

REVIVED

DECLARATION OF

RESTRICTIONS

REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CINNAMON HOMEOWNERS ASSOCIATION, INC.

THIS REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO CINNAMON HOMEOWNERS ASSOCIATION is made this 8 day of November, 2016, by the CINNAMON HOMEOWNERS ASSOCIATION, INC., on behalf of the record Owners of certain Lots located in the County of Broward, State of Florida, being more particularly described in Exhibit "A" attached hereto and made a part hereof, and hereinafter referred to as "Property"; and

WHEREAS, CINNAMON CORPORATION, the original developer, heretofore recorded covenants, restrictions, reservations and servitudes on the foregoing described lands in Official Records Book 8013, at Page 596 of the Public Records of Broward County, Florida (hereinafter defined as "Previous Declaration");

WHEREAS, the CINNAMON HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), was previously formed for the purpose of maintaining, repairing, and replacing the common property within the above-referenced lands in addition to administering and enforcing the terms and conditions of the Previous Declaration;

WHEREAS, Association is and remains a valid and existing corporation not-for-profit conducting its affairs pursuant to the laws of the State of Florida;

WHEREAS, the Previous Declaration has been extinguished as to some of the Lots within the above referenced lands by operation of the Florida Marketable Record Title Act, Florida Statutes Chapter 712, and no longer operates to bind certain Lots within the above-referenced lands;

WHEREAS, The Organizing Committee for the Association consisting of:

Connie Drake 2410 SW 80 th Terrace Miramar, FL 33025	Elena Cook 2351 SW 80 th Terrace Miramar, FL 33025	Edwin Londono 8199 SW 24 th Place Miramar, FL 33025	Donald D. Domek 8100 SW 24 th Place Miramar, FL 33025
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hereby submits this Revived Declaration of Restrictions Relating to the Cinnamon Homeowners Association for revival pursuant to Section 720.403 et. seq., Florida Statutes, hereinafter defined as the "Revived Declaration";

WHEREAS, this Revived Declaration governs only the Lots which were originally encumbered by the Previous Declaration, and does not contain covenants that are more restrictive than the covenants contained in the Previous Declaration and all Amendments thereto, except as otherwise provided by Florida Statutes Section 720.405. This Revived Declaration does provide

for an effective term of longer duration than the term of the Previous Declaration as permitted by Florida Statutes Section 720.403;

WHEREAS, the voting interest of each Lot under this Revived Declaration is the same as the voting interest under the Previous Declaration, and the proportional assessment obligations of each Owner under this Revived Declaration shall be the same as the proportional assessment obligations of each Owner under the Previous Declaration;

NOW THEREFORE, this Revived Declaration shall be applicable to all Lots and the lands in CINNAMON HOMEOWNERS ASSOCIATION, INC., according to the plat thereof as recorded in Plat Book 97, Page 34, Public Records of Broward County, Florida, and shall run with the land and shall be binding upon all parties and persons claiming under them, and shall remain in full force and effect unless and until an instrument shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes:

ARTICLE I – DEFINITIONS

SECTION 1 - "Association" shall mean and refer to CINNAMON HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2 - "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot and residence constructed thereon which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3 - "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may be brought within the jurisdiction of the Association by annexation.

SECTION 4 - "Common Area" shall mean all real and personal property owned or leases by the Association for the common use and enjoyment of the owners of Lots.

SECTION 5 - "Lot" shall mean and refer to any portion of the Property, described by Lot and Block, or by metes and bounds, with the exception of the Common Area, improved with a single-family residence and intended to be conveyed by Declarant by warranty deed to individual purchasers.

SECTION 6 - "Declarant" shall mean and refer to CINNAMON CORPORATION, a Florida corporation and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 7 - "Unit" shall mean and refer to the residential dwelling constructed upon any Lot by Declarant.

ARTICLE II – PROPERTY RIGHTS

SECTION 1 - OWNER'S EASEMENTS OF ENJOYMENT – Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to:

- (a) Suspend the voting rights and easement of enjoyment in and to the Common Area by any Owner for any period during which any assessment levied against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
- (b) Dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association ("Members"). No such dedication or transfer shall be effective unless an instrument executed by two (2/3) thirds of each class of Members agreeing to such dedication or transfer has been recorded.

SECTION 2 - DELEGATION OF USE – Any Owners may delegate, in accordance with the Bylaws of the Association ("Bylaws"), his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot, but may not transfer said rights apart from the Unit.

SECTION 3 – EASEMENT OF RIGHT OF WAY – Those Lot owners, their heirs, successors or assigns and their servants, visitors and licensees shall have an easement of right of way to pass and repass along those certain paved roadways described in the final survey of the Property as being maintained by the Association and located within the Common Areas of the Property.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1 - Every Owner of a Lot, including the Declarant, shall be a Member of the Association, Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment.

SECTION 2 - The Association shall have two classes of voting membership as follows:

Class A Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot owned by Class A members. At such time as Declarant's Class B stock is converted to Class A in

accordance with the provisions contained hereafter, Declarant shall likewise be a Class A member and entitled to one vote for each Lot owned.

Class B The Class B Member(s) shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

When the total votes outstanding in the Class A equal the total votes outstanding in the Class B membership of January 1, 1983.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION I – CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS – The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) Annual assessments or charges and (2) Special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided.

The Association shall have a lien on each unit for any unpaid annual and special assessment together with interest, costs and reasonable attorneys' fees and incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in which the unit is located, stating the legal description of the unit, the name of the record owner, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by the Florida Statutes.

The claim of lien includes only assessments which are due when the claim is recorded. A claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his unit:

NOTICE OF CONTEST OF LIEN

TO: (Name and address of Association)

You are notified that the undersigned contests the Claim of Lien filed by you on ___ 19, and recorded in Official Records Book ___ at Page ___, of the public records of Broward County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.

Executed this ___ day ___ of ___, 19__.

Signed: (Owner or Attorney)

Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Declarant shall be entitled at its discretion, to pay the operating deficit of the Association rather than be assessed for regular maintenance with respect to those Units owned by it. This election by the Declarant may be made at any time and may be oral or in writing. The election shall be for a period of time from quarter to quarter and may be renewed or cancelled at the discretion of the Declarant upon the expiration of any such quarter-annual period. The operating deficit shall be the common expenses incurred by the Association in excess of amounts charged for common expenses to Lot Owners other than the Declarant. Furthermore, the Declarant shall be entitled to, if it so elects, to provide services and receive credit for the value of said services toward any contributions due from it, rather than make such contributions as might be due from it in cash. In the event the Declarant exercises its right to pay deficits of the Association, the Declarant shall be automatically deemed to have guaranteed to the Association and its members that the expenses assessed against each Unit Owner shall not be increased above the maximum amounts allowable pursuant to Section 3 hereunder, as a result of said election by Declarant.

SECTION 2 - PURPOSE OF ASSESSMENT – The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

SECTION 3 – PURPOSE OF ASSOCIATION – The Association has been organized for the purpose of accepting title to the roads and swimming pool area in the Cinnamon development and to maintain them and the easement, landscaping, sprinkler systems, street lights, lakes, fences around the lakes and other facilities which may be constructed on the roads or in the pool area. The Association may, in its discretion maintain the individual lots or portions of the lots, if it shall deem it advisable, in order to maintain the aesthetic quality of the development.

SECTION 4 – NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 – Written notice of any meeting called for the purpose of taking any action authorized under the preceding Section shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast Sixty (60%) Percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one (1/2) half of the required quorum at the preceding meeting. If the required quorum is not present at such subsequent meeting, then a further meeting or meetings may be called as necessary to attain a quorum, subject to the aforesaid notice requirement, and the required quorum for each such subsequent meeting shall be one (1/2) half of the required quorum

of the preceding meeting. No such subsequent meeting shall be held more than (60) days following the preceding meeting.

SECTION 5 - UNIFORM RATE OF ASSESSMENT – Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 6 – DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES -

The annual assessments provided for herein shall commence as to all Units on the date as might be set by the Declarant; provided, however, that said assessment shall commence no later than one hundred twenty (120) days following the conveyance of the first Unit to a person other than a Declarant as defined herein. Nothing contained herein shall in any way infringe upon the Declarant's rights to be excused from monthly assessments in exchange for its guarantee to pay deficits of the Association in accordance with the provisions of Section I of this Article.

Each Unit Owner shall be obligated to pay assessments for his Unit commencing on the date he acquires titles for same, provided that the assessments have otherwise been declared as of said date, and said assessments shall be collected from said Unit Owner on a semi-annual basis.

The Board of Directors shall thereafter fix the amount of the annual assessments against each Unit at least thirty (30) days in advance of each assessment period, and said assessment shall be due semiannually. Written notice of the annual assessment shall be sent to every Owner. The due dates may be altered by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments due on a specified Lot have been paid.

SECTION 7 - EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION – Should any assessment not be paid within fifteen (15) days from the due date thereof, then the Association shall be entitled to assess against said Unit Owner a late fee of Twenty-Five (\$25.00) Dollars to cover the requisite with regard to said late payment. Should any assessment not be paid within thirty (30) days from the due date thereof, the Board of Directors of the Association, at its discretion, may, upon five (5) days' notice, declare due and payable all assessments applicable to that Owner's Lot for the year in which the delinquency occurs. Delinquent assessments shall bear interest from the due date until collected at the rate of Ten (10%) Percent per annum. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclosure the lien against said Owner's Lot in like manner to a foreclosure of a mortgage on real property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot. In addition, should the Association find it necessary to seek legal action against the Unit Owner shall additionally be obligated for the payments of all of the Association's costs in connection with said action, including, but not limited to, court costs and reasonable attorney's fees.

SECTION 8 - SUBORDINATION OF THE LIEN TO MORTGAGES – The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage in favor of an institutional mortgagee recorded prior to the time of recording the claim of lien by the Association. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any deed in lieu thereof shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

It is the express intent of this Section, notwithstanding any other provisions hereof, or any prior provisions of the Declaration of Covenants, Conditions and Restrictions of Cinnamon Homeowners Association, Inc., or Amendments thereto, to subordinate the assessment lien referred to above only to mortgages in favor of institutional mortgagees. In no event shall a mortgage, other than a mortgage in favor of an institutional mortgagee, take priority over the assessment lien imposed by ARTICLE IV – Section I herein.

ARTICLE V – ARCHITECTURAL CONTROL

No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property; nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by: (1) the Board of Directors of the Association; (2) An architectural committee composed of three (3) or more representatives appointed by the Board; and (3) The appropriate governmental authority. Each request for approval shall be accompanied by a Five (\$5.00) Dollar fee made payable to the Architectural Committee. In the event said Board, and the committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No Unit Owner shall be permitted to place tin foil upon any windows or sliding glass doors in his Unit, nor shall said Unit Owner, without first receiving the written approval of the architectural committee with regard to said tinting. All requests for approval hereunder shall be mailed or delivered to: CINNAMON ARCHITECTURAL COMMITTEE, 3138 University Drive, Miramar, Florida 33023, or such other address as shall from time to time be on file with the Association for such committee.

The provisions of this Article shall not apply to the Declarant, its successors and assigns. Notwithstanding anything to the contrary herein, Declarant shall have the right to appoint the members of the architectural committee as long as Declarant remains the owner of any Lot within the property.

ARTICLE VI – GENERAL PROVISIONS

SECTION 1- MAINTENANCE OF UNITS – Every Unit Owner must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Development in its entirety or in part belonging to other Owners or would affect other Units in the Development. In this regard, Owner shall keep same in a neat and orderly fashion, and should he fail to do so, then the Association, upon demand, may enter upon the premises of the Unit Owner for and/or Unit and the costs incident to said maintenance and/or repair or replacement shall be the personal obligation of the Unit Owner and become a lien against the subject Unit with the same force and effect of a lien that would be created by the said Unit Owner's failure to pay the maintenance assessments when due. Owner must maintain any islands in front of house and landscaping asphalt street.

SECTION 2- ENFORCEMENT – The Association, Declarant, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association, Declarant, or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

SECTION 3- SEVERABILITY – Invalidation of any of the provisions contained in this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 4- AMENDMENT – The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless cancelled by a vote of Seventy-Five (75%) Percent of the Unit Owners of record. This Declaration may only be terminated prior to the expiration of the initial twenty (20) year period, or the expiration of any ten (10) year extension period by the consent of all Unit Owners of record in the Development. This Declaration may be amended by a duly recorded instrument signed by not less than Seventy-Five (75%) Percent of the Lot Owners. No amendment shall alter the assessment lien or subordination provisions in connection therewith, as specified in Article IV hereof, without the prior approval of the mortgagee enjoying such protection and the County Attorney of Broward County, Florida, if he determines his consent to be necessary. Provided, however, that in the event the PHA and/or V.A. or other governmental-related lending institutions require a modification of this Declaration or of the Bylaws or Articles of the Association as a prerequisite to accepting the project for financing, said amendment may be passed by a majority vote of the Board of Directors without the necessity of approval of the individual Unit Owners. Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities

determined to exist herein. No amendment shall impair or prejudice rights or priorities of any institutional lender without their written consent.

SECTION 5- ANNEXATION – Additional residential property and Common Area may be annexed to the Property with the consent of two (2/3) thirds of each Class of Members, provided, however, that the Declarant may, without the consent of the Class A Members, annex into the Association additional properties upon which are constructed similarly designed residential units, which annexation may take place at any time within five (5) years from the date of the recording of this Declaration without the consent of the Class A Members. After the expiration of said five (5) year period, the consent of the Class A Members shall be a prerequisite to annexation of any property into the Association.

SECTION 6- MISCELLANEOUS – Where the context so requires, the use of masculine gender shall include the feminine and the neuter gender and the singular shall include the plural, and vice versa.

ARTICLE VII – SPECIFIC PROVISIONS

SECTION 1- LAND USE – No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than that one single-family dwelling not to exceed two (2) stories in height.

SECTION 2- DWELLING COSTS AND SIZE – No dwelling, the construction of which is less than Ten Thousand (\$10,000.00) Dollars, shall be permitted on any Lot based upon lot levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this provision to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than seven hundred and fifty (750) square feet and not less than six thousand eight hundred (6,000) cubic feet content total.

SECTION 3- BUILDING LOCATIONS – Building locations shall not be changed from the original location thereof established by the Declarant's engineers.

SECTION 4- LOT SIZES – No dwelling shall be erected or placed on any Lot having less than one thousand six hundred (1,600) square feet.

SECTION 5- EASEMENTS – Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the final surveys. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in

the easements, except with the consent of the architectural committee and the appropriate governmental agency. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 6- NUISANCE – No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 7- TEMPORARY STRUCTURES – No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be placed, erected or used on any Lot at any time, as a residence, temporarily or permanently, except for the use of a construction trailer or office and warehouse by Declarant during construction.

SECTION 8- SIGNS – No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written approval of the Association except signs installed by the Declarant advertising the Lot or Lots during the construction and sales period and except customary name and address signs.

SECTION 9- OIL AND MINING OPERATIONS – No oil drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 10- LIVESTOCK AND POULTRY – No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No animal shall be allowed to run loose or cause a nuisance. The Association shall have the right to require the removal of any animal from the subdivision that shall be in violation of this section.

SECTION 11- WASTE AND RUBBISH DISPOSAL – No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Sanitary containers shall be used for storage of all such material.

SECTION 12- WATER SUPPLY AND SEWERAGE – No individual well will be permitted on any Lot within this subdivision except for irrigation, swimming pools or air conditioning. No septic tank will be permitted on any Lot unless the Declarant elects to furnish and install such equipment.

SECTION 13- VISIBILITY AT STREET INTERSECTIONS – No obstructions to visibility at street intersections shall be permitted.

SECTION 14- PARTY WALLS

- (a) Each wall which is built as a part of the original construction of the unit upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) If a party wall is destroyed by fire or other casualty, and Owner who has used the wall may restore it, and if the other Owners thereafter make sure of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) Notwithstanding any other provisions of this Section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (f) In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of the arbitrators shall be by a majority of all the arbitrators.

SECTION 15- COMMERCIAL TRUCKS, TRAILERS AND BOATS – In order to maintain the high standards of the Property with respect to residential appearance, no trucks in excess of Eighteen (18) feet in length, campers in excess of twenty (20) feet in length, commercial vehicles, mobile homes, boats, house trailers, boat trailers, and trailers of every other description, shall be permitted to be parked or to be stored at any place on any Lot in this subdivision or common property without the prior written consent of the Association except during period of approved construction on said Lot. The Association of Architectural Committee may designate a portion of the Common Area in which campers in excess twenty (20) feet in length, boats, boat trailers or other specific vehicles may be parked. This prohibition of parking shall not apply to

the temporary parking of trucks for commercial services. No vehicles of any kind may be parked on any grass-covered areas within the Property.

SECTION 16- FUEL STORAGE TANKS – No fuel or gas storage tanks shall be permitted above ground on any residential Lot. All such tanks must be installed completely underground.

SECTION 17- CLOTHES DRYING – All drying of clothes by line, rack or otherwise, shall be prohibited unless concealed from the view of the public.

SECTION 18- TELEVISION AND RADIO ANTENNAS – Prior to the installation of any television or radio antenna on the exterior of any unit, permission must be granted in writing from the Architectural Committee as to location, height, size and type.

SECTION 19- WATERWAYS – No motor vessel or motorcraft of any kind shall be used on any of the waterways.

SECTION 20- FENCING – Except for the fencing furnished by the Declarant, permission must be granted in writing from the Architectural Committee as to location, height and type of fencing to be installed on any lot.

SECTION 21- PARKING – The Common Area parking provided in the cul de sac is for all of the Unit Owners and their respective guests and accordingly is to be used on a non-exclusive basis and not commandeered by a Unit Owner.

SECTION 22- BASEMENTS AND ENROACHMENTS – The property is being developed as a Planned Unit Development with a zero lot line. Accordingly, an encroachment may exist in certain circumstances due to the roof overhang of one unit upon the lot of an abutting Owner's lot. If such an encroachment shall exist, or if any portion of any Lot encroaches upon an abutting Owner's lot due to construction, reconstruction, repair, shifting, settlement or moving of any portion of the Properties, a valid easement for the for the encroachment shall exist and a valid encroachment for rainwater runoff shall also exist, as long as the encroachment exists. In addition, a valid easement for repairing, painting and maintaining the roof overhang and the exterior wall which is adjacent to the zero Lot line shall exist. In the event any portion of any Lot encroaches upon the Common Areas as a result of the construction, reconstruction, repair, shifting, settlement or moving of any portion of the properties, a valid easement for the enrichment exists. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner. The Association is granted an easement over the Property of each Unit Owner for the purpose of enforcing the provisions of this Declaration, and may go upon the Property of said Unit Owner to remove or repair any existing cause of a violation of these provisions. In the event that the Association, after notice to the Unit Owner and failure to cure by the Unit Owner, does in fact exercise its right to cure said defect, then all costs incident to said action by the Association shall become the personal obligation of the Unit

Owner and be imposed as a lien against the Unit in the same fashion as if said sums represented monies due for unpaid assessments.

SECTION 23-REPAIRS, REPAINTING AND MAINTENANCE -- In order to maintain the esthetic quality of the community, each Unit Owner shall maintain his house and Lot in an *attractive and neat condition and as reasonably necessary, repaint and repair the exterior of his Unit and repave and repair his driveway and walk way when warranted by the condition of said items.* The Unit Owner shall also periodically and as reasonable necessary, have the lawn mowed, edged, fertilized and watered and shall keep the lawn free of weeds and other noxious vegetation. If a Unit Owner shall fail to maintain his lawn and continues to do so after five (5) days written notice from the Association requesting that he do so, or if he shall fail to repaint or repair the exterior of his Unit or fail repave or repair his driveway or walkway after thirty (30) days written notice from the Association requesting that he do so, then the Association may enter upon his Lot for the purposes of mowing, edging, weeding, fertilizing or watering his lawn or for repainting or repairing his driveway or walkway. All costs incident to the lawn maintenance, repairing, repainting or repaving of any item reflected above shall be the personal obligation of the Unit Owner and become a lien against the subject Lot and Unit with the same force and effect of a Lien that would be created by the said Unit Owner's failure to pay maintenance assessments when due. Notwithstanding anything contained herein, no Unit Owner may change the color of the exterior of a Unit without prior written approval.

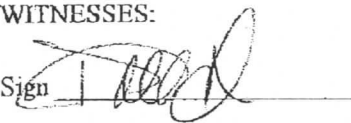
EXHIBITS. In accordance with Florida Statutes Section 720.405(2), each Lot that is subject to this Revived Declaration is described by the folio number, street address, legal description, and name of the record owner(s) of each Lot as of the date of this Revived Declaration as reflected in Exhibit "B" attached hereto and made a part hereof. The Articles of Incorporation for the ASSOCIATION are contained in Exhibit "C" attached hereto and made a part hereof. The Bylaws of the ASSOCIATION are contained in Exhibit "D" attached hereto and made a part hereof. The Plat and graphic description of the real property subject to this Revived Declaration is contained in Exhibit "E" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the CINNAMON HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal affixed this 8th day of November, 2016.

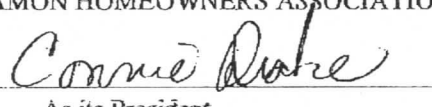
WITNESSES:

CINNAMON HOMEOWNERS ASSOCIATION, INC.

Sign



By:



As its President

Print

Doreen A Swartz

CONNIE DRAKE

Print Name

Print CONNIE Drake

Sign Connie Drake

By: [Signature]

As its Secretary

DONALD DONALD

Print name

STATE OF FLORIDA }

COUNTY OF BROWARD }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, PERSONALLY APPEARED before me the undersigned authority, DONALD DONALD and Connie Drake, President and Secretary respectively of the CINNAMON HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced a Florida Driver's License as identification and who did take an oath and, after being duly cautioned and sworn, deposes and says that he/she has freely and voluntarily executed the foregoing Revived Declaration, and that he/she has set his/her hand and seal thereto.

SWORN TO AND SUBSCRIBED before me this 8 day of November, 2016.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: January 1, 2017

My Commission Number: EE 861932

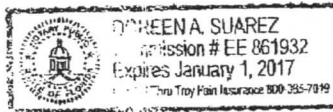


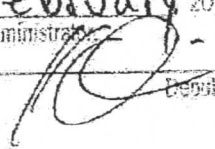
EXHIBIT "A"

BLOCK	LOTS
1	1,2,3,4,5,6,8,9,11
2	1,3,4,5,6,7,8,9,10,11
3	1,2,3,4,5,6,7,8,9,10,12,13
4	1,2,3,4,5,6,7,8,9,10,11, 12, 13

All located in University Park Parcel 9 A according to the Plat thereof recorded in Plat Book 97, Page 34 of the Public Records of Broward County, Florida.

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



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 9th day of February 20 16.
County Administrator
By  Deputy Clerk

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