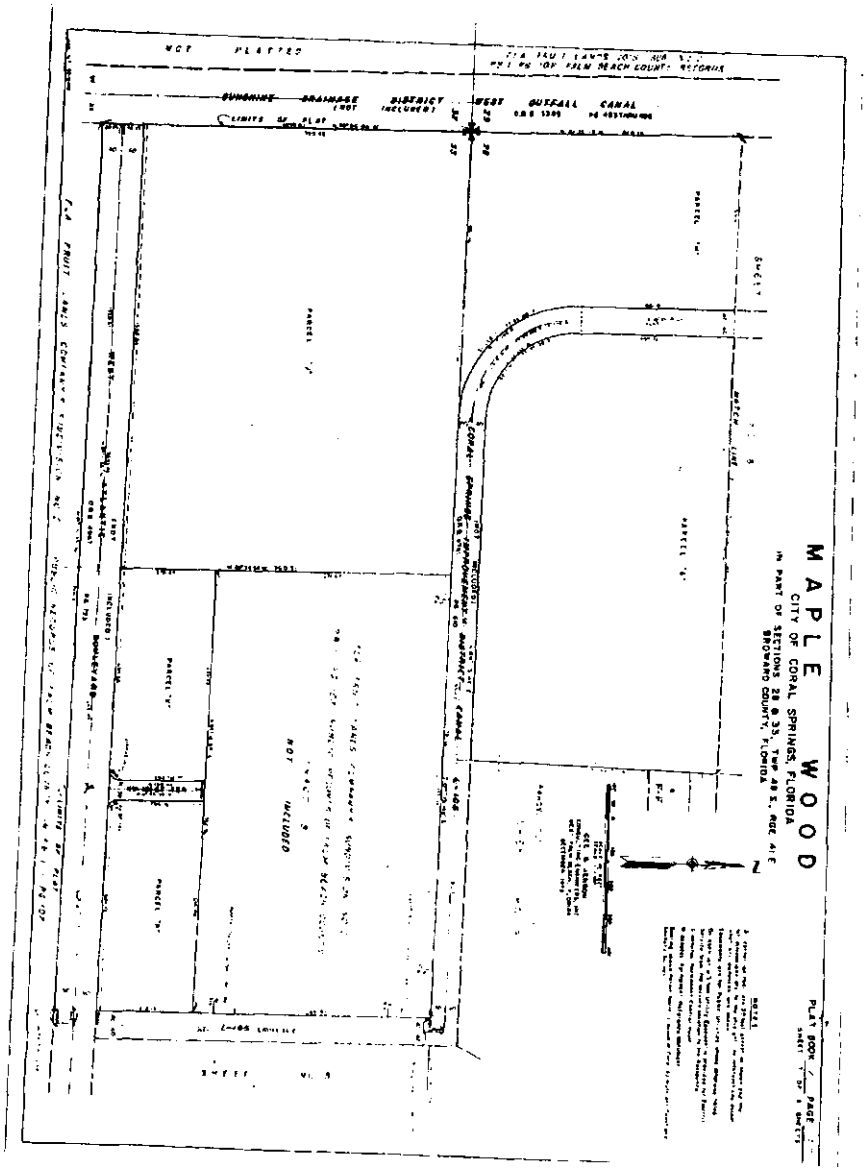
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IN PART OF SECTIONS 28 & 33, TWP 48 S., RGE 41 E
BROWARD COUNTY, FLORIDA
NOT PLATTED
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PARCEL "B"
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NOT INCLUDED
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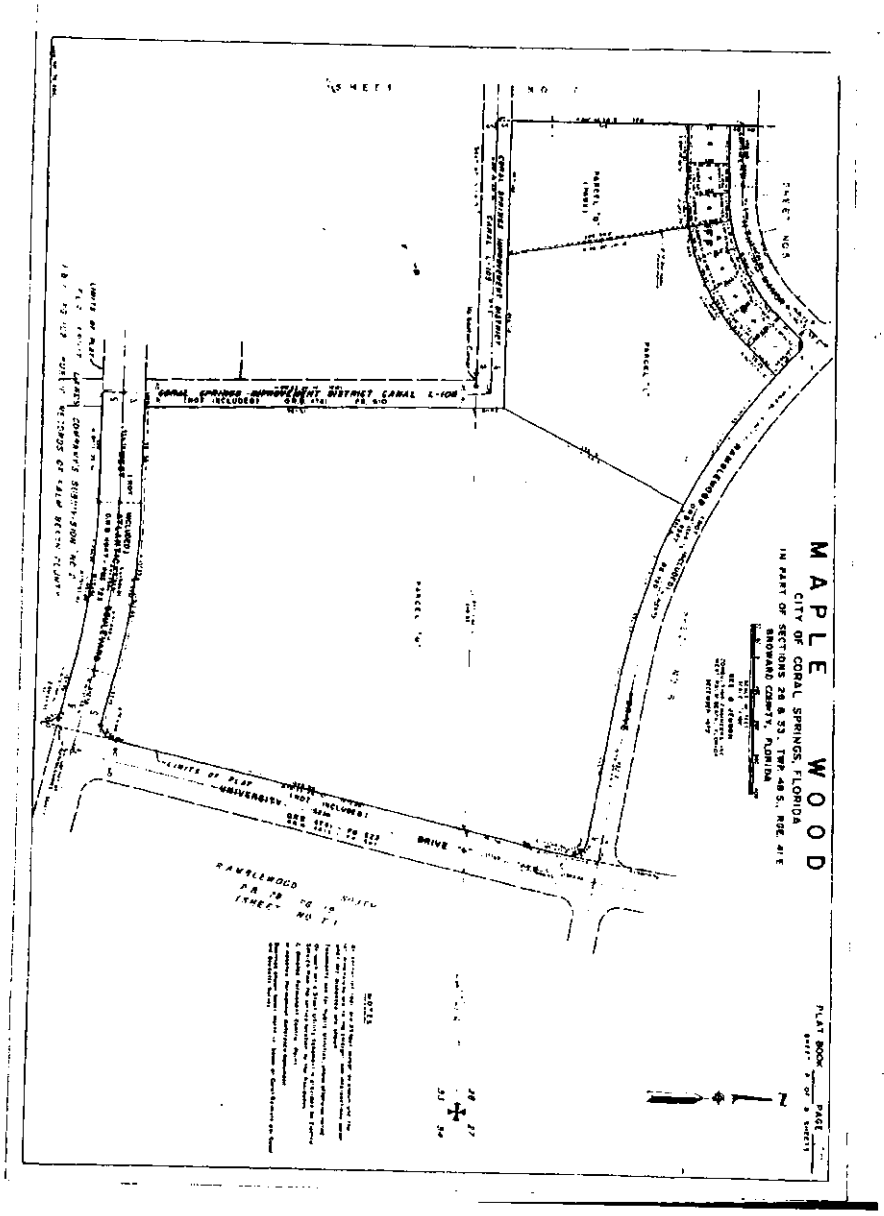
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LIMITS OF PLAT
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RAMBLEWOOD
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NOTES
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70-329075

AMENDMENT TO DECLARATION OF RESTRICTIONS FOR A PORTION OF MAPLE WOOD

THIS AMENDMENT to Declaration of Restrictions made this 8th 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 5009, 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 aforedescribed 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:

		MINIMUM	MINIMUM SETBACK REQUIREMENTS			
BLOCK	LOTS	SQ. FT.	FRONT	REAR	SIDE	USE
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.

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 light weight 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

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.

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, the reupon 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.

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.

29. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceedure 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 8th day of December, 1978, at Coral Springs, Broward County, Florida.

FLORIDA NATIONAL PROPERTIES, INC.

ATTEST:

W. BUNTEMEYER, Secretary

By: 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 8th day of December, 1978.

Notary Public
My Commission Expires:

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

BY-LAWS
OF
THE MAPLE WOOD ISLE ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. All terms except ASSOCIATION which are defined in the Amendment to Declaration of Restrictions for a Portion of MAPLE WOOD shall be used herein with the same meanings as defined in said Amendment.

Section 2. ASSOCIATION as used herein, shall mean Homeowners' Association.

Section 3. Amendment to Declaration of Restrictions for a Portion of MAPLE WOOD shall be referred to herein as MAPLE WOOD ISLE RESTRICTIONS.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

Section 1. The principal office of the ASSOCIATION shall be located at: 2300 University Drive, Coral Springs, Florida 33065 or at such other place as may be established by resolution by the Board of Directors of the ASSOCIATION.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

Section 1. Every person or entity who is an OWNER of a lot, including the SUBDIVIDER, at all times as long as it owns any property subject to the Maple Wood Isle Restrictions, shall be a MEMBER of the ASSOCIATION, provided that any such person or entity who holds such interest only as a 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.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the MAPLE WOOD ISLE RESTRICTIONS, and shall result in the suspension of voting privileges during any period of such nonpayment.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that SUBDIVIDER, to the exclusion of other MEMBERS and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by SUBDIVIDER. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V
ELECTION OF DIRECTORS:
NOMINATING COMMITTEE: ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. 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 Articles of Incorporation. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) 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 each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4. 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. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to MEMBERS.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall:
(a) describe the vacancies to be filled;
(b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
(c) contain a space for write-in vote by the MEMBERS for each vacancy.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least twenty-one (21) days in advance of the date set forth thereon for a return (which shall be a date not later than seven (7) days before the annual meeting or special meeting called for elections).

Section 6. Each MEMBER shall receive as many ballots as he has votes. Notwithstanding that a MEMBER may be entitled to several votes, he shall exercise on any one ballot only one (1) vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "BALLOT" but not marked in any other way. Each such "BALLOT" envelope shall contain only one (1) ballot, and the MEMBERS shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one (1) ballot in any one "BALLOT" envelope shall disqualify the return. Such "BALLOT" envelope, or envelopes (if the MEMBER or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the MEMBER or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the ASSOCIATION'S offices, or at such other address as designated upon each ballot.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked container until the day set for the annual or other special meeting at which the elections are to be held. On that day the external envelopes containing the "BALLOT" envelopes shall be turned over, unopened, to an Election Committee which shall consist of the members of the Nominating Committee. The Election Committee shall then adopt a procedure which shall:
(a) establish that the number of envelopes marked "BALLOT" corresponds to the number of votes allowed to the MEMBER or his proxy identified on the outside envelope containing them;
(b) that the signature of the MEMBER or his proxy on the outside envelope is genuine; and
(c) if the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XI, Section 2, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any MEMBER or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "BALLOT" envelopes and the counting of the votes. If any "BALLOT" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the MEMBERS present, the ballots and the outside envelopes shall be destroyed.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the MEMBERS whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2;

(b) To appoint and remove at pleasure all officers, agents and employees of the ASSOCIATION, except those appointed by SUBDIVIDER, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any MEMBER, Officer or Director of the ASSOCIATION in any capacity whatsoever;

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article VI, Section 2;

(d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the MEMBERS and their guests thereon;

(e) To exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to the ASSOCIATION, except those reserved to the MEMBERS in the MAPLE WOOD ISLE RESTRICTIONS;

(f) In the event that any member of the Board of Directors of this ASSOCIATION shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. 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 is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article X, Section 2;

(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 in the MAPLE WOOD ISLE RESTRICTIONS;

(1) To fix the amount of the assessment against each LOT for each assessment period at least thirty (30) days in advance of such date or period and, at the same time,

(2) To prepare a roster of MAPLE WOOD ISLE and the assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any MEMBER, and, at the same time,

(3) To send written notice of each assessment to every OWNER subject thereto.

(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. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VII

DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on the second Monday of each month at 7:30 o'clock P.M. provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the ASSOCIATION or by any two Directors after not less than three (3) days' notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE VIII
OFFICERS

Section 1. The Officers shall be a President, a Vice President, a Secretary and a Treasurer. The President and the Vice President shall be members of the Board of Directors.

Section 2. The Officers shall be chosen by majority vote of the Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the ASSOCIATION. He shall record in a book kept for that purpose the names of all MEMBERS of the ASSOCIATION together with their addresses as registered by such MEMBERS (see Article X, Section 3).

Section 7. 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, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the ASSOCIATION, provided that such checks and notes shall also be signed by the President or the Vice President. The Treasurer shall keep proper books of account and cause an annual audit of the ASSOCIATION books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE IX
COMMITTEES

Section 1. The Standing Committees of the ASSOCIATION shall be:
(a) The Recreation Committee;
(b) The Maintenance Committee;
(c) The Architectural Control Committee;
(d) The Publicity Committee;
(e) The Finance and Audit Committee.

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more members and shall include a member of the Board of Directors for board contact. The committee shall be appointed by the Board of Directors as soon as possible after the annual meeting to serve until the close of the next annual meeting. The Board of Directors may appoint such other committees as it deems desirable, from time to time.

Section 2. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the ASSOCIATION and shall perform such other functions as the Board, in its discretion, determines.

Section 3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of MAPLE WOOD ISLE and facilities of the ASSOCIATION, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in Article II, Paragraph 3 of the Maple Wood Isle Restrictions. FLORIDA NATIONAL PROPERTIES, INC. shall appoint the members of this committee as long as it shall own any lot in MAPLE WOOD ISLE. It shall watch for any proposals, programs or activites which may adversely affect the residential value of MAPLE WOOD ISLE and shall advise the Board of Directors regarding ASSOCIATION action on such matters.

Section 6. The Publicity Committee shall inform the MEMBERS of all activities and functions of the ASSOCIATION and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the ASSOCIATION.

Section 7. The Finance and Audit Committee shall supervise the annual audit of the ASSOCIATION'S books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the Committee.

Section 8. With the exception of the Nominations Committee and the Architectural Control Committee, (but then only as to those functions that are governed by the MAPLE WOOD ISLE RESTRICTIONS), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. 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. The regular annual meeting of the MEMBERS shall be held on the second Tuesday of the month of January in each year, at the hour of 7:30 o'clock PM. If the day for the annual meeting of the MEMBERS shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the MEMBERS for any purpose may be called at any time by any two or more members of the Board of Directors, or upon written request of the MEMBERS who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the MEMBERS by the Secretary. Notice may be given to the MEMBER either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each MEMBER shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be delivered or mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article V, or any action governed by the Articles of Incorporation or by the MAPLE WOOD ISLE RESTRICTIONS, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of MEMBERS entitled to cast, or of proxies entitled to be cast, one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the MAPLE WOOD ISLE RESTRICTIONS, shall require a quorum as therein provided.

ARTICLE XI

PROXIES

Section 1. At all corporate meetings of MEMBERS, each MEMBER may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the MEMBER of his lot or interest therein in MAPLE WOOD ISLE.

ARTICLE XII
BOOKS AND PAPERS

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

ARTICLE XIII
CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words:

THE MAPLE WOOD ISLE ASSOCIATION, INC.

ARTICLE XIV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the MEMBERS, by a vote of a majority of a quorum of MEMBERS present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the ASSOCIATION may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the MAPLE WOOD ISLE RESTRICTIONS may not be amended except as provided in such RESTRICTIONS.

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 MAPLE WOOD ISLE RESTRICTIONS, and these By-Laws, the RESTRICTIONS shall control; and in the event of any conflict between the Articles of Incorporation and the MAPLE WOOD ISLE RESTRICTIONS, the RESTRICTIONS shall control.

ARTICLE XV
GENDER

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

IN WITNESS WHEREOF, we, being all of the Directors of THE MAPLE WOOD ISLE ASSOCIATION, INC., have hereunto set our hands this 25th day of July, 1978.

J.P. TARANELLA

R.L. HOFMANN

W. BUNTEMEYER

R. McKINLEY

A.N. MALANOS

THIS INSTRUMENT WAS PREPARED BY:
ARTHUR W. SCHLENKERT, ESQ.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
R. R. KAUFF
COUNTY ADMINISTRATOR

84-144923

DECLARATION
OF
RESTRICTIVE COVENANTS
FOR LOTS 33 AND 34 IN BLOCK E OF MAPLE WOOD

WHEREAS, Florida National Properties, Inc., a Florida corporation (hereinafter referred to as "Declarant FNP") and, Harvey S. Kleinman and Bonnie M. Kleinman, his wife (hereinafter referred to as "Declarants Kleinman") (Declarant FNP and Declarants Kleinman are hereinafter collectively referred to as "the Declarants") are the owners of those certain lots of land situate, lying and being in the City of Coral Springs, Broward County, Florida, sometimes hereinafter referred to as the "land", which are more particularly described hereinbelow, to wit:

Lots 33 and 34 in Block E of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, Page 37, of the public records of Broward County, Florida;

and

WHEREAS, the Declarants intend to subject the land to certain restrictive covenants and limitations as hereinafter described, in order to insure the most beneficial development of the land and in order to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment thereof or the value or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarants Kleinman have acquired fee simple title to Lot 34 in Block E of MAPLE WOOD which lot has a single family detached dwelling house erected thereon; and

WHEREAS, Declarant FNP is simultaneously with the execution hereof conveying Lot 33 in Block E of MAPLE WOOD to Declarants Kleinman, and Declarants Kleinman shall construct a tennis court thereon; and

WHEREAS, it is the intent of Declarants that the tennis court to be constructed on Lot 33 in Block E of MAPLE WOOD become an appurtenance to the dwelling house on Lot 34 in Block E of MAPLE WOOD:

NOW THEREFORE, the Declarants hereby declare that the following restrictive covenants are hereby imposed on the land as follows:

ARTICLE I

Special Protective Restrictions

A. For a period of five (5) years from the date of recording of this instrument the land shall not be conveyed other than as one continuous parcel and Declarants Kleinman, their heirs, personal representatives, successors or assigns, shall not (for said five (5) year period) alienate or devise a portion or portions of the land, but shall hold or alienate the same only as one continuous parcel.

B. In the event that, subsequent to five (5) years from the date of recording of this instrument, the land is to be conveyed as separate lots, Lot 33 in Block E of MAPLE WOOD shall not be

conveyed to anyone other than the fee simple title holder of Lot 32 in Block 8 of MAPLE WOOD for the purpose of supporting a tennis court thereon.

C. In the event that, subsequent to five (5) years from the date of recording of this instrument, Lot 33 in Block 8 of MAPLE WOOD is conveyed or to be conveyed to other than the fee simple title holder of Lot 32 or Lot 34 in Block 8 of MAPLE WOOD, then, in that event, the tennis court on Lot 33 in Block 8 of MAPLE WOOD shall be removed, and the lot returned to its natural state or a single family detached dwelling house constructed thereon.

D. The tennis court shall not be illuminated during the hours of 10:00 P.M. to 8:00 A.M. each day, nor shall play occur during these hours.

E. These restrictions and covenants shall run with and bind the land covered hereby and shall inure to the benefit of and be enforceable by Declarant FNP or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns.

ARTICLE II

Enforceability

A. Each and all of the restrictions shall be enforceable by injunction or such other form of action available to the parties aggrieved, including Declarant FNP, their successors or assigns. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other of the restrictions which shall all remain in full force and effect.

B. In the event of litigation to enforce any or all of these restrictions Declarant FNP shall be entitled to recovery of all court costs and reasonable attorneys' fees, including those costs and fees incurred by virtue of appellate proceedings.

C. Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give Declarant FNP, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant FNP shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

D. In the event Declarant FNP does or contracts to do any abatement or removal more particularly described in the preceding paragraph hereof, then Declarant FNP shall have a lien against the lot for which such abatement or removal is performed, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Declarant FNP's lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida of a claim of lien. Such lien shall bear interest at the highest rate permitted by law from the date of recording until paid. Except for interest, such claim of lien shall include only unpaid abatement and removal charges due and payable to Declarant FNP, or its successors or assigns, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorney's fees and costs. All such liens shall be subordinate to the lien of a first mortgage held by any Institutional Lender (any national or state bank, insurance company, VA or FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association having a first mortgage lien upon a lot) recorded

prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title, this shall operate to release a subordinate claim of lien. A suit to recover a money judgment for unpaid charges may be maintained at the option of the lien holder without waiving the lien securing the same.

IN WITNESS WHEREOF, the declarants have caused these presents, to be duly executed all as of this 24th day of April, 1984.

FLORIDA NATIONAL PROPERTIES, INC.

(Corporate Seal)

By: W. Buntemeyer, President

ATTEST:

A. N. Malanos, Secretary

Signed, sealed and delivered in the presence of:

Harvey S. Kleinman L.S.

Bonnie M. Kleinman L.S.

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of April, 1984 by W. BUNTEMEYER, President and A. N. MALANOS, Secretary, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:
June 6, 1986

Notary Public

(Notary Seal)

STATE OF FLORIDA)
: ss
COUNTY OF BRONARD)

The foregoing instrument was acknowledged before me this 24th day of April, 1984 by HARVEY S. KLEINMAN and BONNIE M. KLEINMAN, his wife.

My Commission Expires:
June 6, 1986

Notary Public

(Notary Seal)

44167

REC 11655 PG 266

81-291007

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, MANNE PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant", is the owner of those certain lots of land situate, lying and being in the City of Coral Springs, Broward County, Florida, sometimes hereinafter referred to as the "land", which are more particularly described hereinbelow, to wit:

> Lots 63 and 64 in Block E of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, at page 37, of the public records of Broward County, Florida;

and

WHEREAS, Declarant intends to sell the land subject to certain restrictive covenants and limitations as hereinafter described, in order to insure the most beneficial development of the land and in order to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarant has or will construct a single family detached dwelling house on Lot 63 in Block E of MAPLE WOOD and a tennis court on Lot 64 in Block E of MAPLE WOOD; and

WHEREAS, it is the intent of Declarant that the tennis court on Lot 64 in Block E of MAPLE WOOD become an appurtenance to the dwelling house on Lot 63 in Block E of MAPLE WOOD;

NOW THEREFORE, Declarant hereby declares that the following restrictive covenants are hereby imposed on the land as follows:

ARTICLE I

Special Protective Restrictions

A. For a period of five (5) years from the date of recording of this instrument the land shall not be conveyed other than as one continuous parcel and once Declarant has conveyed the land, the grantees thereof, their heirs, personal representatives, successors or assigns, shall not (for said five (5) year period) alienate or devise a portion or portions of the land, but shall hold or alienate the same only as one continuous parcel.

B. In the event that, subsequent to five (5) years from the date of recording of this instrument, the land is to be conveyed as separate lots, Lot 64 in Block E of MAPLE WOOD shall not be conveyed to anyone other than the fee simple title holder of Lot 65 in Block E of MAPLE WOOD for the purpose of supporting a tennis court thereon.

C. In the event that, subsequent to five (5) years from the date of recording of this instrument, Lot 64 in Block E of MAPLE WOOD is conveyed or to be conveyed to other than the fee simple title holder of Lot 63 or Lot 65 in Block E of MAPLE WOOD, then, in that event, the tennis court on Lot 64 in Block E of MAPLE WOOD shall be removed, and the lot returned to its natural state or a single family detached dwelling house constructed thereon.

10/25

D. These restrictions and covenants shall run with and bind the land covered hereby and shall inure to the benefit of and be enforceable by the Declarant, Florida National Properties, Inc., a Florida corporation (hereinafter "FNP"), or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns.

ARTICLE II

Enforceability

A. Each and all of the restrictions shall be enforceable by injunction or such other form of action available to the parties aggrieved, to the Declarant, or to FNP, their successors or assigns. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other of the restrictions which shall all remain in full force and effect.

B. In the event of litigation to enforce any or all of these restrictions the Declarant, and/or FNP, shall be entitled to recovery of court costs and reasonable attorneys' fees, including those costs and fees incurred by virtue of appellate proceedings.

C. Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Declarant and/or FNP, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant or FNP shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

D. In the event the Declarant and/or FNP does or contracts to do any abatement or removal more particularly described in the preceding paragraph hereof, then Declarant and/or FNP shall have a lien against the lot for which such abatement or removal is performed, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Declarant and/or FNP's lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien. Such liens shall bear interest at the rate of fifteen (15%) percent per annum from the date of recording until paid. Except for interest, such claims of lien shall include only unpaid abatement and removal charges due and payable to the Declarant and/or FNP, or their successors or assigns, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including reasonable attorney's fees and costs. All such liens shall be subordinate to the lien of a first mortgage held by any Institutional Lender (any bank, insurance company, VA or FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association having a first mortgage lien upon a lot) recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title, this shall operate to release a subordinate claim of lien. A suit to recover a money judgment for unpaid charges may be maintained at the option of the lien holder without waiving the lien securing the same.

IN WITNESS WHEREOF, MANNE PROPERTIES, INC., has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, all as of this 19 day of October, A.D., 1981

MANNE PROPERTIES, INC.

(Corporate Seal)

By: Lee Manne
President

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of October, 1981, by Lee Manne, President of MANNE PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Mary P. Connell
Notary Public

(Notary Seal)

Gregory S. Sollitto

RETURN TO: FLORIDA NATIONAL PROPERTIES, INC.
8300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

RECORDED AND RECEIVED FOR RECORD
FLOYD T. JOHNSON
Broward County, Florida

This Instrument Prepared By/
Record and Return to:
Michael R. Flam, Esquire
Florida National Properties, Inc.
3300 University Drive
Coral Springs, Florida 33065

91044181

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LOTS 18 AND 19 IN BLOCK E OF MAPLE WOOD

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS ("Declaration") made this 21st day of January, 1991, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation ("FNP");

W I T N E S S E T H:

WHEREAS, Paul R. Garcia and Carol M. Garcia, his wife ("Garcia"), are the record owners of the following real property situate, lying and being in the City of Coral Springs, Broward County, Florida:

> Lots 18 and 19, in Block E, of MAPLE WOOD, according to the Plat thereof, as recorded in Plat Book 80, at Page 37, of the Public Records of Broward County, Florida

(collectively, the "Lots"); and

WHEREAS, the Garcia's single family residence is located on the hereinabove described Lot 19 ("Lot 19") and the Garcia's desire to construct a tennis court on the hereinabove described Lot 18 ("Lot 18") as an appurtenant use to Lot 19; and

WHEREAS, FNP has reserved for itself and has also granted to Ocean Mile Association, Inc., a Florida corporation ("OMA"), certain powers and duties of operation, administration, enforcement and plan approval, as more fully described in the Declaration of Restrictions for Maple Wood, recorded in Official Records Book 5999, at Pages 269 through 272, inclusive, and the Amendment to Declaration of Restrictions for a Portion of Maple Wood, recorded in Official Records Book 7927, at Pages 737 through 758, inclusive, both of the Public Records of Broward County, Florida (collectively, the "Restrictions"); and

WHEREAS, those certain hereinabove described powers and duties under the Restrictions include the right of either FNP or OMA (without the requirement of the other entity's joinder and consent) to regulate the use of the real property described thereunder and the construction thereon; and

WHEREAS, FNP, on behalf of itself and OMA, is agreeable to Garcia constructing a tennis court on Lot 18, subject to the terms, provisions, restrictions, reservations, covenants and conditions hereinafter stated;

NOW, THEREFORE, FNP, on behalf of itself and OMA, hereby declares that (in addition to the Restrictions), the Lots shall be held, transferred, sold, conveyed and occupied subject to the

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71548

17.00
25.00

terms, provisions, restrictions, reservations, covenants and conditions hereinafter set forth.

ARTICLE I

General Restrictions

1. RESTRICTIONS REGULATING TRANSFER OF LOT 18.

A. FNP, on behalf of itself and OMA, shall permit a tennis court on Lot 18 so long as title to all of Lot 18 is simultaneously held by either the then existing titleholder to Lot 19 or by the then existing titleholder to Lot 17 ("Lot 17") in Block E of the foregoing described MAPLE WOOD Plat.

B. In the event title to Lot 18 should be conveyed separate and apart from Lot 19 to a bona fide purchaser other than the then existing titleholder to Lot 17 (to be used as an appurtenant use to said Lot 17), then:

(i) the tennis court shall be removed from Lot 18 within thirty (30) calendar days from the date of conveyance of whichever of Lots 18 and 19 is first transferred or conveyed; and

(ii) either (a) a single family detached dwelling unit shall be constructed on Lot 18 in accordance with the terms, provisions and conditions of the Restrictions, and completed to the satisfaction of either FNP or OMA (whose approval shall not be unreasonably withheld) within twelve (12) months after commencing said construction, or (b) landscaping material shall be installed on Lot 18 in the location where the tennis court was removed. All of the landscaping material on Lot 18 will be properly maintained in good and living condition (as that term is hereinafter defined). "Good and living condition" for the landscaping material shall mean the proper irrigation, fertilization, grooming and trimming thereof, and the replacement of dead, diseased and/or missing landscaping material with the material of the same species, height, width and quality as the remaining landscaping material on Lot 18. Landscaping plans and specifications for Lot 18 shall be submitted to and approved by either FNP or OMA prior to the installation of landscaping material. Any dispute as to the type, design or composition of the landscaping material shall be determined by either FNP or OMA, whose decision shall be final.

2. RESTRICTIONS REGULATING TENNIS COURT ON LOT 18. No tennis court shall be constructed on Lot 18 unless and until the plans, specifications, and location on said Lot are first approved in writing by either FNP or OMA (whose approval shall not be unreasonably withheld).

A. An approved court shall be constructed within the building setback area as set forth in Article II, GENERAL RESTRICTIONS, Paragraph 2, SETBACK LINES AND SIZE OF BUILDING, of the aforesaid described Amendment.

B. Adequate and appropriate landscaping shall be required for an approved tennis court. The decision of what constitutes adequate and appropriate landscaping shall be made by either FNP or OMA, whose decision shall be final.

C. The tennis court shall not be illuminated during the hours of 10:00 p.m. through 8:00 a.m. each day, nor shall play occur during these hours. The maximum height of

lighting fixtures which are used to illuminate an approved tennis court shall be eighteen (18') feet above ground level.

ARTICLE II

General Provisions

1. NOTICE TO FNP/OMA. Any notice to FNP or OMA, shall be in writing and delivered or mailed to FNP or OMA at its respective principal place of business as shown by the records of the Florida Department of State, or at any other location designated by FNP or OMA.

2. ENFORCEMENT. FNP or OMA shall have the same rights and powers of enforcement, including recovering costs and attorneys' fees (at both the trial and appellate levels), with regard to this Declaration, as FNP or OMA has under the Restrictions.

3. CAPTIONS. The captions of the various paragraphs of this Declaration have been inserted for the purpose of convenience. Such captions shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions herein.

4. DECLARATION RUNS WITH THE LAND. The terms, provisions, conditions, reservations, covenants and restrictions of this Declaration shall run with the Lots and be binding upon Garcia and their successors, assigns and grantees.

5. AMENDMENT OF DECLARATION. FNP may, in its sole discretion, modify, amend, waive, add to, or terminate this Declaration, or any part thereof.

6. ASSIGNMENT OF DECLARATION. FNP reserves unto itself, the absolute and unqualified right, power and authority, to delegate or assign its rights, powers, duties, privileges and authority created or provided for by this Declaration. Any assignment shall be by a written instrument executed by FNP and the assignee, and recorded in the Public Records of Broward County, Florida.

7. SEVERABILITY. Invalidation of any provision under this Declaration, in whole or in part, by a court of competent jurisdiction, shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, FNP does hereby execute this Declaration in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 31st day of January, 1991.

FLORIDA NATIONAL PROPERTIES, INC.

By: _____
W. Buntemeyer, President

Attest: _____
A. N. Malanos, Secretary

(Corporate Seal)

APPROVED
MRF

JOINED BY AND CONSENTED TO:

_____
Paul R. Garcia

_____
Carol M. Garcia

MRF:BJK:011091

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31st day of January, 1991, by W. BUNTEMEYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

[Notary Seal]

STATE OF FLORIDA)
: ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21st day of January, 1991, by PAUL R. GARCIA and CAROL N. GARCIA, his wife.

Notary Public

My Commission Expires:

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES Nov. 13, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

BURL F. GEORGE NOTARY PUBLIC STATE OF FLORIDA

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

MRP:BJK:011091

Maplewood Isle Association, Inc.

Common Rules and Regulations
As of May 2016

Please note that these Rule and Regulations are subject to revision
by the Board of Directors of Maplewood Isle in its effort to maintain the safety and cleanliness of, for the preservation of good order in, aesthetic enhancement thereof and the efficient operation of Maplewood Isle.. Updated information will be sent to individual homeowners. Changes may also be posted on the website at www.maplewoodisle.com

It is the responsibility of any Realtor, wishing to gain access to Maplewood Isle, to inform the prospective homeowners of the Rules and Regulations herein contained. Additionally, the Realtor must present the prospective homeowner with the name, address, and telephone number of the Management Company of Maplewood Isle Association, Inc. from which the prospective homeowner may obtain a copy of the By-Laws.

A copy of the Rules and Regulations and the By-Laws may be obtained from the Management Company. The Management Company's name, address, and telephone number is clearly posted at the front and back guard Gates.

Architectural Control Standards:

According to the By-Laws of the Homeowners Association, the Architectural Review Committeemust approve any and all changes contemplated for the exterior of a homeowner's residence prior to commencing with said changes. These changes include but are not limited to:

1. Changes in roofing, roofing materials, externally visible roofing materials such as stacks, flashings, metal chimney caps, and vents;
2. Changes in or addition of exterior materials such as stucco, stone brick, and wood;
3. Changes in elevation or additions or extension to the home;
4. Changes or addition of windows, window screens, and louvers;
5. Changes to exterior trim, doors, screened porches, patios, driveways, mailboxes, pool screens, and walkways;
6. Changes or additions of exterior lighting;
7. Changes or addition of walls, fences, mailboxes, and gates;
8. Changes to current exterior paint colors, stains, or exterior trim colors;
9. Changes or addition of garage doors;
10. Changes or additions to trees and shrubs.
11. Changes or additions to any exterior ornamental, statuary, artwork or general decorative objects regardless of size.

Prior to commencing work or installation, the homeowner is obligated to seek approval from the Architectural Review Committee by completing appropriate form found at the front gate; submitting samples and/or professional drawings or photos of intended changes; and awaiting approval from the Board.

The Board will not unreasonably withhold approval but will not automatically grant approval to construction completed or in the process of being completed that was not approved by the Board prior to commencement of construction or installation. The Board has 30 days from completed submission by the homeowner including the form and samples to approve or deny the request. The Board can legally force the homeowner to reverse the unapproved changes and have the homeowner pay for any expenses that are necessary to make that change. The board will not consider any applications for homeowners that are in arrears with the Maplewood Isle Homeowners Association.

The City of Coral Springs requires all paint colors to be approved by the City and a City permit obtained before submitting to the Architectural Review Committee. The Architectural Review Committee reserves the right to request of the homeowner that actual samples of the paint be applied to the home for review. Furthermore, approval by the City does not constitute automatic approval by the Architectural Review Committee.

Construction:

Any new construction or major remodelingin Maplewood Isle requires adherence to the Maplewood Isle Architectural Control Standards – Basic Design and Planning Criteria - that may be found in the By-Laws of Maplewood Isle Association, Inc. The name, address, and telephone number of the Management Company may be found at either the front or back guard gates for further clarification on construction issues.

It is incumbent upon the homeowner to make sure that the following construction rules are enforced while construction is taking place.

1. No dogs or pets are allowed on any construction site.

2. No loud playing of radios, music, or electronic devices.

3. Contractors or sub-contractors while on the construction site may not consume any alcoholic beverages or engage in any illicit or illegal behavior.

4. Contractors or sub-contractors must enter and leave through the back guard gate .

5. No vehicles or heavy-duty equipment may be parked overnight on any construction site or common area without permission from the Board of the Maplewood Isle Homeowner's Association.

6. Speed limits and traffic rules on all streets must be adhered to. Repeated failure to adhere to this will result in denial of re-entry.

7. All construction maintenance and repairs shall be limited to between the hours of 8:00 am to 6:00 pm Monday through Friday and between 9:00 am and 1:00 pm on Saturday. There will be no work allowed or persons permitted by contractors on any construction site at any other times. There will be no work on any national holidays including but not limited to: Christmas Day, New Year's Day, Labor Day, Thanksgiving Day, Independence Day, and Memorial Day except for emergency repairs.

8. There must be proper trash containers and construction toilets upon each construction site. Anyone using other areasas toilets will be asked to leave immediately and not permitted access to Maplewood Isle again.

9. All contractors and sub-contractors are only allowed access to the assigned site. Workers are not allowed to trespassor otherwise infringe on the rights of other residents, park, or leave trash on any other property or upon any common areas. All construction sites must be kept neat and orderly at the end of each workday.

10. Violation of any of the above rules will result in the suspension and/or revocation of any contractor's privilege to work in Maplewood Isle.

11. New or major construction will require a bond of $5,000.00 payable to Maplewood Isle Homeowners Association that will be valid until all work is completed.

Decals:

All vehicles registered to current homeowners or children of current homeowners of Maplewood Isle must have a Board approved decal affixed to the driver's side windshield. Vehicle registration forms may be obtained from the front guardhouse. Once completed, a Maplewood Isle decal will be issued.

Vehicles without approved decals will be stopped; asked to produce appropriate identification; and necessitate contact with homeowner before gaining access to Maplewood Isle.

Maintenance companies, housekeeping personnel, or non-residential family members may gain access to Maplewood Isle on a routine basis, if the homeowner places the individual or company name on the access log maintained by the security guards. Homeowners assume full responsibility for these individuals or companies while on their respective premises.

Emergency Procedures:

The Board has the right to grant immediate relief, regarding construction or maintenance, to a homeowner when emergency repairs are necessitated by acts of nature.

Fencing:

Perimeter fencing is not allowed. Fencing of pool or fencing for safety is allowed with the Architectural Review Committee's approval. Fencing must be start at least 1/3 back from front of home; be three feet off the surveyed property line; be no higher than 5 feet tall; be clear of any easements; be fully landscaped; and be constructed of approved materials. The Architectural Review Committee's approval must be obtained. Wood fences are not allowed.

Guests:

If a homeowner leaves written instructions at the guardhouse regarding who is to be allowed or not to be allowed entrance to Maplewood Isle, those written instructions cannot be overruled by anyone except the person or spouse who wrote the original instructions. Children do not have the authority to verbally modify the original instructions. The homeowner assumes full responsibility for the actions of their guests while on Maplewood Isle premises.

Hedges:

All hedges must be kept trimmed and neat. Hedge height may not exceed 12feet without the approval of all homeowners of the adjacent properties and the Board of the Maplewood Isle Homeowners Association.

Hurricanes:

It is incumbent upon each homeowner to safely secure their homes when given warning of an impending hurricane. When a hurricane warning is issued by the Broward County Emergency Management Authority, all security personnel will secure the front and back guard gates appropriately; board the windows of theguardhouses; give the access keys to a specified Board member; shut off electricity to the guard houses and gates; and leave the front guard gates in an open position. Security personnel will not return until such time as an "all clear" is issued in BrowardCounty.During this period, homeowners will be responsible for the safety of their individualproperty.

Additionally, those homeowners who have generators will be allowed to run their generators daily from 6:00 am until 12:00 am. At midnight, all generatorsmust be turned off unless a homeowner has a medical condition that requires power generation.

During a storm, all roads and cul-de-sacs in Maplewood Isle must be free and clear of any vehicles, machinery, boats, or obstacles. Clear and complete access must be maintained for emergency vehicles at all times. After Broward County issues the "all clear", all vehicles, machinery, boats, or obstacles must remain in the homeowner's driveway until such time as all debris is removed from the roads, cul-de-sacs, and common areas.

After the "all clear" is issued, the Board will make every attempt to quickly and efficiently remove obstacles from the roads, cul-de-sacs, and common areas of Maplewood Isles. The Board requests that each homeowner safely, and in accordance with approved standards by FEMA, pile debris curbside. Homeowners may not pile debris curbside that impedes the flow of traffic or emergency access. Homeowners may not pile debris on another homeowner's property unless mutually agreed upon by each party. The Board does not share in any individual homeowner's agreement or responsibility regarding collection and removal of debris.

In the event that the city, state, or federal debris removal is not approved, then it will be the responsibility of each homeowner to have debris removed expeditiously or within 15 days of the "all clear" issued by Broward County. Those not removing their debris in the approved time period will be subject to removal of the debris by the Board and charged accordingly. Additionally, in the event of destruction of a homeowner's street-side trees these trees must be replaced with like trees. The Board will notify homeowner's of replacement time period.

The Board will make every effort to keep homeowner's apprised of anynotices, events, or changes. If possible, update notices will be posted at each guard gate daily. The Board reserves the right to temporarily modify access and work rules within Maplewood Isle in the event of a natural disaster.

Landscaping :

All landscaping must meet minimal guidelines set forth in the By-Laws of Maplewood Isle. The Board must approve any changes to visible landscaping and/or street side landscaping. Proposed drawings of any changes must be presented to the Committee including: type, size, and any other materials intended for use including but not limited to sculptures, birdbaths, and fountains.

No street side trees, trees that line the main streets of Maplewood Isle, may be removed or trimmed without consent of the Landscaping Committee. This includes the Mahogany, Oak, or Black Olive trees that line the streets of Maplewood Isle forming the canopy. A certified arborist must do any removal or trimming of street-side trees. The Management Company or the Landscaping Committee has a list of certified arborists available. If a street side tree must be removed, the homeowner is required to replace tree with like tree in both size and species.

Lawn maintenance companies are the responsibility of the homeowner. The homeowner is responsible to make sure that the maintenance company removes all lawn debris blown into the street; into the catch basins (gutters); or into the sewers. Lawns must be kept free of weeds and debris with grass trimmed at regular intervals weather permitting. It is strongly suggested that homeowners only use vendors that are licensed, bonded and insured.

Maintenance hours are permitted from 8:00 am until 6:00 pm Monday through Friday and from 9:00 am to 1:00 pm on Saturdays. No routine maintenance is allowed on Sundays or federal holidays. All maintenance companies must enter through the back guard gate and are not permitted to park on the curved portions of the cul-de-sacs blocking access to driveways, streets, or egresses.

Mailboxes

Per the By-Laws of Maplewood Isles, all mailboxes must meet minimum construction standards in size and architectural motif. The Architectural Review Committee must approve any changes to mailboxes.

Free access to mailboxes must be allowed at all times. No trucks, vans, or cars may block access to mailboxes.

Movers:

Moving companies are allowed access to Maplewood Isles during the hours of 8:00 am through 6:00 pm Monday through Friday and on Saturday from 9:00 am to 1:00 pm. All trucks must enter and leave Maplewood Isle through the back gate. Any damage incurred by the moving trucks or vans to the streets, tree canopy, or other property of Maplewood Isle will be the responsibility of the homeowner.

If the moving company is unable to accommodate the above times, the Management Company must be contacted in advance so that special consideration can be obtained. Fees may apply.

The moving trucks or vans may not block access to driveways, cul-de-sacs, streets, or other common egresses. While parked, moving trucks or vans may not idle their engines for any prolonged period of time.

Parking:

All streets and public areas in Maplewood Isle are owned by MWI Assoc. and are subject to these rules.

Maplewood Isle residents are not allowed to park their cars on the street for any prolonged period of time. All cars belonging to the homeowner or children of the homeowner are to be parked in the resident's driveway. No commercial vehicles may be parked on the premises except to provide goods or services to residents.

If a resident is having a large number of guests at their home, cars **must be parked on alternative sides of the street** so that emergency vehicles can navigate freely. Any car found blocking access to a street, driveway, or egress will be towed immediately with the cost to be borne by the car owner. It is the responsibility of the homeowner to ensure free and clear access to streets, driveways, or egresses during a function at their residence.

Homeowners are responsible for Vendors, Sub-Contractors following the rules and regulations concerning parking. All vendors and sub-contractors are required to park in front of the home where work is being performed. If that is impossible they must use the homeowner's driveway. In order to prevent damage and provide access to the cul-de-sac, no parking in a cul-de-sac is permitted. Instead they must find the nearest straight area leaving enough space for school buses, garbage trucks, emergency vehicles, etc. to get through without difficulty. (If under special circumstances, a vendor or sub-contractor needs to park in the cul-de-sac, the driver of that vehicle must be immediately available to move the vehicle). Vendors or Sub-contractors may not park in front of a neighbor's property or block any driveway or mailbox. They may not park on both sides of the street. If vehicle is parked on one side they need to park on the same side to allow clearance for other traffic. No overnight parking is permitted nor may any construction vehicles or equipment be left on any property overnight.

Parties or Other Functions:

Homeowners wishing to have a function at their residence with at least 20 adult guests in attendance must present the front security guard with an alphabetical listing including first and last name of attendees. This list must be presented to the security guard at least two hours in advance of guest's arrival. Parking must be supervised to ensure that alternative parking rules are enforced.

If any homeowner is having a function at their residence where it is expected that at least 15 unaccompanied teenagers ranging in age between 12 to 18 years of age will be in attendance, it will be required for that homeowner to arrange for private security to ensure the safety of those children in attendance and the neighborhood at large. No one will be granted access into Maplewood Isle for a party thrown by a teenager without a list posted at the front guardhouse and which the homeowner has signed agreeing to accept responsibility for the actions of those on the list.

Pets:

The actions of all pets are the responsibility of the individual homeowners. Dogs must be leashed at all times while outside the home. The dog owners are responsible to pick up their dog's solid waste and dispose of the waste at their

residence. Failure to do so will result in a warning for the first notice and a fine of $100.00 for additional offenses.

Electronic dog fencing is not permitted without the approval of the Architectural Review Committee. No electronic perimeter fencing is allowed. All fencing guidelines are applicable including fencing for dog runs.

If a dog or other pet is left unattended or is found roaming the neighborhood, animal control will be notified immediately. This is done to insure the safety of the residents, children, and other pets on Maplewood Isle. If any pet creates a nuisance or is an annoyance, due to incessant barking, howling, or other actions, the homeowner will be notified immediately. If the homeowner fails to take immediate action, animal control will be notified and a complaint will be filed.

Maplewood Isle does not allow any animals to be kept that are considered or classified as livestock or exotic.

Recreation:

Outdoor recreation is permitted from 9:00 am until 10:00 pm Monday through Sunday.

Motorized go-carts, mopeds, or other motorized recreational vehicles are not permitted in Maplewood Isle.

Signs and ornaments:

All signage listing or advertising Realty Companies, Service Vendors, or others is not permitted in Maplewood Isle.

Law permits campaign signs, for local, state or national elections to be displayed in Maplewood Isle. Maplewood Isle requires that the signs are no larger than 12 inches by 12 inches.

Solicitations, Sales:

There is no solicitation or door-to-door sales allowed in Maplewood Isle with the exception of school age children, of Maplewood Isle residents, who wish to sell school approved sale items such as candy bars, wrapping paper, or cookies.

Garage sales are not permitted in Maplewood Isles.

Open-gate estate auctions are not permitted in Maplewood Isle. Private-by-invitation auctions are permitted as long as a list of attendees is provided to security personnel. This event will be considered a "Party/Other Function" and all attendee, security, and parking provisions will apply as outlined above.

Any vendor who wishes to advertise in Maplewood Isle may do so through the Maplewood Isle Web Site or by means of individually addressed advertising.

The Maplewood Isle Resident Directory may not be given or addresses and other pertinent information disclosed to solicitors.

Speed Limits:

All speed limits are to be observed as posted in Maplewood Isle.

Trash:

Trash items, garden clippings, trash bags, trash or recycling cans may not be left by the curb in anticipation of trash pick-up day. All trash items may be brought to the street on the morning of the scheduled trash pick-up. All trash items must be bagged or placed in appropriate containers.

All trash and/or recycling cans must be removed from the curb following trash pick-up. Any trash items, garden clippings, trash bags, trash or recycling cans left by the curb for more than 24 hours prior to scheduled trash pick-up or after scheduled trash pick-up will be subject to removal by private hauler. If a private hauler is hired by consent of the Boardto pick-up items remaining by the curb, the homeowner will be billed for its removal.

Trash cans must be placed in an area not able to be seen from the street.

Vehicles:

Vehicles belonging to the Residents/Homeowners of Maplewood Isle must display approved decal. Decals are available at the Front Security Gate.

All vehicles, remaining on the Isle for more than 24 hours, must be parked in the Resident's driveway and may not block any Resident's mailbox, driveway, or access way including cul-de-sacs.

Wild Animals:

Maplewood Isle is not responsible for wild animals such as raccoons, opossums, or others that inhabit a resident's private home or yard. However, if these animals are located or nesting in a public or common grounds area of the Isle and their presence poses a safety or health hazard for the Residents of Maplewood Isle, then the Board of Directors will direct removal of such animals.

FWB
FRANK • WEINBERG • BLACK

October 18, 2017

Jane Brock
Brock Property Mgmt.
12444 W. Atlantic Blvd.
Coral Springs, FL. 33071

RE: The Maple Wood Isle Association, Inc.
Our File: 14144.000

Dear Jane:

Enclosed please find a copy of the original recorded Certificate of Amendment to the Declaration of The Maple Wood Isle Association, Inc. with respect to the issuance of late fees. This document was E-Recorded October 4, 2017 under Instrument Number 114640997 of the Public Records of Broward County, Florida. Be advised I have retained the original document in my permanent file.

Please be advised that the Association should provide a copy of this Amendment to each unit owner for their information and advise the unit owners to place the Amendment with their Condominium Association documents.

I await your response if you have any questions.

Sincerely,

FRANK, WEINBERG & BLACK, P.L.

Steven A. Weinberg,
for the Firm
SAW/km

Enc.

Jane Brock ltr.10-2017. Recorded Amendment - Late Fees

7805 S.W. 6th Court • Plantation, FL 33324
Phone: 954-474-8000 • Fax: 954-474-9850 • www.fwblaw.net
Boca Raton • Daytona Beach • Plantation

CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF
THE MAPLE WOOD ISLE ASSOCIATION, INC.

THIS AMENDMENT to the BYLAWS OF THE MAPLE WOOD ISLE ASSOCIATION, INC. is made this 25 day of September 2017, by the corporation, not-for-profit.

RECITALS:

WHEREAS, the Bylaws (the "Bylaws") for The Maple Wood Isle Association, Inc. (the "Association") is recorded in Official Records Book 7927 at Page 745, of the Public Records of Broward County, Florida; and

WHEREAS, pursuant to the provisions of Article XIV of the Declaration of Covenants, Restrictions and Easements, entitled Amendments, an amendment to the Declaration was made, approved and ratified by not less than a majority of votes of members at a quorum meeting of the members on April 25, 2017; and

NOW, THEREFORE, the Bylaws, specifically Article XVI, is added as follows:

If any assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to an administrative late fee not to exceed the greater of twenty-five dollars ($25.00) or five percent (5%) of the amount of each installment that is paid after the due date.

NOW, THEREFORE, we the undersigned being the duly authorized officers of THE MAPLE WOOD ISLE ASSOCIATION, INC. do hereby subscribe and execute this Certificate of Amendment to the Bylaws.

THE MAPLE WOOD ISLE ASSOCIATION, INC.

Attest:

By: Barbara Wallach
BARBARA WALLACH, Secretary

By: _____
KEN JIMISON, President

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of Sept, 2017, by Kent Jimison, as President, and Barbara Wallach, as Secretary, respectively of THE MAPLE WOOD ISLE ASSOCIATION, INC., who are personally known to me or who have produced Florida Drivers Licenses as identification.

NOTARY PUBLIC, State of Florida

Printed Name: June M Brock

My Commission Expires: 4/4/19

JANE M. BROCK
NOTARY PUBLIC
Comm. # FF 182334
My Comm. Expires Apr 4, 2019
STATE OF FLORIDA

JANE M. BROCK
NOTARY PUBLIC
Comm. # FF 182334
My Comm. Expires Apr 4, 2019
STATE OF FLORIDA

FWB
FRANK • WEINBERG • BLACK

March 8, 2018

Jane Brock
Brock Property Mgmt.
12444 W. Atlantic Blvd.
Coral Springs, FL. 33071

RE: The Maple Wood Isle Association, Inc.
Our File: 14144.000

Dear Jane:

Enclosed please find a copy of the original recorded Certificate of Amendment to the ByLaws of The Maple Wood Isle Association, Inc. with respect to the Board's authority to alter Association property and obtaining bids for construction projects. This document was E-Recorded March 8, 20187 under Instrument Number 114935362 of the Public Records of Broward County, Florida. Be advised I have retained the original document in my permanent file.

Please be advised that the Association should provide a copy of this Amendment to each unit owner for their information and advise the unit owners to place the Amendment with their Condominium Association documents.

I await your response if you have any questions.

Sincerely,

FRANK, WEINBERG & BLACK, P.L.

Steven A. Weinberg,
for the Firm
SAW/km

Enc.

14144.000 Jane Brock ltr.3-2018. Recorded Amendment

7805 S.W. 6th Court • Plantation, FL 33324
Phone: 954·474·8000 • Fax: 954·474·9850 • www.fwblaw.net
Boca Raton • Daytona Beach • Plantation

For recorders office use

DOCUMENT COVER PAGE

Document Title:	Certificate of Amendment to the Bylaws of The Maple Wood Isle Association, Inc.
Executed By:	The Maple Wood Isle Association, Inc.
To:	N/A
Legal:	N/A
Our File:	14144.000

Document Prepared By:

Steven A. Weinberg, Esq.
Frank, Weinberg & Black, P.L.
7805 SW 6 Court
Plantation, Florida 33324

CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF
THE MAPLE WOOD ISLE ASSOCIATION, INC.

THIS AMENDMENT to the BYLAWS OF THE MAPLE WOOD ISLE ASSOCIATION, INC. is made this 4th day of March, 2018, by the corporation, not-for-profit.

RECITALS:

WHEREAS, the By-Laws (the "By-Laws") for The Maple Wood Isle Association, Inc. (the "Association") is recorded in Official Records Book 7927 at Page 745, of the Public Records of Broward County, Florida; and

WHEREAS, pursuant to the provisions of Article XIV of the By-Laws, entitled Amendments, an amendment to the By-Laws was made, approved and ratified by not less than a majority of votes of members at a quorum meeting of the members on March 4, 2018; and

NOW, THEREFORE, the Bylaws, specifically Article VI, is added as follows:

Additions are underlined
Deletions are ~~stricken~~

The By-Laws of The Maplewood Isle Association, Inc. are amended to add Article VI, Section 1 (g) as follows:

> **The Association, by action of its Board, may make alterations and improvements to the Association Property having a cost not in excess of TWENTY-FIVE THOUSAND ($25,000) dollars in a single expenditure for any alterations and improvements to the Association Property, with an annual cap on such expenditures of FIFTY THOUSAND ($50,000) dollars in any calendar year. Such amounts shall be indexed annually to inflation (starting with year 2018 as a base) by using the Consumer Price Index as published by the Bureau of Labor Statistics, or its successors as identified by the Board of Directors. All other alterations and improvements must first be approved by at least a majority of the members present in person or proxy at a duly called meeting of the Members held in accordance with the Bylaws.**

The By-Laws of The Maplewood Isle Association, Inc. are amended to add Article VI, Section 1 (h) as follows:

> **If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association in the aggregate that exceeds FIVE THOUSAND ($5,000) dollars, the Association shall use its commercially reasonable efforts to obtain no less than three (3) competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this section. Nothing contained herein is intended to limit the ability of an Association to obtain needed products and services in an emergency, as reasonably determined by the Board of Directors.**

NOW, THEREFORE, we the undersigned being the duly authorized officers of THE MAPLE WOOD ISLE ASSOCIATION, INC. do hereby subscribe and execute this Certificate of Amendment to the Bylaws.

THE MAPLE WOOD ISLE ASSOCIATION, INC.

Witness

By: KENT JIMISON, President

Witness

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 4 day of March, 2018, by Kent Jimison, as President of The Maple Wood Isle Association, Inc., who is personally known to me or who have produced Florida Drivers Licenses as identification.

NOTARY PUBLIC, State of Florida

Printed Name: Steven A. Weinberg

My Commission Expires:

STEVEN A. WEINBERG
MY COMMISSION # FF 954773
EXPIRES: April 5, 2020
Bonded Thru Notary Public Underwriters