

This Instrument Prepared By/Record and Return To:
Name: Kenneth Y. Gordon, Esquire
Address: Florida National Properties, Inc.
3300 University Drive
Coral Springs, Florida 33065

Stamps \$ 2,152.20 Tax \$ —
Documentary Intangible
RECEIVED in Broward County as required by
law.
by Debra M. Elrod
Deputy Clerk

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #(s): **92133314**

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made and executed the 26th day of March A.D. 1992 by FLORIDA NATIONAL PROPERTIES, INC., a corporation existing under the laws of the State of Florida, and having its principal place of business at 3300 University Drive, Coral Springs, Florida 33065, hereinafter called the grantor, to CHARLES J. BOSCO and JANE P. BOSCO, his wife, whose permanent postoffice address is 5975 North Federal Highway, Suite 243, Fort Lauderdale, Florida 33308, hereinafter called the grantee.

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

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viz:

A portion of Tracts 11, 12 and 13, Section 9, Township 48 South, Range 41 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof, recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, more particularly described in Exhibit "1" attached hereto and made a part hereof; said lands situate, lying and being in the City of Coral Springs, Broward County, Florida.

SUBJECT TO: The Declaration of Restrictions and Protective Covenants for a Portion of Tracts 11, 12 and 13, Section 9, Township 48 South, Range 41 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2 attached hereto as Exhibit "2" and made a part hereof by reference as if fully set forth hereat; and the additional restriction that the land hereby conveyed shall not be used for more than fifty-two (52) dwelling units, and this restriction shall be a covenant running with the land and binding upon the grantee.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except for taxes for 1992 and all subsequent years; and easements, restrictions, reservations, covenants, limitations and conditions of record, if any.

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.



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

FLORIDA NATIONAL PROPERTIES, INC.

Signed, sealed and delivered in the presence of:

Kenneth Y. Gordon
Name: Kenneth Y. Gordon

By: W. Buntemeyer
W. Buntemeyer, President

Susan J. Beal
Name: Susan J. Beal

APPROVED
[Signature Box]
[Signature Box]

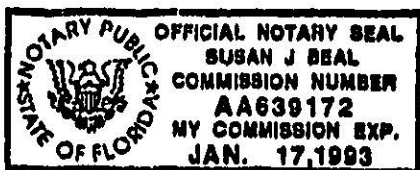
STATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. BUNTEMEYER and A. N. MALANOS, personally known to me to be the 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, and they did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of March, A.D. 1992.

My Commission Expires:

Susan J. Beal
Name: Susan J. Beal
Notary Public
Commission No. AA639172



(Notary Seal)

6/8/92
AE

92 MAR 31 AID: 11
BK 19320PG0706

BROOKSIDE NORTH

A portion of Tracts 11, 12 and 13, Section 9, Township 48 South, Range 41 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof, recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of said Section 9;

thence South 01°02'57" East, along the west line of said Northwest Quarter (NW 1/4), a distance of 1975.12 feet to the westerly prolongation of the north line of said Tract 13;

thence South 89°27'21" East, along said westerly prolongation and said north line, a distance of 30.01 feet to the POINT OF BEGINNING at the northeast corner of the 15.00 foot wide road Right of Way described in Official Records Book 16145 at Page 960 of the Public Records of Broward County, Florida;

thence continue South 89°27'21" East, along said north line of Tract 13, a distance of 1290.38 feet to the southwest corner of said Tract 11;

thence North 01°03'11" West, along the west line of said Tract 11, a distance of 605.44 feet to the south Right of Way line of Westview Drive as described in Official Records Book 14679 at Page 436 of said Public Records;

thence South 89°27'35" East, along said south Right of Way line, a distance of 233.35 feet to the northwest corner of that parcel of land conveyed to North Springs Improvement District by the Warranty Deed recorded in Official Records Book 16166 at Page 390 of said Public Records;

thence South 01°03'11" East, along the west line of said parcel, a distance of 30.01 feet to the southwest corner of said parcel;

thence South 89°27'35" East, along the south line of said parcel, a distance of 30.01 feet to the southeast corner of said parcel on the westerly line of NORTH SPRINGS, according to the plat thereof, recorded in Plat Book 132 at Page 38 of said Public Records;

thence South 01°03'11" East, along said westerly line, a distance of 708.12 feet to the most northerly corner of BROOKSIDE, according to the plat thereof, recorded in Plat Book 139 at Page 3 of said Public Records, at the beginning of a curve concave to the northwest having a radius of 50.00 feet and a central angle of 80°31'39";

R 7 5
11-22-71

BK 19320PG0707

thence southerly and southwesterly, along said curve on the northerly line of said BROOKSIDE, a distance of 70.27 feet to the point of reverse curvature of a curve concave to the southeast having a radius of 496.86 feet and a central angle of 16°09'17";

thence southwesterly, along said curve on said northerly line, a distance of 140.09 feet to the point of reverse curvature of a curve concave to the northwest having a radius of 453.29 feet and a central angle of 27°13'35";

thence southwesterly and westerly, along said curve on said northerly line, a distance of 215.40 feet;

thence North 89°27'14" West, along said northerly line, a distance of 1170.00 feet to the southeast corner of said 15.00 foot wide road Right of Way described in Official Records Book 16145 at Page 960;

thence North 01°02'57" West, along the east line of said 15.00 foot wide road Right of Way, a distance of 279.17 feet to the POINT OF BEGINNING.

Said land being in the City of Coral Springs, Broward County, Florida.

R.A.G.
11-22-91

BK 320PG0708

THIS INSTRUMENT PREPARED BY/
RECORD AND RETURN TO:
KENNETH Y. GORDON, ESQUIRE
FLORIDA NATIONAL PROPERTIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS**

This Declaration of Restrictions and Protective Covenants ("Declaration") made this 26th day of March, 1992, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called DECLARANT;

W I T N E S S E T H:

WHEREAS, DECLARANT, the record owner of the real property hereinafter described, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein;

NOW, THEREFORE, DECLARANT hereby declares that the following described real property situate, lying and being in the City of Coral Springs, Broward County, Florida, is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth, to wit:

A portion of Tracts 11, 12, 13, Section 9, Township 48 South, Range 41 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the Plat thereof, as recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, said land situate, lying and being in the City of Coral Springs, Broward County, Florida, as described on Exhibit "A" attached hereto and made a part hereof.

ARTICLE I

DEFINITIONS

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

1. "DECLARANT" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns, of any or all of its rights under this Declaration.
2. "DISTRICT" shall mean and refer to the NORTH SPRINGS IMPROVEMENT DISTRICT, a local unit of special government and public corporation of the State of Florida, presently having its principal place of business in Coral Springs, Florida, its successors or assigns, of any or all its rights under this Declaration.
3. "DWELLING UNIT" shall mean and refer to a single-family residential detached dwelling.
4. "LOT" shall mean and refer to a platted lot or any lot within the PROPERTY, whether platted or permitted by some lesser governmental administrative process.
5. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in the PROPERTY

or any portion thereof, their heirs, legal representatives, successors or assigns.

6. "PROPERTY" shall mean and refer to the real property hereinabove described.

ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The PROPERTY may be used for DWELLING UNITS and appurtenant uses and for no other purposes. No business buildings may be erected on the PROPERTY and no business may be conducted on any part thereof, nor shall any DWELLING UNIT or any portion thereof be used or maintained as a professional office.

A. No more than fifty-two (52) DWELLING UNITS shall be constructed or erected on the PROPERTY.

B. No more than one (1) DWELLING UNIT may be constructed on any LOT.

2. BUILDING SETBACK AREAS. No structure shall be erected or constructed on any LOT within the following building setback areas:

A. All LOTS shall have a minimum front setback of twenty-five (25') feet.

B. All LOTS shall have a minimum rear setback of fifteen (15') feet.

C. All LOTS shall have a minimum side setback of seven and one-half (7-1/2') feet; provided, however, that all LOTS shall have a minimum street side setback of twenty (20') feet.

D. Notwithstanding anything to the contrary contained in 2.A., 2.B. or 2.C. hereof, all LOTS abutting Westview Drive shall have a minimum setback from Westview Drive of twenty-two and one-half (22-1/2') feet.

E. No bay windows, chimneys, balconies or other similar extended structures shall be permitted on, upon or over the building setbacks. Notwithstanding the preceding provision, the following extended structures shall be permitted on, upon or over the building setbacks:

(1) Building appurtenances such as window sills, decorative banding and other similar appurtenances that do not protrude more than twelve (12") inches horizontally into a required building setback;

(2) Walls, fences, decks, and similar structures not exceeding five (5') feet in height;

(3) The eaves of the roof of the DWELLING UNIT; and

(4) Air conditioners, pool pumps, sprinkler pumps or other similar mechanical equipment, provided there is adequate shielding of said mechanical equipment. The decision of what constitutes adequate shielding shall be made by DECLARANT, whose decision shall be final.

F. Where two (2) or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.

G. Setback lines for corner LOTS and odd-shaped LOTS shall be as nearly as possible as set out above, except that minor variations may be authorized by DECLARANT 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 DECLARANT to establish the setback lines as approved.

3. MINIMUM DWELLING UNIT SIZE. The minimum square feet of living area for a DWELLING UNIT on any LOT shall be one thousand five hundred (1,500 s.f.) square feet. The method of determining the square feet of living area of a DWELLING UNIT shall be to multiply the outside horizontal dimensions of the DWELLING UNIT at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square feet of living area required.

4. GARAGES, CARPORTS AND STORAGE AREAS.

A. Every DWELLING UNIT within the PROPERTY shall have a minimum of a two (2) car garage and no DWELLING UNIT shall have more than a three (3) car garage without the approval of DECLARANT. No garage shall be erected which is separated from the DWELLING UNIT. No garage shall be converted into additional living area. Carports are not permitted. Repair of vehicles is permitted only inside the garage.

B. No unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the DWELLING UNIT.

5. SCREEN ENCLOSURES.

A. No screen enclosures shall be permitted unless the screen enclosure plans, specifications, elevations and location on the LOT are first approved by DECLARANT. Any dispute as to height, location, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final.

B. Screen enclosure plans shall show elevations of the enclosure attached to the elevations of the DWELLING UNIT on the LOT. If OWNER desires to install a screen enclosure subsequent to DECLARANT'S approval of OWNER'S original plans for the DWELLING UNIT on the LOT (and screen enclosure plans and elevations were not part of the original approved plans), OWNER shall be required to submit screen enclosure plans and elevations shown together with DWELLING UNIT elevations or building elevations to DECLARANT. As a condition of approval, DECLARANT may require additional landscaping.

6. MAINTENANCE OF PROPERTY.

A. No weeds, underbrush, dead or dying trees and landscape materials, or other unsightly growths shall be permitted to grow or remain on any LOT, and no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain anywhere on any LOT. All lawns shall be neatly edged and all landscaping material shall be maintained in good and living condition at all times. "Good and Living Condition" for the landscaping material shall mean the proper irrigation, fertilizing, grooming and trimming thereof and the replacement of dead, diseased and/or missing landscaping material with the material of the same species, height, width, and quality as the remaining landscaping material on the LOTS, unless a variation is approved in writing by DECLARANT. Failure by OWNER to maintain the landscaping as required herein and/or to keep the LOT free of weeds, underbrush, dead or dying trees, unsightly growths, refuse, trash, junk or other unsightly objects, and upon fifteen (15) days after notice to commence the corrections as required by DECLARANT, shall be cause for DECLARANT to enter upon the LOT to maintain such landscaping and/or to remove said objectionable material and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due

and payable within fifteen (15) days after written request from DECLARANT for payment.

- B. OWNER shall maintain the LOT and the DWELLING UNIT, structures, improvements, landscaping and appurtenances thereon in a good, safe, clean, neat, finished, painted and attractive condition at all times to the satisfaction of DECLARANT. No rust stains or discoloration shall be permitted upon the exterior surfaces of any DWELLING UNIT or structure. Upon OWNER'S failure to maintain the LOT, DWELLING UNIT, structures, improvements, appurtenances and landscaping to the satisfaction of DECLARANT and upon the OWNER'S failure to make such corrections within fifteen (15) days of written notice by DECLARANT, DECLARANT may enter upon the LOT to remedy any unsightly condition and/or comply with the requirements imposed herein and make such improvements or corrections as may be necessary. Entry upon the LOT for such purposes shall not constitute a trespass. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment.
- C. Upon failure of OWNER to make payments within the time periods set forth in this paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the LOT in the Public Records of Broward County, Florida, for all sums due in order to secure such payments.

7. LANDSCAPE STRIP. The south ten feet (10') of the north PROPERTY line abutting Westview Drive shall be maintained as a landscape strip.

- A. The landscape strip shall be maintained by OWNER in good and living condition at all times, and shall have installed and continuously maintained an adequate irrigation system.
- B. "Good and living condition" for the landscape strip shall mean the proper irrigation, fertilizing, grooming and trimming of all landscaping thereof, and replacement of dead, diseased and/or missing landscaping with landscaping of the same species, height, width and quality as the remaining landscaping on the landscape strip unless a variation is approved in writing by DECLARANT.
- C. The landscaping requirements for the landscape strip shall be as approved by DECLARANT prior to the installation of any landscaping within the landscape strip.
- D. The determination of whether adequate provision has been made for landscaping within the landscape strip shall be at the sole discretion of DECLARANT.

8. PLANS, SPECIFICATIONS AND LOCATIONS OF STRUCTURES.

- A. Prior to commencement of any construction, reconstruction, or modification of DWELLING UNITS or any other improvements or structures or placement of any structure, including, without limitation, additions, exterior alterations, pools, spas, hot tubs, fences, walls, patios, terraces, screen enclosures or barbecue pits on any LOT, OWNER shall submit to DECLARANT for approval the plans, specifications, exterior materials and colors, location and sealed plot plan thereof, together with a tree survey (if any trees exist on the LOT), and a landscape plan, all of which shall be in sufficient detail for DECLARANT to determine the basic character, general exterior appearance, exterior materials and colors, and general site organization for the proposed construction on the LOT. No exterior colors on any DWELLING UNIT, building or structure shall be permitted that, in the sole judgment of DECLARANT would be inharmonious, discordant or incongruous for the PROPERTY. Any future exterior color changes desired by OWNER must be first approved by DECLARANT.

- B. The final plans and specifications, sealed plot plan, survey, tree survey (if applicable), landscaping plans, and exterior colors and materials, shall be submitted to DECLARANT for approval prior to commencement of any construction and must be in conformance with applicable zoning codes, ordinances, and this Declaration. All electric, telephone, gas or other utility connections must be installed underground.
- C. Pitched roofs shall have a minimum pitch of 4:12 except that deviation from the minimum pitch may be approved by DECLARANT for gambrel and similar type roofs. Pitched roofs shall be constructed of flat or barrel cement or clay tile, split cedar shakes or slate, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. In the event that some new and attractive material for roofing surfaces is discovered, or invented, DECLARANT may, in its sole discretion, approve the use of such new material. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, whose approval may be withheld.
- D. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over twenty-five (25%) percent of the total roof area. Such flat roofs may be permitted over porches, Florida rooms and utility rooms located to the rear of the DWELLING UNIT. Notwithstanding the above, a flat roof located elsewhere than to the rear of the DWELLING UNIT may be permissible only if approved by DECLARANT.
- E. The sealed plot plan shall indicate adequate provision for landscaping, including the planting of trees and shrubs on the LOT. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of DECLARANT. The required landscaping shall be installed at the time of completion of the DWELLING UNIT as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. All areas of the LOT not covered by an approved DWELLING UNIT, structure(s), 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 abutting lakes or canals, if any. A rust-free automatic underground irrigation system of sufficient size and capacity to irrigate all landscaped areas shall be installed and adequately maintained by each OWNER. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan. No gravel parking areas shall be allowed within the PROPERTY. No paved parking areas are to be allowed except as approved by DECLARANT.
- F. No building of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be constructed, erected or placed on the PROPERTY or any LOT. Notwithstanding the preceding provision.
- G. Above ground swimming pools, spas and hot tubs are prohibited.
- H. No outdoor recreational courts, including, but not limited to, tennis, racquetball, basketball, volleyball and badminton courts shall be permitted. Any approved regulation size basketball backboard and pole shall be located adjacent to the LOT'S permitted driveway. The decision of what constitutes "adjacent" shall be made by DECLARANT, whose decision shall be final. Approved poles shall be constructed of metal material.
- I. DECLARANT'S approval or disapproval of plans and specifications, location and plot plan may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of DECLARANT. DECLARANT'S approval of plans and specifications shall never be deemed a

representation as to the technical sufficiency of the plans and specifications. OWNER shall have full responsibility for the sufficiency of design and structure, and for conformity with the requirements of all regulatory agencies.

J. Failure to submit plans and specifications or failure to acquire the approval of DECLARANT as required herein, shall be deemed a material breach of this Declaration. DECLARANT shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith, or a prohibitory injunction to prevent any unapproved structure from being built.

K. No structure shall be erected or constructed on the PROPERTY or any LOT over a height of thirty-five (35') feet measured from the finished grade of the LOT or Parcel.

9. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5') feet and no hedge or shrubbery abutting the LOT lines or property lines of Parcels shall be permitted with a height of more than six (6') feet, without approval by DECLARANT. No wall or fence shall be constructed on any LOT or Parcel until its height, length, type, design, composition, material, color and location shall have been approved by DECLARANT. The height of any wall, fence, hedge or shrubbery shall be measured from the adjoining LOT'S or Parcel's then existing elevations. Any dispute as to height, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final. No wood fencing material shall be permitted. Approved walls or fences shall require appropriate landscaping. The decision of what constitutes appropriate landscaping shall be made by DECLARANT, whose decision shall be final.

10. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or antenna towers shall be permitted. Placement of the aforesaid items within a permitted screened enclosure on the LOT shall be permitted so long as there is appropriate landscaping and/or other screening. The decision of what constitutes adequate landscaping and/or screening shall be made by DECLARANT, whose decision shall be final. No more than one (1) flagpole per LOT for display of the American flag only will be permitted and the flagpole design and location must be first approved in writing by DECLARANT. An approved flagpole shall not be used as an antenna. No flagpole on the PROPERTY or any LOT shall exceed a height of fifteen (15') feet above ground level or the height of the DWELLING UNIT whichever is less.

11. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted on any LOT. DECLARANT may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, color, materials and temporary location on a LOT must be first approved by DECLARANT. No approved construction facility shall be used as a domicile, either temporary or permanent.

12. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

A. All garbage and trash containers, oil tanks, bottled gas tanks, irrigation system pumps, and swimming pool equipment, pumps and housings, must be underground or placed in fenced, landscaped or walled-in areas so that they shall not be visible from any street or adjacent LOTS. Adequate landscaping or shielding shall be installed and maintained by OWNER as required by DECLARANT.

B. All air-conditioning units shall be shielded and hidden by walls and/or landscaping so that they shall not be visible from any street or adjacent LOTS. Wall and window air-conditioning units are prohibited.

- C. Solar collectors shall only be permitted at locations on LOTS, or on structures thereon, as are approved by DECLARANT. All solar collectors shall be flush mounted onto a roof plane or shall be fully screened, and no exposed piping shall be permitted. Shielding of approved solar collectors may be required. The decision of what constitutes adequate shielding shall be made by DECLARANT, whose decision shall be final.
- D. DECLARANT shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by DECLARANT.

13. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless approved in writing by DECLARANT.

14. SIGNS. No signs, either permanent or temporary in nature, shall be erected or displayed on any LOT, DWELLING UNIT, structure, vehicle or window (or be visible through any window on the LOT from any location off the LOT), unless the placement, character, form, color, size, and time of placement of such signs are first approved by DECLARANT. No freestanding signs shall be permitted unless approved by DECLARANT. Said signs must also conform with local regulatory codes and ordinances.

15. TRUCKS, COMMERCIAL VEHICLES, BUSES, RECREATIONAL VEHICLES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS, AND TRAILERS.

- A. No truck or commercial vehicle of any kind shall be permitted to be parked within the PROPERTY for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of a DWELLING UNIT or other improvements on a LOT. No truck or commercial vehicle shall be parked overnight or stored within or near the PROPERTY unless fully enclosed within a garage.
- B. No recreational vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, or campers, motor homes, mobile homes or buses shall be permitted to park within the PROPERTY at any time unless kept fully enclosed within a garage.
- C. None of the vehicles named herein shall be used as a domicile or residence, either permanent or temporary.

16. NO OIL AND MINING OPERATIONS. No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the LOTS, nor shall oil or gas wells, tanks, tunnels, mining excavations or shafts be permitted upon the PROPERTY or any LOT. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any LOT.

17. PETS AND ANIMALS.

- A. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by DECLARANT in its sole discretion. All animals shall be contained on the OWNER'S LOT and shall not be permitted to roam free, or to otherwise disturb the peace of other OWNERS.
- B. Swine, goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by DECLARANT in its sole discretion.
- C. No animal breeding or sales as a business shall be permitted on the PROPERTY.

18. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the PROPERTY. No noxious, unpleasant or

offensive activity shall be carried on, nor shall anything be done within the PROPERTY which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Paragraph shall be decided by DECLARANT, whose decision shall be final.

19. NO FILLING IN DRAINAGE AND MAINTENANCE AREAS. No LOT shall be increased in size by filling in any water or retention or drainage areas on which it abuts, and the slope of abutting canals and lake banks shall be maintained by OWNER. OWNER shall not fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of DECLARANT and DISTRICT.

20. NON-LIABILITY OF DECLARANT. DECLARANT shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person or entity other than itself.

21. APPROVALS. All approvals and disapprovals under this Declaration shall be in writing.

22. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying an OWNER'S premises under lease from an OWNER or by permission or invitation of an OWNER or an OWNER'S tenants, expressed or implied. Failure of OWNER to notify said persons, entities or occupants of the existence of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of this Declaration. OWNER shall be responsible for all violations of this Declaration by OWNER'S tenants, employees, licensees, invitees or guests and by the guests, employees, licensees, or invitees of OWNER'S tenants at any time.

23. NOTICE TO DECLARANT. Notice to DECLARANT as may be required or desired herein, shall be in writing and delivered or mailed to DECLARANT, at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT.

24. NOTICE TO OWNER. Notice to OWNER of a violation of any restriction or covenant of this Declaration, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.

25. RESTRICTIONS RUN WITH THE LAND. The covenants, reservations, restrictions and other provisions of this Declaration shall constitute an easement and imposition within and upon the PROPERTY and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, its successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be extended for successive periods of ten (10) years each unless an instrument signed by the then OWNERS of a majority of the LOTS within the PROPERTY has been recorded agreeing to change or terminate this Declaration in whole or in part.

26. AMENDMENT OF DECLARATION. DECLARANT may, in its sole discretion, modify, amend, waive, or add to this Declaration, 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.

27. COMPLETION OF CONSTRUCTION. When the construction of any DWELLING UNIT or structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, and if the OWNER

fails to make substantial progress toward completion within thirty (30) days of written notice by DECLARANT (which may be furnished within said sixty (60) day period), DECLARANT may enter upon the LOT and take such steps as may be required to correct the undesirable appearance or existence of the DWELLING UNIT or structure, including, but not limited to, demolition and/or removal thereof and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment. The reason for such correction shall be solely at the discretion of DECLARANT and may include but not be limited to aesthetic grounds. DECLARANT may alternatively pursue any of the other remedies under this Declaration as DECLARANT determines. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the LOT or Parcel in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

28. LIENS AND ENFORCEMENT.

- A. Enforcement of this Declaration by DECLARANT shall be by any procedure at law or in equity against any person or persons, entity or entities, violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created hereby.
- B. Any Claim of Lien that may be filed, as provided in this Declaration, shall be effective from and after the date of recording in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the LOT or Parcel encumbered thereby, the name of the record owner, the amount due, including interest from the date of delinquency at the highest rate permitted by law, and the date when due, and the lien shall continue in effect until all sums secured by the Claim of Lien, as hereby provided, shall have been fully paid. Said liens may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. A suit to recover a money judgment for unpaid payments or assessments may be maintained at the option of the lien holder without waiving the lien securing same.
- C. Any payment or assessment not paid within the time periods stated in this Declaration, shall be delinquent and shall have added thereto interest at the highest rate allowed by law from the date such payment or assessment became due.
- D. All costs of collection or enforcement, including court costs and reasonable attorneys' fees (whether or not suit be filed), which costs and fees shall include those caused by reason of appellate proceedings, incurred in the collection of any payments or assessments, the foreclosure of any lien, and the enforcement of any of these covenants, easements, restrictions and reservations, shall be paid by OWNER.
- E. Failure by DECLARANT to enforce any provision under this Declaration shall in no event be deemed a waiver of the right to enforce the same at any other time or from time to time.
- F. In the event an OWNER (other than DECLARANT) institutes a legal or other proceeding to enforce any term, provision, restriction, covenant or condition contained in this Declaration, DECLARANT (and its affiliated and subsidiary entities) and its successors and assigns, officers, directors and employees, shall not in any case be liable or responsible to such OWNER or any other party to that proceeding for the payment or reimbursement of that OWNER'S or party's damages, attorneys' fees or costs associated therewith.

BK 9320PG0717

29. **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.

30. **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.

IN WITNESS WHEREOF, DECLARANT does hereby execute this Declaration in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 26th day of March, 1992.

FLORIDA NATIONAL PROPERTIES, INC.

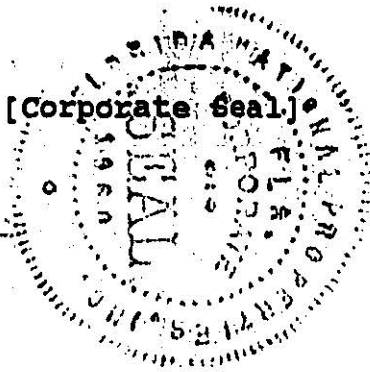
By: [Signature]
W. Buntemeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
A. N. Malanos, Secretary

Address: 3300 University Drive
Coral Springs, Florida 33065

APPROVED
[Signature]
[Signature]



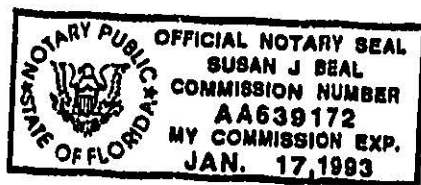
STATE OF FLORIDA)
 : ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26th day of March, 1992, by W. BUNTEMEYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.

[Signature]
Name: Susan G. Beal
Notary Public
Commission No. AA639172

My Commission Expires:

[Notary Seal]



BK 19320PG0718

BROOKSIDE NORTH

A portion of Tracts 11, 12 and 13, Section 9, Township 48 South, Range 41 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof, recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of said Section 9;

thence South 01'02'57" East, along the west line of said Northwest Quarter (NW 1/4), a distance of 1975.12 feet to the westerly prolongation of the north line of said Tract 13;

thence South 89'27'21" East, along said westerly prolongation and said north line, a distance of 30.01 feet to the POINT OF BEGINNING at the northeast corner of the 15.00 foot wide road Right of Way described in Official Records Book 16145 at Page 960 of the Public Records of Broward County, Florida;

thence continue South 89'27'21" East, along said north line of Tract 13, a distance of 1290.38 feet to the southwest corner of said Tract 11;

thence North 01'03'11" West, along the west line of said Tract 11, a distance of 605.44 feet to the south Right of Way line of Westview Drive as described in Official Records Book 14679 at Page 436 of said Public Records;

thence South 89'27'35" East, along said south Right of Way line, a distance of 233.35 feet to the northwest corner of that parcel of land conveyed to North Springs Improvement District by the Warranty Deed recorded in Official Records Book 16166 at Page 390 of said Public Records;

thence South 01'03'11" East, along the west line of said parcel, a distance of 30.01 feet to the southwest corner of said parcel;

thence South 89'27'35" East, along the south line of said parcel, a distance of 30.01 feet to the southeast corner of said parcel on the westerly line of NORTH SPRINGS, according to the plat thereof, recorded in Plat Book 132 at Page 38 of said Public Records;

thence South 01'03'11" East, along said westerly line, a distance of 708.12 feet to the most northerly corner of BROOKSIDE, according to the plat thereof, recorded in Plat Book 139 at Page 3 of said Public Records, at the beginning of a curve concave to the northwest having a radius of 50.00 feet and a central angle of 80'31'39";

R 7 5
11-22-71

BK 10320 P80719

thence southerly and southwesterly, along said curve on the northerly line of said BROOKSIDE, a distance of 70.27 feet to the point of reverse curvature of a curve concave to the southeast having a radius of 496.86 feet and a central angle of 16°09'17";

thence southwesterly, along said curve on said northerly line, a distance of 140.09 feet to the point of reverse curvature of a curve concave to the northwest having a radius of 453.29 feet and a central angle of 27°13'35";

thence southwesterly and westerly, along said curve on said northerly line, a distance of 215.40 feet;

thence North 89°27'14" West, along said northerly line, a distance of 1170.00 feet to the southeast corner of said 15.00 foot wide road Right of Way described in Official Records Book 16145 at Page 960;

thence North 01°02'57" West, along the east line of said 15.00 foot wide road Right of Way, a distance of 279.17 feet to the POINT OF BEGINNING.

Said land being in the City of Coral Springs, Broward County, Florida.

R 11 8
11-22-91

BK 19320 PG 0720