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BEHRING PROPERTIES, INC., A FLORIDA CORPORATION

TO

THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION,
according to the plat thereof recorded in Plat
Book 68, Page 4, Public Records of Broward
County, Florida.

BEHRING PROPERTIES, INC., a Florida corporation, the owner of all
the foregoing described lands, does hereby impress on said lands
the covenants, restrictions, reservations and servitudes as herein
after set forth:

1. RESIDENTIAL USE. All lots in THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION, and all lots enlarged or recreated by the shifting of location of side property lines, are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the Committee. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence building; otherwise, no portable building or trailers may be placed on a lot. No building shall exceed 25 feet in height measured from the crown of the street upon which such building fronts, unless prior written approval of the Committee shall have been obtained.
2. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described lands.
3. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, EXTERIOR RADIO AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS. All front yard areas of lots in the foregoing described land shall be grassed and kept as a lawn which shall extend to the pavement line. A "front yard area" is hereby defined as the yard area of a lot from the front building wall and a line extension thereof to the side lot lines to the pavement line in front of the lot. Corner lots shall have two front yard areas for the purposes of this paragraph, one on the front of the lot and the second on the yard adjacent to the intersecting thoroughfare. No graveled or blacktopped or paved parking strips are permitted except as previously approved in writing by the Committee. No fences or hedges shall be permitted anywhere within the subdivision except as approved in writing by the Committee, which approval may be arbitrarily withheld. Outdoor clothes drying activities are hereby restricted to the rear yards and, in the case of corner lots, to that portion of the rear yards thereof which is more than 25 feet from the street right-of-way. All clothes poles shall be susceptible of being lifted and removed by any one person in one minutes time. All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lands except where expressed prior written approval of the size, shape, content and location thereof has been obtained from the Committee, which approval may be arbitrarily withheld. One exterior radio, television or electronic antenna or aerial not exceeding 15 feet in height above the crown of the road may be attached to the rear wall of each residence building. No other exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the foregoing described

lands, or building or structures located thereon, and the erection, maintenance or operation of any of the same is hereby prohibited. The parking or storage of automobiles except upon paved areas is prohibited. The overnight parking or storage of trucks or commercial vehicles in excess of one-half ton rated capacity is prohibited. The overnight parking of vehicles of any kind upon public rights-of-way is prohibited. The parking or storage of boats and boat trailers upon any of the foregoing described lands is prohibited except in spaces expressly provided for the same by BEHRING PROPERTIES, INC. or as may be approved in writing in advance by the Committee. All hurricane and storm shutters shall be of a type approved by the Committee and no such shutters shall be installed unless the same be of a type approved by the Committee.

4. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the above described lands have been and are being developed and the structures to be located therein designed primarily for the comfort, convenience and accommodation of adult persons, the use of all the lots in the foregoing described lands is hereby limited to permanent residents sixteen years of age or older.

5. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

(A) Sprinkler System. BEHRING PROPERTIES, INC. reserves to itself, its successors or assigns, the right to construct, maintain and operate a fresh-water sprinkler system over, through and upon all of the foregoing described lands, and the owners of said lands shall be liable to BEHRING PROPERTIES, INC. or its successors and assigns, for a prorata share of the reasonable cost of operation and maintenance of said system. Each owner shall be further liable to BEHRING PROPERTIES, INC., its successors and assigns, for the full reasonable cost of all required repairs to that portion of said sprinkler system lying within and upon each such owner's lot.

(B) Lawn Maintenance and Spraying. BEHRING PROPERTIES, INC. reserves to itself, its successors or assigns, the right to enter over, through and upon all of the foregoing described lands, for the purpose of maintaining and caring for the lawns, shrubbery and trees, or any portion thereof located thereon. Nothing in this subparagraph (B) shall be construed as imposing an obligation upon BEHRING PROPERTIES, INC., or its successors or assigns, to maintain and care for the said lawns, shrubs and trees, and the extent of any such maintenance and care, and when the same shall be undertaken, shall be determined solely by BEHRING PROPERTIES, INC., its successors or assigns. The owners of all lands are hereby made liable to BEHRING PROPERTIES, INC., its successors and assigns, for a prorata share of the reasonable cost of all such maintenance and care from time to time performed by BEHRING PROPERTIES, INC., its successors or assigns upon such owners' lots. "Maintenance and care" within the meaning of this subparagraph (B) shall include mowing, trimming, pruning, edging, fertilizing and spraying of lawns, shrubs and trees. Each owner shall be liable to BEHRING PROPERTIES, INC., its successors or assigns for the full reasonable cost of all required replacement of sod (as the same shall be determined from time to time by BEHRING PROPERTIES, INC., or its successors or assigns, in its sole discretion) upon such owners' lots. In the exercise of its discretion in this latter regard, BEHRING PROPERTIES, INC., its successors or assigns, shall be governed by the principle that all lawns shall be fully maintained free from unsightly bald spots or dead grass and uniform in texture and appearance with surrounding lawns in the neighborhood.

(C) Exterior Building Maintenance. BEHRING PROPERTIES, INC., reserves to itself, its successors or assigns, the right to enter upon all the foregoing described lands and structures located thereon for the purpose of conducting a periodic program of exterior building painting and repair, including but not limited to repainting of exterior walls, shutters, trim, eaves, and roofs,

or any portion thereof. Nothing in this subparagraph (C) shall be construed as imposing an obligation upon BEHRING PROPERTIES, INC., or its successors or assigns to conduct such periodic program of exterior building painting and repair, and the extent of any such program and when the same shall be undertaken shall be determined solely by BEHRING PROPERTIES, INC., its successors or assigns. The present owners and all subsequent owners of all of the foregoing described lands are hereby made liable to BEHRING PROPERTIES, INC., its successors or assigns, for the prorata reasonable cost of the conduct of such periodic program of exterior building painting and repair from time to time performed by BEHRING PROPERTIES, INC., its successors or assigns upon such owner's lands.

(D) Subsequent Assignment; Liability; Liens. It is present contemplated by BEHRING PROPERTIES, INC., that the foregoing reservations and servitudes (subparagraphs (A) through (C), both inclusive, above) shall be assigned by it, at a date subsequent hereto, to the City of Tamarac, a municipal corporation of Florida, and thereafter said City shall undertake and assume, at its sole discretion, the rights, privileges, duties and responsibilities of said reservations and servitudes, including the right to receive compensation for the performance of the duties and responsibilities performed by it. From and after the date of any such assignment, BEHRING PROPERTIES, INC., and its successors shall be relieved and fully discharged from any and all further liability and duties under the provisions of said subparagraphs (A) through (C), both inclusive, above, except to the extent the same were incurred by it prior to the date of such assignment. The owner of any lot agrees to utilize the services performable by BEHRING PROPERTIES, INC., its successors or assigns (including the City of Tamarac) under subparagraphs (A) through (C), both inclusive, above, as the same are made available to said owner and to pay the reasonable rates or charges which may be charged for said services as established from time to time by BEHRING PROPERTIES, INC., or by ordinance of the City of Tamarac, Florida. The owners further agree that such charges shall constitute a lien or charge upon such owners' lots which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property, and furthermore, the owners agree that such charges, when established and made by the City of Tamarac, shall constitute a special assessment lien which shall be enforceable by said City against the land of said owner in the same manner as is provided for the enforcement of special assessment liens for local improvements under the Charter of the City of Tamarac, the same being Chapter 93-1970, Laws of Florida, Special Acts of 1963, as amended by Chapter 65-2300, Laws of Florida, Special Acts of 1965, and as the same may be amended from time to time hereafter.

6. RECREATION FACILITIES; OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC. The owner of each lot in the subdivision of THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION is hereby made liable to BEHRING PROPERTIES, INC., its successors or assigns, for a prorata share of the reasonable cost (including taxes) of its operation, maintenance and repair of the recreation and parking facilities located upon the following described lands, to-wit:

PARCEL R OF THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION, according to the plat thereof recorded in Plat Book 68, Page 4, Public Records of Broward County, Florida.

said reasonable cost to be payable in equal monthly installments by each lot owner to BEHRING PROPERTIES, INC., its successors or assigns, commencing on the first day of the month following the date upon which BEHRING PROPERTIES, INC., its successors or assigns, causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreational and parking facilities to be constructed by it upon said Recreation Lands have been completed and are ready for use and continuing until the first day of July, A. D.

2019; and each owner hereby agrees that BEHRING PROPERTIES, INC., its successors or assigns, shall have a lien upon such owner's lot for the aforesaid share of reasonable cost until such share is paid, and that such lien, where the same remains unpaid for a period of thirty days or more, may be foreclosed in equity upon real property. It is presently contemplated by BEHRING PROPERTIES, INC., that it will assign its obligation to operate and maintain the aforesaid recreation buildings, structures and recreation and parking facilities, together with the right to receive the prorata share of reasonable cost from each owner aforesaid, at a date subsequent hereto, to the City of Tamarac, a municipal corporation of Florida, and thereafter said City shall, at its sole discretion, assume the rights, privileges, duties and obligations of operating and maintaining said buildings, structures and recreational and parking facilities, and the receipt of sums fixed as the reasonable cost thereof. From and after the date of any such assignment, BEHRING PROPERTIES, INC., and its successors shall be relieved and fully discharged from any and all further obligation and duty to maintain, operate or repair said buildings, structures and recreational and parking facilities, except to the extent the same were incurred by it prior to the date of such assignment. Each owner of lots in the subdivision of THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION agrees that all charges made for the prorata share of the reasonable cost of the operation, maintenance and repair of the aforesaid buildings, structures and recreational and parking facilities shall constitute a lien or charge upon such owner's lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property, and furthermore, each owner agrees that such charges, when established and made by the City of Tamarac, shall constitute a special assessment lien which shall be enforceable by said City against the lot of said owner in the same manner as is provided for the enforcement of special assessment liens for local improvements under the Charter of the City of Tamarac, the same being Chapter 63-1970, Laws of Florida, Special Acts of 1963, as amended by Chapter 65-2300, Laws of Florida, Special Acts of 1965, and as the same may be amended from time to time hereafter.

7. RECREATION LAND LEASE; LIABILITY FOR, ASSIGNMENT LIEN, ETC.
 The owner of each lot in THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION is hereby made liable to BEHRING PROPERTIES, INC., its successors or assigns, for a one two hundred twenty five (1/225) share of the ground rent upon the following described lands, to-wit:

PARCEL R OF THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION, according to the plat thereof recorded in Plat Book 68, Page 4, Public Records of Broward County, Florida.

each such share being hereby fixed initially at the sum of \$10.00 per month, for a total of \$2,250.00, to be payable by each lot owner to BEHRING PROPERTIES, INC., its successors or assigns, commencing on the first day of the month following the date upon which BEHRING PROPERTIES, INC., its successors or assigns, causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreational facilities to be constructed by it upon said Recreation Lands have been completed and are ready for use, and continuing until the first day of July A. D. 2019; and each owner hereby agrees that BEHRING PROPERTIES, INC., its successors or assigns, shall have a lien upon such owner's lot for the aforesaid amount of \$10.00 per month until such amount is paid, and that such lien, where the same remains unpaid for a period of thirty days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. It is presently contemplated by BEHRING PROPERTIES, INC., that it shall enter into a lease with the owner of the lands described

above in this paragraph for a period of years ending July 1, A. D. 2019, which lease shall provide for the delivery of said lands to BEHRING PROPERTIES, INC., its successors or assigns, subject to said lease, for the exclusive use and benefit of the lot owners and permanent residents of THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION for a monthly rental of \$2,250.00 to commence upon the first day of the month following the date BEHRING PROPERTIES, INC. causes an instrument to be filed among the Public Records of Broward County, Florida, declaring that all buildings, structures and recreation and parking facilities to be constructed by it upon said lands have been completed and are ready for use; that in connection with said lease, BEHRING PROPERTIES, INC., intends to pledge its right to the receipt of and assign its right to receive the foregoing fixed sum of \$10.00 per month per lot payable by lot owners to the lessors under said lease as security for said monthly rental of \$2,250.00; it is further contemplated that BEHRING PROPERTIES, INC. may assign its interest in said lease to the City of Tamarac, Florida, and it is hereby understood that from and after the date of any such assignment by BEHRING PROPERTIES, INC., to the City of Tamarac, Florida, BEHRING PROPERTIES, INC., and its successors shall be relieved and fully discharged from any and all further liability and duty under the provisions of this paragraph 7, except to the extent the same were incurred by it prior to the date of such assignment. The owners further agree that from and after the date of any such assignment to the City of Tamarac, Florida, the aforesaid fixed sum of \$10.00 per month per lot shall also constitute a special assessment lien which shall be enforceable by said City against the lot owner in the same manner as is provided for the enforcement of special assessment liens for improvements under the Charter of the City of Tamarac, the same being Chapter 63-1970, Laws of Florida, Special Acts of 1963, as amended by Chapter 65-2300, Laws of Florida, Special Acts of 1965, and as the same may be amended from time to time hereafter. The owner of each lot in THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION further agrees that any such assignment to the City of Tamarac or the creation of special assessment liens shall not operate to extinguish the aforesaid lien for the payment of the aforesaid one-two hundred twenty fifth (1/225) share of the ground rent under the aforesaid lease. The provisions of this paragraph 7 and of paragraph 6 above, shall remain in effect and shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said lands until the first day of July A. D. 2019. The recreation land lease referred to herein is a net lease (i.e. the Lessor receives the rent free and clear of taxes, insurance and other charges, same being borne by the Lessee.) Such lease also contains provisions whereby in the event of a rise in the cost of living index published by the United States Government, the rent to be paid shall be increased periodically to compensate the Lessor for such rise in the cost of living index.

8. THE COMMITTEE.

(A) For the purpose of insuring the development of THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION as an area of high standards, BEHRING PROPERTIES, INC., reserves for itself, its successors or assigns, the right and power to control the type, kind and character of the buildings, structures and other improvements to be placed on the foregoing described lands unless and until the plans and specifications thereof and the plot plan thereof have been submitted to and approved in writing by an architectural control committee (the Committee), as hereinafter provided, before any such construction is begun. No structure shall be placed, erected or altered on any lot until construction plans and specifications and a plot plan showing location of the structure upon the lot shall have been approved by the Committee.

(B) The architectural control committee (herein referred to as "the Committee") is hereby established to be composed of

three members, said members to be appointed initially by BEHRING PROPERTIES, INC., and to serve until July 1, 2019. A majority of the Committee may designate a member to act for the Committee. In the event of the death, resignation or inability to serve of any member of the Committee, the remaining members shall have full authority to appoint a substitute member who shall not be entitled to compensation for services performed as committee members.

(C) At any time and from time to time after July 1, 2019, the then record owners of a majority of the lots in the subdivisions of THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION shall have the power, through a duly recorded written instrument, to discontinue the Committee, change the membership of the Committee, modify the powers, duties and functions of the Committee, and to restore the Committee after having been discontinued.

(D) The Committee shall have power, and it shall be the Committee's duty, to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the foregoing described lands. In the exercise of its power and the performance of its duties, the Committee shall give due consideration to the characteristics of the community of THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION as a retirement community and the ability of any proposed structure to harmonize with that concept. The Committee shall be permitted to employ aesthetic values in making its determinations.

9. EXCLUSION OF CERTAIN LANDS. The following lands are hereby expressly excluded from the operation of the covenants, restrictions, reservations and servitudes contained in paragraphs 1 through 5, both inclusive, and 8, above:

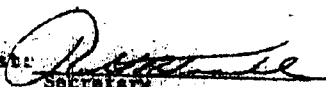

PARCEL R OF THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION, according to the plat thereof recorded in Plat Book 68, Page 4, Broward County Public Records.

10. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the landowners in the subdivisions of THE MAINLANDS OF TAMARAC LAKES SEVENTH SECTION by BEHRING PROPERTIES, INC., its successors or assigns, or by the City of Tamarac, a municipal corporation of Florida.

11. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect.

12. EXISTENCE OF DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of July, 2019 (except as elsewhere herein expressly provided otherwise). After July 1, 2019, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots in said subdivision shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes; except in no event can the provisions of paragraphs 6 and 7 above be extinguished, modified, altered or amended.

IN WITNESS WHEREOF, BEHRING PROPERTIES, INC. has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal affixed this 27 day of March, 1969.

Attorn:  Secretary
B:  Executive (SEAL)
-6-
3/27/69

ST. 3818 191

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared R. J. BIENEMA and ROBERT R. TRACHSEL, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Executive Vice President and Secretary of the above named BEHRING PROPERTIES, INC., a corporation, and severally acknowledged to and before me that they executed such instrument as such officers, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 3rd day of March 1969.

Charlette Bruck
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES DEC. 3, 1969
SUCCESSION THROUGH FROM W. CHRISTOPHER

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF DISTRICT COURT