

AMENDMENT AND RESTATEMENT OF DECLARATION
OF RESTRICTIONS FOR A PORTION OF CYPRESS RUN

81- 58923

THIS AMENDMENT AND RESTATEMENT OF DECLARATION OF RESTRICTIONS FOR A PORTION OF CYPRESS RUN (hereinafter referred to as AMENDMENT) is made the 25th day of February, 1981, by FLORIDA NATIONAL PROPERTIES, INC., a Florida Corporation (hereinafter referred to as SUBDIVIDER).

WHEREAS:

1. The SUBDIVIDER as developer of "CYPRESS RUN" subdivision as recorded in Plat Book 93, Page 16 of the Public Records of Broward County, Florida, has subjected Blocks AB, AC, AD and AE (hereinafter referred to as the PROPERTY), together with certain other blocks in the said CYPRESS RUN, to the restrictive covenants and conditions as to building and otherwise contained in a "Declaration of Restrictions for Blocks S, T, U, V, W, KK, LL, MM, NN, PP, QQ, RR, SS, VV, AB, AC, AD and AE, CYPRESS RUN" dated the 18th day of June, 1980, and recorded in Official Records Book 8974 at Pages 26 to 35 inclusive, of the Public Records of Broward County, Florida, (hereinafter referred to as the DECLARATION).
2. In clause 27, Article II of the DECLARATION, the SUBDIVIDER reserved the right in its sole discretion to modify, amend, waive or add to the DECLARATION or any part thereof.
3. Blocks AF, AG and AH, CYPRESS RUN, are not subject to any restrictive covenants and are still owned by the SUBDIVIDER.
4. The SUBDIVIDER still owns all of the PROPERTY and pursuant to the aforesaid reserved right of amendment and modification desires:
 - A. to modify, amend and add to the said DECLARATION as the same relates to the PROPERTY;
 - B. to combine the PROPERTY with Blocks AF, AG and AH, CYPRESS RUN, to create a superior residential development, which SUBDIVIDER may, at a future date, extend by a supplementary declaration to include building sites to be laid out in Parcel "GG", CYPRESS RUN, and
 - C. to subject said PROPERTY and Blocks AF, AG and AH, CYPRESS RUN, to the restrictive covenants and conditions hereinafter contained.

SUBDIVIDER has determined that the best way to accomplish these purposes is by restatement of the DECLARATION amended as hereinafter set forth.

WITNESSETH that the SUBDIVIDER hereby declares that upon the execution of these presents the DECLARATION shall cease to apply to the PROPERTY and this AMENDMENT shall apply to:

THE PROPERTY

TOGETHER WITH

BLOCKS AF, AG and AH, CYPRESS RUN, as recorded in Plat Book 93, Page 16, of the Public Records of Broward County, Florida, and said land (hereinafter referred to as SUBDIVISION) shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth, and also subject to the ARTICLES OF INCORPORATION and the BY-LAWS of the "CYPRESS LAKES HOMEOWNER'S ASSOCIATION, INC."

THIS INSTRUMENT WAS PREPARED BY:
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3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065



REC 9487 58518

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ARTICLE I
DEFINITIONS

The following words when used in this AMENDMENT AND RESTATEMENT OF DECLARATION shall have the following meanings:

1. "AMENDMENT" shall mean and refer to this "AMENDMENT AND RESTATEMENT OF DECLARATION".
2. "SUBDIVISION" shall mean and refer to Blocks AB, AC, AD, AE, AF, AG and AH, CYPRESS RUN, according to the plat thereof as above described and building sites in Parcel "GG" of CYPRESS RUN as SUBDIVIDER may establish and declare to be subject to this AMENDMENT.
3. "SUBDIVIDER" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this AMENDMENT.
4. "ASSOCIATION" shall mean and refer to the OCEAN MILE ASSOCIATION, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this AMENDMENT.
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 any lot or portion thereof in the SUBDIVISION, their heirs, successors, legal representatives or assigns.
6. "HOMEOWNER'S ASSOCIATION" shall mean and refer to "CYPRESS LAKES HOMEOWNER'S ASSOCIATION, INC.", a not for profit corporation existing under the laws of the State of Florida.
7. "MEMBER" shall mean and refer to every person or entity, including SUBDIVIDER, who is a record owner of a fee interest in any lot in the SUBDIVISION. The record OWNER of a fee interest in a portion of a lot shall be a MEMBER if the said portion has separate ownership from other portions of said lot and comprises or contains a dwelling unit. The membership may be increased as provided in ARTICLE III.
8. "COMMON PROPERTY" shall mean and refer to such property which SUBDIVIDER may convey or assign to HOMEOWNER'S ASSOCIATION or otherwise declare to be for the mutual enjoyment of all MEMBERS. Said COMMON PROPERTY may be located within or without the SUBDIVISION.
9. "LOT" includes a building site.

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 or models or recreation area for so long as the SUBDIVIDER, its successors or assigns shall own any lot in the SUBDIVISION, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize lots for a sales office or models or recreation area so long as said persons or entities own any lot in the SUBDIVISION.
2. SETBACK LINES AND SIZE OF BUILDINGS. All buildings erected or constructed on any lot shall conform in use, minimum square feet of floor area, and setback limitations according to the following table:

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BLOCK	LOTS	MINIMUM SQ. FT.	MINIMUM SETBACK REQUIREMENTS			USE
			FRONT	REAR	SIDE	
AB	1-37	1,500	25 Feet	15 Feet	*	Single-Family
AC	1-15	1,500	25 Feet	15 Feet	*	Single-Family
AD	1-21	1,500	25 Feet	15 Feet	*	Single-Family
AE	1-3	1,500	25 Feet	15 Feet	*	Single-Family
AF	1-13	1,500	25 Feet	15 Feet	*	Single-Family
AG	1-10	1,500	25 Feet	15 Feet	*	Single-Family
AH	1-9	1,500	25 Feet	15 Feet	*	Single-Family

* Lots having 75 feet or less front width shall have a minimum side setback of 7½ feet. Lots having greater than 75 feet front width but less than 85 feet front width shall have a minimum side setback of 8½ feet. Lots having 85 feet and greater front width shall have a minimum side setback of 10 feet.

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

Parcels EE, FF, HH and JJ, are landscape buffer areas and no vehicular ingress or egress shall be permitted through these parcels.

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

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

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

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

A. 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

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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.

B. Pitched roofs shall have a minimum pitch of 2 $\frac{1}{2}$:12 and shall be constructed of flat or barrel cement tile, hand sawn or split cedar shakes, slate, copper, or 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.

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

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

E. All areas not covered by buildings, structures 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 a landscaping plan. All required landscaping shall be kept in good and living condition by OWNER.

4. GARAGES, CARPORTS AND STORAGE AREAS. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the building. All single family residences are required to have two (2) car garages. Carports shall not be permitted. Repair of vehicles shall be permitted only inside the garage.

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

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5. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without written approval by SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed on any lot until its height, length, type, design, composition, material and location shall have been approved in writing by SUBDIVIDER or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by SUBDIVIDER or ASSOCIATION, whose decision shall be final. No wood fencing material shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION.

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

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

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

A. All garbage and trash containers, oil tanks, bottled gas tanks, sprinkler system pumps, 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. Adequate landscaping shall be installed and maintained by the OWNER and adequate shielding must be installed as required by SUBDIVIDER or ASSOCIATION. *

B. 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. *

C. Solar collectors shall only be permitted at locations on structures as are approved by SUBDIVIDER or ASSOCIATION. *

D. SUBDIVIDER or ASSOCIATION 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 SUBDIVIDER or ASSOCIATION.

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

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

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

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

13. MAINTENANCE OF PREMISES. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush or other unsightly growths or objects, then the SUBDIVIDER or ASSOCIATION may enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the property, buildings, structures, improvements and appurtenances to the satisfaction of the SUBDIVIDER or ASSOCIATION, and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be a lien on the land. 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 record 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. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the described land and the surrounding area, and in order to supplement public facilities and services to be furnished by the SUBDIVIDER and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, the described land is hereby subject to an annual assessment commencing with the year 1982. Such annual assessment, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due. Such assessment shall be payable annually on

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the first day of January each year in advance to the OCEAN MILE ASSOCIATION, INC., at the office of the ASSOCIATION, presently located at 3300 University Drive, Coral Springs, Florida 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgment of the ASSOCIATION require and shall be apportioned in proportion to their respective area, but in no event shall such annual assessments among the lots and parcels exceed the sum equal to 15 mills per square foot. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. 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 record 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.

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

16. TRUCKS, COMMERCIAL AND RECREATIONAL VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS. No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, campers, recreational vehicles, 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.

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

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

19. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

20. 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.

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

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

22. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER and/or ASSOCIATION for a period of thirty (30) years from the date these restrictions are recorded, after which time the said restrictions may be extended for successive periods of ten (10) years until an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said restrictions in whole or in part.

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

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

ARTICLE III
CYPRESS LAKES HOMEOWNER'S ASSOCIATION, INC.

1. MEMBERS. ALL fee simple owners, including the SUBDIVIDER, of lots subject to this AMENDMENT shall by virtue of their ownership become MEMBERS of the CYPRESS LAKES HOMEOWNER'S ASSOCIATION, INC. (hereinafter called the "HOMEOWNER'S ASSOCIATION") upon the recording in the Public Records of Broward County, Florida, of documents evidencing such ownership. Nothing herein shall be deemed to confer membership upon mortgagees by virtue of their securities. The term "MEMBERS" shall also include the owners of building sites in Parcel "GG", CYPRESS RUN as SUBDIVIDER may declare to be subject to this AMENDMENT at a future date.

2. VOTING RIGHTS. Every MEMBER shall be entitled to the number of votes and to vote in accordance with the ARTICLES OF INCORPORATION and By-Laws of the HOMEOWNER'S ASSOCIATION.

3. MEMBERS RIGHTS. Every MEMBER shall have a right and easement of enjoyment in all the common property of the HOMEOWNER'S ASSOCIATION, which shall be appurtenant to the ownership of every lot subject to this AMENDMENT and the right and easement of enjoyment shall be subject to:

A. All the covenants, conditions, stipulations and limitations contained in this AMENDMENT.

B. All provisions of the Articles of Incorporation and By-Laws of the HOMEOWNER'S ASSOCIATION and

C. The rules and regulations governing the use and enjoyment of the common property adopted by the HOMEOWNER'S ASSOCIATION.

D. The right of the HOMEOWNER'S ASSOCIATION, as provided in its Articles of Incorporation and By-Laws, to suspend the enjoyment rights of any MEMBER for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, which suspension may be reimposed if the infraction continues for as often as deemed necessary by the HOMEOWNER'S ASSOCIATION.

E. The right of the HOMEOWNER'S ASSOCIATION to charge reasonable admission and other fees for the use of the COMMON PROPERTY.

4. COVENANTS FOR MAINTENANCE ASSESSMENTS.

A. Upon the recording in the Public Records of Broward County, Florida, of any instrument of title to any lot, the OWNER named in such deed shall be deemed, whether or not so expressed in any such deed, to covenant and agree to pay and it shall be the personal obligation of such OWNER to pay to the HOMEOWNER'S ASSOCIATION all annual assessments or charges and other special assessments for capital improvements or major repair to the common property of the HOMEOWNER'S ASSOCIATION as shall be from time to time fixed, established and collected as hereinafter provided. No OWNER may escape liability for the assessments by claiming non-use of the common property.

B. Purposes of assessments. The annual assessments to be levied by the HOMEOWNER'S ASSOCIATION shall be used exclusively for the purposes of the HOMEOWNER'S ASSOCIATION including but not limited to the recreation, health, safety, enjoyment and welfare of its MEMBERS and for the maintenance and upkeep of its common property. Special assessments shall be used primarily for improvements and major repairs to the COMMON PROPERTY. A reserve fund may be created out of the assessments to meet unexpected expenditures.

C. All assessments shall be payable in advance and shall be at a uniform rate and the amount to be assessed against each lot shall be determined by dividing the total sum assessed against all lots by the total number of lots subject to this AMENDMENT and any SUPPLEMENT hereto.

D. The BOARD OF DIRECTORS of the HOMEOWNER'S ASSOCIATION shall determine:

i. Within forty-five (45) days after the date of this AMENDMENT the assessment for the balance of the current year;

ii. In December of each year the assessment for the ensuing year;

and shall by resolution authorize the same and shall fix the due dates thereof and may authorize the payment thereof by monthly, quarterly, semi-annual or annual payment and the rate of interest to be charged on arrears of assessments.

E. If not paid when due, assessments or any unpaid installments thereof, shall become delinquent and shall together with interest thereon at the highest legal rate under the usury laws of the State of Florida and the costs of collection including reasonable attorney fees and court costs constitute a charge and a continuing lien upon the lot subject to such assessment as of the date of recording of a claim of lien in the Public Records of Broward County, Florida.

If a delinquent assessment is not paid within thirty (30) days after the filing of the claim of lien, the HOMEOWNER'S ASSOCIATION may bring an action at law against the OWNER to foreclose the lien.

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ARTICLE IV
MISCELLANEOUS PROVISIONS

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

2. NOTICE TO OWNER. Notice to 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.

3. NOTICE TO HOMEOWNER'S ASSOCIATION. Notice to the HOMEOWNER'S ASSOCIATION, as required by these Restrictions or the By-Laws of the CYPRESS LAKES HOMEOWNER'S ASSOCIATION, INC., shall be in writing and delivered or mailed to the HOMEOWNER'S 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 the HOMEOWNER'S ASSOCIATION.

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

5. NON-LIABILITY OF SUBDIVIDER OR ASSOCIATION OR HOMEOWNER'S ASSOCIATION. The SUBDIVIDER or ASSOCIATION or HOMEOWNER'S 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.

6. 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 AND RESTATEMENT OF DECLARATION OF RESTRICTIONS FOR A PORTION OF CYPRESS RUN in its name by its undersigned authorized officers and affixes its corporate seal thereto, this 25th day of February, 19 81, at Coral Springs, Florida.

FLORIDA NATIONAL PROPERTIES, INC.
a Florida corporation

By: W. Bunte Meyer ^{att}
W. Bunte Meyer, President

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

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25th day of February, 19 81, by W. BUNTEMEYER and A. N. MALANOS, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Roseline S. Leiden
Notary Public

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

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES ON 10/31/81
EXPIRES ON 10/31/81

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