

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.

Decais:

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 atternative 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 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 called to pick-up items remaining by the curb, the Resident will be billed for its removal.

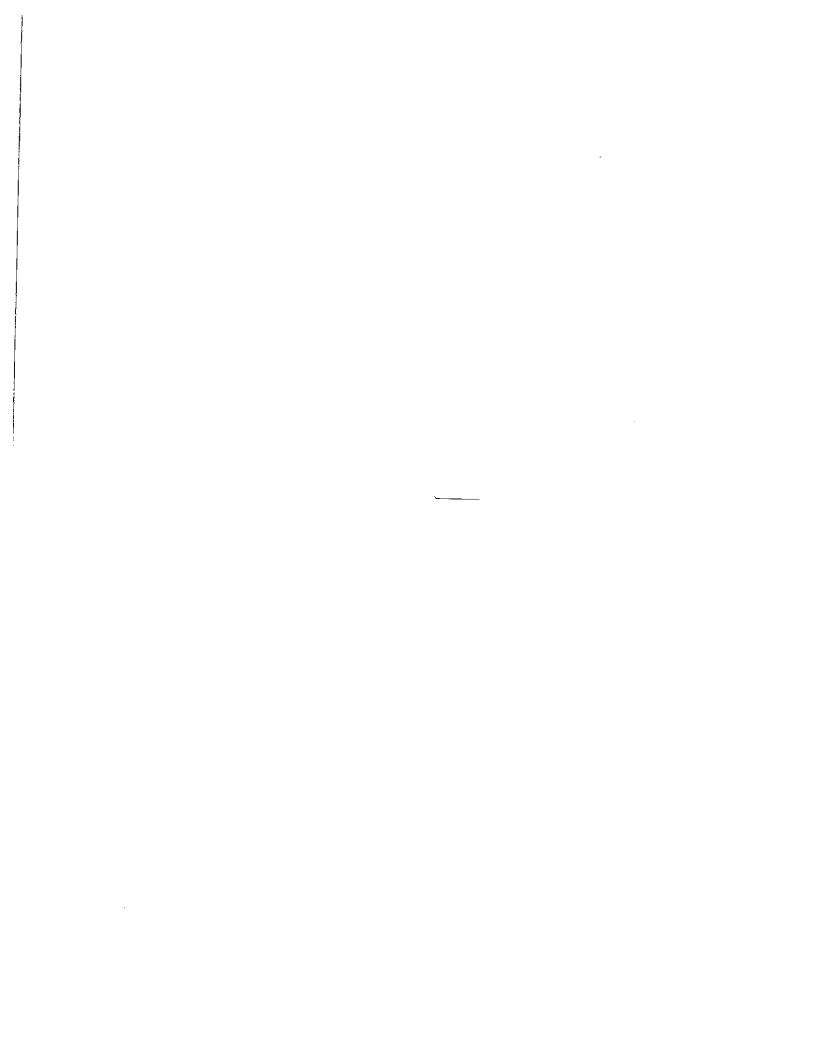
Vehicles:

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-desacs.

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 properly 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

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 olsewhere 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 east 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 SUBDIVIDUER 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:

2. R.L. Holmann 8. W. Buntemeyer

3300 University Drive, Coral Springs, Florida 39085 3300 University Drive, Coral Springs, Florida 33065 3300 University Drive, Coral Springs, Florida 33065 3300 University Drive, Coral Springs, Florida 33065 3300 University Drive, Coral Springs, Florida 33065

4. R. McKinley 5. A.N. Malanos

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 Treasurer: R. McKinley

Vice President R.L. Hofmann W. Buntemeyer Secretary:

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 repeated 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 3. W. Buntemeyer 3300 University Drive, Coral Springs, Florida 33065 3300 University Drive, Coral Springs, Florida 33066

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 huildings or structures shall be permitted except the SUBDIVIDER may, upon written request of the OWNER, permit a temporary construction facility on the lot diving 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 str-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 not be permitted only after prior written approval by SUBDIVIDER or ASSO-CIATION. Window air-conditioning units shall not be permitted.

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

10. METHOD OF DETERMINING SQUARE FOOT ARBA. 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 SUB-DIVIDER 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, sawage 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, sorm sewers, gutters, curbs and sidewalks in perpetuity. Each OWNER shall install all 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 blirty (30) days of written notice by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION, the SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION the estimated cost thereof as determined by 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 appurtuant 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 kereafter be deeined to coverant and agree to pay to the ASSOCIATION or HOMEOWNERS' ASSOCIATION any givinal 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' (see, 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 wrive 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:

- 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.
- 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

Sent by: LAW OFFICES OF KATZMAN & KORR 9544887782; 03/23/04 17:17; Jaffer #248; Page 5/21

954-486-7774

a Maria Capa

	96
Official Record Book 5999, Page 269	in the Public Records of Broward County, Florida.
Stated and delivered	
in the presence of:	MAPLEWOOD ISLE ASSOCIATION, INC.
Witness Print Name: Thomas C. H.'LL	By: Marie Yolanga Spolions Ky
Shelen Greey Witness	Its:
Print Name: Sheldan Goldsor	100 mg (100 mg
State of Florida County of Broward	
The foregoing instrument was sworn to, subscored in a variable of May 200 by Volanda SISLE ASSOCIATION, INC. who who executed the foregular executed same.	known to me or I produced identification to
My Commission Expires:	Notary Public Print Name: Judy B. Clifton Judy B. Clifton Commission #DD303158 Express May 24, 2008 Bonded Thu
Filed by:	Adamic Booding Co., Inc.
Michael E. Chaptick, Esq. Katzman and Korr, P.A	<i>,</i> , , , , , , , , , , , , , , , , , ,
Wachovia Financial Center, 2nd Floor	
5581 W. Oakland Park Boulevard	
Lauderhill, Florida 33313-1411	

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 letes Exhibit "B"

· · · · ·		
484128030730		1701 VESTAL DR
484128030740		1703 VESTAL DR
484128030750		1705 VESTAL DR
484128030760	YEATES,HERB & YEATES.MARIA	1707 VESTAL DR
484128030770		1709 VESTAL DR
4 8 4128030780		10050 VESTAL PL
<u>484128030790</u>		10044 VESTAL OR
484128030800	_ GETTER,STEVEN J & GETTER.JODIE C	10038 VESTAL DR
<u>484128030810</u>	_ SHACHNER,MARK 8 & SHACHNER.ROBIN 8	10032 VESTAL PL
484128030820	_ WEISBERG,HERBERT & GAYLE	10026 VESTAL PL
<u>484128030830</u>		10020 VESTAL PL
48412803084 <u>0</u>		10014 VESTAL PL
484128030850		10008 VESTAL PL
484128030860	_ KUHN,GAIL N `	10002 VESTAL PL
<u>484128030870</u>	FLEISCHMANN, SILVIA 1/2 INT EA JIMISON, KENT	10001 VESTAL PL
<u>484128030880</u>	_ GELLER,JOSHUA & LORRAINE	10007 VESTAL PL
484128030890		10013 VESTAL PL
484128030900	_ WEISMAN,ELIOT & WEISMAN,MARIA	
484128030910		10026 VESTAL PL
<u>464128030920</u>	_ 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
	EPSTEIN,LYNN	1715 VESTAL DR
484128030970		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		10253 VESTAL MNF
484128031030		10255 VESTAL MINE
484128031040	SILVERN,LLOYD W & LYNN R	10257 VESTAL MNR
484128031050	SNYDER, STEVE E & SNYOER, JULIE M	10259 VESTAL MNR
484128031060	VINOGRAD,MIRI F & ARIE	10261 VESTAL MNR
484128031070	NORYCH, MARK D & NORYCH, 8TEPHANIE J	10263 VESTAL MNR
484128031080		10265 VESTAL MINR
484128031090	WERNER, BARRY M & SUSAN C	10267 VESTAL MNR
404128037100	HIMMEL, JOANNE C	10264 VESTAL MNR
484128031110	ROBINS,MARTIN A & MERYL J	10262 VESTAL MINR
484128031120	KACHEL, DEAN A & MARY J	10260 VESTAL MNR
484128031130	HILL, THOMAS C & HILL, YESENIA	10258 VESTAL MINR
484128031140	BERMAN, JULIAN L & ANNE M	10258 VESTAL MNR
4944000004400	ZEWELDI, TEWELDE & BELAINESH T	10254 VESTAL MNR
484128031160		10252 VESTAL MNR
484128031170	WILFONG, TOM & PEGGY	1725 VESTAL DR
484128031180 484128031190		1727 VESTAL DR
	LAU,BONNIE Y	1728 VESTAL DR
484128031200 484128031210	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
484128031240	MERL, BRETT & MERL, LYDIA	10213 VESTAL CT
484128031250	MERL, BRETT & MERL, LYDIA	
484128031260	SILVER,DAVID R & FRANCES HETTINGER,CARSON & SANDRA L	1731 VESTAL WAY
120001200	MANUKA L	1735 VESTAL WAY

Maplewood Isles Exhibit "B"

<u>484128031270</u>		1739 VESTAL WAY
<u>484128031280</u>	_ STOERKEL,BRUCE & COLOMBIA	1743 VESTAL WAY
<u>484128031290</u>	_ WELLS, JAMES R & BRENDA S	1747 VESTAL WAY
<u>484128031300</u>	GIANGRECO,FRANK & GIANET	1749 VESTAL WAY
<u>484128031310</u>	_ GIARRUSSO,THOMAS J & EMMA E	10248 VESTAL OF
484128031320	FUCHS, LAURA M REV LIV TR LE FUCHS, S M & LAURA M	T 10249 VESTAL CT
<u>484128031330</u>	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
<u>484128031370</u>	POZZUOŁI, JOSEPH E & POZZUOŁI, 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		
484128033410	DOVE OF PEACE HOLDING DIETZ, DAVID TR	10170 VESTAL CT 10160 VESTAL CT
484128033420	HAMUY,BENJAMIN & NAOMI	10150 VESTAL CT
<u>484128033430</u>	DELFINO, SALVATORE J & DELFINO, SUSAN	10140 VESTAL CT
484128033440	MEYEROWITZ, NELL & MEYEROWITZ, ROBIN J	10130 VESTAL CT
484128033450		10120 VESTAL CT
484128033460	WALROND, TREVOR & ROSLYN	10110 VESTAL CT
484128033470	GREEN,LINDA D	10111 VESTAL CT
484128033480		10123 VESTAL CT
484128033490		10135 VESTAL CT
<u>484128033500</u>	WALLACH, PETER M & BARBARA S	10147 VESTAL CT
484128033510	BOMBOOV ANDONE A BARRIE STORE	10163 VESTAL CT
484128033530	QUAMPRANIES & ALIANDERIA CALLES	10175 VESTAL CT
484128033540	CHARING OF ICEOUS TO THE COLUMN	10187 VESTAL CT
484128033550	GRASSO,RANDY BETH	1724 VESTAL DR
484128033560	SPULIANSKY,GABRIEL & YOLANDA	1722 VESTAL DR
<u>484128033570</u>		1720 VESTAL DR
484128033580	COALIER CORPORE A	1718 VESTAL DR
484128033590	I I WI I I A D A D A D A D A D A D A D A D A	1716 VESTAL DR
484128033600	SHAPIRO, JEFFREY	1714 VESTAL DR
484128033610	BOMS I EIN, STANLEY J & SONIA E	1712 VESTAL DR
<u>484128033620</u>	NEGRANIC CAREER & 144	1710 VESTAL DR
484128033630	OFMERSI - Marian	1708 VESTAL DR
<u>484128033640</u>	PROCOPIO, SUZETTE	ITAR VERTAL DR
<u>484128033650</u>	CAMPANA, FRANK & GOLEBIEWSKI-CAMPANA, SELENA M.	INNER VERTAL DE
484128033660		10069 VESTAL PL
<u>484128033670</u>	BATTISTA, DANIEL W & BATTISTA, DENISE C	10005 VESTAL PL
<u>484128033680</u>	70 D 5000V 4 5 - 4 11 1 - 4 4 1 - 4 - 4 - 4 - 4 - 4 -	10075 VESTAL PL
<u>484128033690</u>	Sahagian,james g	10086 VESTAL PL
484128033700	Weiss, Gerald M & Arlene T	10080 VESTAL PL
4841280337 <u>10</u>	PATE ALEA & MARIER PAR ARES	0074 VESTAL PL
4841280337 <u>20</u>	KLEINER, HARVEY S & ELLEN	0086 VESTAL PL
<u>484128033730</u>	ISOMONE TOOSEN A WITH HE	706 VESTAL PL
	•	

Maplewood isles Exhibit "B"

484128033740 TEPP8, JEROME L 484128033750 GALICIAN, KENNETH M & JUDITH 8

1704 VESTAL DR 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.

74-231165

DECLARATION OF RESTRICTIONS

THIS INSTRUMENT PREPARED BY
POUVIEW J. Spring
9500 W. Sample Road
Corel Springs, Florida

Tim Desiration seen the <u>ISC</u> day of <u>Hovenber</u> NC., a Rostide separation, increasing mind Structurings.

WITHESSETH:

WHERELS FLORIDA NATIONAL PROPERTIES, INC., a Fluids acrossable pressylve in principal vision of beatum dysings. Routing the record owner of the PROPERTY or described in ANYTCLE 1 of this Desireties, finding to create a quality develop-ting CAPTICE Fluids.

PION. TRIARPORE, FLORIDA NATIONAL PROPERTIES, INC., decises that do PADFESTY describe in ARTICLE I to not shall be bods, creativared, mid, copregred and ones pied mobiles to the restriction, commands, curvineda, largedistics, charges and lieus benchefur and Forth.

ARTICLE I DEFINITIONS

The following worth when used in this Designation shall have the leg

- THE BENEFAMORY shall than out inform MAPLE WOOD and any protein thereof as recorded to Fall Book Sig. Fags 37, of the Public Scource County, Florida. These reports than the Addition of Space S
- 2. "MEJ SEC VI DER"-chall sman and cofe to LOR RIA NATIONAL FROPLETIES, INC., o Finish receptuates, presently having the schalled place of backets on Cond Syrling, Plevids, the tenson on adapts of any or size of to rights under the Declaration.
- "ASSOCIATION" shall were send robs to the OCEAN MILE ASSOCIATION, INC., a Florida composition, presently hyrroid in giving the distance in Confidence, Provide, the secondary hyrroid of any or all of the right in order this Ordersteen.
- "CNFREAR" that meat and subjet is every persons as persons, or subjet to setting, who are list record owners of a fine date of the BU DEVISION. (Intel betts, is consecue, had representation or subjets.

ARTICLE II GENERAL RESTRICTIONS

. BET RACE LIMIS AND SIZE OF SUILDINGS. All healther enough or contracted on any for their conform is use, minimum species had to our arms, and arthur limitations according to the following taken:

INCER TOTAL		MUNICH	MINISTER SECUREMENTS			
	FOL	8Q. PT.	ROHT	SEAR	et br	<u>use</u>
4	1.26	1600	73	15	-	
•	1-19	l 40g ·	ii	ii		State family
c B	1-31	1100	11	iš	- :	Beagle Family
Ē	1-20	1200	21	16		High Family
;	1-73	1009	ж	iš	49	Sale Fundy
á	1-14	1106	21	iá		Single Family
H	1-24	1500	16	19		Single Valleity
Ä	1-11 12-17	1900	2.5	ü		Single Ye to Thy
ï		1500	25	ii.		Single Pamily
ĸ	2-10 1-10	1500	15	13		Simple Pacelly
î	1-11	100	25	19		Sheer Passily
ŭ	1-14	1100	7#	19		Airgh Family Sagle Family
7	1-14	1600	11	10		
N	614	5160	25	**		Shape Propily
÷	1-11	1100	35	15	•	Engle Family Single Family
	19-76	1500	35	1\$		Single Franky
ġ	61	1500	26)9		EAST FIRST
ě	9-14	1900	11	13	•	Augh Family
ř	1:36	1500	35	14		Single Function
î	811	1904	30	16	10	State Figure
Ť	1-32	Lieo	25	15	;-	Lingle Formily
i	11-41	1500	2s	15	•	Stephe Faculty
Ú	1111	(500	35	15		Single Family
U	17-11	1500 150a	14	17	•	Single Fornilly
Ÿ	1	1500	15	15	•	Made Family
w	ia	1300	11	15	•	Single Passidy
×	1-11	1500	23	15	•	Regis tamily
¥	12-20	2006	24	15	•	Bitule Camaly
Y	1-17	2340	16	H	•	
:	1-20	2250	10	11	10	Steph Family Ha
AR	1-1	2000	10 11	53	(*	Stude Family Co.
8 D		400		19	10	Two Parally CO
22	M	1500	11	11	•	Siego Family
17	4.34	1100	1) 16	13	10	Blank Frankly
œ	146	1000	#	(4	•	Margir Fernity
CC.	7-22	1900	21	19 .	•	Two reads
Œ	13-25	1130	, <u>,,</u>	19	•	Masie Family
™ CC	16-10	1800	1 77	15	10	Mesh Panier (V)
9 0	1.9	1180	! #	!!	•	Shade Palmille CO
10	18-12	1100	u 31	17 11	•	Brogat Peterly (C)
<u>80</u>	12-13	1500	1 11	12 73	10	Shight Femily
F.	1-16	1100	1 3	15		Magin Parelly
Y. 7	1-8	1000	1 11	"	io.	Regis Parelly Ann
ľ		b	1 "	. **	10	Two Family 1 ().").
-		•	1			10 //1
)			1

PAGF 269

*Lo de laying 19 Just or iver front with shall have a minimum ride is flowed of 9 JP. fort. Lock hering process than 15 her Peror within had less than 16 her layer within had less than 16 her layer within had less than 16 her lay had layer a minimum ride or layer. Lock had layer a minimum ride or layer.

Note: 1-Two Family Residences to Cashella Single Persoly Resid

nte jojn visit hers z os finet (197) hadnisjos htip dosą Cieni lipsium Chris and fine kininum robid and midset shall be must finet (107) at And fives de neu kon lines. Then shall be so ingram on agrees pennitod lipsiugh he ter finet (107) modesqui kirja.

5. WALLA AND TRIVEZE. No will be force shall be constructed with a height of more than Eq. (6) first shows the ground level of adjustment of the party, and are into or describing relevant or the property does shall be permitted with a height of more than Eq. (6) from without well-to-party than the property does not be a set of the final.

We small, these, the designing on other time of any latest that his permittinal in Comit Review in preventural Delvice canal and inter-degli of every unders CHWER overheas written permittings frames the Coral Review, improvements Delvice can all and inter-degli

5999 ma 270

PAGF 27

1

to destinate on tradeology from the last in manage is interest, but the province of the provin

the minimum completion, On. After the parties of Completions and principle and performance, of finish, bestford as bestfording an option of the parties of t

4. CLOTTES IN 1986 AMA. To option white deployment and to observe also operated in which to MESSAVORS or AMADERATURE.

The Control of Stricts and Printed Port AISA. The satisful of describing leads had not of proposal buildings and springers of the building of proposal buildings and springers and springers and springers and springers and springers are supplied to the building or department of the building or department of such facts for the building of the building o

reference of the third is sented at African many for it or my strains, who the planeted and absents, from, the, and then it will be planeted and absents, from, the, and then it will be presented as the contract of the cont

19. ARROGATION. In case to requirement the position to all reviews that your to frequently be to local procurements, and is case, and i

The property and to explanations of companions.

It. PRAINTENANT OF PRINCIPLE, to seek to exclusion to account of the GALMYPROOM, by words exclusions, of union amount of the property of the

Americans on the top the SURT VICTOR of AMERICAN TOOL, they they make repetited that he a loop on the laid.

[4. [MANTHANCE] AMERICANTYL. It is the set indicated that districts of the disputed hand not the receiveding term, and provide the country of the other provides that the set indicated the set indicated that the set indicated the set indicated that the set indicated the set indicated that the set indicated the set indicated the set indicated that the set indicated that the set indicated the set indi

16. BLFEXT OF PERF PAYMENT OF AMMERICAT, If the protection barrier peopled are not paid to the date when the main months of the barrier and track, topoler will payor of the lightest legal and and could of collected barriers beauting and and could be a supplementation arranged barriers beauting a counterpart and an arranged barriers are also beauting the counterpart of the latest and payments and an experience of the date counterpart of committee the partiers as not furth in possession in partiers. A subsection of the latest and payments are not furth in possession in the latest and payments are not furth in possession in the latest and payments are not furth in possession in the latest and payments are not furth in possession in the latest and payments are not furth in possession in the latest and payments are not furth in possession in the latest and payments are not furth in possession in the latest and payments are not furth in possession in the latest and payments are not payments.

(A. ROTTE'S TO SURETHERS OR ASSETATION, Multips is STREET DAY or ASSECTANTICES or assets for expensed of plane, specifical forms of leadings of capits deal in a critical and distance or maked to SURETHERS or ASSECTATIONS of its street state of the reserving of the State of Planes, or at any other handom designated by SURETHERS OF ASSECTATION OF SURETHERS OF SURETHERS

(1). SUPPER TO CHIEFE. Subject to the Chiefe of a window of tay of these materials, or any other makes hands expended, stall to the value of the problem of the chiefe of

O real receives the second, in course, we have an expension of the reality course, a temper a temper of temper.

1.6. THE CONT. (CONTRICTOR. PRINTLER, ROCATE, MODELS, ROCATE, CONTRIGE AND TRAILERS. On these or efficiency of which is a point of the second temperature of the printler of an appeal of the second temperature of temperatu

16. (C) TO PROPERTY MADE. Many of the last of the State (C) Property dual in distinct our said country at a winds, understiff the unition approved at the SAI DESTRUCTION OF ANNUAL TRANS.

As Concellities, he make then beard emotion shall be received as in any assure business or preceding any local date in preceding the plan of explanation beardain, and perfectly the receivable of a plan of embedding any local business of a plan of embedding experiency to any control business.

The STATE CAMBRIES TO, Then is design extend to the partner of including and manufact parameters and public cabby States and processors and public cabby States and processors and public cabby States and processors and public cabby States and the processors and public cabby States and the processor and public cabby States and the states and the public cabby States and the states are and the states

111 5999 mg 279

- 27. MONALABILITY OF SUBDIVIDER OR ASSOCIATION. The SUBDIVIDER or ASSOCIATION between shell and to key very or strange by Makin or responsible for any victage of them marketions by may preced eather than the SV.
- 2.5. Country, i.e., multiply shall be alrest which may be no may necessite an amorphosy or nithester in the schildchaned. He not tous, unpleased or gifference as the state shall be control on, our may be sent to sent a state of the control of a small size or mission, position or a sent of the sent to control of a small size or mission, position or a sent of the sent of the
- to famili.
- one of the control of the state of the state
- 2.1. OWN DES COMPLANCE. The coveram is, residutions and overlander imposed by the Destampton of Restrictions shall apply not only at OPPER Rest, but shall be per person of present section of the Disease principles of the COMPLE or in the COMPLE of the COMPLE of the COMPLE or in the COMPLE or implication of the COMPLE or is in the COMPLE or in processing or implication.
- Allows at the CYRES to bothly had present or occupants of the spitteness of sold marketons shall not be say var set to bust an despet to The of SUBCINITION or ABSECTATION of subtraneous of these rectal looks, and to adultate, the CYRES shall be responsible for all visit been If these respects to by the setting, Despets, priving and to present, Despets, Despets,
- ca. One cannot receive of a part rections duty of the Labor. You have a relational entertainment that community on comment and new products in an early department of the health of t
- AMAROUS RAT OF REPERCHANGE, The SUDALVIDER of ABSOCIATION sky, in its sole short-lon, specify, smead, review, or sold that Declaration of Americans, or one part showed the provent of numericans, houses, that is likely to nicked application or religionment of the substitute of the provent of the provent and confirming the off development or the substitute of the substitu
- 14. SMFOREMENT. Reference ment of these conversion and restrictions shall be by any presentant at low or its on any against any person processor or alleagues to establish any presentant or restriction rither to translate tradition or to require worker performance any tens consists by these commands. Any sense and collections, reference the resemble of tensors the internet of the receiver or the restriction of these operation. In June 2018, the last by the ARDC (ATDC) or SUBSTITUTE to the receiver or to restrict the entire or restriction for the first annual and the substitute of the restriction of the restricti
- 19. SEVERABLETY CLAUSE. Invalidation of 189 of these matrix boots in which as so part, by a court of coropology purisdiction shall not affect on a first matrix time.

IN WIT THESE WHEREOF, FLORIDA NATIONAL PROPERTIES, RN. 2 Plonds corporation, does bontly except, the Decimalor of Reserving the specific properties of the s

CONCOUNTE

STATE OF PLORIDA

A Fidhla Curpondun

ATTEST

The funegoing automent was ashowinged before me this 12.1 day or followable: President of PEORIDA HATIONAL PROPERTIES, INC., a bloods curporation, on school of the asset

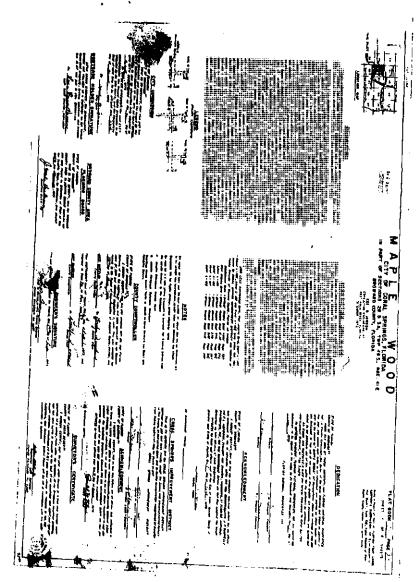
Nestry Puffer
My Commented States

E. V.

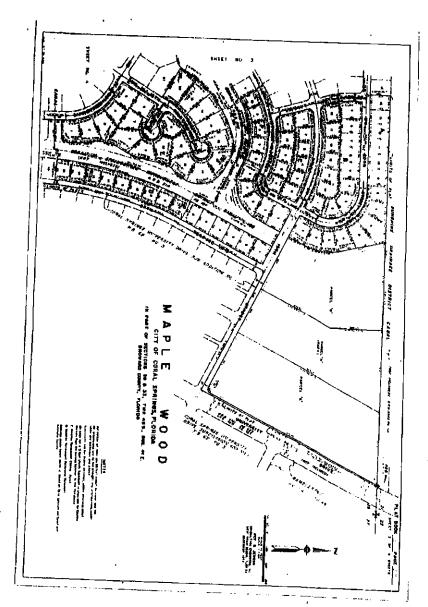
15999 ma 272

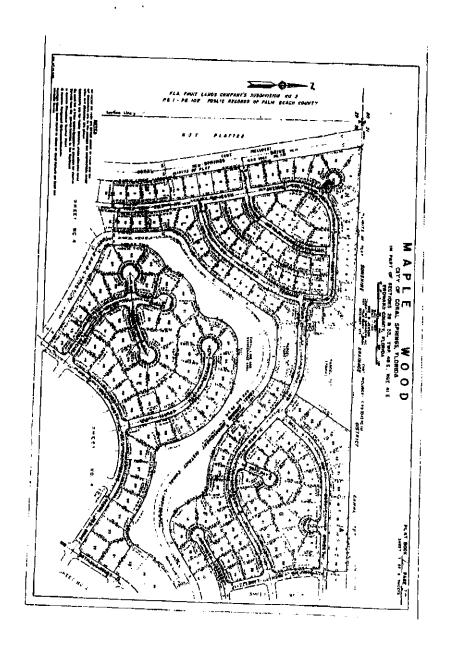
25.2

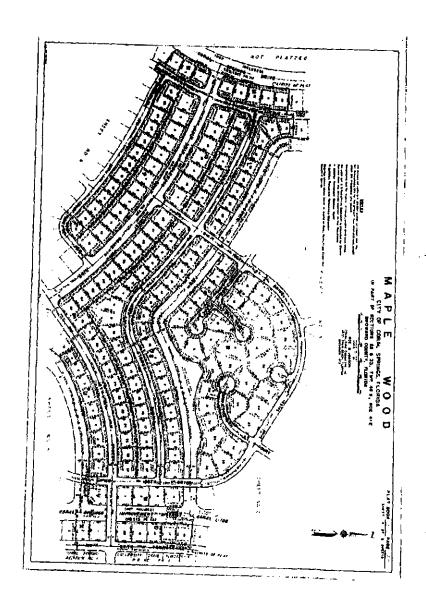
PAGF 272

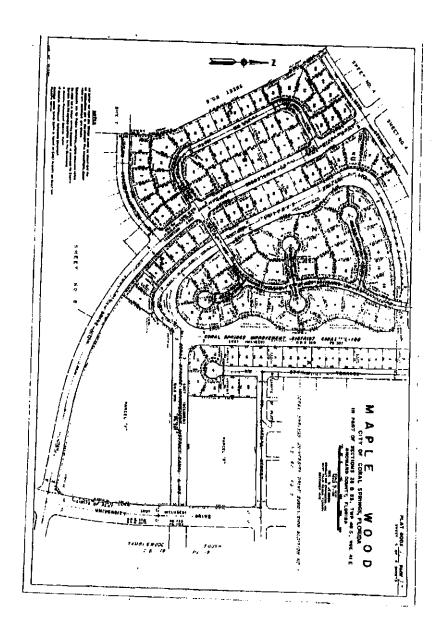


٠...

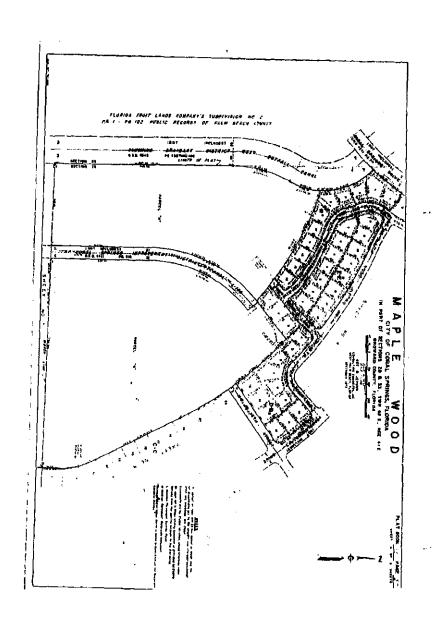


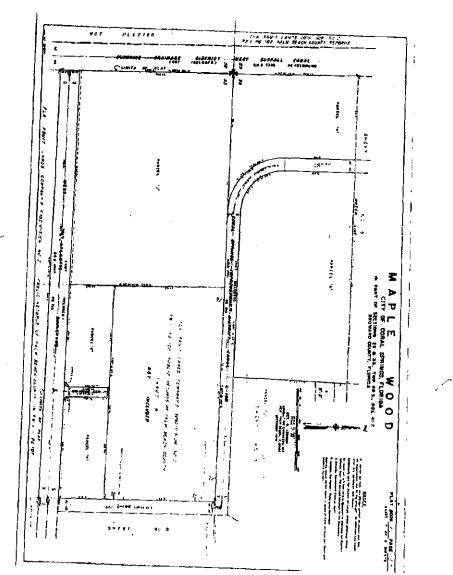


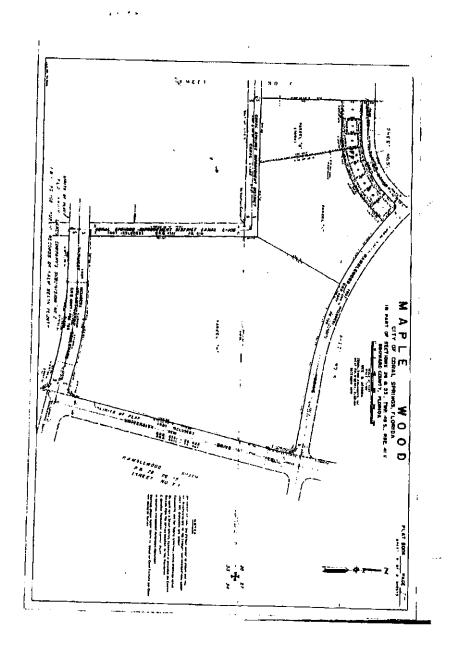


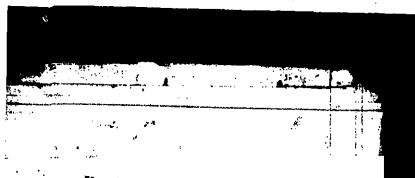


· •









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

THE AMENDMENT to Declaration of Restrictions made this \$ 4 day of December 107H, by FLORIDA NATIONAL PROPERTIES, INC., a Finish corporation, hereinafter referred to as "NUIHAVIDER."

WITHERSETE:

WHEREAS, SUIDIVIDER Is the SIMINY IDER of MAINLE WOOD, a SUIDIVISION as recorded Book 80, at Fage 37, of the Public Receives of Browned County, Florida: and

13 x 100 x 100 m rugs of, of the Phone Received of Brawned County, Phothet: and WHEREAS, BUDDIVIDES, on November 1, 1074, excitated a Beelegation of Besteletkons for NAPLE WOOD and caused and Developation of Roserctions for MAPLE WOOD to be received in 100-clai Received Brook 6000, at larger 250 durings 272, including and MAPLE WOOD to be received in 100-clai Received Brook 6000, at larger 250 durings 272, including and the classical of Hestitetions for MAPLE WAXDD, SHEDIVIDES received unto Heeft the right to modify, amount, write or add to with Declaration of Restrictions for MAPLE WAXDD, and

WIRMARA, REIGHDINER is the owner of all of Block R, and all of Block R, MAPLE WOOD, as revorded in Plat Book 80, at Page 37, of the Public Records of Brownel County, Portok and WIRMARA, RIGHDINER, by its reserved authority, desires to modify, aneed or and it overain sections of the Decisarists of Reserved authority, desires to modify, aneed or said to certain sections of the Decisarists of Reserved authority, desires to modify, aneed or said to certain sections of the Decisarists of Reserved authority of the property of said to extend the School of Market Wild Decisaristic to the blocks, further to create a superior statistic development on said backs, for the said and the said that the electrost and most efficient way to say the said must estimate the preserved according to the aforesaid Decisaristics of Reserved Reserved Reserved and the conditions mustice.

ROW, THE (HEORE, SUMDIVIDES hereby modifies and amends the Determina of Restrictions for MAPLE With in order to declare the following described real imports shall be held, transferred, sold, conveyed and accupied subject to this Amendment to Declarations.

Also illuck E. and also illuck E. MAPLE WITH. seconding to the Pat thereof as recorded in Plat Book 80, at Dage 37, of the Public Devords of Droward County Fortella.

DEPINITIONS

2. "SUBDIVIDER" shall are an and refer to FLORIDA NATIONAL PROPERTIES, ISC, a Florida constraint, presently insting its principal piace of business in Coral Springs, Florida, the successors of assigns of any or oll of for rights under this Amendment to the Declaration.

3. "ASSOCIATION" shall mean and refer to the CCEAN MILE ASSOCIATION, ISC, a Florida corporation, presently having the principal place of fustiness in Caral Spring, Planida, the successors or assigns of any or all of its rights maker this Amendment to the Declaration.

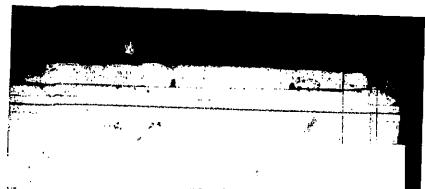
4. "OWNER" shall mean and refer to every person or persons, or eatily or entitles, who are the record owners of a fee intensi in any let or portion thereof in the SUBDIVISION, their heim, succession, legal representatives or savigus.

6. "HOMEOWNERS" ASSOCIATION" shall mean and refer to THE MAPLE WOOD ISLE ABSOCIATION, INC., a Flerida corporation not for profit.

o. "MEMBER" shall mean and refer to the record homeowner, whollier one or more personal of call-ties, of the fee steeple title to say lot which is part of the aforedweethed property covered by this Amendment to Declaration of Kastrictions.

7. "COMMON PROPERT" shall mean and refer to all real and/or personal property which the HOME-COWNERS' ASSOCIATION owns or in which the HOMENOWNERS' ASSOCIATION has an interest, includ-ing without initiation, a right of use for the common use and enjoyment of the numbers of the HOMEOWNERS' ASSOCIATION.

43.w



ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The bands hereful described may be used for single family describings, and for a culter paymens. As business buildings may be revised on seid lands and no business may be reacted on sey part decreed, one sind harp building or any portion thereof he used or motivated as a perfect solution of the Assistantian the providence of this paragraph, the SUBDIVIDES may million or recors but for a sales office, models, or recreation area for so long as SUBDIVIDES, to successors or reactional even my for in the SUBDIVIDES N., and SUBDIVIDES shall have the right to designate of their persons or entitles to filewise so of fixe the results of a subordiffee, models, or recreation area, so long said the persons or entitles own any lot or property in the SUBDIVIDES.

MET HACK CINES AND SIZE OF HUTLAING. All hubblings erected or constructed on any lot simil conform in use inhimum square feet of floor area, and setback limitations according to the following trable:

		MINIMUM	MONIMUM SETDACK REQUIREMENTS			
BLOCK E R	1.73 1.73 1.30	XQ. PT: 2000 2000	PROST 90 90	REAR 10 16	810R 10	USE Single Panely Single Panely

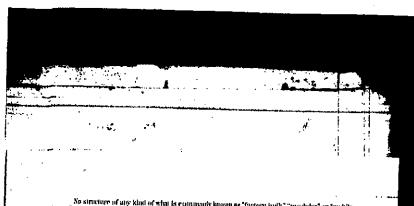
Where two or asore lots are negatived and used as a single hullding site under a single OWNER, thre sides for fixer similar for only to the lines bordering on the adjoining property.

Sefacilibes for corner has and add-singred has shall be ne true as possible as set out above, except that carlations may be unthorized by the SUBIVIDER or ASSULTATION at the time plans for briddings are approved, and the copy of such plans, including the plan dam, or a record of the variance may be kept on file by the SUBIVIDER or ASSULTATION to contribin the setback lines as approved.

is all diagrams approved, and is easy of study plans, herbelling the plan plans, no a record of the variance may be kept on file by the SUMMPHER or ASSOCIATION to establish the serback libes as approved.

3. PLANS, SPECIFICATIONS AND LICATION OF BUILDINGS, OWNER shall animal to SUBERS VIDER or ASSOCIATION is hereaften and plan plans, predictabory plans and specifications for all buildings and structures to be exected on the lot and a predessional perfoliationsy plans bubberque plan. These predictabory plans which he properly by an architect and shall be sufficient and definitive in detail and the scale in the observable of the lot and a predessional perfoliationsy plans shall be prepared by an architect and shall be sufficient and definitive in detail and exterior scales of all attrictures and handscaping. SUBINTIBER or ASSOCIATION shall be writing, which in flow call of the start of any construction on the lot. OWNER shall soften to SUBINTIBER or ASSOCIATION, final plans and a location of scale perfoliations; accept, reject, or propose changes, Prior to the start of any construction on the lot. OWNER shall soften to SUBINTIBER or ASSOCIATION, final plans and a location of scale perfoliations accept, reject, or propose changes, Prior to the start of any construction on the lot. OWNER shall soften to SUBINTIBER or ASSOCIATION of the final plans and association and plan plans in detail and to scale. Failure to obtain written appeared of SUBINTIBER or ASSOCIATION of the final plans and specifications for all construction for all construction and the final profess strong like structure of the plan shall be decreated a material broach of this restriction. The SUBINTIBER or ASSOCIATION shall then have the right to proceed in the curies to obtain a manifoliary fajunction requiring floations and location of all construction thereasies and every attention of any building or structure associations prior to the start of any empressed to be form down or removed featively. The lots in like years are proposability of the OWN

No building or structure of any hind, lectuding additions, attentions, pools, fences, wat parloss, terraces or bardscue pits shall be erected or altered unless approved by BUBDIVIDER or ASSOCIATION.



No structure of any kind of what is commonly known as "factory build," modular," or "mobile home" type construction shall be creeted for the SURBYBERS without written normalisation of SUBDYBER or ASSECIATION. OWNER most submain to SUBDYBER or ASSECIATION follows, specifications, mane of manufacture for consideration of permission, to the event germinston is decired by SURBYBER or ASSECIATION, nether SUBDYBER or ASSECIATION. Nether SUBDYBER or ASSECIATION, nether SUBDYBER or ASSECIATION and submained by OWNER.

Theories shall have a minimum betch of 2-1/2-2 and shall be constructed of the or burned content of the following former or assection of pour of light weight discussed in the subsection of the subsection of pour of light weight attentive material for resting surfaces to discovered, or invested, the SUBDYBER or ASSECIATION may, in its safe discovered, approve the use of such new networks. Plant on severe not such that many or subsection of the provided crans or suffice remost shall not be permitted unless.

Plot roofs on severenced porches. For icla room or mility rooms shall not be permitted unless lexated to the rear of the building and first approved by \$0.000 PIDER or ASSOCIATION in writing, and withstanding the foregoing, a material roof or a fall cost lexated close here than to the rear of the building and proved to writing by \$1.000 PIDER or ASSOCIATION. All electric, telephone, gas or other utility connections must be fundated underground. All utility and storage comes shall not have a front entrince door. Restond of approved on pay ground, including and plot plan, by the \$1.000 PIDER or ASSOCIATION.

Landscaping as required and assument on the appeared foul tankerupe plan shall be completed at the time of completed and as shown in the appeared foul tankerupe plan shall be completed at the time of completed of the building as evidenced by the appropriate incerning and the standards. An graved or backery or paved parking surfax are to be adowed, thive says a must be constructed with materiate as approved by SHRIWITER or ASSOCIATION, For to the adometical as approved by SHRIWITER or ASSOCIATION per to the standard of the adometical as approved by SHRIWITER or ASSOCIATION per to associate and the adoption of the adoption as determined by SHRIWITER or ASSOCIATION.

All alreas not envered by buildings, at ractures, wilkings, or paved powking flicillites stall be trainabled as having hardward crass and stall be naturalized to the pavennent crass of any durid streets early the warding of any abutting history or cools. So stone, power, or powing of any type shall be used as a free values superved as part of the hardwaping plan.

SUBDIVIDER may append 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.

How, repair or maintenance.

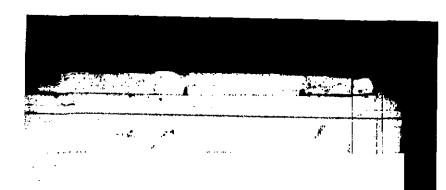
J. GARAGES, CARPORTS AND STORAGE AREA, No gauge shall be erected which is separated from the main indicing, and the going shall recommodate so loss than two (2) nor more than live (3) automobiles. All garage drons must be engisped with automatic door openers and closers as the whole ingress to the gauge is and destrot, the garage drons shall remain closers. No merelized stronge area shall be permitted on my fol. No reclosed stronge area shall be permitted which is separated from the main building and all storage area shall be permitted which is exparated from the main building and all storage areas must be located to the rear of the deciding. Carports shall not be permitted unless approved in writing by \$0.15DIVIDER or ASSICINFION.

ASSICIATION.

A WALLY, PENCES AND SHITTERS. No wall or fence shall be constructed with a height of more than five (5) feet showe the ground level of actioning property, and no bedge or shrubbery absetting the property lines shall be permitted with a height of more than six (6) feet without written approved by SIBDIVIDER or ASSICIATION. Profuser walls and fences shall not be permitted. No wall or fence shall be constructed on any following in stringly SIBBIVIDER as ASSICIATION. The height of any wall or four shall be instanced from the establing property circumions. Any dispute us to height leaght, type, design, composition, materials and inculing any wall or four shall be resolved by SIBBIVIDER or ASSICIATION. When the height is the property circumions and dispute us to height started on the exterior of the residence.

A No second surfour material shall be reconsistent unless numerical to suffer the property of the property of the product of the residence.

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



6. APTENNAS AND FLAGIPOLES. No outside untenna antenna poles, antenna mara, electronic devices, or automa rowers shall be permitted. A fragolo for display of the Americas Fing only shall be permitted and its design and fortation must be first approved to writing by SUBMPRER or ASSOCIATION. As approved fragolosistal not be used as an antenna.

1. In a Comment of the Comment of th

at the Miller II of the Market II of the Artifician of the Artific

 CLOTHES DEVING ARKA. No randoor clothes drying area sind to allowed unless approved in writing by SUDDVIDER or ASSOCIATION.

10. METITOD OF PETERARNING REPAIRE POIT AREA. The method of determining square foot area of perposed hubdings and armetures or additions and calenguenessa decrete shall be in suddiply the consistent of incoming a fine building or structure or next floor level. Garnges, porches, pulses and termines shall not be taken into a midding or structure or next floor level. Garnges, porches, pulses and termines shall not be taken into a revenue fa calendating the subditions a quare floor are required.

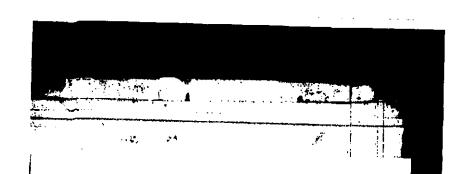
13. SIONS. No signs shall be exected or displayed on any lot or on any structure, unless the placement and character, form, site, and three of placement of such sign to first approved in writing by RIB-DIVIDER or ASSUCIATION. So free standing signs shall be permitted indicas approach is vertical by SUBDIVIDER or ASSUCIATION. Said signs must also conform with local regulatory adjustment.

NUDDIVIDUE or ANYLCIATION. Sails along miss also constrain with local regulatory ordinances.

1.1. April 10. Continue to the state of the property of the state o

11. MAINTENANCE OF PREMISES, in order to maintain the standards of the SUBDIVISION, no weeds, underlinesh, or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse or unsightly objects shall be alread to be placed or suffered to remain any writer thereon, in addition, the property, buildings, improvements and appurementers shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a

景 7327 元740



The state of the s

the mini and, actionic penning manufacture the orbits paint.

1-1. MEMBERSHIP AND VYTHER ROHERS IT THE ROMED WAS ROY ASSOCIATION. Every person or civility who is no OWNER of a lot, neckeding the SUBDIVIDER, at all times me long as it owners my part of the property subject to this Autonimous to Dectaration of Restrictions, shall be a MEMBER of the BIMEN WAS ASSOCIATION, provided that any stack person recently with droits such interest only as security for the periodisment of an obligation shall not be a MEMBER. As outbrackly oblidible apparetoment, us all may not be expended in storage with provided its single-t to association. The ROMEOWARES ASSOCIATION may have closed on it membership, which closes shall have a stack voting polytacians are set forth in the Articles of Incorporation of the IR MEGWERS ASSOCIATION. IG. PROPERTY ROUTH IN THE COMMON PROPERTY.

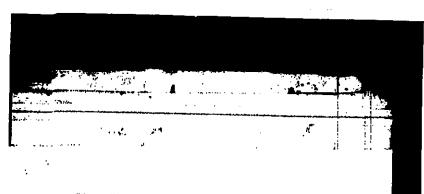
A. Members' flavorments of Enjoyment, Every MEMBERS shall have a right and coscenent of origingment in and to the common property which shall be appartenant to and shall pass with the title to every for subject to the following:

- (1) The right of the IRMEDWINESS ARROCATION to take such steps as are reasonably because to protect constant property against forectome;
- (2) All provisions of this Americanea to Declaration of Restrictions, the Plat of MAPLE WOOD, and the Articles of Incorporation and By-laws of the 10 MEPWINERS ASSOCIATION, and
- (9) Bules and regulations governing use and enjoyment of the cummon property adopted by the HOMERWARERS ASSECTATION.

IO. COVERANTS FOR MAINTENANCE ARRESIMENTS.

10. COPENANTS FOR MAINTENANCE ASSESSMENTS.

A. Covalion of Lieut and Periodal Oblighton of Assessments. The OWNER of day for the deceptioned of a cleech horofore, whether or not is stall the so expressed in any such deed to other or movement inclining any purchases at a furbical sale, stall hereafter be decided to covernant and agree to pay to the ASSICIATION of the MEROWARDS ASSICIATION for managements for explaint improvements or multiparaging, such assessments for explaint improvements or multiparaging, such assessments to be fixed, and any percial assessments for explaint improvements or multiparaging, such assessments to be fixed, with thereset thereon from the tot off as a hereinafter provided. All article assessments, together with thereset thereon from the due date at the highest legal rate under the usury three of the Malate of Florida and costs of collection thereof, including reasonable afterneys few, shall be a charge on the land and shall be a continuing lieu upon the lot against which can't such such assessment is mucle, and shall also be the personnal obligation of the OWNER. No OWNER may waive of otherwise covaries in ability for the assessments provided for beech by non-ties of the common property or by abundamment.



A three property of the control of t

C. Philiprin into of Assessment. All regular and special issessments shall be at a uniform rule For enching covered by this Amendarent to Declaration of Restrictions.

D. Date of Commencement of Annual Assessment. The annual researches shall commence out the date (which shall be the first day of the month) fixed by the linered flicetors of the Hollary System (Statistics, by the Hollary System (Statistics, by the Hollary System of the ANNUALITY, by the System of States of commencement. The due take of any experiment shall be fixed in the resolution authorizing such assessments and any such assessment shall be payable in advance in monthly, quotierly, semi-artificial or artificial installments, as determined by such thursts.

by said thords.

7. SFFECT OF NON-PAYMENT OF ASSEMBLINE If the assessments berein provided are not puld on the dose when the, thos such assessment shall become definences and shall, together with such interest thereon and cost of collection discrete interest. So increased the property as of the date of recording of a Claim of their highest property as of the date of recording of a Claim of their their build flowest flowest level on the property as of the date of recording of a Claim of their their build flowest flowest level on the property as of the date of their description of the lat excending the claim of their description of the latency and because of flowest Country, Florida, which claim of their description of the same of the GWNER discussion date and the other when the is assigned to the flowest result in the same property in the tunds of the their GWNER, the build within thirty (60) days infect the definitionity date, the more sense of the same of the third of the confidence of the influence of the definition of the same of t

records, the statement of the obligation.

18. NOTICE TO SUBDIVIDER OF ASSOCIATION. Notice to SUBDIVIDER OF ASSOCIATION of a request for approved of plans, specifications and devalues of buildings or signs similar is writing and defluered or maked to SUBDIVIDER or ASSOCIATION at the principal place of business as shown by the records of the Secretary of the State of Florida, or at any other formion designment by SUBDIVIDER.

A. Notice to fluoressmera' Association. Notice to HOMEOWNEIR' ASSOCIATION as required by these Restrictions of the By-Laws of THE MAPLE WOODD BLE ASSOCIATION, INC., shall be in writing and delivered or mailed to HOMEOWNERS' ASSOCIATION at its principal place of burkess as shown by the records of the Secretary of the Sinte of Florida, or at my other localito designated by HOMEOWNERS' ASSOCIATION.

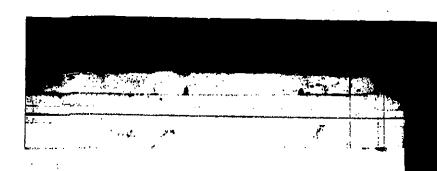
by Harrison Change (1990). Substitution of the Change of t

TOPPOST, or Service condition has a promotion to the black of content of the manual Content of the content of t

me742

6

W. Company



11. NO MORONISHON, Name of the total in the SUBDIVISION shall be divided or sold except as a whole, wildhout the wides approval of the MODIVIDER or AMENTATION.

will don't be written approval of the SUBDIVIDER or ASSOCIATION.

22. UPILITY EASEBENTS. They is hereby reserved for the purpose of installing and maintaining government and public utility facilities and improvement district suclities, and for such other purposes inclidentally the development of the property those ensembles shown upon the recorded plat of this \$1.1101V(SIO). They is maintained; and there is also hereby recovered essence at any digital software for conducting any bory stoys for electric and telephone poles, as shown in the recorded plat of this \$1.1101V(SIO), and there is bereby further reserved for a term (seeing 20) years for any to the of the last minuted by the SUBDIVIDER, in successors and insights, full free right and authority to keep operate and ned stable such disades be elities, and lary associates, gas and electric figures, communication lines, and such other and forther public section facilities at SUBDIVIDER or Al-SUCIATION was deem necessary along, through, in, over and under addition of SUBDIVIDER or Al-SUCIATION was deem to every some of the first through the arrangement of the accorded from the charles of the successful and the sufficient of the decrease of the recorded from the charles of the exercise of each section of all stoys of the first accorded from the content of the reserved and this right, except for the recorded extension of all stoys of the sufficient and the sufficient of the recorded continued as the sufficient of the sufficient of the recorded continued as the sufficient of the sufficient of the sufficient of the recorded continued as the sufficient of the sufficient of the recorded continued as the sufficient of the sufficient of the recorded continued as the sufficient of the su

3B. KON-LABILITY OF SHIDDYIDER, ARSOCIATION, OR HOMPOWNERS'ASSOCIATION TO SUBJIVIOUR OF ARROUTETION OF HOMEOWNERS' ARROUTETION herein studies of hump way or manner be held ligible or responsible for any violation of those restrictions by any person or entity other than treef.

2.5. N 198AN ES. Nothing shall be done which may be or may become an anneousce to the neighborheart. No malous unplement or offensive scricity shall be centred on our way myshing be done in the neighborhood which can be construct to constitute a radiance, paidle or private in suture.

Any question with regard to the interpretation of this paragraph shall be decided by SE HERVIDE or ARECATION, whose electrical whill be food.

25. Fit LINU IX. No let shall be thereused in size by filling in the water on which it abous, and the slope of the cand and like banks shall be maintained by OWSER.

2(3. OWNER COMPLIANCE. The covenants, restrictions and secretaries imposed by the Amendment to Declarelian of Restrictions shall apply not usity to OWNERS, but also to any persons or presents, certified or earlies are caused the OWNERS premises under lesses from the OWNER or by permission or institution of the OWNER or his tenunts, expressed or hopifed.

Pullars of the OWNRI to notify said persons or occupants of the existence of said restrictions shall not being way act to limit or divest the right of SUBBINIDER, ASSOCIATION or HOMEDWINERS ASSOCIATION of enforcement of these restrictions, and in addition, the OWNRR shall be responsible for all violations of those restrictions by this tenunts, licensees, incitees or guests, and by guests, Recensees and incitees of his tenants at any time.

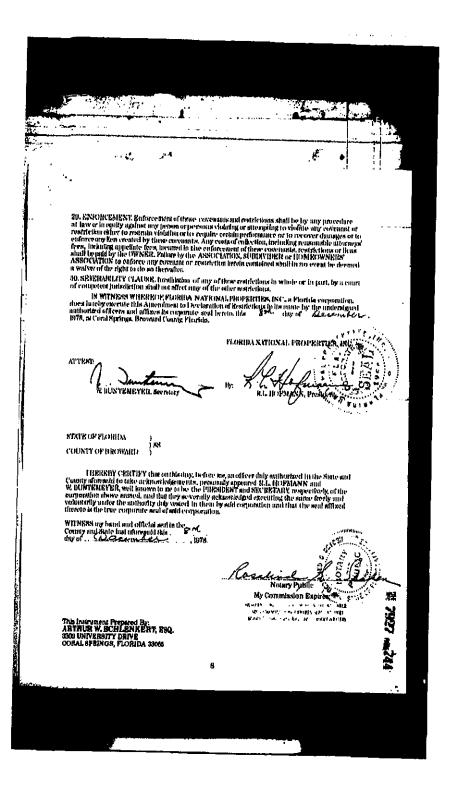
Reconces and indices of this tenumbe is any time.

27. DECLARATION OF RESERTATIONS BUD WITH THE LAND. The coverants and restrictions under this Americans to Declaration of Reservicions similar on with and bind the property covered thereby and shall more to the bennett of rand be enforceasible by the SUBJUDICE, ASSULTATION or HOMBER of my property subject to this Americanism to Declaration of Restrictions, their respective legal reprocedulties, both, successors and assigns for a term of Rity (20) years from the class this Americanism to Declaration of Restrictions is recentled, after which line and coverants and restrictions shall automatically be extended for successive profile for (10) years, arises an instrument, signed by the theor OWNRES of two-times (23) of the loads has been recorded agreeing to change or territimate said coverants and restrictions in while or in part.

28. AMENDMENT OF DESTRICTIONS. The SUBDIVIDER or ASSET IATION may in its saile discretion, mostly, areas, waive or add to this Amendment to Declamtion of Restrictions, or any part thereof. The power of amendment, however, shall be findled to empty must desirate or embryosement of existing coverants and shall in no way impair the general and uniform plan of development originally set for the beginning.

(%27 ng743

7





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

ARTICLET

DEFINITIONS

Section I. All terms except ASSOCIATION which are defined in the Amendment to Declaration of MAPLE by MOD shall be used berein with the same mentings or defined in sold Amendment.

Section 2. ASSOCIATION account herein, abail mean Homeowners' Association.

Section 3. Amendment to Deckmulon of Benchriftens for a Portion of MAPLE WOOD shall be preferred to herein as MAPLE WOOD ISLE HESTRICTIONS.

ARTICLEU

LOCATION OF PRINCIPAL OFFICE

Section I. The principal office of the ASSOCIATION about the located as: 2300 University Drive, Comi Springs, Florida 33904 or at such other place or may be established by resolution by the Board of Direction of the ASSOCIATION.

ARTICLEIN

VOTENG REGIEWAND ASSESSMENTS

Section 1. Every person or outly who is no OWEER of a tot, including the SCHINVIDER, at all times as long as it owers any property subject to the Maple Wood labe Restrictions, shall be a MEMBER of the ASSOCIATE — or late of the subject to the following such increase only as a security for the person are of an object to the following the person of the

Section 8. Assessments and instillments thereof not paid when the shall have interest from the date when the multipaid at the rate set forth in the hisPLR WOOD INLE RESTRICTIONS, and shall result in the surpension of voting privileges desing my period of such monogyment.

ARTICLE IV

HOARD OF DIRECTORS

Rection 1. A registry of the Board of Discountain constitute a quarton to transact insinces at any meeting of the Board, and life action of the majority present at a meeting at which a quarton is present shall constitute the action of the Board of Directors.

Presery sent commute the extens of the issues of interests.

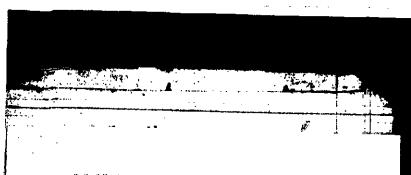
Section 2. Any vacancy occurring on the Board of Directors because of death, resignation or other revolution of services of my Director, shall be filled by the Board of Directors except that SUB-DFIDER, to the exclusion of other NEMIRES and/or the Board Board, shall fill any vacancy created by the death, resignation, removal or other tetrahation of services of my Director appointed by SUB-DFIDER. A Director appointed in fill a vacancy shall be appointed for the margined term of his preducessor in office and until his successor shall have been elected mad/or appointed and qualified.

articls y

SLECTION OF DIRECTORS: NOMINATING COMMITTEE: RESCTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the MEMBERS or their provides may coat, in respect to each vacance, as many writes 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.

1927 mg 745



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

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Breetons, and two (2) or more MEMBERS of the ANNEXISTION. The Nominating Committee shall be appeared by the Heart of Directors prior to each mound meeting of the MEMBERS deserve founds close of each manning meeting and the close of the next animal meeting and the close of the next animal meeting and the close of the next animal meeting and sach

Section 4. The Royalinating Committee shall aske as many nominations for election to the Board of Directions at I shall in its discretion determine, but not less than the number of sucurios that are to be filled Royalination shall be placed on a written balled as provided in Section 5 and shall be made an advance of the time fixed in Section 5 for the national of such ballots to MRMIKAS.

acre of me three insection of the space of memory of some insections of stream and the state of the shall (a) describe the vacancies to the filled (b) describe the vacancies to be filled (b) set forth the names of these modified by the Nordanting Connection for such vacancies, and (c) carain a space for write-in vote by the SEABRIST for each vacancy.

Such indicasted be prepared and mailed by the Secretary in the MEMBERS at least (wenty-one (2)) obys in advance of the date set forth therein for a return (which shall be a late not later than seven (7) days before the amount meeting or special meeting called for elections).

(7) days before the annual meeting or special meeting called for circulous.

Section 6. Each MEAISER sind receive as many indicts as he has values. Notwittsmanding that a MEAISER ample or entitled to assert a text, by shall exercise on any one balls only one (5) were for each various shown thereon. The completed hallons shall be placed in a scaled curvelupe marked "BALLOT" has not marked in any other way facts such "BALLOT" cavelupe shall contain only one (1) buffer, and the MEAISER shall be added that, because of the weithful and appropriate the second of the second of the second special contain only one (1) buffer, and the MEAISER shall be added the hist, because of the weithful and specially in creature, start "BALLOT" cavelupe, or cavelupes shift shall shaped in the return, start "BALLOT" cavelupe, or cavelupes shift the MEAISER or his proxy is excrebing more than one wise), shall be placed in another scaled environe which shall have only a start of the MEAISER or his proxy, he snawer or buffer shall have only a start of the shall have been a start of the start of the start of the proxy, he snawer of unloss to ingreduced and age to the other necture of the MEAISER or his proxy, he snawer or buffers to be returned and age of the start of Directors may become will serve to existing a start of the start of Directors may become will serve to existing a start of the server of the MEAISER. As existing the returned to the Necretary at the address of the ASSOCIATION'S offices, or at such other midross as

Clessguated upon even name.

Section 7. Upon receipt of each return, the Secretary shall immediately place it is a safe or other focked container until the day set for the annual or other aspectal investigat which the elections are to be held. On that day the external cavelupes containing the "BALLOT" envelopes shall be intract over, temperact, to an Election Committee which is shall causes of the members of the Membradian (a) establish that the number of cavelupes marked "BALLOT" carresponds to the number of cavelupes and the second of the MEMBER or his proxylecutified on the outside cavelupe containing them.

then;
(b) that the algorithm of the MEMBER of his proxy on the outside envelope is genuine; and
(c) if the care is by proxy that a proxy has been filed with the Secreony as provided in Article XI,
Secion 2, and that such proxy is with

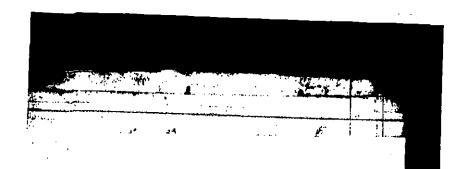
Secion 2, and that such proxy is with

Such procedure shall be taken in such monator that the vote of any ARABBER or his groxy shall not be theclassed or dayone, even the Election Committee.

beiver von

The outside envelopes shall thereupon his placed in a safe or other locked piece and the Ricctina Committee shall proceed to the usening of the "BALLIT" meetopes and the canning of the votes. If one "BALLIT" is proceed to the usening of the "BALLIT" is needed to the canning of the votes. If one "BALLIT" is proceeded to the use of the proceeding in the counted, humeristicly after the automacusent of the results, unless a review of the proceeding is demanded by the MKMBERS present, the bullots and the outside envelopes shall be destroyed.





ARTICLE VI

POWERBARD DUTIES OF THE HOMEO OF PHREE TORK

POWERBARD DUTIES OF THE HARROOF PIRECTEMN

Section 1. The Board of Directors shall have power.

(a) To call special acceptage of the MEMBERS whenever it decans necessary and it shall coll a meeting at any time upon written request of the feature of the enting membership, as provided in Article X, Section 2;

(b) To appoint and remove at pleasance all offerers agents and complainess of the ASSOCIATION, except lines appointed by \$13DIVIDE, proceine the third deliver, by the diet resupensation, and require of them anchiecurity or fishely bond as it may decay expedient. Auditing continued in these lips-lands shall the constructed to problet the employment of any BEBLERR, Cifferer or Director of the ASSOCIATION in any capacity windiscover;

(c) To establish, levy underwess, and collect the assessments as changes referred to in Article VI, Bection 2;

(d) The adoption and publish rules and regulations governing the use of the common properties and facilities and the recognit conduct of the BEMBERG and their guests thereous;

(c) To establish the state of the ASSOCIATION and powers in their guests thereous, the ASSOCIATION association to the ASSOCIATION of the Board of Directors of this ASSOCIATION shall be absent of Directors of this ASSOCIATION shall be absent of Directors of this ASSOCIATION shall be absent of Directors of this ASSOCIATION shall be absent

(f) is the event that any measurer of the Board of Directors of this ASSOCIATION shall be given from three (3) consecutive regular meetings of the Board of Directors, the Hourd may by action taken at the meeting that but which such taked absence occurs, declare the office of said absent Director to be vecant.

shaem Director to be record.

Section 2. It shall be the shap of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and exported affairs and to present a
scalement thereof to the MEMIRERS at the named secting of the MEMIRERS of a lary special
meeting when such is requested in writing by stor-fourth (14) of the writing mentioratily,
so provided in Article 3, Section 2;
(b) To supervise all officers agents and employees of the ASS/CLATION, and to see that their
diffice are properly performed;
(c) As more fully provided in the MEPLE WOOD BRE HERTRICTIONS;
(d) To fix the amount of the assessment applicate the LLTF for each assessment period at
least thirty (30) days in advance of such these or period and, at the same time,
(a) To prepare a route of MAPLE WOOD BRE BRATATION and shall be open to imprecious
by any MEMIRER, and, at the same time,
(f) To send written notice of each assessment to every (WNER subject thereto.
(d) To bessee, are to cause an appropriate of effects to sens, approachement by any person a certificate
secting forth whether any assessment has been paid. Such certificate shall be conclusive
reddence of my assessment therein mared to have been paid.

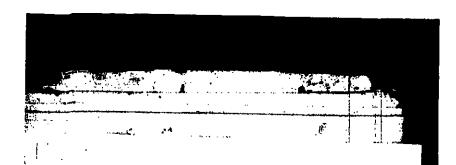
ПРЕСТОВУ МИКТІМІЯ

Section I. A regular meeting of the Hourd of Directors shall be held on the second Manday of each mouth at 7:30 o'clock PM, provided that the front of Directors may, by resolution, change the day and hour of holding such regular meeting.

bection 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall full upon a holiday he receiting shall be belief the same hour on the first day following which is not a holiday, and no notice thereof need he given.

Section 3. Special meetings of the Board of Unretons shall be held when called by any of fiver of the ASSOCIATION or by any isso Directors after not less than three (3) this is notice to each Directors.

线 1



Rection 4. The transaction of any husiness at any meeting of the Boneri of Directors, however called and noticed, or wise reversitely, shall be as write as though made at a meeting day held after reducted and indired for gatorius is present and if other before or after the meeting, each of the Brectors and present again as written maker of notice, or a content to the helding of such meeting, area approval of the infinite thereof. All such waters, come not or upproved shall be filed with the curponte recordinate made part of the allocate of the meeting.

Section & The exploity of the tional of Directors shall constitute a quorum flerest.

ABTICLE VIII OPFICERS

Bestion i. The Officers shall be a President, a Vice President, a Secretary and a Tressage. The President shall be members of the Bourd 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 simil produce at all investiggs of the floard of Directors shall see that orders and resolutions of the Board of Directors are curried out and sign all notes, dricks, longer, 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 obsence.

Section 5. The second assumption of the content of the resonant management of the resonant management. Section 5. The second of the resonant large the universal of all proceedings in a book to be kept for the purpose, the sind skip off conflictions of itembersal of the shall keep the receives of the ARSOCIATION. He skill record in a book kept for the purpose the notices of the Section 3. The skill record in a book kept for the purpose the notices of the Section 3.

na registered by such MBM/ERS (see Article X, Section 3).

Section 1. The Treasurer shall receive and deposit in appropriate bank accounts all modes of the ASSC/ATRON and shall datance such funds on directed by resolution of the Heatel of Receiver, prevailed nowever, that a resolution of the Board of Hectors shall not be precessory for disharcone, prevailed nowever, that a resolution of the Board of Hectors shall not be preventery for disharcone made in the ordinary course of bushiese conducted within the limits of a bushest unbot of the ASSC/ATRON (S, portfeed that such decise and notes shall also be spired by the Position or the Vice President. The Insource shall keep proper hooks of second and cause on around angular of the ASSC/ATRON banks to be made by a certified public accountant at the completion of each facult year He shall prepare an anomal middle and manual hall note sheet statement and the budget and induce sheet statement shall be presented to be needed.

ARTICLEIN COMMETTERS

Section I. The Standing Countities of the ASSOCIATION shallbe:

(a) The Recreation Countities:

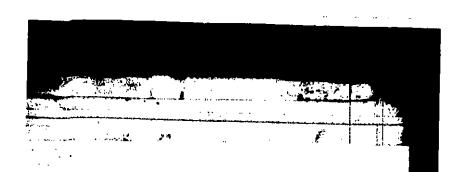
(b) The Maintenance Countities:

(c) The Architectural Countities:

(d) The Publicity Countities:

(e) The Publicity Coun

Section 2. The Secretation Committee shall advise the Board of Directors on all matters going to the recreational program and activities of the ASSECTATION and shall perfure such other functions as the Board, in its discretion, determines.



Rection 3. The Maintenance Committee shall adding the Board of Directors on all uniters percations to the maintenance, report or [approverpent of MAPLE WITED DILE and facilities of the ASMOCIATEM, and shall perform such other functions as the Board, in its discretion, determining.

Section 6. The Artificetural Control Committee of the Hoord, in his discretical, determines the Review of the Artificial Review of the Major Wood late Restrictions. FLORIDA NATIONAL PROPERTIES, INC. stell appoint the neutron restriction of the Major Wood late Restrictions. FLORIDA NATIONAL PROPERTIES, INC., and such for any proposate, programs or excitetors which may be not apply who the Artificial Review of Market WOOD INLE and shall advise the Board of Directors regarding ASSOCIATION action can see in utera.

Section 6. The Publiciny Committee shall inform the MEMBERM of all activities and functions of the ASSUSATION and shall, after consulting with the fourt of filter tons, make such public releases a not announcements as are in the best interests of the ANNIM STATION.

Section 2 The Finance and Audit Committee shall supervise the munical sudit of the ABSOCIATIONI brokesued approve the munical budget and budget shall be miscoling at the regular singular singular shall be capacitied. The Treasurer shall be an ox officio member of the Capacities.

Sections with the exception of the Sominations Committee and the Architectural Control
Committee, but then only no to those functional that are growned by the MAPLE WOOD BLE RESTRICTIONS), each committee shall have power to appoint a subcommittee from among its measurable and may degate to any such anheotomittee shy of its powers, dulkes and function.

after may obegate it may need an occupantive may as its powers, comes near maximus.

Section 8. I shall be the duty of each controlline to receive complicate from MEMBRIM on a ry matter involving ASSOCIATION for extractions, thates, and sellections which is food of responsibility. It shall dispuse of such complicate as it decreas appropriate or refer them to such other controlline. Director or lifteer of the ASSOCIATION as is further controlled with the matter presented.

антиська Ментипаны меменен

Beeton I. The regular manual seculing of the MRMBER's shall be held on the second Threaday of the month of January in each your, at the hour of 7:30 o'clock RM. If the day for the manual inveiling of the MRMBER's shall fall upon a holding, the meeting will be based at the same hour on the first day following which is not a holding.

Scelina 2. Special meetings of the MEMDERG for any purpose may be called at any time by a say two at 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 centre monsteredip.

PALSE Arigo to the other courts (144) of all of the votes of the entire months only.

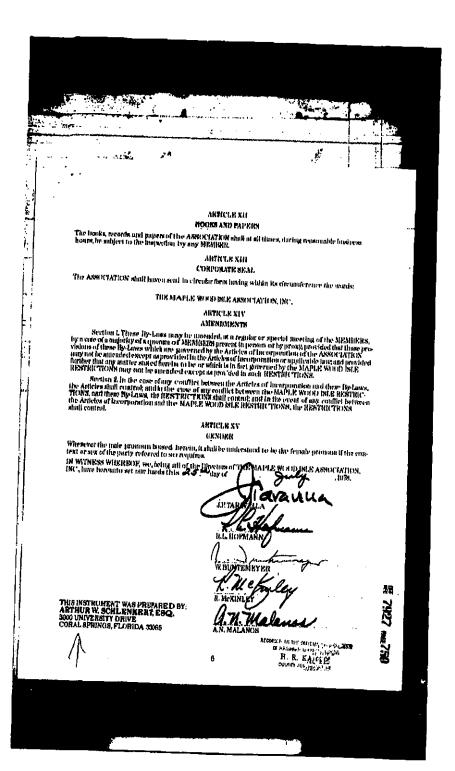
The court of the court of the courts of the court of the court

Section 4. The presence at the moeting of MEMIRES entitled to cast, or of grazies entitled to be east, one third (18) of the votes of the entire membership shall constitute a quorum for any action governed by those By-Laws. Any action governed by the Articles of incorporation or by the MAPLE WOOD ISLE RESTRICTIONS, shall require a quorum as those in provided.

ARTICLE XI

PROXIES

Section I. At all corporate meetings of MEMBERS, each MEMBER may vote in person or by proxy. Section 2. All prostes shall be in writing and filed with the Secretary. No proxy shall extend beyond specied of eleven (1) months, and every proxy shall automatically crase upon sale by the MEMBER of its lot or interest therein in MAPLE WOOD 182.



and the second second second second

Car Bridge Comment

1.7

12(12)

84-144923

DECLARATION OF RESTRICTIVE COMMENTS FOR LOTS 33 AND 34 IN BLOCK B OF HAPLE MOOD

WHEREAS, Florida Sational Properties, Inc., a Florida Corporation (hereinafter referred to as "Declarant FMP") and, Harvey to as "beclarants Kleinnan, Ale wife (hereinafter referred to as "the Declarants Kleinnan or to as "beclarants Kleinnan") (peclarant FMP and mediarents Kleinnan the mediarents Kleinnan or the collectively referred to as "the Declarants") are the collection of the Declarants of the mediarents of the City of Coral Springe, Broward County, Florida, sometimes hereinafter referred to as the "lend", which are more particularly described hereinbelow, to wit:

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

WHEREAS, the Declarants intend to emblect the land to certain restrictive covenants and limitetions as hereinafter land and in order to insure the most beneficial development of the land and in order to prevent any such uner thereof as aight tend to disinish the salue or pleasurable enjoyment thereof or the value or pleasurable enjoyment tof the surrounding properties, and

WHEREAS, Declarants Kleinman have acquired fee simple title to Lot 36 in Block 8 of WAPLE Wood which lot has a single family detached dwelling house erected thereon, and

MHERMAS, Declarant PMP is simultaneously with the execution hereof conveying Lot 33 in Block 2 of RAPL2 WOOD to Declarants Kleinman shall construct a tennis court thereon, and

MHEREAS, it Is the intent of Declaranto that the tennie court to be constructed on Lot 33 in Block E of MAPLE WOOD become an appartenance to the dwelling house on Lot 34 in Block E of MAPLE WOOD:

NOW THERBPORD, the Declarents hereby declare that the following restrictive covenants are hereby imposed on the land as

ARTICLE I

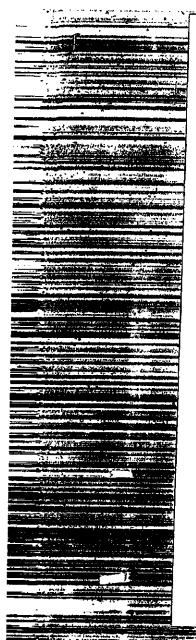
grecial Protective Restrictions

recording of this instrument the land shall not be conveyed other of one continuous parcel and protestant Refinant, their heirs, and it is not be conveyed other of one continuous parcel and protestants Refinant, their heirs, and representatives, successors or assigns, shall not for said of the land, but shall hold or alienate or device a portion or portions of the land, but shall hold or alienate the same only as one continuous and the same only as one continuous of the land.

B. In the event that, subsequent to five (5) Years from Section 25 the date of recording of this instrument, the land is to be conveyed to the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section of MAPLE WOOD shall not be section 25 the section

ذي :5

٥, 2 ٠.



conveyed to sayone other than the fee simple title holder of Lot 32 in Block 8 of MAPLE MOOD for the purpose of supporting a termin court thereon.

C. In the event that, subsequent to five (5) years from the date of recording of this instrument, Lot 33 in block B 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 B of MAPLE WOOD, that implements as a subsequent of the service coult on Lot 33 in Block B of MAPLE WOOD shall be removed, and the lot returned to its natural state or a single family datached Guelling house constructed thereon.

bours of 10:00 P.M. to 8:00 A.M. each day, nor shall play occur during these hours.

8. These restrictions and covenants shall run with and be ind covered hereby and shall inure to the benefit of and be enforceable by beclarant PMP or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and scalens.

ARTICLE II

Enforceability

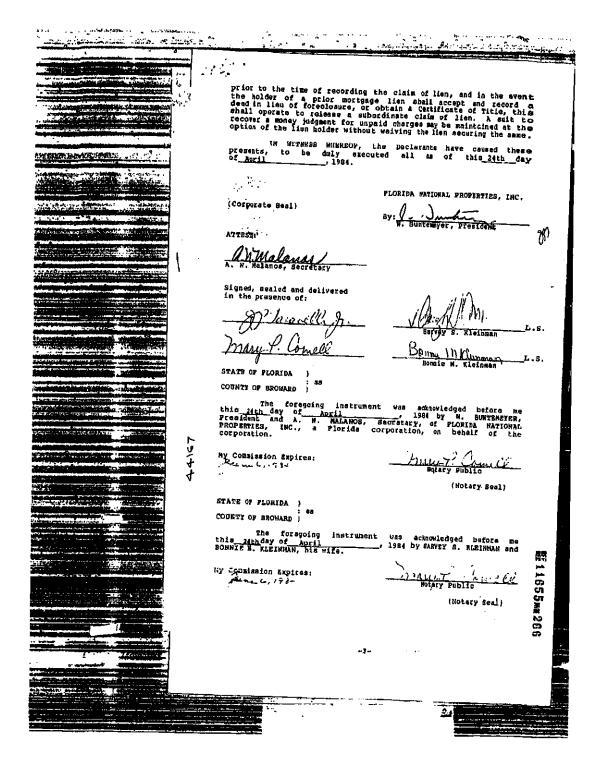
A. Each and all of the restrictions shall be enforceable by injunction or such other form of action available to the parties aggrieved, including Declarant FMP, their ascessors or assigns. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other of the 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 PNF 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 any covenant or agreement herein contained shall give Declarant far, in addition to all other remedies, the right to shter upon the land upon which such violation or breach exists, and summarily to abute and remove, at the expense of the owner thereof, any thing or condition that may be or exist thereon contraty to the intent and meaning of the provisions bereof; and Declarant MF shall not thereby be deemed quity of any manner or traspass for such entry, abatement or removal.

D. In the event Declarant PNF does or contracts to do any abatement or removal more particularly described in the preceding paragraph hereof, then Declarant PNF shall have a lien against the lot for which such abatement or removal is performed, which may be foreclosure of mortgages upon real property. Declarant FNF's lies aball be effective from and after the time of recording in the public Records of Broward County, Florida of a claim of lien. Such lieu shall bear interest at the highest rate paraitted by last from the date of recording until paid. Except for interest, duch claim of lien shall include only unpaid abatement and removal charges due and payable to Beclerant FNF, or its successors or assigns, when he claim of lien is recorded, together with all coats incoursed to sustained by the lien claimant in perfecting and enforcing such liens, 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 FNA approved mortgage lending institution, recognized pension fand investing in mortgages or federal or state savings and loan association having a first mortgage lien upon a lot) recorded

11655mg265



CORAL MERGES STORY
CORAL MERGES STORY 194 St. 92

DECLARATION

81-291007

RESTRICTIVE COVENANTS

WHEREAS, MANNE PROPERTIES, INC., a Florida corporation, hereinafter referred to as "boclarant", is the owner of those curtain lots of land situate, lying and boing in the City of Coral Springs, Broward County, Florida, nometimos hereinafter referred to as the "land", which are more particularly described hereinbolow, to wit:

Lots 63 and 64 in Alook R 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 cribed, in order to insure the most beneficial devolopment of the land and in order to prevent any such use thereof as might tend to valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment properties;

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

NMEREAS, it is the intent of Declarant that the tennis to the dwelling house on Lot 63 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. Por 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 end 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 devises 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 then, in that event, the tennis court on Lot 64 in Block E of MAPLE WOOD, MAPLE WOOD shell be removed, and the lot returned to its natural on.

9850

- 2 -

D. These restrictions and communits shall run with and bind the land covered hereby and shall inere to the bunefit of and be enforceable by the Daclarant, Florida Matienel Properties, Inc., a Florida corporation (hereinafter "PMP"), or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective logal 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 peciacant, or to PNP, 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 Declarent, and/or PNP, 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 FNF does or contracts to do any abatement or removal more particularly described in the preceding paragraph hereof, then Declarant and/or FNF 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 FNF'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 be are interest at the rate of fifteen (15s) percent per annum from the date of recording until unpaid abatement and removal charges due and payable to the Declarant and/or FNF, 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 FNA approved mortgages lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association having a first mortgage lien shall accept and record a deed in lieu of foreolosure or obtain a Certificate of Title, this shall operate to release a contain a Certificate of Title, this shall operate to release a contain the claim of lien, and in the event the holder of a prior PNR mortgage lien shall accept and record a deed in lieu of foreolosure or obtain a Certificate of Title, this shall operate to release a contain a Certificate of Title, this shall operate to release a contain a certificate of Title, this shall operate to release a contain the claim of lien, as suit to recover a money judgment for unpaid charges may be maintained at the option of the lien holder of a prior PNR.

IN WITNESS MHEREOF, MANNE PROPERTIES, INC., has caused these presents to be executed in its mano, and its corporate seal to be herounte affixed, by its proper officer thereunte duly authorized, all as of this it day of its last it, A.D., MANNE PROPERTIES, INC. VW 2 President STATE OF FLORIDA) 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 My Commission Expires: (Notary Seal) 777 777 572**8** 7774 21 -- 1088 Gregory S. Sollitto SAAL SPRING PLUMA SECRET INC. ECONOMISM OF STANK

∰ 9850 m²

Shie Instrument Prepared By/
Shorted and Naturn to:
Sicheel R. Flam, Enquire
Florids Rational Properties, Inc.
3100 University Drive
Corel Springs, Florids 33045

91044181

DECLARATION OF RESERVOIS AND PROTECTIVE COVERNMENTS

("Declaration") made the lift day of Thomas orthogram properties of the lift o

RITERREPERE

("Garois"), are the record owners of the following real property county, plorids:

Lots 18 and 15, in block 2, of Maple Moon, according to the Flat thereof, as recorded in of Sroward County, Florida

(collectively, the "Lots"); and

.

on the hereinabove described Lot 19 ("Lot 19") and the Garois's design to Construct a besis court on the hereinabove described Lot 18 ("Lot 18") as an appartenant use to Lot 19; and

Exercise, PMP has received for itself and has also granted to Cosan Mile Association, Inc., a Floridas comporation (*CMR*), contain powers and duties of operation, administration encorosement and plan approval, as more fully descorbed in the Association of Restrictions for Maple Mode, recorded in Official Records Spok 8999, at Page 269 through 272, inclusive, and the through 788, inclusive, both seconds for a Portion of Replace through 788, inclusive, both of the Public Records of Replace County, Florida (collectively, the "Restrictions"); and

dries under the Eastriction include the right of either My or consent) to requirement of the other entity's joiner and the construction thereon; and

Gardia constructing a tenut court on Lot 18, subject to the conditions hereinefter stated, reservations, covenants and

mon, exemplose, New, on behalf of itself and ONA, hereby declares that (in addition to the Restrictions), the Lote Shall be held, transferred, sold, ourseled and compiled subject to the

Page 1 of 4

MRF:BJK:021091

. **3**1 -

.

<u>⊿</u>

METTOWN 1

General Postrictions

PROPERTY OF PERSONS ASSESSED OF THE PERSON O

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

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

(i) the tannis court shall be removed from Lot 10 within thirty (30) calendar days from the date of conveyance of thichevar of Lots 18 and 19 is first transferred or conveyed; and

transferred or conveyed; and

(ii) either (a) a single family detached dwalling unit shall be constructed on Lot 18 in accordance with shall be constructed on Lot 18 in accordance with the terms, provisions and conditions of the Seathfulling, and completed to the estisfaction of either FMP or GMA (whose approval shall not be after, commencing ead construction, or (b) landscaping material shall be installed on Lot 18 in landscaping material each lot 18 vil be for the landscaping material on Lot 18 vil be properly maintained in good and living condition (as properly maintained in good and living condition (as condition, for the landscaping material shall mean that term is hereinafter defined). "Good and living condition," for the landscaping material shall man trimming thereof, and the replacement of dead, material or the same species, height, width and quality as the remaining landscaping material with the quality as the remaining landscaping material on Lot shall be estimated to and approved by either FMP or GMA, whose decision shall be final.

1. PROPERTY OF BENEFIT THE THREE COURT ON LOT 18. No tennis court shall be constructed on lot 10 uniss and until the plans, specifications, and location on said too are first approved in writing by either FMP or ONA (whose approved shall not be unreasonably withhold).

A. An approved court shall be constructed within the building setbook area as set forth in Article II. Granal REFERENCE OF PARTY PARTY OF THE AND STEE OF BUILDING, of the aforesaid described Avandment.

B. Maquate and appropriate landscaping shall be required for an approved tennis court. The decision of what constitutes adequate and appropriate landscaping shall be sade by either PMP or OM, whose decision shall be final.

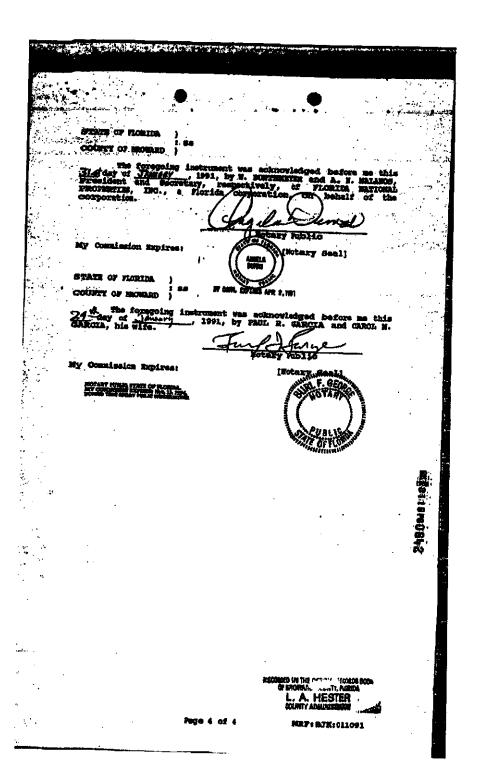
C. The tennis court shall not be illuminated during the hours of 10:50 p.m. through \$:00 c.m. each day, nor shall play occur during these hours. The maximum height of

Page 2 of 4

KRF: BJK: 011691

Page 3 of 4

MBF: BJX: 011091



AGREEMENT RELATING TO MAINTENANCE OF PRIVATE STREETS OR RIGHTS-OF-WAY AND PIXING RESPONSIBILITY POR ATTENDANCE THERETO

THIS, AGREEMENT, made and entered into this 17 day of 1, 1990 , by and between:

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

MAPLE WOOD ISLES HOMEOWNER'S ASSOCIATE AND thereinafter referred to as "ASSOCIATION".

. WITHESSETH:

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

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

and welfare; and
WHEREAS, the City Commission of the City of Octal 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. 199th 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 Haple 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 responsibility for attendance thereto; and

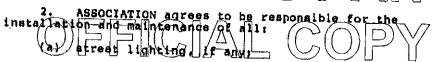
欧11753960420

WHEREAS, CITY has considered ASSOCIATION'S request, noting that each lot owner within the Haple 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 abandonments 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 relmbures CITE for reasonable expanses associated with said inspections at an agreed upon rate for the time spent on the job by CITY personnel.



- (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 Plorida 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
- B. This indemnification and hold harmless shall apply to all expenses incurred by CITY including but not limited to judgments accured, 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. Purther, 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 ignite 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 pormitted by this largesigns, 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. Purther, ASSOCIATION agrees to add CITY as an additional named insured as its extenses may appear, and to provide CITY with a certificate of itsurance. Said insurance will not be cancelled without ten (10) days prior written notice to CITY.

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 ines.

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

- 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 apent on the job by CITY personnel,
- C. Purther, 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.
- 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 I and 36 of Block "R", Maple Wood subdivision; and
 - Vestal Drive generally adjacent to Lots 1 and 73 of Blook "E", Maple Wood Bubdivision.
- 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, Plorida.
- 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.
- This Agreement represents the entire understanding between the parties. There are no representations, understandings or promises other than those expressly set forth

KT7753P60423

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, PLORIDA

ATTEST: ٧4. 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 Pixing Responsibility Therest by and through the Coral Springs City Commission and authorized to execute the same by Commission action on the day of last aforesaid this HOTARY PUBLIC STATE OF FLORIDA 1TV OCHTHERION EMP. MOV. 6,1902 SCHOOL THEU SEMERAL INE. LIND. My Commission Expires: ATTEST STATE OF PLORIDA COUNTY OF authorized by corporate action, signing this Agreement Permitting Construction and Maintenance of Private Streets or Rights Of-Way and Pixing Responsibility Thereto on the day of Chafile , 199<u>0</u>. WITNESS my hand and official seal last aforesaid this _____ day of _____ My Commission Expires: Notary Public. State of Florida My Commission Expires May 10, 1992 Booded three from - Incomence long

- 4 -

'EXHIBIT "1"

Those portions of the road Rights-of-Way for NW 18th Place, NW 18th Court, NW 19th Court, NW 98th Terrace, NW 180th Drive, NW 180th Terrace and NW 182nd 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 188th Drive South of Lot 1, Block "E", and Lot 36, Block "R", Maple Wood spanning Canal L-187

SLARDED IN THE OFFICIAL RECORDS MICH OF BROWARD COUNTY, SLORIDA L. A. HESTER COUNTY ADMINISTRATOR

THIS IS NOT AN OFFICIAL COPY

BK [7753P6042L

City of Cornt 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 PULLY DESCRIBED HEREIN

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 horeof; and

whereas, at a public hearing held on Pebruary 15, 1977, the City Commission of the City of Coral Springs considered the vacation of said mublic Fights-of-way, periminal to the vacation determined that there was no objections what spever to the vacation of said rights-of-way; and

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 Telegraphy, 1977.

CITY OF CORAL SPRINGS, PLORIDA

Walter R. Blake, Hayor

ATTES

400A

920 PAGE 47

THIS QUIT CLAIM DEED, Made and executed this /4 day of THIS QUIT CLAIM DEED, Made and executed this /4 day of 1979 by FIORIDA 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: the Grantee:

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

MITNESSETH, 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

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, situates lying and being in the county of Broward, State of Florida, to with an being in the county of Broward, State of Florida, to with an being in the county of Broward, State of Florida, to with an arrange of the county of Broward, State of Florida, to with a state of Florida, to with a state of Florida, to with the said Grantor of Broward, State of Florida, to with a state of Florida, and the said Grantor of Broward, State of Florida, which is the said Grantor of Broward, State of Florida, which is the said Grantor of Broward, State of Florida, which is the said Grantor of Broward, State of Florida, which is the said Grantor of Broward, State of Florida, which is the said Grantor of Broward, State of Florida, which is the said Grantor of Broward, State of Florida, which is the said Grantor of Broward, State of Florida, to with a said Grantor of Broward, State of Florida, to with a said Grantor of Broward, State of Florida, to with a said Grantor of Broward, State of Florida, to with a said Grantor of Broward, State of Florida, to with a said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Broward, State of Florida, and the said Grantor of Florida, and the said Grantor of Florida, and the said Grantor o

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COV-ENANTS, 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 HAS 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 thereobelonging 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.

forever.

N. Walense N. Malanos, Secretary

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.

PLOREDA NATIONAL PROPERTIES, INC.

Junkin W. Buntemeyer, Vice-President

Esther R. Blendering Leastink S. Seiter

녌

1

-മ 1

Cath deq

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. BUNTIMEYER 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. is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this /// day of with h.D.

My Commission Expires HOTARS HOME STATE OF FLORIDA ATTARDS

ACCEPTANCE

MINISTER OF TRANSPORTED STREET hereby accepts and to hereby accepts and hereby accepts and hereby pursydant to a of hirectors in Board ptobe ty

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 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 /4th day of _______, A.D. 1979.

Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE 1861 St. Less Stiller House, Shakes Stiller Stillerstate Sci her store interested

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

GRAHAM W. WATT COURTY TOTAL STRAIGH

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.

SEGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE MAPLE WOOD ISLE ASSOCIATION, INC.

RY:

37 - 37 - 37 - 37

B. Wallash

ATTEST: X Joyce ampos

Secretary

12/

STATE OF FLORIDA: COUNTY OF BROWARD:

> NOTARY PUBLIC, STATE OF FLORIDA My Commission Expires: NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. OCT.31,1994 BONDEO 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

8K19089P6028

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.

EXHIBIT "A"

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA

COUNTY ADMINISTRATOR

BK49089P60286

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:

- 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.
- 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

Sent by: LAW OFFICES OF KATZMAN & KORR 9544867782; 03/23/04 17:17; JetFex #248; Page 5/21

5581 W. Oakland Park Boulevard Lauderhill, Florida 33313-1411

954-486-7774

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

	· · · · · · · · · · · · · · · · · · ·
Sealed and delivered	MAPLEWOOD ISLE ASSOCIATION,
in the presence of:	INC.
one de la company de la compa	200
Thomas nadlill	$\Theta(\mathcal{O})$
Witness	By: Youau
Print Name: Thomas C. H.'LL	Print Name: VolANDA Spolionsky
1/ 2/ 17.2L	Its:
Shelon Greey	118.
Witness	
Print Name: Sheldon Coldbero	A) The second of
the state of the s	A STATE OF THE STA
State of Florida	
County of Broward	· 特别
of <u>May</u> , 200 by <u>Yolanda</u> SISLE ASSOCIATION, INC. who [] is personally be the persons described in and who executed the foresthey executed same.	known to me or [] produced identification to
	Judy B. Cliston
	Notary Public
My Commission Expires:	Print Name: Judy B. Clifton
	Judy B. Clifton Commission #DD303158
e god dave god dave god se	Expires: Mar 24, 2008
the fact of editions	Bonded Thru Atlantic Bonding Co., Inc.
Filed by:	
2/1//	1 10-1
June and	Huyot 1 2004 (date)
Michael E. Chaprick, Esq.	
Katzman and Korr, P.A	
Wachovia Financial Center 2nd Floor	

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"

494129020720	MADOUBANIER	
484128030730		1701 VESTAL DR
484128030740		1703 VESTAL DR
484128030750 484128030760		1705 VESTAL DR
		1707 VESTAL DR
484128030770		1709 VESTAL DR
484128030780		10050 VESTAL PL
484128030790		10044 VESTAL DR
484128030800		10038 VESTAL DR
484128030810		10032 VESTAL PL
484128030820	WEISBERG,HERBERT & GAYLE	10026 VESTAL PL
484128030830	AUERBACH,M RICHARD & LISA D	10020 VESTAL PL
484128030840		10014 VESTAL PL
404128030850	NEWMAN,ROBERT L TR NEWMAN,JO ELLEN TR	10008 VESTAL PL
484128030860	KUHN,GAIL N	10002 VESTAL PL
404128030870	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
<u>484128030980</u>	LUBACK,STEWART A 1/2 INT FA WILLOW AND F	1719 VESTAL DR
<u>484128030990</u>	ARCHER.MICHAEL S&DERPAA	1721 VESTAL DR
484128031000	ROSEN, JUDITH 1/2 INT ROSEN, JOEL	1723 VESTAL DR
<u>484128031020</u>	SMITH, MICHAEL S & ANNETTE I	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 MINR
484128031080	STREIT, PHYLLIS 1/2 INT FA BARNEA NI DEN JAMINI	10265 VESTAL MINR
404120031090	WERNER, BARRY M & SUSAN C	10267 VESTAL MINR
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 MINR
<u>484128031140</u>	BERMAN, JULIAN L & ANNE M	10256 VESTAL MINR
<u>484128031150</u>	ZEWELDI, TEWELDE & BELAINESH T	10254 VESTAL MINR
<u>484128031160</u>	DESAUTELS.GUY & PEGGY	10252 VESTAL MINR
<u>484128031170</u>	WILFONG, TOM & PEGGY	1725 VESTAL DR
484128031180	FRIEDMAN, JEFFREY L & ROESE, SUSAN M	1727 VESTAL DR
<u>484128031190</u>	LAU,BONNIE Y	1729 VESTAL DR
484128031200	LEWIS-SOLAR, ROBERTA BONNIE TR	1731 VESTAL DR
<u>484128031210</u>	CAIN, DANIEL R 1/2 INT FA REEDED I EANIDDA M	10205 VESTAL DR
464 12803 1220	DOWNING, TIMOTHY A & DOWNING ANGELINE M	10203 VESTAL CT
484128031230	MERL,BRETT & MERL,LYDIA	10213 VESTAL CT
<u>484128031240 </u>	MERL,BRETT & MERL,LYDIA	TOTAL CI
<u>484128031250</u>	SILVER.DAVID R & FRANCES	1731 VESTAL WAY
484128031260	HETTINGER, CARSON & SANDRA L	1735 VESTAL WAY
		TOO TEOTAL WAT

Maplewood Isles Exhibit "B"

484128031270	BRAWER,MARC H & BRAWER,SUSAN L	
484128031280	STOERKEL,BRUCE & COLOMBIA	1739 VESTAL WAY
484128031290	WELLS, JAMES R & BRENDA S	1743 VESTAL WAY
484128031300	GIANGRECO,FRANK & GIANET	1747 VESTAL WAY
484128031310	GIARRUSSO, THOMAS J & EMMA E	1749 VESTAL WAY
484128031320	FUCHS, LAURA M REV LIV TR LE FUCHS, S M & LAURA M	10245 VESTAL CT
484128031330	GOLD, ROY E & JANET E	
484128031340	RUIZ,IVAN VILLEGAS & VILLEGAS,JULIETA OTALORA DE	10253 VESTAL CT
484128031350	MARTI, EDUARDO H & MARTA N	10248 VESTAL CT
484128031360	RIZZO,ALFRED J & S L LIV TR LE	10244 VESTAL CT
484128031370	POZZUOLI,JOSEPH E & POZZUOLI,ROSEMARIE M	10240 VESTAL CT
484128031380	ARGOV,RAMI	1730 VESTAL WAY
484128031390		1732 VESTAL WAY
	CAMPOS, JOHN FELIX & JOYCE M	1734 VESTAL WAY
484128031410	MORMENEO, MONICA LINA	10224 VESTAL CT
484128031420	ANGELO,PAUL J II & ANGELO,BARRIE F	10220 VESTAL CT
484128031420	HOUSEN, RUSSELL & EVE	10216 VESTAL CT
484128031440	GARCIA CRAIC & RANNO CARCIA RANNO -	10212 VESTAL CT
484128031450		10208 VESTAL CT
	SCHWARTZ,MICHAEL J 1/2 INT SCHWARTZ,MELISSA V LAQUER,THOMAS E & LINDA S	10204 VESTAL CT
484128033400	DOVE OF PEACE HOLDING PIECE TO THE PEACE TO THE PE	10170 VESTAL CT
484128033410	DOVE OF PEACE HOLDING DIETZ,DAVID TR HAMUY,BENJAMIN & NAOMI	10160 VESTAL CT
484128033430	DELENO SALVATORE LA RELEVIA	10150 VESTAL CT
484128033440		10140 VESTAL CT
484128033450		10130 VESTAL CT
484128033460		10120 VESTAL CT
	WALROND,TREVOR & ROSLYN GREEN,LINDA D	10110 VESTAL CT
484128033480	WASA EDEDDIO A LODI	10111 VESTAL CT
484128033490		10123 VESTAL CT
484128033490		10135 VESTAL CT
		10147 VESTAL CT
484128033510	PONNOCK, ANDREW A & MARIA ANN	10163 VESTAL CT
484128033540		10175 VESTAL CT
484128033550		10187 VESTAL CT
484128033560		1724 VESTAL DR
		1722 VESTAL DR
484128033570	ROGOFF,ROBERT J FAM TR	1720 VESTAL DR
		1718 VESTAL DR
404120033390	HYMAN,AMY JUNE K 1/2 INT EA BREAULT,LEO E	1716 VESTAL DR
484128033600		1714 VESTAL DR
484128033610		1712 VESTAL DR
484128033620		1710 VESTAL DR
484128033630	BENEFELD, BRUCE JAY & BONNIE	1708 VESTAL DR
484128033640		1706 VESTAL DD
484128033650	CAMPANA,FRANK & GOLEBIEWSKI-CAMPANA,SELENA M	10055 VESTAL PL
404 120033000	WILDER, JERRY STEPHEN & IRIS S	10069 VESTAL PL
484128033670	BATTISTA, DANIEL W & BATTISTA, DENISE C	10075 VESTAL PL
484128033680	GULD, DEBBY A REV LIV TR GOI D GARY E TRETE	10092 VESTAL PL
494129033590	SAHAGIAN, JAMES G	10086 VESTAL PL
494129022740	WEISS, GERALD M & ARLENE T	10080 VESTAL PL
494129022720	ROTH, ALEC & MARLENE GRAY	10074 VESTAL PL
484128033720 484128033730	KLEINER, HARVEY S & ELLEN	10068 VESTAL PL
704120033/30	IACUONE,JOSEPH & KATHY	1706 VESTAL PL

CFN # 104236248, OR BK 37989 PG 1530, Page 7 of 44

Maplewood Isles Exhibit "B"

484128033740 TEPPS,JEROME L 484128033750 GALICIAN,KENNETH M & JUDITH B

1704 VESTAL DR 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

MAPLE WOOD

DECLARATION OF RESTRICTIONS THIS INSTRUMENT PREPARED BY POUPLES J. Spring 9500 W. Sample Road Coral Springs, Plorida 33065

'n,

This Declaration made this 151 day of November INC., a Provide corporation, hereinafter called SUBDIVIDER.

_____, 19 74 ____, by FLORIDA NATIONAL PROPERTIES.

WITNESSETH:

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation presently having its principal place of business in Coral Springs, Rourids, the record owner of the PROPERTY as described in ARTICLE I of this Declaration, desires to create a quality development with the OW/RERS therein.

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares that the PROPERTY described in ARTICLE I is and shall be hald, granuferred, and, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and issue hereinsfar set forth.

ARTICLE 1

DEFINITIONS

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

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

ARTICLE II

GENERAL RESTRICTIONS

- I. USE RESTRICTIONS. The lands herein described may be used for single family dwellings, and two family dwellings, and for no other purposes. No business may be exceed on said lands and no business may be conducted on any part thereof, nor shall say building or any portion of the said or maintained as a professional office. Nowthiteseding the provisional of this puragraph the SUBINIVER in any sulfice one or more shall have the right to daugnate other persons or entitles to likewise so utilize to a for a sales office or models so long as said persons or entitles own say lot in the SUBDIVISION.
- 2. SETBACK LINES AND SIZE OF BUILDINGS. All buildings erected or constructed on any lot shall conform in use, minimum square feet of floor area, and setbeck limitations according to the following table:

A 1-26 1500 25 15 5 5 5 5 5 5 5 5	BLOCK	1 45 700	MINIMUM	MINI	MUM SETRACE BEOL			
A 1-26 1500 25 15 Single Family	DEGE IC	1013	SQ. 11.	FRONT	DEAD WELL			
1	A .	1.26			ALAK	SIDE	USE	
1-11				25	15			
D	Ċ			25		- 1		
E 1-73				25				
F				25		•	Single Family	
1-94				30		-	Single Family	
H			1500	25			Single Family	
1-11			1500	25			Single Family	
1-0			1500			•	Single Family	
1.18			1500			•	Single Family	
1-18			1500			•	Single Family	
1.14			1500			•	Single Family	
N			1500			•	Single Family	
1.5			1500			•	Single Family	
N			1500			•	Single Family	
1-13		6-14				•	Single Family	
14-26						•		
1.8		14-26				•	Single Family	
Q		1-8				•	Single Parmily	
1.56 2.000 15 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 10 15 15		9-15				•	Single Family	
1-18		1-36			15	•	Single Family	
T 1.32 1500 25 15 Single Family U 1-11 1500 25 15 Single Family U 1-11 1500 25 15 Single Family U 1-12-22 1500 25 15 Single Family U 1-14 1500 25 15 Single Family X 1-11 1500 25 15 Single Family X 1-11 1500 25 15 Single Family X 1-11 1500 25 15 Single Family Y 1-17 2000 25 15 Single Family Y 1-17 2250 30 15 Single Family Y 1-17 2250 30 15 Two Family AA 1-7 2250 30 15 10 Single Family BB 1 1500 35 15 10 Single Family BB 1 1500 35 15 10 Single Family BB 2-8 1500 35 15 10 Single Family CC 1-6 1500 25 15 10 Single Family CC 1-6 1500 25 15 Single Family CC 22-25 1500 25 15 Single Family CC 23-25 1500 25 15 Single Family CC 24-28 1500 25 15 Single Family CC 25 Single Family CC 35 Single Family		1-18			15	10	Single Pamily	
1 13.4.2 1500 35 15 Single Family 1 1500 25 15 Single Family 1 1500 25 15 Single Family 1 1500 25 15 Single Family 1 17 1250 2000 25 15 Single Family 2 12.20 2000 25 15 Single Family 2 2 12.20 2000 25 15 Single Family 2 2 12.20 22.50 30 15 10 Single Family 2 2 12.20 22.50 30 15 10 Single Family 2 2 12.20 22.50 30 15 10 Single Family 2 2 2 2 2 2 2 2 2	T	1-32			15		Small Parally	
U 1-11 1500 25 15 Single Family V 1 1500 35 15 Single Family V 1 1500 25 15 Single Family X 1-11 1500 25 15 Single Family X 1-11 1500 25 15 Single Family X 1-11 1500 25 15 Single Family Y 1-17 2000 25 15 Single Family Y 1-17 2250 30 15 To Single Family Y 1-17 2250 30 15 To Single Family X 12-20 2000 25 15 Single Family X 12-20 2000 25 15 To Single Family DB 1 1500 35 15 To Single Family BB 1 1500 35 15 To Single Family CC 1-6 1500 25 15 Single Family CC 1-6 1500 25 15 Single Family CC 2-2-2 1500 25 15 Single Family CC 2-2-2 1500 25 To Single Family CC 2-2-3 1500 25 To Single Family CC 2-3-2-3 1500 25 To Single Family CC 2-3-2-3 1500 25 To Single Family CC 2-3-3-1 1500 25 To Single Family CC 3-3-1 1500 35 To Single Family CC 3-3-1 1500		33-42			15		Single Family	
U 12-22 1500 35 15 Single Family V I 1500 25 15 Single Family W I 1500 25 15 Single Family X I-11 I500 25 I5 Single Family X I-2 2006 25 I5 Single Family X I-17 2250 30 I5 I0 Single Family Z I-17 2250 30 I5 I0 Single Family X I-2 I-	υ	1-11			15		ange Family	
V 1 1500 35 15 Single Family X 1-11 1500 25 15 Single Family X 1-11 1500 25 15 Single Family X 1-11 1500 25 15 Single Family Y 1-17 2000 25 15 Single Family Y 1-17 22 1-20 300 15 10 Single Family AA 1-7 2250 30 15 10 Single Family BB 1 1500 35 15 10 Single Family BB 1 1500 35 15 10 Two Family BB 2-8 1500 35 15 10 Two Family CC 1-8 1500 35 15 10 Two Family CC 1-8 1500 25 15 10 Single Family CC 23-25 1500 25 15 10 Single Family CC 24-28 1500 25 15 Single Family CC 25-28 1500 25 15 Single Family CC 26-28 1500 25 15 Single Family CC 26-28 1500 25 15 Single Family CC 26-28 1500 25 15 Single Family CC 27 15 Single Family CC 27 15 Single Family CC 28-28 1500 25 15 Single Family CC 28-28 1500 25 15 Single Family CC 26-28 1500 25 15 Single Family CC 27 15 15 Single Family CC 27 15 Single Family CC 28-28 1500 25 Single Fam	U				15	•	Single Family	
M	٧				15		Single Family	
X 1-11 1500 25 15 Single Family X 12.20 2006 25 15 Single Family Y 1-17 2250 30 15 Two Family Z 1-20 2250 30 15 10 Single Family AA 1-7 2000 35 15 10 Single Family BB 1-7 1500 25 15 10 Two Family BB 2-8 1500 35 15 10 Two Family BB 2-8 1500 35 15 10 Two Family CC 1-6 1500 25 15 10 Single Family CC 2-7-22 1500 25 15 10 Single Family CC 2-7-22 1500 25 15 10 Single Family CC 2-7-23 1500 25 15 10 Single Family CC 2-7-24 1500 25 15 10 Single Family CC 2-7-25 1500 25 15 10 Single Family CC 2-7-26 1500 25 15 10 Single Family CC 2-7-27 1500 25 15 10 Single Family CC 2-7-28 1500 25 15 15 Single Family CC 2-7-28 1500 25 15 15 Single Family CC 2-7-28 1500 25 15 15 Single Family CC 2-7-7-28 1500 25 15 10 Single Family CC 2-7-7-28 1500 25 15 10 Single Family CC 2-7-7-7-15 1500 25 15 15 10 Single Family	w			25	15		Single Family	
X 12.20 2000 25 15 Single Family 2 2 1.10 2250 30 15 10 Single Family 2 2 1.17 2250 30 15 10 Single Family 2 2 1.17 2250 30 15 10 Single Family 3 2 2.50 30 15 10 Single Family 4 2.50 10 Single Family 5 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	x			25		:	Single Furnity	
Y 1.17 2000 25 13 Single Family 2 2 1.20 2.25 0 30 15 10 Single Family 3 2 1.20 2.25 0 30 15 10 Single Family 3 2 1.20 2.25 0 30 15 10 Single Family 3 2 1.20 2.25 15 10 Two Family 5 10 10 Single Family 5 10 10 10 10 10 10 10 10 10 10 10 10 10				25			Single Family	
Z 1230 30 15 Tvo Family 3 5 10 Singh Family CD 15 15 15 10 Singh Family CD 15 15 15 10 Singh Family CD 15 15 15 15 15 15 15 15 15 15 15 15 15				25		:	Single Family	
CC 1-6 2000 25 15 Stagle Family CC 7-22 1590 25 15 Two Pamily CC 33-25 1500 25 15 Two Pamily CC 25-25 1500 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 15 15 Single Family CD 25 15 Single Family Single Family CD 25 15 Single Family Sin				30			Two Family 2 =>	
CC 1-6 2000 25 15 Stagle Family CC 7-22 1590 25 15 Two Pamily CC 33-25 1500 25 15 Two Pamily CC 25-25 1500 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 15 15 Single Family CD 25 15 Single Family Single Family CD 25 15 Single Family Sin				30			Single Family	
CC 1-6 2000 25 15 Stagle Family CC 7-22 1590 25 15 Two Pamily CC 33-25 1500 25 15 Two Pamily CC 25-25 1500 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 15 15 Single Family CD 25 15 Single Family Single Family CD 25 15 Single Family Sin				35			Siagle Family	•
CC 1-6 2000 25 15 Stagle Family CC 7-22 1590 25 15 Two Pamily CC 33-25 1500 25 15 Two Pamily CC 25-25 1500 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 15 15 Single Family CD 25 15 Single Family Single Family CD 25 15 Single Family Sin				25			Two Family	,
CC 1-6 2000 25 15 Stagle Family CC 7-22 1590 25 15 Two Pamily CC 33-25 1500 25 15 Two Pamily CC 25-25 1500 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 150 25 15 10 Single Family CD 25 15 15 Single Family CD 25 15 Single Family Single Family CD 25 15 Single Family Sin							Single Family	
CC 1-22 1500 25 15 Sungle Family CC 23-23 1500 25 15 Two Pamily CC 23-23 1500 25 15 Single Family CC 26-28 1500 25 15 Single Family CC 27 1500 25 15 Single Family CC 27 1500 25 15 Single Family CC 25 Single Family CC 2							Single Family	-
CC 23-25 1500 25 15 Two Family CC 26-28 1500 35 15 15 Single Family CC 26-28 1500 25 15 10 Single Family CC 27 15 1500 25 15 Single Family CC 27 15 1500 25 15 Single Family CC 25 15 15 Single Family CC 25 15 15 Single Family CC 25 Single Family CC			2000				Single Family	
CC 25-23 1500 35 15 Single Family 20 10 13-15 1500 25 15 10 Single Family 20 13-15 1500 25 15 10 Single Family 20 13-15 1500 35 15 10 Single Family 20 13-15 1500 25 15 10 Single Family 20 13-15 1500 25 15 10 Single Family 20 1-16 2000 25 15 10 Single Family 30 16 16 16 16 16 16 16 16 16 16 16 16 16			1500				Two Family	_
DD 48-28 1500 25 10 Single Family DD 10-12 1500 25 15 15 Single Family DD 10-12 1500 35 15 Single Family DD 10-15 1500 125 15 15 Single Family DD 11-15 1500 125 15 Single Family DD 11-15 1500 25 15 Single Family DD 11-15 1500 25 15 Single Family DD 11-15 1500 25 15 Single Family DD 11-15 1500 125 15 10 Single Family DD 11-15 1500 125 15 15 10 Single Family DD 11-15 1500 12			1500			•	Single Family	
DD 10-12 1500 25 15 Single Family 25 15 15 Single Family 26 15 15 15 Single Family 27 1-15 1500 25 15 Single Family 27 1-15 1500 25 15 Single Family 27 1-15 1500 25 15 Single Family 3 Single			1500			10	Single Family	:
DD 13-15 1500 35 15 Single Family BE 1-15 1500 25 15 10 Single Family 1-15 1500 25 15 Single Family 1-16 2000 25 15 Single Family 1-16 2000 25 15 Single Family	P		1500				Single Familie	
#E 1-15 1500 25 15 Ostaple Family 1-16 2000 25 15 10 Single Family 25 15 15 10 Single Family 25 15 15 15 15 15 15 15 15 15 15 15 15 15	P		1500			•	Single Family	
77 1-8 2000 25 15 Single Family 25 15 10 Single Family	D D					10	Single Family	
1-8 2000 25 16 10 Single Family	EE.					•	Single Family	•
() 25 If only coming comi	7"	1-B				10	Single Commit	
10.7h	1			25	15		Two Party 1000	
	-		ľ	1	•		10. M	- 1
	p			1			19 //	À
				<u> </u>				À

PAGF 269

CFN # 104236248, OR BK 37989 PG 1533, Page 10 of 44

*Lo \$\text{ having 75 feet or less front width shall have a minimum side extents of 7-1/2 feet. Lots having greater than 75 feet front width shall have a minimum side extent of 8-1/2 feet. Lots having 85 feet and greater front width shall have a minimum side extent of 1-40 feet.

"Conser hate having less than 100 feet front width shall have a minimum atract side astback of 20 feet. Corner lots having 100 feet or more front widt fi shall have a minimum atract side actback of 25 feet.

Note: Two Family Residences to Include Single Family Residences.

**frame inits shall have a ten foot (10") landscape strip along Coral Springs Drive and the minimum total rear setback shall be twenty feet (20") as mean-west from the reas lot lines. There shall be no ingress or egress parmitted 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 bord sting 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 SFUBDIVIDER 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 wateries, may be kept on file by the SUBDIVIDER or ASSOCIATION to establish the setback lines as approved.

No building shall be created over a height of 30 feet

3. P.S.ANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind, including additions, alterations, pools, fences, walls, paties, terraces or barbecue pits shall be erected or altered until the plans and specifications, location and plot plan thereof, in detail and so scale, shall have been submitted to and approved by the SUBDIVIDER or ASSOCIATION in writing before any construction has begun. Pallu it to submit the plans, specifications, location, and plot plans, in detail and to scale, or failure to acquire the approval of the SUBDIVIDER or ASSOCIATION shall then have the right to proceed in the courts to compel a mandatory indunction requiring any construction done without approval to be foun 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, plum bing and electrical requirements of all regulatory codes. It is 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 or ASSOCIATION will assume any responsibility in this regard before, during, or after construction on any cof the Joss in this SUBDIVISION. The aforementioned technical data must be detailed on the final plans and apecifications 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 dealed by SUBDIVIDER or ASSOCIATION, neither SUBDIVIDER nor ASSOCIATION shall assume any liability for any loss that might be sustained by OWN ER.

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 ceder 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 moding surfaces to 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 it to the rest of the dwelling. Notwithstanding the above, a manaced roof or a flat roof located elsewhere than to the rest 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 rest of the building. Refusal of approval of plans and specifications, locations and plot plan, by the SUBDIVIDER or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute telescretion of the SUBDIVIDER or ASSOCIATION.

The plans and specifications shall contain a plot plan to acale with adequate provision for landscaping, including the planting of trees and shrubar us the lot. The determination of whether adequate provision has been made for landscaping ashall be at the sole discretion of the SUB-DIVIDER or ASSOCIATION. Landscaping as required shall be complicated at the titue 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 axes pt as approved on the plot plan of the plans and appetifications. The location and type of mellbox 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 sits plans had upon the plans and specifications, and sits plans had upon a distinction, fences and walls, the SUBDIVIDER or ASSOCIATION will have the right to obtain a mandatory injunction to true down any structures built or a prohibitory injunction against any person or entity in violation of these centrations.

All areas and 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 pwing of any type shall be used as any use has a part of the landscappe glan. 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, bright 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 material, and are on file with the SUBDIVIDER or ASSOCIATION shall have the right to sates 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 trapess. Should the SUBDIVIDER or ASSOCIATION exercise its right to install and/or maintain the said landscape actips, 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 in payment thereof shall be due and payable to the such payment within said thirty (39) days from a written request to the OWNER in or pay same. Should the OWNER fail to make such payment within said thirty (39) days from a written request to the OWNER in or pay same. Should the OWNER fail to make such payment within said thirty (39) days period, these the BubBIVIDER or ASSOCIATION shall have a sten for the cost of the installation and/or maintenance. The lien shall be impressed upon the lot of the OWNER across which the landscape atrip iles.

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 destruct to the garage, the garage door shall remain closed. In the atternative, SUBDIVIDER or ASSOCIATION may require an auxiliary door for the garage area.

3. 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 times 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 continued on any lot until it 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 circums. 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 rightsof-way unless OWNER receives written permission from the Coral Springs Improvement District.

6. ANTENNAS. No outside anismus, poles, masts, electronic devices, or towers thall be permitted unless approved to writing by SUBDIVIDER or ASSOCIATION.



- 7. ACCEMENT OR TEMPORARY SUILIBRIES. He tests and no mentiony or temporary buildings or structure shall be per applicated in witing by SURGEVIDER or ASSOCIATION. The SUIRISVEDER may, upon a request of the CHYSEL, permit is temporary for the construction, and its size, apparament, and temporary location on the property most the apparent by SURGEVIDER in application to be used in analysection with this temporary construction facility most also be approved by the SUIRISVEDER in writing.
- B. GARBACE CONTAINERS, OIL AND GAS TANES, AIR CONDITIONERS. All prohaps and truth containers, oil tambs, buttled po tumbs, eschaeling poil equipment and because, must be underground or planed in validable seen to that they shall not be visible from any attent or and property. All attentionally under property. All attentionally units shall be shalled and analysis for CONTER. All attentionality units shall be shalled and understand by the CONTER. All attentionality units shall be shalled and
- 9. CLOTHES DRYING AREA. No custom circles drying one shall be also
- METHOD OF DETERMINISHOS SQUARE FOOT AREA. The motived of determining square fact one of proposed builds statistics and colorposess districts shall be to readilyly the untilth horizontal districts of the color of
- SECURE. No signs shall be seared or displayed on any let or on any structure, when the placement and observing, faces, also, and time of stock dips to find approved in unling by SURGIVIDER or ASSOCIATION. We five standing signs shall be permitted unless approved the publication of the property of the
- whiles by ULDDIVIDER or ARROCIATION, find signs must she centerm with load repulsion; ordinance.

 ARROCIATION, is orise to supplement the public fundation and services that may be furnished by the lovel governments, and in order to this public fundation and services that may be furnished by the lovel governments, and in order to the public fundation and services that may be extended by the ARROCIATION that measures or distributed by the ARROCIATION is authorized by the ARROCIATION as prevented to content for the substantiant of a value plant and analysis species, as a particular to the substantiant of an absolute the supplement of the content of the substantiant of a value plant and analysis species and analyses server species, as the substantiant of the SURDIVISION. Each OWNER shall be instantiant by the SURDIVISION, and provides the first analysis of the substantiant of the substantiant of the ARROCIATION in its not discussion. Payment did appropriate to the substantiant of the ARROCIATION in its not discuss. Payment did appropriate to the substantiant of the ARROCIATION in the substantiant of the ARROCIATION of the substantiant and the empendature analysis, note substantiant of the ARROCIATION of the substantiant and the empendature analysis, note assessment of the ARROCIATION and substantiant and the oppositions are substantiant and analysis and substantiant of the ARROCIATION and substantiant and the oppositions. But an discrete the substantiant of the ARROCIATION and substantiant and the empendature analysis, notes assessment of the ARROCIATION and substantiant in the substantiant of the ARROCIAT
- for approval prior to commencement of constitution.

 13. MARITTENANCE OF PRIMISES. In order to maintain the attendance of the SUBMIVISION, no words, underbrank, or other manipalty growthee that he permitted to proce or remain upon may hand, and no referes to supplied, objects shall be ableased to be placed or suffered to remain the property of the process of the company of the process of the company of the process of the company of the process of the objects of confirmation, and all suffered to the constitution, and all buildings and structures of the manipality made test constitution, and all buildings and instructions of the constitution of the submittening to the submittenin
- Programmed to do so by the SURDIVIDER or ASSOCIATION, then the payment requested studi to a live on one time.

 MAINTENANCE ASSESSMENTED is most to make the translation the standards of the disserted band and the surrounding over, and in order to supplicable points from the foliation and covious to be furthful by the SURDIVIDERS and/or ASSOCIATION or any lawful artifactive, we will as no the interest of the SURDIVIDERS and or ASSOCIATION or any lawful and the surrounding over, and in order to surround the part of the SURDIVIDERS and association of the SURDIVIDERS and association of the SURDIVIDERS of the SURDIVIDER
- KEFECT OF NOR PAYMENT OF AMERICANENT, If the measures is herein provided are not paid on the date when due, then noch me not shall become delinguous and shall, together with indepent at the highest legal rule and custs of collection technique presentable attempts? In commission as continuing lies on the property which shall had such property in the beach of the fine OWERS, his, devience, provide constitution and analysis with the personnel obligation of the thirs OWERS, his personnel obligation in set forth in puragraph 14 here.
- HOTICES TO SUBDIVIDER OR ASSOCIATION. Notion to SUBDIVIDER or ASSOCIATION or requests for approval of plans, specificated believed or nation to SUBDIVIDER or ASSOCIATION at its principal plans of baselines by the records of the Sectionary of the Sich of Florids, or at any other leveline designated by SUBDIVIDER or ASSOCIATION.
- NOTICE TO CHREER. Notice to any CHREER of a visitities of any of these restrictions, or any other notice haven required, shall be in said the distorted or analysis to the CHREER at the address shown on the tax rule of Browned County, Florids, or if not shown thereos, address of the CHREER, as shown on the deed as recorded to the Fuldic Records of Browned County, Florids, or if not shown thereos.
- TRUCKS, COMMERCIAL YEMICLES, MOSILE HOMES, BOATS, CAMPERS AND TRAILERS. No truck or commercial vehicle of any shall be permitted to be packed for a pathel of more than four boson audeon the same is insuperately present and necessary in the results can be insuperately present and necessary in the results can be compared to the pathel overlaid, and the property of the results of any land, company, or mobile mass that he permitted to put our or seet the property at my time union hept had, so the freely account of the property of the property.
- MO MURDIVILION. Name of the lots is the SUBDIVISION shall be divided not sold except as a whole, noticed the writing of the control of the cont
- CORDOMENSUM. No restrictions humbs consisted shall be constraed as to any measure limiting or proventing any lot and the improvements read from bring submitted to a plan of audienticibus reventable, and particularly the recordation of a plan of condeminate reventable for any source hereby shall not be construed as another has a substitution of any lot be the SURDAY INSIGN.
- for covered hereby shell not be construed an manifesting a subdivision of any too in the SURDIVISION.

 2.1. UTSLITY EARDMENTS. There is, hereby received for the propose of intenting and maintaining provenesses and public utility Facilities and improvement destroit includes, and for such other proposes included in the development of the property shots receivered subsects and public utility. Exempted of the SURDIVISION, each bring designated "Utility Exempted", the property shots received consequent and rights—Uverty for confer a form of receivery (20) years from the delay for such as the subsection of the SURDIVISION and there is hereby fraction on the such as the subsection of the subsection in the subsection of the subs

111 5999 mat 271

- 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, callly or entitles, occupying the OWNER'S premises under lease from the OWNER or by permission of the OWNER or this tenents, expressed or implied.

- DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an estement and im-on in and upon the SUBDIVISION, and errory part thereof and they shall run with the land and that insure to the benefit of and be blooking and enforceable by the SUBDIVIDER and/or ASSOCIATION for a period of theiry (30) years from the date these restrictions are recorded.
- AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in its sole discretion, modify, smend, waive, or add to celestation of Restrictions, or say part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of g covenants and shall is no way impair the poweral and uniform piles of development originally set forth herein.
- 28. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure at law or in multi-grainst any person of persons violating or atlenging to violate the covenant or restriction either to restrain violation or to require certain performance or to recover admanges or to enforce any line created by these covenants. Any costs of collection, including reasonable attorneys' fees income in the sufforce or restrictions or least all be paid by OWNER. Pollure by the ASSOCIATION or SUBDIVIDER to enforce any covenant or restriction herein contained shall in no event be decined a walves of the right to do so therefire.
- 19. 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.

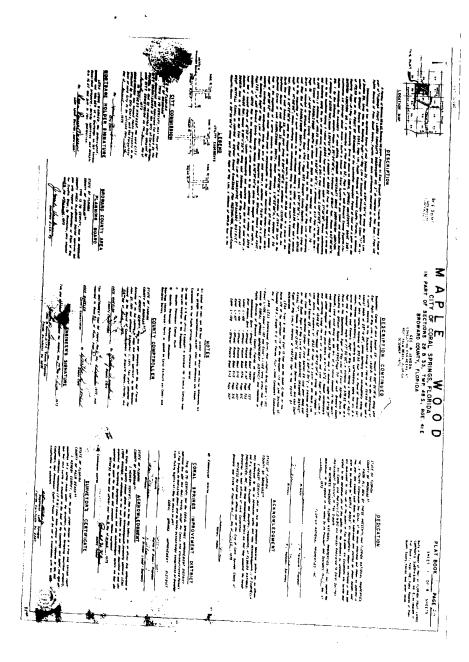
WI TNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, does hereby execute this Declaration of Restriction again, by its understand authorized officers and affixes its corporate seal hereto, this 181 day of NOVEMBOY.

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

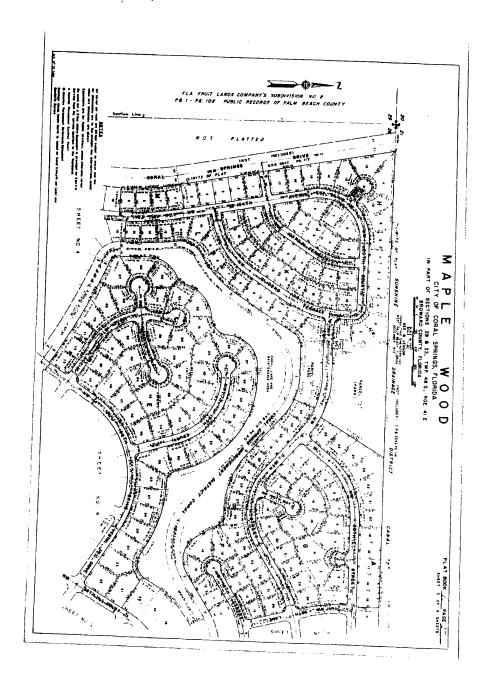
Feb. 12, 1975

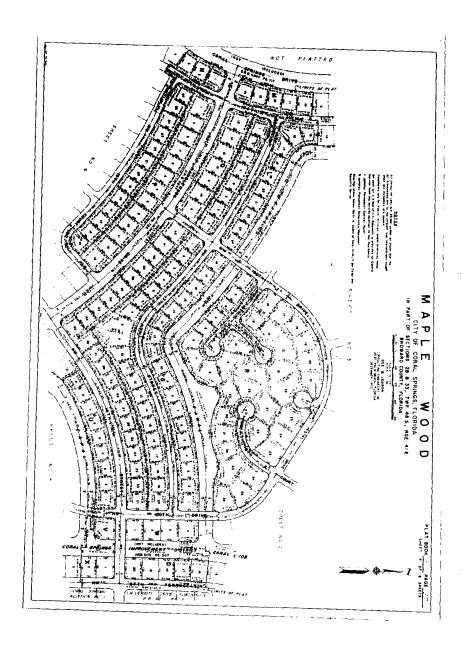
RESERVED TO A STATE OF THE STAT Court Commenter

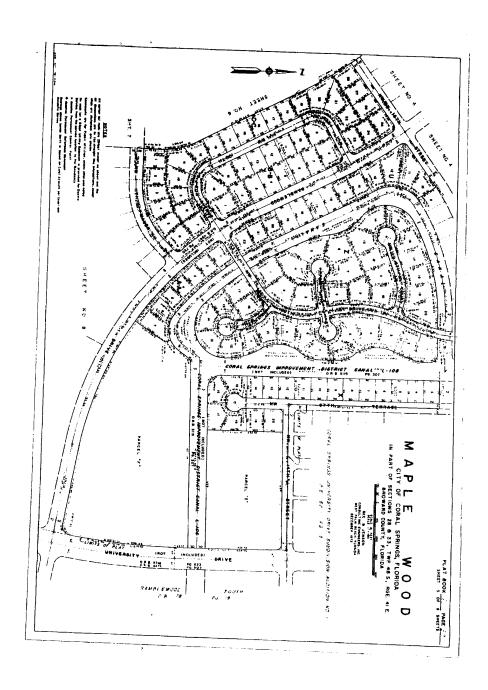
PAGF 272

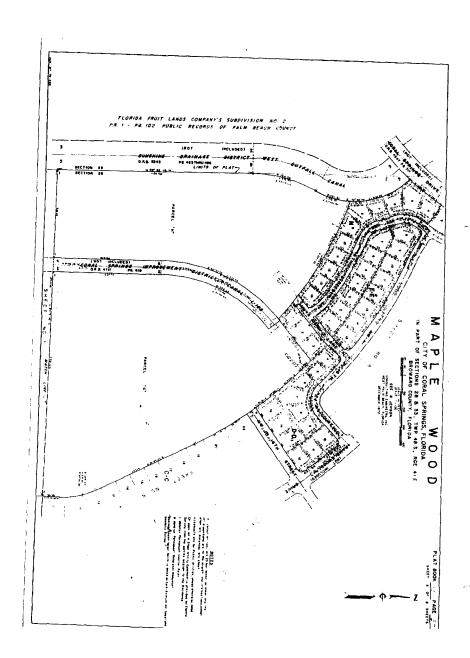


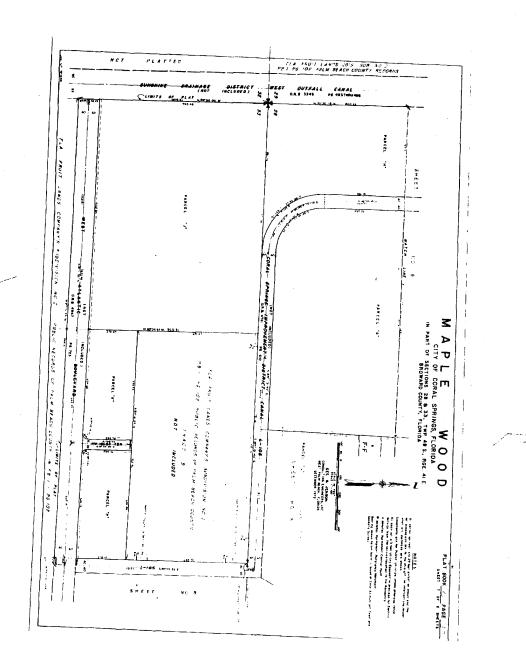


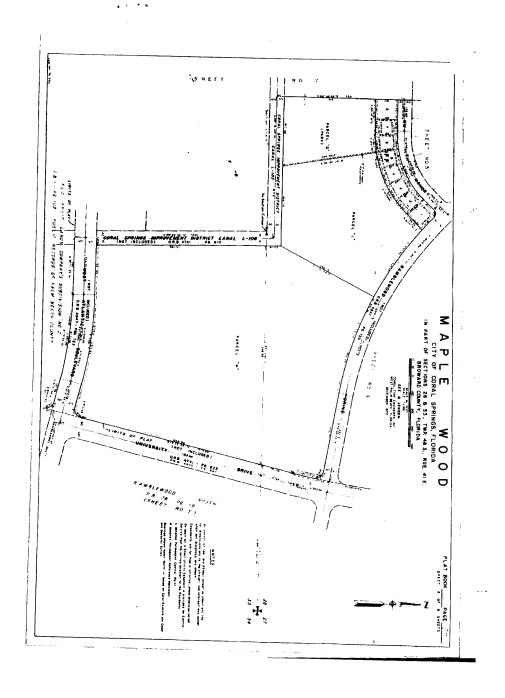












CFN # 104236248, OR BK 37989 Page

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 SISIDIVIDER of MAPLE WOOD, a SUBDIVISION as recorded ira 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 5909, 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 tinique 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.

ARTICLET 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 ASSOCIA-TION, 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 HOME-OWNERS' 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.

٠.٨.

110

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 of the 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:

(0011111		MINIMUM	MINIMUM SE			
BLOCK	LOTS	SQ. FT	FRONT	REAR	SIDE	USE
E	1.73	2500	30	15	10	Single Family
Ř	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, thre 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 SUBDI-VIDER 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 professtornal landscape plan shall be deemed a material breach of this restriction. The SUBDIVIDER or AS-SOCIATION shall then have the right to proceed in the courts to obtain a mandatory injunction regulring any construction done without approval to be torn down or removed forthwith. The plans and specifigutions 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 ele-vations 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 SUBDI-VISION. 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 SUBDIVI-SION. 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 neethetic 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. Hurricanc 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 a dequate 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 o-utside 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.
- 1 1. 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 SUB-DIVIDER 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 aforesald 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, Emildings, 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 require the OWNER to deposit with 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, whichever the case may be, is hereby granted a lieu on the real property involved, which lieu 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 lieu. The lieu herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Chaim of Lieu shall state the description of the property encumbered thereby, the name of the OWNER, the amount due and the date when due and the lieu shall continue in effect until all sums secured by said lieu, as herein provided, shall have been fully paid.

1-4. 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 appurtement 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 errjoyment 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 precreation, health, safety, aesthetic enjoyment and welfare of the residents of the properties covered by this Amendment to Declaration of Restrictions and in particular forthe improvement and maintenance of the common property and any ensement in favor of the ASSOCIATION or HOMEOWNERS' ASSOCIATION, including but not limited to the cost of taxes, insurance, labor, equipment, materials, prantagement, 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 schall 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 tassessment 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 try 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 Hen 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 taume of the OWNER, the amount due and the date when due. Said lienshall bind such property in the bands of the then OWNER, his heirs, devisees, personal representative and assigns.

If the assessment is not paid within thirty (30) days after the deliaquency date, the assessment shall bear interest from the date of deliaquency at the highest legal rate under the usary 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.

Mary 17 12 Comment

- $21_$ NO SUBDIVISION. None of the tota in the SUBDIVISION shall be divided or sold except as a whole, we thout 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 casements shown upon the recorded plat of this SUBDIVISION, each being designated "Utility Easement," and there is also bereby 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 littles, 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 in lines in the aforesaid SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause to be re-corded from time to time various declarations of casements setting forth the location of all said to seements under the rights herein reserved and this right, except for the recorded easements, shall to runnate 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.
- 2.5. NUISANCES. Nothing shall be done which may be or may become an annoyance to the neighborhood. No axious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a misance, public or private in nature.

Any question with regard to the interpretation of this paragraph shall be decided by ST IBDIVIDER 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, evidity or entitles, 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 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 2 the day of Lecenses authorized officers and affixes its corporate scal hereto, this day of December. 1978, at Coral Springs, Broward County, Florida.

FLORIDA NATIONAL PROPERTIES

ATTEST:

W. BUNTEMEYER, Secretary

By:

STATE OF FLORIDA

COUNTY OF BROWARD

THEREBY 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 band and official seal in the County and State last aforegaid this day of Accemacy 1978.

Notary Public

My Commission Expires: **

HK walka Pr and the series of NATIONAL CONTINUES AND INTERESTED IN TABLE

MUNICIPAL CALLERA, NO DIDIENDIES

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 I. The principal office of the ASSOCIATION shall be located at: 23300 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 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 I. 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 SUB-DIVIDER, 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 SUB-DIVIDER. A Director appointed to fill a vacancy shall be appointed for the inexpired 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) clays 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 the placed in a scaled envelope marked "BALLOT" but not marked in any other way. Each ballot shall the placed in a scaled envelope marked "BALLOT" but not marked in any other way. Each ballot "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 scaled 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 hals 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 clesignated 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, tanopened, 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

 (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 I. The Bourd 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, daties 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 I. 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 tweeting daly 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.

₹ 7927 mg748

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, 1 NC. 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 (2)11 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 a rry 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 I. 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 a my 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 malled 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.

CFN # 104236248, OR BK 37989 PG 1557, Page 34 of 44

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 CORPORATESEAL

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 I. 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 asprovided in the Articles of Incorporation or applicable law; and provided further that any matter stated hereity 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 those 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 1978.

R.L. HOFMANN

W BUNGENEVED

R. McKINLEY

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

GS, FLORIDA 33065 A.N. MALANOS

RECORDED IN THE OFFICE AND ADDRESS OF PRODUCED LANGUAGE TO ADDRESS OF THE ADDRESS

R. R. KALLES

7927 mg/%

1.

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;

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 peclarants 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

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, spersonal representatives, successors or assigns, shall not (for said the same of the land, but shall hold or alienate the same only as one continuous expanses.

B. In the event that, subsequent to five (5) years from the date of recording of this instrument, the land is to be conveyed to the date of recording of this instrument, the land is to be conveyed to the date of recording of this instrument, the land is to be conveyed to the date of the date of the land is to be conveyed to the date of the land is to be conveyed to the land is to be conveyed t

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.

A grantition of the first of the second of t

- 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

2	the holder of a deed in lieu of for shall operate to recover a money jud option of the lien IN WITNES presents, to be	of recording the claim of lien, and in the event prior mortgage lien shall accept and record a reclosure, or obtain a Certificate of Title, this elease a subordinate claim of lien. A suit to ignent for unpaid charges may be maintained at the holder without waiving the lien securing the same. S WHEREOF, the Declarants have caused these duly executed all as of this 24th day , 1984.
	(Corporate Seal)	By: W. Buntemeyer, President

Signed, sealed and delivered in the presence of:

| Diacella January L.S. | Bonnie M. Kleinman L.S. | Bonnie M. Kleinman L.S. | Bonnie M. Kleinman | B.S. | Bonnie M. Kleinman | B.S. | Bonnie M. Kleinman | B.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.

PROPERTIES, INC., a Florida corporation, on behalf corporation.

My Commission Expires:

Notary Public

(Notary Seal)

STATE OF FLORIDA) : SS COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24thday of April , 1984 by HARVEY S. RLEINMAN and BONNIE H. KLEINMAN, his wife.

My Commission Expires:

Notary Public

(Notary Seal)

ORICORY S. GORDIO 1000 HILVIPAL CORVI CORAL SI GREY, HUPBA 12904

81-291007

DECLARATION OP RESTRICTIVE COVENANTS

WHEREAS, MANNE PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Doclarant", 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 WOL, 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 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, in that event, the tennis court on Lot 64 in Block E of MAPLE WOOD shell be removed, and the lot returned to its natural state or a single family detached dwelling house constructed thereon.

- 2 -

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 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 mortgages lending institution, recognized pension fund investing in 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 cording the claim of lien, and in the event the holder of a prior cordinate claim of lien, and in the event the holder of a prior cordinate 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.

南

- 3 -

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 the day of the first the search of th

MANNE PROPERTIES, INC.

(Corporate Seal)

By: Dellana No 2

STATE OF FLORIDA

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this $\frac{19 \, \text{th}}{\text{MANNE}}$ PROPERTIES, INC., a Florida corporation, on behalf of the

My Commission Expires:

mary f. () woll

ा चार्यक्रम स्टब्स् स्टब्स् (Notary Seal)

Gregory S. Sollitto

- TATURN TO FLORIDA HATIONAL PROPERTIES, INC.
2300 UNIVERSITED PROPERTIES, INC.
CORAL SPRINGS PLUMDA \$2005

FLOVO F. MANNEY

體 9850 mg983

This Instrument Prepared By/ mis Instrument Prepared By/
Record and Return to:
Michael R. Flam, Esquire
Florida Mational 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 COVERANTS ("Declaration") made this Zid day of TANARY 1991, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation ("FNP");

HITHESSETH:

("Garcia"), are the record owners of the following real property situate, lying and being in the city of Coral Springs, Broward

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

on the hereinabove described Lot 19 ("Lot 19") and the Garcia's desire to construct a temms court on the hereinabove described Lot 18 ("Lot 18") as an appurtenant use to Lot 19; and

MERRIAS, FMP 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 escaration 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 County, Florida (collectively, the "Restrictions"); and

duties under the Restrictions include the right of either FNP or consent) to regulate the use of the rentity's joinder and thereunder and the construction thereon; and

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

MON, 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

Page 1 of 4

MRF: BJK: 011091

3 ع.

53

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

ARTICLE I

General Restrictions

RESTRICTIONS REGULATING TRANSPER OF LOT 18.

- A. FEP, on behalf of itself and ONA, shall permit a temmis 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
- 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 either PMP or CMA (whose approval shall not be either PMP or CMA (whose approval shall not be after. commencing said construction, or (b) the location where the tennis court was removed. All properly maintained in good and living condition (as properly maintained in good and living condition (as condition) for the landscaping material on Lot 18 will be properly maintained in good and living condition (as condition) for the landscaping material on, good and living condition (as condition) for the landscaping material shall mean trimming thereof, and the replacement of dead, diseased and/or missing landscaping material with the quality as the remaining landscaping material with the quality as the remaining landscaping material on Lot 18. Landscaping plans and specifications for Lot 18 CMA prior to the installation of landscaping material. Any dispute as to the type, design or composition of the landscaping material 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 unreasonably withhold).

17] TO THE PROPERTY OF THE PARTY OF THE PART

- 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 EDULDING, 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

Page 2 of 4

MRF:BJK:011091

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

ARTICLE II

General Provisions

- 1. ROTICE TO PRP/ONA. Any notice to FMP or ONA, shall be in writing and delivered or mailed to FMP or ONA 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 FMP or ONA.
- 2. EMFORCEMENT. FNP or ONA 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 ONA 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. FMP 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 officers, and affixes its corporate seal hereto, this 31.0 day of

misk Mall

FLORIDA NATIONAL PROPERTIES, INC.

W. Buntemeyer, President

A. B. Malanos, Secretary

APPROVED

JOINED BY AND CONSENTED TO:

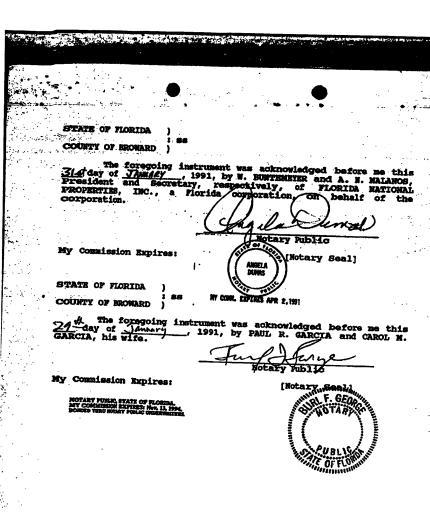
Paul R. Garcia

faral M. Garcia

Page 3 of 4

MRF:BJK:011091

1809451 18 BB



808118780842

RECORDED IN THE OFFICE SCORDS BOOM OF BROWARD LEATH, AURIDA L. A. HESTER COUNTY ADMINISTRATOR

Page 4 of 4

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:

3300 University Drive, Coral Springs, Florida 33065 1. J.P. Taravella 2. R.L. Hofmann 3. W. Buntemeyer 4. R. McKinley 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 Treasurer: R. McKinley

Vice President: R.L. Hofmann W. Buntemeyer Secretary:

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. Turavella

3300 University Drive, Coral Springs, Florida 33065

2. R.L. Hofmann

3. W. Buntemeyer

3300 University Drive, Coral Springs, Florida 33065 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 shelded 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 inultiply 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 SUB-DIVIDER 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 has anitary 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 suhmitted 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

4

finished, painted and attractive condition. Upon the failure of the OWNER to maintain the property, buildings, structures, improvements and appartenances 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:
 - 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:

- 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.
- 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

Sent by: LAW OFFICES OF KATZMAN & KORR 9544867782; 03/23/04 17:17; Jetfex #248; Page 5/21

Lauderhill, Florida 33313-1411

954-486-7774

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

Sealed and delivered in the presence of:	MAPLEWOOD ISLE ASSOCIATION,
Shomas 1 Hill Witness Print Name: Thomas C. H.'LL Milleon Grey Witness Print Name: Sheldan Goldberg State of Florida County of Broward	By: Jolanna Spolionsky Its:
	known to me or [] produced identification, to
My Commission Expires	Notary Public Print Name: Judy B. Clifton Commission #DD303158 Expires: Mar 24, 2008 Bonded Thru Atlantic Bonding Co., Inc.
Michael E. Chapnick, Esq. Katzman and Korr, P.A Wachovia Financial Center, 2 nd Floor	Ayst 9,200f (date)
5581 W. Oakland Park Boulevard	

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"

49412902070	C. Establish and C.	
48412803073		1701 VESTAL DR
48412803074		1703 VESTAL DR
48412803075		1705 VESTAL DR
<u>48412803076</u>		1707 VESTAL DR
<u>48412803077</u>		1709 VESTAL DR
<u>48412803078</u>		10050 VESTAL PL
48412803079	SHARE, LAWRENCE D & PATT! R	10044 VESTAL DR
<u>48412803080</u>	O GETTER, STEVEN J & GETTER JODIE C	10038 VESTAL DR
48412803081	SHACHNER, MARK S & SHACHNER, ROBIN S	10032 VESTAL PL
48412803082	U_ WEISBERG.HERBERT & GAVIE	10026 VESTAL PL
48412803083	AUERBACH,M RICHARD & LISA D	10020 VESTAL PL
48412803084	D BAUM,LESLIE	10014 VESTAL PL
484128030850	NEWMAN, ROBERT L TR NEWMAN, JO ELLEN TR	10008 VESTAL PL
484128030860	<u> </u>	10003 VESTAL PL
<u>484128030870</u>		10001 VESTAL PL
484128030880)GELLER.JOSHUA & LORRAINF	10007 VESTAL PL
<u>484128030890</u>	SUNDAY, CURTIS P & ROSALYN K	10013 VESTAL PL
<u>484128030900</u>	WEISMAN, ELIOT & WEISMAN MARIA	10013 VESTAL PL
<u>484128030910</u>	WEISMAN,ELIOT & WEISMAN,MARIA	10025 VESTAL PL
<u>484128030920</u>	L CATALLO, LAWRENCE G & DEBORAH L	10023 VESTAL PL
<u>48412803093</u> 0	ZEIDNER,LLOYD N & PHYLLIS I	10037 VESTAL PL
<u>484128030940</u>	PORTH, MANUEL 1/2 INT PORTH JACQUELING	1711 VESTAL DR
<u>484128030960</u>	_ EPSTEIN,LYNN	1715 VESTAL DR
<u>484128030970</u>	HARKAVY, JEFFREY STORM & HARKAVY, JODI L	1717 VESTAL DR
<u>484128030980</u>	_ LUBACK,STEWART A 1/2 INT EA WILSON ANN F	1719 VESTAL DR
<u>484128030990</u>	_ ARCHER,MICHAELS&DERRAA	1721 VESTAL DR
<u>484128031000</u>	_ ROSEN,JUDITH 1/2 INT ROSEN JOEL	1721 VESTAL DR 1723 VESTAL DR
<u>484128031020</u>	SMITH, MICHAEL S & ANNETTE I	1723 VESTAL DR
<u>484128031030</u>	ROSENBLOOM.GERALD & CONNIE F	10253 VESTAL MNR
484128031040	SILVERN,LLOYD W & LYNN R	10255 VESTAL MNR
<u>484128031050</u>	SNYDER,STEVE E & SNYDER.JULIE M	10257 VESTAL MNR
484128031060	VINOGRAD, MIRI F & ARIE	10259 VESTAL MNR
484128031070	NORYCH, MARK D & NORYCH, STEPHANIE J	10261 VESTAL MNR
484128031080	STREIT, PHYLLIS 1/2 INT EA BARNEA N BEN IA MAIN	10263 VESTAL MNR
484128031090	WERNER, BARRY M & SUSAN C	10265 VESTAL MNR
484128031100	HIMMEL, JOANNE C	10267 VESTAL MNR
484128031110	ROBINS,MARTIN A & MERYL J	10264 VESTAL MINR
484128031120	KACHEL,DEAN A & MARY J	10262 VESTAL MNR
484128031130	HILL, THOMAS C & HILL, YESENIA	10260 VESTAL MNR
<u>484128031</u> 140	BERMAN, JULIAN L & ANNE M	10258 VESTAL MNR
484128031150	ZEWELDI,TEWELDE & BELAINESH T	10256 VESTAL MNR
484128031160	DESAUTELS,GUY & PEGGY	10254 VESTAL MNR
<u>484128031170</u>	WILFONG.TOM & PEGGY	10252 VESTAL MNR
484128031180	FRIEDMAN, JEFFREY L & ROESE, SUSAN M	1725 VESTAL DR
484128031190	LAU, BONNIE Y	1727 VESTAL DR
<u>48412803</u> 1200	LEWIS-SOLAR.ROBERTA HONNIE TR	1729 VESTAL DR
484128031210	CAIN, DANIEL R 1/2 INT EA REEDER, LEANDRA M	1731 VESTAL DR
484128031220	DOWNING, TIMOTHY A & DOWNING, ANGELINE M	10205 VESTAL CT
484128031230	MERL,BRETT & MERL,LYDIA	10209 VESTAL CT
484128031240		10213 VESTAL CT
484128031250	SILVER, DAVID R & FRANCES	4704 1/20744
484128031260	HETTINGER, CARSON & SANDRA L	1731 VESTAL WAY
		1735 VESTAL WAY

Maplewood Isles Exhibit "B"

_		
<u>484128031270</u>		1739 VESTAL WAY
<u>484128031280</u>	_ STOERKEL,BRUCE & COLOMBIA	1743 VESTAL WAY
<u>484128031290</u>	_ WELLS,JAMES R & BRENDA S	1747 VESTAL WAY
<u>484128031300</u>		1749 VESTAL WAY
<u>484128031310</u>	GIARRUSSO,THOMAS J & EMMA E	10245 VESTAL CT
<u>484128031320</u>		10249 VESTAL CT
<u>484128031330</u>	_ GOLD,ROY E & JANET E	10253 VESTAL CT
<u>484128031340</u>		10248 VESTAL CT
484128031350	_ MARTI,EDUARDO H & MARTA N	10244 VESTAL CT
484128031360		10240 VESTAL CT
484128031370		1730 VESTAL WAY
484128031380		1732 VESTAL WAY
484128031390		1734 VESTAL WAY
<u>484128031400</u>		10224 VESTAL CT
484128031410		10220 VESTAL CT
484128031420		10216 VESTAL CT
484128031430		10212 VESTAL CT
<u>484128031440</u>		10208 VESTAL CT
484128031450		10204 VESTAL CT
484128033400	LAQUER, THOMAS E & LINDA S	10170 VESTAL CT
484128033410		10160 VESTAL CT
484128033420	HAMUY,BENJAMIN & NAOMI	10150 VESTAL CT
484128033430		10140 VESTAL CT
484128033440		10130 VESTAL CT
484128033450		10120 VESTAL CT
484128033460		10110 VESTAL CT
484128033470		10111 VESTAL CT
484128033480	DODENDEDO HOMAGO A COMO DE COM	10123 VESTAL CT
484128033490	The second secon	10135 VESTAL CT
484128033500	SOUTH OF THE PROPERTY OF THE P	10147 VESTAL CT
484128033510	DILATO DALUM A DILATO DE LA CONTRACTOR D	10163 VESTAL CT
484128033540	PUADIDO OLICEORO LA MARKIT	10175 VESTAL CT
	ODIAGO DINGUIG	10187 VESTAL CT
484128033560		1724 VESTAL DR
404120033300	BOOOFF BODERT LEALER	1722 VESTAL DR
484128033570	^DAUCD BARERY 7 & 114-1-1 -	1720 VESTAL DR
	INSTABLE ASSAULT OF THE PARTY O	1718 VESTAL DR
484128033600		1716 VESTAL DR
484128033610	POSSO TELLA DELLA DIA LA DELLA	1714 VESTAL DR
	AITIGGAALD DAGGER A 161	1712 VESTAL DR
484128033630	DEMERSION OF CAME AND A SECOND	1710 VESTAL DR
		1708 VESTAL DR
484128033650	CAMPANA EDANK & COLEDIENSKY CAMPANA DELENGA	1706 VESTAL DR
484128033660	The state of the s	
484128033670	DATTIOTA DANIEL IN A DATE.	10069 VESTAL PL
484128033680	001 B BERRY A BRILLIAN	10075 VESTAL PL
484128033690	CAUACIAN IAIRES O	10092 VESTAL PL
484128033700	MFIGG OFFICE AND	10086 VESTAL PL
484128033710	DOTIL ALEG A START BUT ALEGY	10080 VESTAL PL
484128033720	IS THE ALL DUTY OF A DOLLAR	10074 VESTAL PL 10068 VESTAL PL
	MONONE MACERIA MARINA	1706 VESTAL PL
	/	TOV ACS LWF LF

Maplewood Isles Exhibit "B"

484128033740 TEPPS, JEROME L 484128033750 GALICIAN, KENNETH M & JUDITH B

1704 VESTAL DR 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

<u>FOR</u> MAPLE WOOD

DECLARATION OF RESTRICTIONS THIS INSTRUMENT PREPARED 85 Douglas J. Spring 9500 W. Sample Road Coral Springs, Plorida

This Declaration made this 181 day of November Proc., a Provide expansion, himsenfor saled SUNDIVIDER.

WITNESSETH:

WHEREAR, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation presently bering its grincipul place of business its Corel Springs, Florida, for record owner of the PROPERTY is disarrised in ARTICLE 1 of this Desiredon, finding in order a quality development with its CNFTRES therein.

NOW. THERE FORE, FLORIDA HATIONAL PROFERTIES, INC., feeture that the PROFERTY described in ARTICLS I is and shall be fromford, said, conveyed and occupied subject to the entiredum, obsenses, serviness, impositions, charges and form brovins for any locit.

ARTICLE I

DEFINITIONS

The following words where used in this Dealeration shall have the following mentions:

- I. "RUBDITYSION" that mean and rate to MAPLE WOOD and any portion thereof as moreful in Pier Book 50, Pap. 27, of the Public Reports of Brownest County, Florids. These restrictions shall not apply to PARCELS A, B, C, D, E, F, G, H, J, K, E, M, W, P, Q and R.
- "SUBDIVIDER" as all press and refur to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, pretently having its principal price of basilines to Cord Springs. Provides to successors or sedigm of any or all of the rights under this Declaration.
- "ASSOCIATION" skall mean and refer to the OCEAN MILE ASSOCIATION, INC., a Floride corporation, per of business in Coral Springs, Florids, the secondors or designs of any or all of things in deep this Declaration.
- 4. "CREMIX R" shall mean sad in fat to every person or passons, or entity or entities, who are the record owners of a fee interest to any charge of in line SUBJEVISION, their heirs, secretains, legal express taken or maigns.

ARTICLE II

GENERAL RESTRICTIONS

- 1. USE RESTRICTIONS. The lends have a described any be used for single faculty develtings, and here family develtings, and for an architecture of the single family develtings, and the family develtings, and for an architecture of the single of the single family develtings of the positions may be conducted on any family develting of any portion lent for a nation family of the single family develtings of the provisions of the purposes the SUBSIVIOR of the SUBS
- 2. SET BACK LINES AND SIZE OF BUILDINGS. AS buildings overlad or constructed on any lot shall conform in use, minimum equate feet of floor area, and subject limitations according to the full owing labs:

MOC'K	1 -2 -54	MUMINIM	MIND	MUM SETBACK REQU		
IIIA N	rom	5Q. FT.	PRONT	PIAD		
۸	1-26			RLAR	SIPE	UBE
ii	1-25	1600	25	15	-	_
ē	1-11	1500	21	iš	:	Single Family
à	1-11	1500	71	i j	:	Single Family
É	1-73	1500	15	is	:	Birgle Femily
ř	1-73	2000	58	13	10	Single Family
Ġ	1.24	ISDO	25	19	10	Single Family
й	1-21	1500	25	15	:	Single Francisy
H	12:17	1500	15	15		Single Family
ï	1.6	1500	25	ii ii		Single Parally
K	1-0 1-18	1500	25	45		Single Family
ï	1-24	1500	23	ii	:	Single Family
Ň	1-24	1500	25	25		Single Family
Ň	7-14 2-5	1500	23	::		Single Family
Ň	6-14	1500	26		:	Single Family
ř	0-14	1500	25	15	:	Single Partily
į.	1-13	1500	35	15	:	Ringle Family
ò	14-76 1-8	1500	24	15	·	Single Family
ŏ	1-8 1-15	1500	25	15	:	Single Family
ř	1-15	1500	35	iš		Single Family
ŝ	1-36 1-18	1000	30	13		Single Fernily
Ť	1-1 B 1-32	1100	35	13	10	Single Family
÷	1.52	1500	25	15	:	Single Femily
Ů	33-42 1-11	1500	35	13	:	fingle Family
ยั		1500	25	15	·	Single Fernilly
Ÿ	12-22	1500	34	13	•	Single Farmily
÷	!.	1100	75	19	-	Tope Family
x	1-4	1500	25	13	•	Single Family
î	1-11	1300	25	15	•	Single Family
Ŷ	12 20	1000	36	13	•	Single Family
į	1-12	3260	30	12	•	Two Femily 3 to
ĺ.	1-20	2250	10	15 15	10	Single Family
EB	1-7	200a	31	15	10	Single Family
33	1.	1500	25)5	10	Two Parally
***	2-4	1500	35	15	•	Single Family
	9-14	1500	25		10	Slagte Franklyk
oc oc	1-6	1900	;;	15	•	Single Parelly
	7.22	1300	25	11	•	Two Pindly
CC	25-25	1500	. H	15	•	Single Femily
X 8 8 8 11 15	16-28	1500	35	15	10	Single Family
P D	r-#	1500	36	!!	•	Single Family
20	10-12	1100	. 35	15	•	Fings Family (5
₹D	13-15	1300	1 25	16	10	Cincia Casalla
€	1-15	1500	25	15	•	Single Family
77	1.4	2000	1 23	11	10	Single Family
£].	\ "	. 15	10	Two Femily 1
•		•	ļ	•		10.74
c			}			1 71 4

PAGF 269

**Lo. & having 17 her or less front while shall have a sciolarem able to these of 1-1/2 free. Lots having greater than 15 feet from width that from the by Conference width shall have a shis train side or label of 8-1/2 feet. Lots having 15 feet and greater than 15 feet from width have a minimum dide set back.

*Cog*en Jolis hering less than 100 fest front width shall have a minimum street side selevack of 20 fest. Corpus lets keving 100 fest or more front widt heself here's minimum street side selects of 25 fest.

Motor i-Two Faudy Residences (o l'actude Dagle Faculty Ausldonces.

extrame note that have a ran foot (107) implicable strip along Cord Springs Drive and the minimum rotal rest milleck shall be inwaity foot (107) as neglected from the real foot (107) lendscape at rip.

There we ar more lots are acquired and used as a single bybding sits under a single owner, the side to lines shall refer only to the them burd order on the sciential property OWNER.

Subject lines for corper less and odd-shaped jots shall be an assety as possible at set us; above, accept that variations may be authorized by the SULDIVIDIA or ASSOCIATION at the time plans for buildings are approved, and a topy of teels plane, and uting the plot plan, or a second of the video, only be dept on the by the SULDIVIDIA or ASSOCIATION to establish the sether's lines as approved.

No building shall be exected over a height of 38 feet.

The building shall be strated over a height of 10 feet.

P. PLARS, SPEIPSCATIONS AND LOCATIONS OF BUILDINGS, No building of shucture of any kind, including additions, alterations, pools, needs walks, petter, invested as bushness bushness, and in the bushness walks, petter, invested as bushness bushness, and in the bushness walks, petter, invested and plet plan bushness walks, petter, invested and plet plan bushness was bushness was an additional petter bushness was and petter bushness was an additional petter bushness was a petter bushness when settled the bushness was a petter bushness was

No Attretion of any hind of what is commonly known in "farriety buth", "modulet", or "modific home" type construction shall be secured full plant, see that the contract of \$30.00 M DER or ASSOCIATION. OWNER most submit to \$30.00 M DER or ASSOCIATION AND THE most submit to \$30.00 M DER or ASSOCIATION AND THE most submit to \$30.00 M DER or ASSOCIATION AND THE MOST SUBMITTED AND THE MOST SU

Fire that reoft shall have a minimum pitch of \$-1/2:12 and shall be constructed of first or barriel care-only dis, head saws or spill order of coper. a though the barriel or per toof of poured lightweight laggregate copers; all as defined by currence usage in Bermard County, and the spill of the period of county or the contractive material for modifus surfaces in discovered, or invented, the SURINVINER or ABBOCIATION may, in he was the provided of the contractive of the contractive means of

This code may be utilized, provided that the flat roof area does not comprise over 40% of the total soof area. Such flat roofs are to be larted to the true of the devellage. Robertimending the above, a manual most or a flat roof levested absences than to the rear of the bedding the previous law and the parameter of a subject of the larted to the true of the larted to the larted larted to the larted larted

shouts discretion of the SUDDIVIDER or ASSOCIATION.

The plans and specifications shall contain a plut plan to each with additude provides for handespring, including the planting of trees and time the life to the life. The describedings of whether adequate provision has been used for leadingspring about as on the case discretion of of SUD-DIR ASSOCIATION. Landscaping an employed and planting and provides are provided as the time of excipations of the handespring are provided by the hassest of a Contribution of the life of the li

All areas of covered by building, structures or period periling facilities shall be majorated at groon were and shall be makintated to the prevent of each of the covered by building, structures or period periling facilities shall be majorated at groon were and shall be makintated to the prevent of edge of early about the street or to the westerline of any abouting token or cases. No stoors, gravel, or period of any type shall be used to be inductanced and entrained by the Majorated and the street of the SUBDIVIDER or ASSOCIATION. As a proper of the SUBDIVIDER or ASSOCIATION and the Covered of the street point in SUBDIVIDER or ASSOCIATION. Shall be the Covered of the plant and of the third properties of the SUBDIVIDER or ASSOCIATION. Shall be the Covered or the street point of the street point in the street point and the covered of the street point of the covered or the street point of the Covered or the street point of the covered or the street of the covered or the street of the covered or the street or the street point of the covered or the street or the street point of the covered or the street or the street or the street point of the covered or the street or the street or the street point of the covered or the street or the street point of the covered or the street or the street point of the street point of the street point of the covered or the street point of the stree

4. GARAGES, CAPPORTS AND STORAGE AREA. No gather shall be excised which is appropried from the main building, and so visendoses storage area shall be received. No exclosed storage area shall be served which is expected from the building. All single family and two family received to have two (1) over pages. At the sold discovable of the SUBDIVIDER or ASSOCTATION, two family reduced to here said receive supports with enclosed storage area.

SUBDIVICES or ASSOCIATION may require that all program to equipped with automatic doct operator and closures or that where lograms or spreas as not desired to the guide, the purisp doct shall remain closed, in the attenuable, SUBDIVIDES or ASSOCIATION may require an usualizer of or the samp tree.

3. WALLS AND PINCEA. No wall or faces that to constructed with a bright of more than fire (3) first above the growed larvel of admining promits, and no being or shreshest about the general time shall be permitted with a bright of spece than fire (1) feet widness written appears by \$1000 WIGGR or ASSOCIATION. The height of any wall or faces that the second shree that the second shreet that the

No well, face, landscaping or structure of any blad shall be permitted in Coral Springs in prevenent District cases and lake (re-of-way unders CWRER receives written permission from the Coral Springs Conprevenent District.

5. ANTEMNAS. No outside aniental, polite, maste, electronic devices, or solven that to permitted nation appeared in writing by EUROPFIDER.

: 111 5999 PAGE 270

PAGF 27

1 .

- ?. ACCEPTATE OR TEMPORARY SURFACES, The mass and an analysty or improvey buildings of structure shall be parallel or appropriate building by ENDATORIAN OF ARROCATION. To ALROCATION may, upon requires of the GROUPE, provide a temporary constant principles, and in place of the GROUPE, and the structure of the GROUPE, and the structure parallel or property and the grown of the GROUPE, an entitle of the med in analysis with this property remains failing used the to approve by the SURGEYOLE in writing.
- b. LASBAGY CONTANGER, CEL. AND 648 TAKER, ARE CONCETTORSING. As privary and truth equivalent, oil funish, burished you hank, and supplement and breaking, and by quadratic first man on that they shall may be challed from they shall be provided provided and they shall may be challed from they when it as a privary of the containing only shall be asserted and analysis to be a shall be asserted and analysis to be a shall be asserted and asserted and they shall not be visible from any private or adjusted.
- t. CLOTHER MEYERS AREA. He making deaths drying may and be also
- SETTING OF INTERNITY SQUARE FOOT AREA. The method of determining spaces had may of proposed buildings and developed attents and embaparisms districtly shall be up mathly the methic buildings districted distriction of the buildings or abundant and a standard from the parties of the buildings or abundant from the parties of the parties of the buildings and buildings and buildings the abundance aparts from suggests of the standard from the parties of the partie
- in which by DERCHVERE or ABSOCIATION, Said signs must the mathew with hard equivalent problems.

 12. ABSOCIATION, is order by supprisoned the public facilities and stretches that may be familiated by the hard generous exists and an experimental problems. The public facilities and stretches by the superimental problems are supprisoned by the public of the DERCES in the STATES is entherwised by the CARCEL ATTER to entherwised by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to entherwise by the contract of the CARCEL ATTER to the CARCEL ATTER ATTE
- for squared pair to establishment of country lim.

 1.1. MARITERIANCE OF PRINCIPLE, its urbs to make the country of the SLEMY MICH, no week, establishment, or either country or growth and by promitted the pre- or system space may beek, and so stress or makely edgers shall be disposed to be present of the process of the system of the syst
- offers requested in due to the STRD VIDER or ARROLLATION, they the pay mixed requested shall be a tool on the major.

 1.4. MAINTALANTE AMBRIMENTENTE. In order the makeshall the simulation of the discreptual hand and the surrecording error, and in credit in many 1 the paids functions and order to be becaused by the SURFALINESS, male or all the CALLATION or my involve destination, the described used is involve to me stated about constructing with the year the surrecord of the sur

- TRUCES, COMMUNICAL VEHICLES, MORE E ROMER, ECATE CAMPENS AND TRAKERS. He truck of minimum of which we shall be provided by partial for a partial of some that four laws asked to make up to depending process and assessory in the order asked to the partial of the property of the property
- CONTROLECTIVE. He materians begin to be being subment to a pine of a count besty shall set be construct to a
- record bards out to commend as qualifying a subdividuo of any too in the SURDIVISION.

 UTSLITY LARRICATE, These is bridge undered for the propose of manifeld and maintaining government and public within State (Control of the Control of the Propose of the Propos

11(5999 mg 27g

- 22. MON-LIABILITY OF SUBDIVIDER OR ASSOCIATION. The SUBDIVIDER or ASSOCIATION between shall not to any way or manow be their or responsible for any violation of their netrictions by my person active than their due touck.

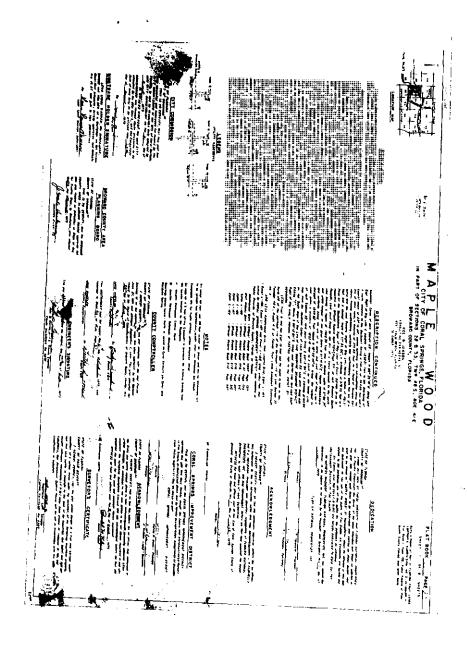
MI THESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., a Florida comerción, dom hereby execute idei Dicherdios of Restric-tiss III dastig by the authorizand authorized officers and affiliass his corporate seed hereu, this LOS, day of ___ROYCIDOR*

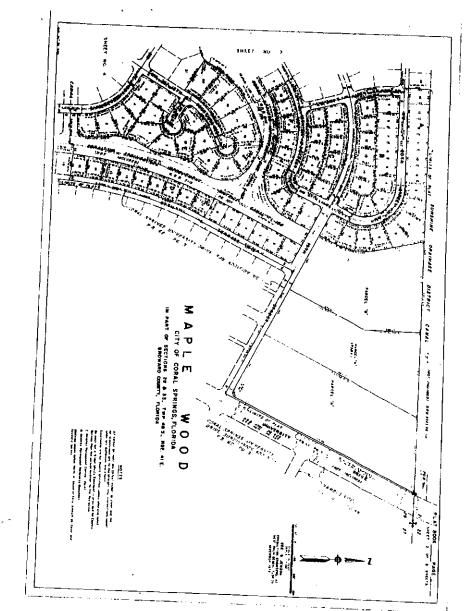
The furegring statement was acknowledged before my this 1:1 day of 1000 mber President of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on bright of the rorg

Country of the

5999 mc 272

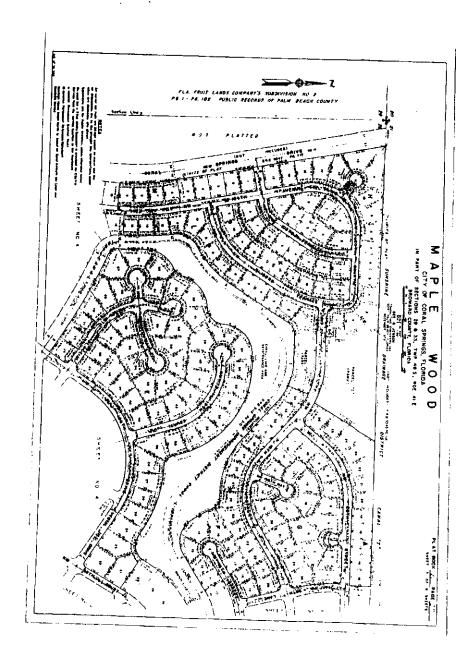
PAGF 272

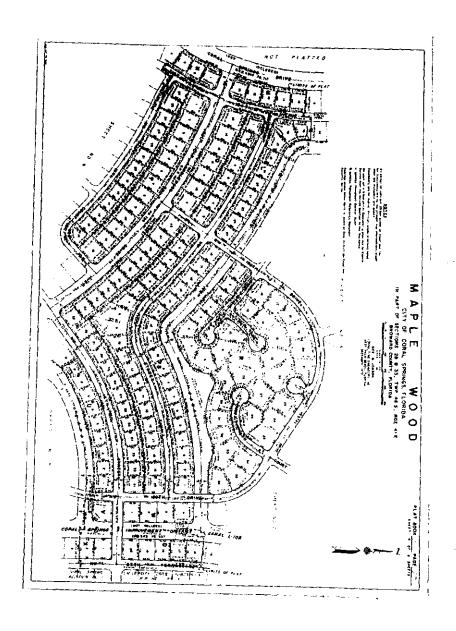


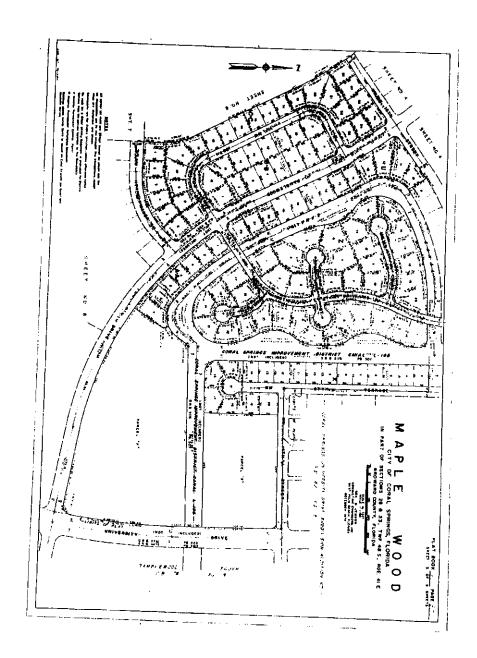


4.

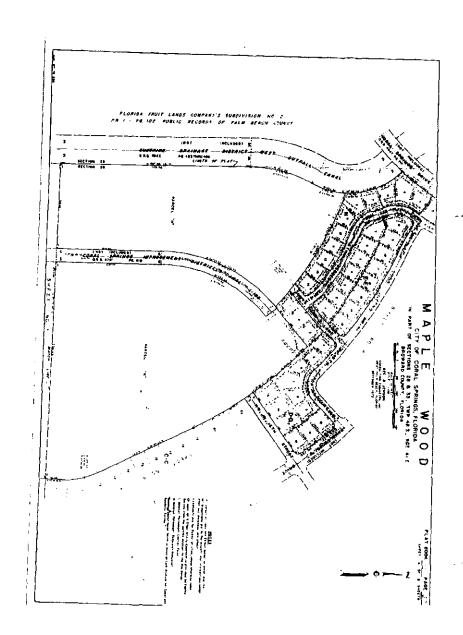
-/





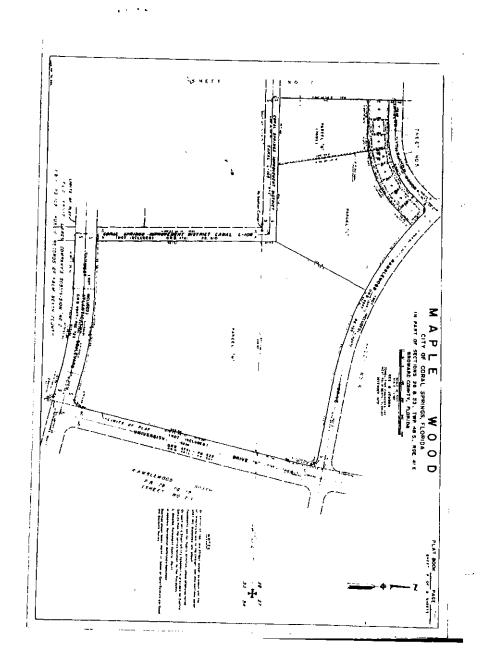


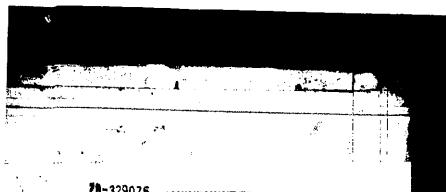
• ..



*** PL 4 5 7 2 2 CAN INCLUDED TO DEST OFFICE CANAL CA ******* ţ ***** Age as .4. 133484 MAPLE WOOD Applications of a second service and a second services and services are services and services are services are services and services are services are services and services are services ar Control of Patert 'ye ********* **}** A. MORE PLAT BOOK / PAGE : 1 1 AT. 2-465 LEVILLE

وسيد





70-329075 AMENDMENT TO DECLARATION OF RESTRICTIONS FOR A PORTION OF MAPLE WOOD

THIS AMENDMENT to Declaration of Restrictions made this. \$ A day of December, 1978, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter referred to any "SUBDIVIDER."

WITNESSETH:

WHEREAS, SUBDIVIDER is the SUMIPIDER of MAPLE WOOD, a SUBDIVISION as recorded in a 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 260 through 272, inclusive; and

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

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

WHEREAS, SUBDIVIDER, by its reserved unborby, dother broader to many rating, and whethere is the Declaration of Restrictions for MAPLE WOOD pertaining to those blacks berein describing and owned by SUBDIVIDER, in order to create a superior and indique development on said blocking and has determined that the clearest and most efficient way to set forth such annealments is by restatement of the aforesaid Declaration of Restrictions incorporating all amendments made.

NOW, THERESPORE, SUBDIVIDER hereby modifies and amends the Declaration of Restrictions for MAPLE WOUD in order to declare the following described real property shall be held, trunsferred, solid, conveyed and occupied subject to his 8 amendment to Declaration:

Also Hook E, and all a flock E, MAPLE WOUD, according to the Plat thereof as seconded in Plat Book 80, at Page 37, of the Public Records of Broward County, Florida.

ARTICLET DEFINITIONS

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

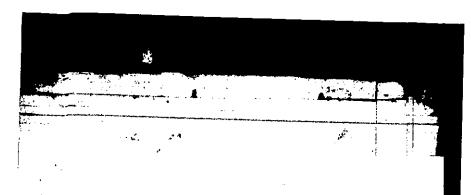
1. "SUBDIVISION" shall mean underfer to all of Block E, and all of Block E, MAPLE WOOD, and any portion thereof, as recorded in Plut Book 80, at Page 37, of the Public Records of Broward County, Florida.

- "SUBDIVIDER" shad mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Ftorick corporation, presently having its principal place of business in Corni 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 therrof in the SUBDIVISION, their beins successors, legal representatives or assigns.
- HOMEOWNERS' ASSOCIATION' shall mean and refer to THE MAPLE WOOD ISLE ASSOCIA-TION, 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 owered by this Amendment to Declaration of Restrictions.
- 7. "COMMON PROPERTY" shall mean and refer to all real and/or personal property which the HOME-OWNERS' 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.

33

10

43 w



ARCHOLIC DE

GENERAL RESTRICTIONS

1. USE IOSTRICTIONS. The bands herein described may be used for single family dwellings, and for a cother purposes. No business buildings may be erected on said lands and no business may be conducted on may part decreaf nor shall any building or my portion thereof be used or maintained as a perofessional office. Notwithstanding the provisions of this paragraph, the SUBDIVER may utilize one or more lats for a sales office, models, or recreation area for so long as SUBDIVIDER, as successors or assigns tall own my for in the SUBDIVISION, and SUBDIVIDER shall have the right to designate office persons or entitles to likewise so utilize lats for a sales office, models, or recreation area, so long as satial persons or entitles on a late of the persons of entitles to likewise so utilize lats for a sales office, models, or recreation area, so long as satial persons or entitles to likewise so utilize lats for a sales office, models, or recreation area, so long as satial persons or entitles to likewise so utilize lats for a sales office, models, or recreation area, so long as

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

BLOCK	LOTS	MINIMUM 8Q. PE	MINIMUM SETBACK REQUIREMENTS			
			FRONT	REAR	SOE	USE
E	1-73	2500	:141	ß	10	Single Family
R	1-36	25(10)	30	15	10	Single Family

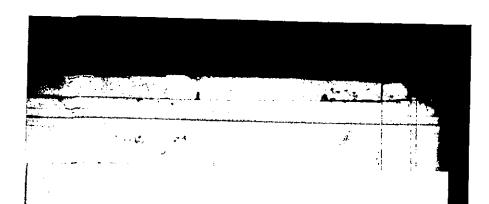
Where two or more loss are acquired and used as a single building site under a single OWNER, the side for lines shall refer only to the lines hordering on the adjoining property.

Schack flies for corner lots and odd-shaped lots shall be as near as possible as set out above. eNcept that wriations may be authorized by the SUBDYDER or ASSCCATION at the thme plans for buildings are approved, and a copy of such plans, including the plot plan, or a creori of the variance may be kept on file by the SUBDYDER or ASSOCIATION to establish the serback lines as approved.

bailfdings 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 SCHDVIDER or ASSOCIATION to establish the setback lines as approved.

3. PLANS SPECIFICATIONS AND LOCATION OF BULDINGS, OWNER shall submit to SUBDI. VIDER or ASSOCIATION a focation and plot plan, prehabatery plans and specifications for all inflittings and structures to be creeded on the bit and a professional preliminary analysing to the detail and to scale is all structures and submit to SubDIVIDER or ASSOCIATION 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 hardscaping, 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, fund 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. Fairure to obtain written approach of SUBDIVIDER or ASSOCIATION shall then have the right to proceed in the contribution on the lot and the final prior shall then have the right to proceed in the contribution on the lot and the final professional finalescape plan shall be descended 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 with the indiffusing, planshing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Cora Saypings Bully construction. New More and the responsibility in this regard before, during, or after construction on any building bepartment, or after appropriate authority, the necessary technical data with regard to construc

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



No structure of any kind of what is commanly known as "factory built." modulur," 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 dealed by SUBDIVIDER or ASSOCIATION, neither SUBDIVIDER or ASSOCIATION shall assume my diability for my has that might be sustained by OWNER.

Roots shall have a uninform pitch of 2.4222 and shall be constructed of flat or hard rement the hund sawn or split redar shakes, state, copper, a stepped bermuch type root of poured light weight aggregate concrete, all as defined by continon usage in flowing County. In the event that some new, attractive material for rooting surfaces is discovered, or invented, the SUBDIVIDER or ASSOCIATION may, in its sole discretion, approve the use of such now materials.

Flat roofs on screened porches, Florida rooms in utility rooms shall not be permitted unless focated to the rear of the building and first approved by SIBDVIDER or ASSOCIATION in writing not withstanding the foregoing, a mansard roof or a flat roof located closwhere than to the rear of the building may be permissible if first approved in writing by 8 'HINIDER or ASSOCIATION. All refer to the close of the building may be permissible if first approved in writing by 8 'HINIDER or ASSOCIATION. All refer from still not have a front entrunce door. Refusal of approval or plans and specifications, location and plot plan, by the 8C-BINVIDER or ASSOCIATION may be based on any ground, including purely acothetic promats, in the sole and absolute discretion of the 8C-BINVIDER or ASSOCIATION.

Lambouring as rounted and as shown on the authority final hudsware also shall be complete.

Lambacaging 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 Occapancy by the appropriate governing authority. So gravel or blacktop or paved parking strips are to be allowed. Driveways must be constructed with materials as approved by \$14BDVIDER or ASSOCIATIOS.

The location and type of mailtox must be approved by \$2BDVIDER or ASSOCIATIOS prior to installation. All nailboxes must be maintained in good condition as determined by \$1BDVIDER or ASSOCIATIOS.

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 povement edge of any abuting streets or to the waterline of any abuting lakes or causis 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 SUBDIVISIOX, and to determine the hours of construction, repair or maintenance.

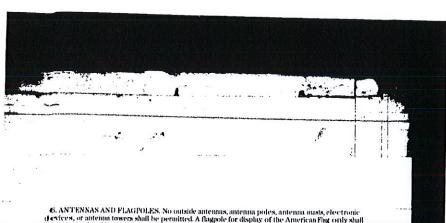
4. GARAGES, CARPORTS AND STORAGE AREA. No gauge shall be erected which is separated from the main building, and the garage shall accommodate no loss than two (2) nor more than three (3) autorabiles. All garage doors must be equipped with automatic door openers and closers so that when ingress and epiess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

No uneuclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. So enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int. No enclosed storage area shall be permitted on any int.

ASSOCIATION.

6. 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 actioning property, and no hedge or shruisbery abutting the property lines shall be permitted with a height of more than six (6) feet without written approval by SHBDIVIDER or ASSOCIATION, Permeter walls and fences shall not be permitted. No wall or fence shall be constructed on any for until its height, length, type, design, composition, materials and location on the lot shall have been approved in writing by SHBDIVIDER 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 SHBDIVIDER 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.

CHAIGO. An approved mappine small not be used as an internat.

7. ACCESSORY OR TEMPORARY BIHLDINGS, No tents and no necessory 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 for darking construction, and its size, appearance and emporary location on the for must be approved by SUBDIVIDER in writing, and, any signs to be used in conjunction with this temporary construction facility must also be approved by SUBDIVIDER in writing, and SUBDIVIDER in the surface has a sufficient quantity so as to shield it from all adjacent streets and properties.

AS GARIBAGE CONTAINERS, OIL AND GAS TANNS, AIRCONDIFTIONERS, All garlage 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 sistle from any street or adjacent properties, and a dequate landscaping shall be installed and maintained by the OWNER. All affected flowing 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.

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

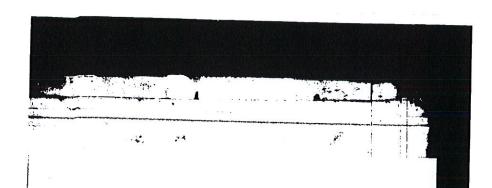
10. METTIOD OF DETERMINING SQUARE FOOT AREA. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patlos and terraces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

1 L 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 SIB-DIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by SUB-DIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

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 destrable as determined by the ASSOCIATION it is sole discretion, the ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is hiereby 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 shill 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 psyable Immediately upon letting of the contract for any of the aforesaid improvements. If any OWNER into temporationate cost thereof. The judgment of the ASSOCIATION in the tring of contracts and the expenditure of said funds shall be final. Each OWNER shall be stabilistal aliast so that a direct connection can be made to the nearest street or alley, and the plan for such 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 any where 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. Fulldings, structures, improvements and appartenances to the satisfaction of the SUBDIVIDER of ASSOCIATION or HOMEOWNERS ASSOCIATION, and upon the OWNERS failure to make such COTTECTIONS within thirty (30) days of written notice by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS ASSOCIATION, the SUBDIVIDER, ASSOCIATION or HOMEOWNERS ASSOCIATION or HOMEOWNERS ASSOCIATION or HOMEOWNERS and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER to SUBDIVIDER, ASSOCIATION or HOMEOWNERS ASSOCIATION or HOMEOWNERS ASSOCIATION are required to the OWNER to deposit with the SUBDIVIDER, ASSOCIATION or HOMEOWNERS ASSOCIATION when the SUBDIVIDER, ASSOCIATION OR HOMEOWNERS ASSOCIATION which here the SUBDIVIDER ASSOCIATION or HOMEOWNERS ASSOCIATION. Secure the mornles due for the cost of making the currection 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 attoriety fee, which may be incurred by the SUBDIVIDER, ASSOCIATION or HOMEOWNERS ASSOCIATION in enforcing this then. The Hen herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the form of Len shall state the description of the property encumbered thereby, the name of the OWNER. In any shall have been fully paid.

by such near, as neven provinced, shall have been naily paid.

1-4. 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 us it owns any part of the property subject to this Amendanent 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 oddigation shall not be a MEMBER. Membership shall be appurtenant to, and may not be separated from, awnership of any for 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.

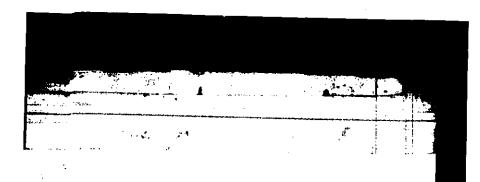
A. Members' Easements of Enjoyment. Every MEMBER shall have a right and easement of errioyment in and to the common property which shall be appurtenant to and shall pass with the title to every lot subject to the following:

- (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

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 II OMEOWNERS' 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 line 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 fien 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 lia bility for the assessments provided for herein by non-use of the common property or by abandonment.



B. Purpose of Assessment. The manual and special assessments leviced by the ASSOCIATION OF HOMEOWNERS' ASSOCIATION shall be used exclusively for the purpose of promoting the recevention, tealth, safety, aesthetic enjoyment and welfare of the residents of the properties covered by this Amendment to Dectaration of Restrictions and in particular forthe improvement and maintenance of the common property and any customent in favor of the ASSOCIATION or ROMEOWNERS' ASSOCIATION, including but not limited to the cost of staces, leasurance, latter, engineer, maintenance and supervision thereof, as well as for such other purposes as are permissible articulars 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.

Delta of Compensement of Annual Assessment. The annual assessments provided for herein stantic 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 BOMEO of the ASSOCIATION, to be the date of commencement. The due date of any issuessment shall be fixed in the resolution authorizing such assessments and my such assessment shall be fixed in the resolution authorizing such assessments and my such assessment shall be graphe in advance to monthly quarterly, semi-numal or unusual installinears, as determined by such thours.

by said floatnis.

17. EFFECT OF NON-PAYMENT OF ASSESIMENT If the assessments berein provided are not paid on the date when due, there such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, the reupron become a continuing then on the property as of the date of recording of a Claim of Lien in the Pathile Records of Broward County, Florida, which Claim of Lien shall state the description of the let encountered thereby, the name of the OWNER, the amount due and the date when due, Suld the ability such property in the bands of the then OWNER, its heirs, devisees, personal representative and assigns.

Halios of the fine owners, his neurs, accisees, personn representative and usingus.

If the assessment is not paid within thirty (30) days after the definquency due, the assessment shall bear interest from the date of definquency at the highest logal rateuroder the usary 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 unmount of such assessment at foots and expense, including areasonable altorings' fee, which shall be incurred by the 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 malled 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 flestrictions or the By-Laws of THE MAPLE WOOD ISLE ASSOCIATION, INC., shall be in writing and delivered or market of 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.

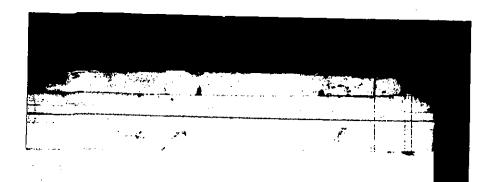
By HOMEOTHER ASSECTION.

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

20. TRICKS, 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 overright; 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.

8

Maria Caraca



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

without the witten approval of the SUBDIVIDER or ASSOCIATION.

22. UFILITY 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 casements shown upon the recorded plat of this SUBDIVIS(O), each being designated "Fullity Ensement" and there is also hereby reserved assoments and rights of way for constructing nucleor gays for electric and telephone poles, as shown on the recorded plat of this SUBDIVIS(O), and there is hereby farther reserved for a term of twenty (20) years from the above of this fartiment by the SUBDIVIDER, its successors and uselys, full free right and authority to lay, operate and malatain such dradings facilities, sandary sewer faces, gas and electric litros, communication things, and such other and forther 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 (of feet in width, being six (i) feet (as accounted a right angles) from all side, from and recent follows in the aforesaid SUBDIVISION. The SUBDIVIDER or ASSOCIATION will cause in be recorded from that to time various declarations of gasements setting forth the foreition of all said on somentament the rights berefar reserved and this right, except for the recorded casements, shall terminate in twenty (20) years.

23. NON-LABLITY OF SUMMYDER, ASSOCIATION, OR HOMEOWNERS ASSOCIATION. The SUBMYDER or ASSOCIATION or HOMEOWNERS' ASSOCIATION beroin 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. NUSANCES, Nothing shall be drate which may be or may become attransparce to the neighborhood. No actions, unpleasant or offensive activity shall be carried on, nor may anything be done in thee neighborhood which can be construed to constitute a missance, 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 float.

25. Fil.LiNG IX. No lot shall be increased in size by filling in the water on which it abuts, and the slope of the constant lake banks shall be maintained by OWNER.

26. OWNER COMPLIANCE. The coverants, restrictions and servindes imposed by the Amendment to Declaration of fleatrictions shall apply not only to OWNERS, but also to any person or persons, entity or estilles, accupying the OWNER's premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

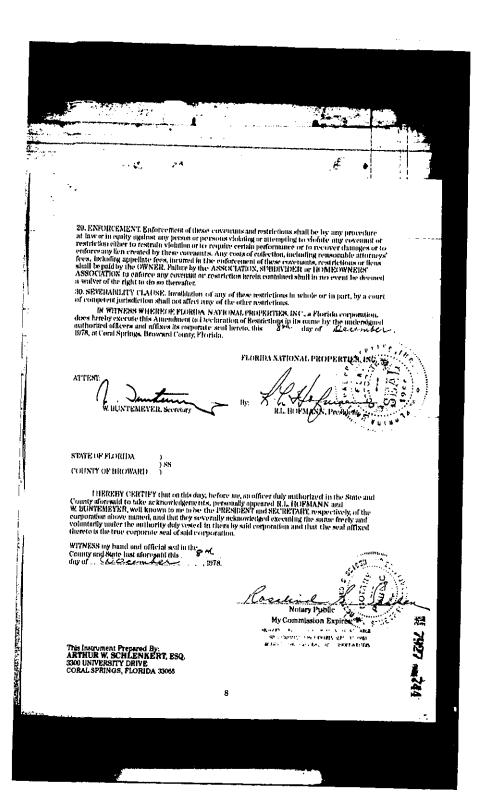
Fightre of the UNIXE to notify said persons or occupants of the existence of sold restrictions shall not keap year to limit or divest the right of SUBDIVIDER, ASSOCIATION or HOMEOWNERS' ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, it censees, invitees or guests, and by guests, ill censees and invitees of his tenants at any time.

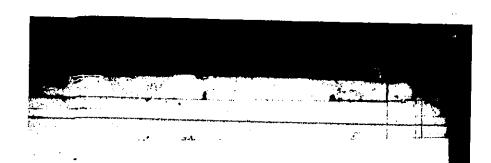
Receives and invices of its tenants at any time.

27. DECLARATION OF INSTRICTIONS RUIN 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 insure to the benefit of rund be enforceable by the SUIDVIDER, ASSUCIATION or the OWNER of any property subject to this Australiance to Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns for a term of blirty (30) years from the that chis 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 OWNER of two-chiats (27a) of the lots has been recorded agreeing to change or terminate said covenants and restrictions in whole or in part.

been recorded agreeing to enauge or currimate said coveraints and continuous and could be a 28. AMENDIENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in its sole discretion, multip, aread, 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 coveraints and shall its no way impair the general and uniform plan of development originally set forth hereis.

" (%2/ mg74;





BY-LAWS THE MAPLE WOOD ISLE ASSOCIATION, INC.

ARTICLET

BEFINITIONS

Section I. 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 mentings as defined a useful 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 greferred to herein as MAPLE WOOD ISLE RESTRICTIONS.

ARTICLEB

LOCATION OF PRINCIPAL OF FICE

Section). The principal office of the ASSOCIATION shall be located at: 2300 University Drive, Coral Springs, Florida 33005 or at such other place as may be established by resolution by the Board of Directors of the ASSOCIATION.

ARTICLE IN

VOTING RIGHTS AND ASSESSMENTS

Section I. Every person or entity who is an OWNER of a lot, including the SUPDIVIDER, at all times as long as it ower any property subject to the Maple Wood lake Restrictions, shall be a MEMBER of the ASSOCIATI —, or lated that any such person or entity who holds such interest only as a security for the personnece of an obligation shall not to a MEMMER. More bestly shall be appartenant 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 the shall been threst 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

DOARD OF DIRECTORS

Section L.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.

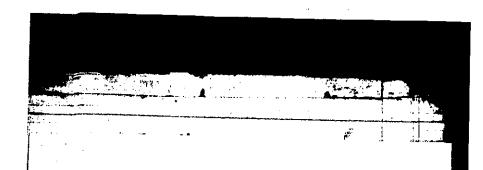
Section 2. Any vacuacy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that SUB-DIVIDER, to the exclusion of other MEMBERS and/or the Hourd isself, shall fill any vacancy crested by the death, resignation, removal or other termination of services of any Director appointed by SUB-DIVIDER. A Director appointed to fill a vacancy shall be appointed for the anexpired 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 i. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the MEMBERS or their proxies may east, in respect to each vacancy, as many value 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.

경투 **12**5



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 ASSICIATION. 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 and the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4. The Nominating Committee shall make us many roundations 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.

Marie San

Section 6. All elections to the Board of Directors shall be made on written ballot which shalk (a) describe the vacancies to be filled; (b) set forth the names of those nonlinated 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) clays in advance of the date set forth therein for a return (which shall be a date not later dam seven (7) days before the annual meeting or special meeting called for elections).

(7) days before the annual meeting or special neeting called for elections).

Section 6. Each MEMISER shall receive as many ballots as he has votes. Notwithstanding that a MEMISER may be entitled to several votes, he shall exercise on any one ballot only one (1) weter ouch vacancy shown thereon. The completed ballots shall be returned as follows: Each such "BALLOT" cavelops abult contain only one (1) ballot and the MEMISER's shall be addressed that here of "BALLOT" cavelops abult contain only one (1) ballot and the MEMISER's shall be addressed that here of the verification procedures of Section 7, the inclusion of more than one (1) ballot in any one "BALLOT" cavelops shall disquality the return. Such "BALLOT" cavelops, or envelopes (if the MEMISER or his proxy is exercising more than one vote), shall be placed in notitive scaled envelope which shall bear on its face the name and signature of the MEMISER or his proxy, the number of ballots being returned, and such other information as the Heard of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained deemin. The ballots shall be returned to the Secretary at the address of the ASSOCIATION'S offices, or at such other address as clesignated upon each ballot.

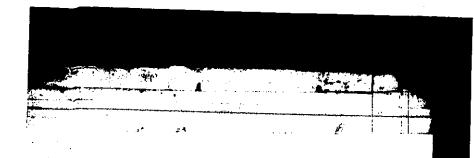
cresignated upon each manor.

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 "BALLIT" civelopes shall be tarried over, transpened, to an Election Committee which shall consist of the members of the Nontinuting Committee. The Election Committee shall then adopt a procedure which shall (a) establish that the number of envelopes marked "BALLIT" corresponds to the mumber of voices allowed to the MEMBER or his proxy identified on the outside givelope containing them:

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 have 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 "BALLIT" envelopes and the counting of the votes, if any "BALLIT" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be contact. Immediately after the autosincement of the results, indess 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

POWERS AND DUTIES OF THE HOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

(a) To call special meeting of the MEMBERS whenever it decins necessary and it shall call a meeting of the MEMBERS whenever it decins necessary and it shall call a meeting of any time upon written request of one-fourth (14) of the voting membership, as provided in Article X, Section 2;

(b) To appoint and remova a pleusure all officers, agents sud cuplayees of the ASSOCIATION, except those appointed by SUBBIVIDER, prescribe their duties, fix their compensation, and require of their such as expedient. Nothing contained in these By-Laws shall be constructed to prohibit the employment of any MEMBER, Officer or Director of the ASSOCIATION in any expactly whatsoever;

(c) To establish, levy and assess, and cocket the assessments or chapter 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 multiority vested in or delegated to the ASSOCIATION, except those reserved to the MEMBERS in the MAPLE WIDD 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 nacetings of the Board of Directors, the Board may by action taken at the meeting during which sald third absence occurs, declare the office of said absent Director to be exeaut.

absent Director to be vacant.

sbent Director to be seant.

Section 2. It shall be the day 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 at six special meeting when such is requested in writing by use-fourth (14) of the voting membership, as provided in Article X, Section 2;
(b) To supervise all officers, agents and employers 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 after or period into, 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 antice of each assessment to every OWNER auticet thereto.
(4) To be an observable officer to issue, upon demand by any person a certificate setting forth whether are assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE YE

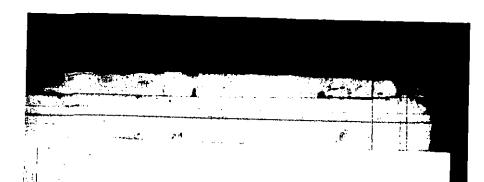
DIRECTORS MEETINGS

Section I. A regular meeting of the Board of Directors shall be held on the second Monday of each month at 7:30 o'clock EM, 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 fell 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 Bourni 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.

30



Section 4. The transaction of any business at any meeting of the Bourd of Directors, however called and noticed, or wherever held, shall be as which as though made at a meeting only held after regular call and notice if a quorum is present, and if either before or after the meeting, cask of the Directors on 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 filled with the corporate records and made part of the minutes of the meeting.

Section 6. 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 Bourd of Birectors

Section 4. The President shall preside at all meetings of the Board of Directors shall see that ordered and resolutions of the Board of Directors are carried out sandsign off notes, theks, leases, mortgages, deeds and all ofter written instruments. The President shall not be the Secretary.

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

Section 6. The Secretary shall be ex-officio the Secretary of the Bourd of Director, shall record the voies and keep the admitted of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership, the shall keep the records of the ASSOCITION. He shall record in a book kept for the purpose the nomes of all MEMBERS of the ASSOCITION together with their addresses as registered by such MEMBERS (see Article X, Section 3).

as registered by such MEMBERS (see Article X, Section 3).

Section 7. The Treasurer shall receive and deposit to appropriate bank account all number of the ASSOLATION and shall disburse such funds as illected by resolution of the Board of Directors, produced however, that a resolution of the Board of Directors shall find be necessary for disbursements. The freasurer shall sign all cheeks and notes of the ASSOLATION, provided that such checks and total shall also be signed by the President or the Vice Prosition. The freasurer shall sign an annual and to do the ASSOLATION brooks to be made by a certified public accommant at the completion of each fixed year. He shall prepare as natural budget and another accession as a statement and the longer and balance sheet statement and the longer and balance sheet statement shall be presented in the member ship at its regular annual meeting.

ARTICLE IX

COMMITTEES

Section I. The Standing Committees of the ASSOCIATION shall be:

(a) The Recreation Committee;

(b) The Multiconnec Committee;

(b) The Architectum Control Committee;

(c) The Architectum Control Committee;

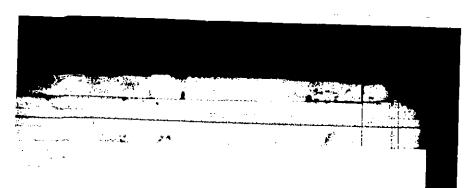
(d) The Publicity Committee;

(e) The Finance and Audit Committee;

(e) The Finance and Audit Committee;

Unless otherwise provided herein, each committee shall consist of a Chairperson and we or more members and shall include a member of the Board of Directors for board contact. The committee shall the close of the next annual meeting to serve until the close of the next annual meeting to be appointed by the Board of Directors as soon as possible after the annual meeting to serve until decins 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.



Serion 3. The Maintenance Committee shull advise the Board of Directors on all autters pertaining to the maintenance, repair or tarprovement of MAPLE WOOD INLE 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 datles and functions described I in Article II, Pangraph 3 of the Maple Wood Isle Restrictions. PLODIDA NATIONAL PROPERTIES. I NC, shall appoint the members of this committee as long as it shall own any lot in MAPLE WOOD I SLE. It shall watch for any proposals, programs or activities which may adversely affect the residentia value of MAPLE WOOD ISLE and shall advise the Boned of Directors regarding ASSOCIATION action contracted.

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

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

Section 8. With the exception of the Nominations Committee until the Architectural Control Committee, that then only note those functions that are governed by the MAPLE WOOD ISLE RESTRICTIONS), each committee shuft 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 6.4 shall be the duty of each committee to receive complaints from MEMBERS on a ray matter involving ASSOCIATION functions, duties, and activities within its field of responsibility. It is fall dispose of such complaints as it deems appropriate or refer them to such after connaditive. Director of Officer of the ASSOCIATION as is further conversed with the matter presented.

ARTICLE X MEETINGS OF MEMBERS

Section 1. The regular minutal investing of the MEMBERS shuff be held on the second Thesday of the month of January in each year, at the boar of 7:30 o'clock PM. If the day for the annual meeting of the MEMBERS shall full 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 MEMDERS for any purpose may be called at any time by a ray two or more members of the Board of Directors, or upon written request of the MEMDERS who have a right to rote one-fourth (1/4) of all of the votes of the entire membership.

have a right ovote 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 any be given to the MEMBER by the secretary notice any be given to the MEMBER of their personality or by sending a copy of the notice through the mail, possing thereon fully prepaid, to his address suppositing 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 malled at least six (5) days as soft of the meeting and shall set forth in general the nature of the bindness to be transacted, provided however, that if the instincts of any meeting shall move men election governed by Article 9 or any action governed by the Articles of incorporation or by the MAPLE WOOD ISLE RESTRICTIONS, notice of section 4. The presumes at the meeting soft MEMBERS outlithed to cost, or of croving publiced.

sten meeting shall be given or sent as cherein provinces.

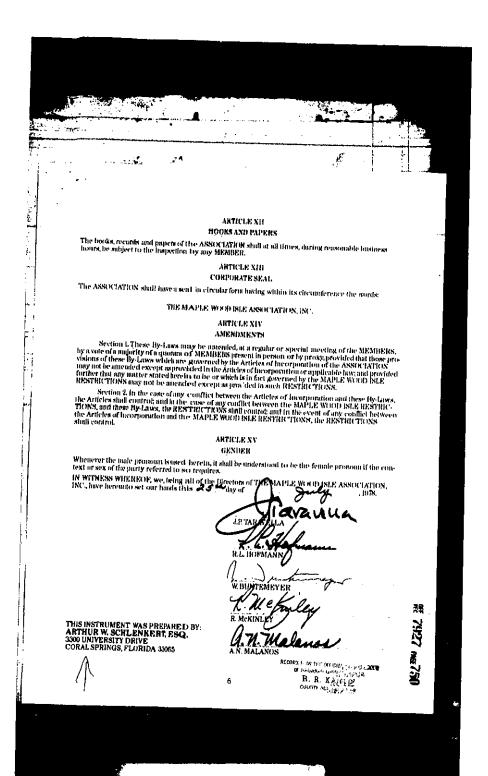
Section 4. The presence at the meeting of MEMBERS entitled to east, or of provies entitled to be east, one-third (1/8) of the votes of the entire membership shall constitute a quorum for any action governed by those By-Laws. Any action governed by the Articles of Incorporation or by the MAPLE WOOD ISLE 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 cleven (11) months, and every proxy shall automatically cease upon sale by the MEMBER of his for or interest therein in MAPLE WOOD ISLE.



The state of the s

OF THE OWNER OF THE OWNER,

-27. 100 CE - 100 CE

300

CONTRACTOR OF THE

and the second second

84-144923

DECLARATION

OF RESTRICTIVE COVENANTS FOR LOTS 33 AND 34 IN BLOCK 2 OF MAPLE HOOD

WHEREAS, Plorida National Properties, Inc., a Florida corporation (hereinafter referred to as 'beclarant PNP') and, Harvey S. Kleinama and Bonnia M. Kleinaman, his wife (hereinafter referred to as 'beclarants Kleinaman') (beclarant PNP and beclarants Kleinaman') (beclarant PNP and beclarants Kleinaman') the owners of those certain lots of land situate, lying about the City of Coral Springs, Broward County, Plorida, sometimes hereinafter referred to as the 'land', which are more particularly described hereinabelow, 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 Commty, 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 14 in Block 8 of HAPLS WOOD which lot has a single family detached dwelling house erected thereon; and

WHEREAS, Declarant PNP is simultaneously with the execution hereof conveying Lot 33 in Block E of MAPLE WOOD to 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 2 of MAPLE MOOD become an appurtenance to the dwelling house on Lot 34 in Block 8 of MAPLE WOOD:

NOW THEXEFORE, the Declarants hereby declare that the following restrictive covenants are hereby imposed on the land as

ARTICLE I

Special Protective Reatrictions

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 peclarants Kleinman, their heirs, of the land shall not for said the land, but shall bold or alienate or devise a portion or portions of the land, but shall bold or alienate the same only as one continuous that the land, but shall bold or alienate the same only as one continuous that the land is to be conveyed that the land is to be conveyed as separate lots, Lot 33 in Block E of MAPLE WOOD shall not be

في

:;;

Ċ, 22

a de Santonio 11.172.25

conveyed to anyone other than the fee simple title holder of Lot 32 in Block 3 of MAPLE WOOD for the purpose of supporting a tennie 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 MAFLE MOOD 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 MOOD, then, in that event, the termis court on Lot 33 in Block E of MAPLE MOOD 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 bours 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 beclarant PNP 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 beclarant FMP, 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 beclarant PNP 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 PNP, 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 latent and meaning of the provisions hereof, and Declarant PNP shall not thereby be deemed quilty of any manner of trespass for such entry, abatement or removal.
- D. In the event Declarant PNP 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 foreclosed in equity in the same manner as is provided for the shall be effective from and after the time of recording in the 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 beclarant 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 liens, 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 FRA 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

e e e e e e e e e e e e e e e e e e e	And the second of the second o
	The state of the s
	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 my be maintained at the option of the lien holder without waiving the lien securing the same.
STREET SECTIONS	TH HITNESS WHEREOF, the Declarants have caused these presents, to be duly executed all as of this 24th day of April ,1984.
	FLORIDA NATIONAL PROPERTIES, INC.
	By: J. Juntary President
	an. Waland 1
	A. N. Halanos, Secretary Signed, sealed and delivered
	in the presence of: A land the presence of:
	mary P. Comall Barry 8. Kleinman L.S. Bound & Kleinman L.S.
	STATE OF PLORIDA) COUNTY OF BROWARD)
	The foregoing instrument was acknowledged before me this 14th day of April , 1984 by W. BUNTEMEYER, PROPERTIES, INC., a Plorida corporation, on behalf of the
44.16.7	Hy Commission Expires: Millet Commission Expires: Millet Commission Expires: Millet Commission Expires:
	(Notary Seal) STATE OF PLORIDA) : S9
	COUNTY OF BROWARD) The foregoing instrument was acknowledged before
	Ex Completed and Hard
2000 2000 2000 2000 2000 2000 2000 200	Motary Public Cr
	では、 ・ ・ ・ ・ ・ ・ ・ ・ ・ ・ ・ ・ ・
7 2 2	~3~
	24

CORAL SECTION AND STREET OF THE SECTION OF THE SECT SHABET BY

DECLARATION

81-291007

RESTRICTIVE COVENANTS

WHEREAS, MANNE PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant", in the owner of those certain lots of land situate, lying and being in the City of Coral Springs, Broward County, Florida, nometimes 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, Plorida;

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 WOL, 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 allenate 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 there-

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, Plorida Mational Properties, Inc., a Florida corporation (hereinafter "PNP"), or the fee simple title holder of any property subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns.

ARTICLE 11

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 PNP, their successors or assigns. Invalidation of any one of these restrictions by judgmont 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 appollate proceadings.
- 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 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.

 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, Plorida, 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 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 fass and costs. Ali such liens shall be subordinate to the lien of a first mortgage held by any Institutional Lender (any bank, insurance company, VA or PHA approved mortgages or federal or state savings and loan association having a first mortgage lien upon a lot) recorded prior to the time of mortgages or federal or state savings and loan association having a first mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title, this shall operate to ralease a sunpaid charges may be maintained at the option of the lien holder of without waiving the lien securing the same.

- 3 -IN WITNESS WHEREOF, HANNE PROPERTIES, INC., has caused these presents to be executed in its name, and its corporate seal to be becount affixed, by its proper officer thorounto duly authorized, all as of this 10 day of 11 to 10 day. A.D., 1981 MANNE PROPERTIES, INC. (Corporate Seal) STATE OF FLORIDA COUNTY OF BROWARD) The foregoing instrument was acknowledged before me this 19th day of October , 1931, by Lee Manne, President of MANNE PROPERTIES, INC., a Florida corporation, on behalf of the My Commission Expires: (Notary Seal) Gregory S. Sollitto

SECONDA HATIONAL PROPERTIES, INC.

RCONSTRUCTION OF STREET STREET

器 9850 mg983

91044181

DECLARATION OF REFERENCES AND PROTECTIVE COVERANTS FOR LOTS 18 MED 19 IN BLOCK E OF MAPLE MOOD

("Declaration") made this lift day of Thunky 1991, by Florida National Properties, Inc., a Florida corporation ("FMP");

ELTERSSET SI

("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 18, in Block 8, of MAPLE MOOD, seconding 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

معامد معرج . . .

on the hereinabove described Lot 19 ("Lot 19") and the Gardie's desire to construct a tends court on the hereinabove described Lot 18 ("Lot 18") as an appartenant use to Lot 19; and

EMBREAR, FMP has reserved for itself and has also granted to Ocean Mile Association, Inc., a Florida corporation (*OMA*) to Ocean Mile Association, Inc., a Florida corporation (*OMA*) and the service of operation, administration, administration of Restrictions for Maple Wood, recorded in the Records Book 8999, at Pages 269 through 272, inclusive, and the American of Restriction of Restrictions for a Portion of Maple Mood, recorded in Official Records Book 7927, at Pages 737 county, Florida (collectively, the "Restrictions"); and

duties under the Restrictions include the right of either MPP or consent) to requirement of the other entity's joinder and thereunder and the construction thereon, and

Garcia constructing a tennis court on Lot 18, subject to the conditions harainafter steted; reservations, covenants and

declares that (in addition to the Restrictions), the Lots shall be held, transferred, sold, curveyed and occupied subject to the

耳:

٠ عد

<u>خو</u>

Page 1 of 4

ARTICIA I

General Postrictions

PERSONAL PROPERTY OF LOT 18.

1.

A. FRP, on behalf of itself and ONA, shall permit a tennis court on Lot 1s so long as title to all of Lot 1s is simultaneously held by either the them existing titleholder to Lot 1s or by the them existing titleholder to Lot 17 (*Lot 17*) in Block E of the foregoing described MAPLE MOOD Plat.

b. In the event title to lot 1s should be conveyed separate and apart from Lot 19 to a bone 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

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 with the terms, provisions and conditions of the satisfaction, and completed to the satisfaction of either FNP or CMA (whose approval shall not be unreasonably withheld) within twelve (12) months after. Commencing said construction, or (b) the location where the tennis court was removed. All of the landscaping material shall be installed on Lot 18 in of the landscaping material on Lot 18 will be properly maintained in good and living condition (as conditions for the landscaping material and living that term is hereinafter defined). "Good and living 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 is. Landscaping plans and specifications for Lot 18 shall be submitted to and approved by either FNP or CMA prior to the installation of landscaping material. Any dispute as to the type, design or determined by either FNP or CMA, whose decision shall be final.

2. RESTRICTIONS PROPERTIES TRANS COMPT ON LOT 18. He 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 CMA (whose approval shall not be unreasonably withhold).

A. An approved court shall be constructed within the building setback area as set forth in article II, GENERAL RESTRICTIONS, Paragraph 2, SETRACK LINES AND SIZE OF EDILIDING, 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 sade by either PMP 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 s.m. each day, nor shall play occur during these hours. The maximum height of

Page 2 of 4

MRF: BJK: 011091

Ī

13

The state of the state of

The transfer of the state of th

から かえ はかかん

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

APPICIA II

General Provisions

- 1. EXTICE TO PMP/ONA. Any notice to PMP or ONA, shall be in writing and delivered or sailed to PMP or ONA at its respective principal place of business as shown by the records of the Florida Department of State, or at my other location designated by PMP or ONA.
- 2. EMPORTMENT. FMP or CMA 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 FMP or CMA 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 namer to modify, explain, enlarge, or restrict any of the previsions herein.
- 4. DECLARATION RUNS SITE THE LIMB. The terms, provisions, conditions, reservations, covenants and restrictions of this beclaration shall run with the Lots and be binding upon Garcia and their successors, assigns and grantees.
- 5. AMERICANT OF DEVIADATION. PMP may, in its sole discretion, modify, amend, waive, add to, or terminate this Decolaration, or any part thereof.
- 6. ASSIGNMENT OF DECLARATION. THE 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, Florids.
- 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 NITHESS NERREST, INP does bereby execute this Declaration in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this <u>Jur</u> day of <u>IFRAMARY</u>, 1991.

TOTAL STATE OF THE STATE OF THE

FLORIDA HATIONAL PROPERTIES, INC.

By: N. Buntemeyer, President
Attest: A.M. M. Malanos, Secretary

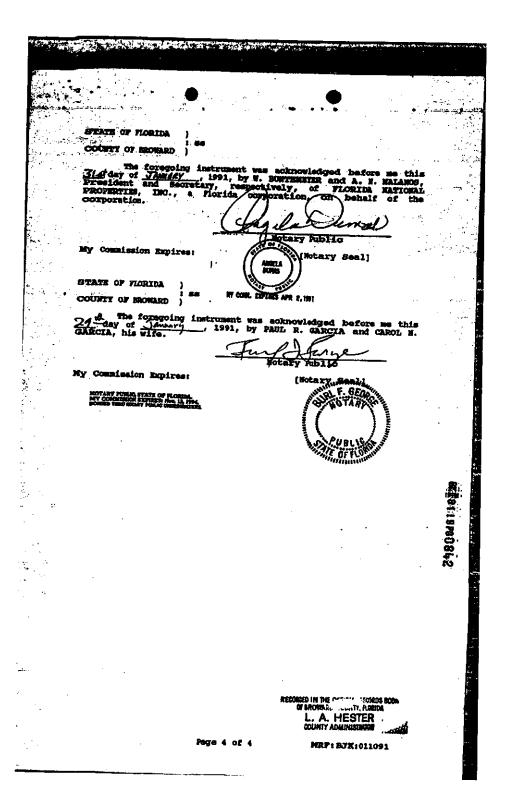
MARE

JOINED BY AND COMBENTED TO:

Pauly R. Garcia and M. Garcia farol N. Garcia

Page 3 of 4

MRF: 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 individual property.

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-desacs, 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.

<u>No</u> 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 culde-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.

Brian Becher
Jill B. Berkman
David W. Black
Edward B. Deutsch
Steven W. Deutsch
Steven C. Elkin
Neil G. Frank
E. J. Generotti
Leorah G. Greenman
Bruce Hurwitz
Michael A. Kammer
Michael Kassower



Andrew D. Levy
Hofit N. Lottenberg
Steven W. Marcus
Joel M. McTague
Constantina A. Mirabile
Harry P. Mirabile
Randy J. Nathan
Marc A. Silverman
Robert T. Slatoff
Maria P Spiliopoulos
David Neal Stern
Leanne B. Wagner
Steven A. Weinberg

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

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 26 day of 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 <u>Amendments</u>, 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.

Attest:

BARBARA WALLACH, Secretary

THE MAPLE WOOD ISLE ASSOCIATION, INC.

KENNIMISON, President

STATE OF FLORIDA

)) SS.

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this $\frac{\sqrt{3}}{2}$ day of $\frac{\sqrt{3}}{2}$, 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

NOTARY PUBLISH BY COMM. BUT COMM. BU

Brian Becher
Jill B. Berkman
David W. Black
Edward B. Deutsch
Steven W. Deutsch
Steven C. Elkin
Neil G. Frank
E. J. Generotti
Leorah G. Greenman
Bruce Hurwitz
Michael A. Kammer
Michael Kassower



Andrew D. Levy
Hofit N. Lottenberg
Steven W. Marcus
Joel M. McTague
Constantina A. Mirabile
Harry P. Mirabile
Randy J. Nathan
Marc A. Silverman
Robert T. Slatoff
Maria P Spiliopoulos
David Neal Stern
Leanne B. Wagner
Steven A. Weinberg

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

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 BYŁAWS 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 <u>underlined</u>
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.

By:

Witness

STATE OF FLORIDA

) SS.

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this

4 day of

Mark

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:

STEPHA WEINBERG

MY COMMISSION IF FRATTY

EXPIRES Aga 8, 2020

STEPHA WEINBERG

MY COMMISSION IF FRATTY

EXPIRES Aga 8, 2020

STEPHA WEINBERG

MY COMMISSION IF FRATTY

EXPIRES Aga 8, 2020

SMAN TO NORTH TO FRATTY

EXPIRES Aga 8, 2020

SMAN TO NORTH PUBLIC AGAS TO SMAN TO SMAN PUBLIC AGAS T