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DECLARATION OF COVENANTS AND RESTRICTIONS

OF

EAGLE CREEK AT EAGLE TRACE

THIS INSTRUMENT
PREPARED BY:
→ RETURN TO:
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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
EAGLE CREEK AT EAGLE TRACE
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THIS DECLARATION OF COVENANTS AND RESTRICTIONS OF EAGLE CREEK AT EAGLE TRACE is made this 17th day of August, 1989 by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation ("DECLARANT").

PURPOSE

DECLARANT owns the property described herein, and intends to develop the property into a residential community. The purpose of this DECLARATION is to provide various maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION will also establish an association which will have the right to enforce the provisions of this DECLARATION, and which will be given various other rights and responsibilities.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as herein defined, shall be subject to this DECLARATION.

1. DEFINITIONS. The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.01 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

1.02 ASSESSMENT means the amount of money which may be assessed against any OWNER for the payment of the OWNER'S share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 ASSOCIATION means "THE EAGLE CREEK AT EAGLE TRACE ASSOCIATION, INC.," a Florida corporation not-for-profit.

1.04 BOARD means the Board of Directors of the ASSOCIATION.

1.05 BUILDING means any building contained within the SUBJECT PROPERTY from time to time.

1.06 BYLAWS means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

1.07 COMMON AREAS shall mean and refer to (i) any portion of the SUBJECT PROPERTY or any interest in any portion of the SUBJECT PROPERTY (for example, easement rights) now or hereafter owned by the ASSOCIATION and (ii) any portion of the SUBJECT PROPERTY or any interest therein intended for the common use and enjoyment of the LOT OWNERS and designated by DECLARANT as a COMMON AREA in the manner more particularly set forth in Paragraph 6.01 of this DECLARATION.

1.08 COMMON EXPENSES means and refers to all expenses of any kind or nature whatsoever properly incurred by the ASSOCIATION which include, but are not limited to, the following:

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1.08.1 Expenses incurred in connection with (i) any COMMON AREA (unless at the time of creation of such COMMON AREA, DECLARANT or ASSOCIATION declares that a LOT OWNER or some other person other than the ASSOCIATION shall be responsible for some or all of the costs and expenses incurred in connection with the COMMON AREA, (ii) any other portion of the SUBJECT PROPERTY which is to be operated or maintained by the ASSOCIATION, (iii) any other property not included within the SUBJECT PROPERTY which is to be operated or maintained by the ASSOCIATION, or (iv) other matters assumed by the ASSOCIATION in accordance with this DECLARATION, the ARTICLES or the BYLAWS.

1.08.2 Expenses of obtaining, repairing or replacing personal property located on or used in connection with (i) any COMMON AREA (unless at the time of creation of such COMMON AREA, DECLARANT or ASSOCIATION declares that a LOT OWNER or some other person other than the ASSOCIATION shall be responsible for some or all of the costs and expenses incurred in connection with same), (ii) any other portion of the SUBJECT PROPERTY which is to be operated or maintained by the ASSOCIATION, (iii) any other property not included within the SUBJECT PROPERTY which is to be operated or maintained by the ASSOCIATION, or (iv) in connection with the performance of any of the ASSOCIATION's duties.

1.08.3 Expenses incurred in connection with the administration and management of the ASSOCIATION.

1.08.4 Assessments and other expenses due Eagle Trace Community Association, Inc., its successors or assigns in accordance with Paragraph 12.01 of this DECLARATION.

1.08.5 Assessments and other expenses due The Glen at Eagle Trace Master Association, Inc., its successors or assigns, in accordance with Paragraph 12.02 of this DECLARATION.

1.08.6 Any expense of prosecuting or defending any action for or against the ASSOCIATION, including attorneys' fees.

1.08.7 Any and all other expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION and/or by the ARTICLES or BYLAWS, as same may be amended from time to time.

1.09 COMMON PROPERTIES shall mean and refer to those portions of The Glen At Eagle Trace declared as common properties in accordance with the Declaration of Covenants, Restrictions and Easements for The Glen At Eagle Trace more particularly described in Paragraph 12.02 of this DECLARATION. COMMON PROPERTIES are not included within the COMMON AREAS of the SUBJECT PROPERTY.

1.10 COMMON SURPLUS shall mean and refer to the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.11 DECLARANT shall mean and refer to the person or entity executing this DECLARATION, or any person or entity who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then DECLARANT recorded in the Public Records of the County in which the SUBJECT PROPERTY is located. In addition, in the event the holder of any mortgage executed by DECLARANT obtains title to all the SUBJECT PROPERTY then owned by DECLARANT, such mortgagee may elect to become the DECLARANT by a written election recorded in the Public Records of the County in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, the mortgagee may appoint as DECLARANT any third party who acquires title to all of the SUBJECT PROPERTY owned by the mortgagee by written appointment recorded in the Public Records of the County in which the SUBJECT PROPERTY is located. Any subsequent DECLARANT shall not be liable for any defaults or obligations incurred by any prior DECLARANT, except as same may be expressly assumed by the

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subsequent DECLARANT. In any event, the term "DECLARANT" shall not include any person or entity acquiring title only to one or more LOTS unless DECLARANT specifically assigns its rights as DECLARANT to such person or entity.

1.12 DECLARATION shall mean and refer to this Declaration of Covenants and Restrictions, as it may be amended from time to time.

1.13 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans, whether construction or permanent. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.14 LOT means any parcel of land located within the SUBJECT PROPERTY, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or is intended to contain a UNIT, and same shall include any UNIT constructed upon the LOT.

1.15 OWNER means the record owner(s) of a LOT.

1.16 SUBJECT PROPERTY means the property which is subject to this DECLARATION, which property is described in Exhibit "A" attached hereto, plus any additional property which may be made subject to this DECLARATION and less any property which may be withdrawn from this DECLARATION, pursuant to an amendment to this DECLARATION, and includes any UNITS or improvements constructed thereon.

1.17 UNIT shall mean and refer to the residential dwelling constructed upon a LOT.

2. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws of the State of Florida.

2.01 ARTICLES. A copy of the ARTICLES is attached hereto as Exhibit "B." No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

2.02 BYLAWS. A copy of the BYLAWS is attached as Exhibit "C." No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

2.03 Membership. All OWNERS shall be members of the ASSOCIATION. Membership as to each LOT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

2.04 Approval or Disapproval of Matters. Whenever the decision of the OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS.

2.05 Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the

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BOARD is specifically required by this DECLARATION, the ARTICLES, or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the majority of the BOARD, without the consent of the OWNERS, and the BOARD may so approve any act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.06 Voting. The voting rights of the OWNERS shall be as provided in the ARTICLES and the BYLAWS.

3. Easements. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to materially and adversely interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION:

3.01 Easements for Pedestrian and Vehicular Traffic. An easement for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as same may from time to time exist upon the SUBJECT PROPERTY and an easement for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the SUBJECT PROPERTY as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their guests and invitees, and the holders of any mortgage encumbering any LOT.

3.02 Service and Utility Easements. Easements in favor of the appropriate governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier companies and other applicable and appropriate persons and entities, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the LOTS and COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY and the OWNERS. Also, such easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY (the LOTS or the COMMON AREAS), including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portions of the SUBJECT PROPERTY shall only be under the LOT, and shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT.

An OWNER shall do nothing on or to his LOT and/or UNIT which interferes with or impairs the using or servicing of these easements. Within these easements, no structure, planting or other materials (other than sod), which may interfere with the installation, maintenance and proper use of the easement shall be placed or permitted to remain unless the structure, planting or other material is installed by the DECLARANT, or unless same was approved in writing by the ASSOCIATION and controlling governmental or quasi-governmental agencies, if any, prior to installation. Each LOT OWNER shall be responsible for any and all costs and expenses of maintenance and upkeep of all sod and other approved landscaping located, for whatever purpose, within such portions of such easements as are located within such LOT OWNER'S LOT. DECLARANT

(for so long as it owns any LOT) and/or the ASSOCIATION or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the easements herein reserved and to remove any improvements interfering with or impairing the easements herein reserved; provided such right of access shall not unreasonably interfere with the OWNER'S permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.

3.03 Walls, Fences, Hedges and Other Enclosures. No wall, fence, hedge or other enclosure shall be constructed upon a LOT without receiving the prior approval of the BOARD, which approval shall be at the sole discretion of the BOARD. No wall, fence, hedge or other enclosure shall block or obstruct the view of any COMMON AREAS or any lakes or canals adjacent to the SUBJECT PROPERTY from other areas of the SUBJECT PROPERTY.

3.04 Easements in Favor of Association. The ASSOCIATION, by and through its employees, agents and contractors, is hereby granted a perpetual easement and right-of-entry through, over and upon each LOT for the purpose of discharging and performing any duty imposed, or exercising any right granted, by this DECLARATION, including but not limited to the duty or right of maintenance or replacement imposed upon either the ASSOCIATION or upon any OWNER.

3.05 Encroachments. If any portion of the COMMON AREAS encroaches upon any LOT; if any UNIT encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the ASSOCIATION, (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON AREAS; or (v) any nonpurposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

3.06 Easements for overhanging troughs or gutters, downspouts and roof eaves, the discharge therefrom of rainwater and the subsequent flow thereof over the LOTS and the COMMON AREAS.

3.07 LOT OWNERS Easement for Use and Enjoyment. Each LOT OWNER, its employees, agents, customers, licensees, invitees and tenants shall have a nonexclusive right and easement of use and enjoyment in and to the COMMON AREAS, which easement shall be appurtenant to and shall pass with the title to each LOT. However, such easement of use and enjoyment shall be subject to the limitations set forth below; provided, however, that such limitations shall not be permitted to materially inhibit access to any LOT by the respective LOT OWNER and the employees, agents, customers, licensees, invitees and tenants of such LOT OWNER. The rights and easements of use and enjoyment created hereby shall be subject to the following:

3.07.1 The right of DECLARANT and/or the BOARD to borrow money for the purposes of improving and/or maintaining the COMMON AREAS and in connection therewith to mortgage the COMMON AREAS.

3.07.2 The right of DECLARANT and/or the BOARD to take such steps as are reasonably necessary to protect the COMMON AREAS against foreclosure, including, but not limited to, the appointment of a receiver.

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3.07.3 The right of the BOARD to properly maintain the COMMON AREAS.

3.07.4 The right of DECLARANT and/or the BOARD to dedicate or transfer all or any part of the COMMON AREAS or any interest therein to any governmental or quasi-governmental agency, authority, utility, water management or water control district, or other person or entity free and clear of the LOT OWNERS easement.

3.07.5 Easements, restrictions and/or reservations contained within any site plan or any plat which may be filed with respect to all or any portion of the SUBJECT PROPERTY or any plat or site plan which includes the SUBJECT PROPERTY or any portion thereof.

3.07.6 The right of the DECLARANT to develop the SUBJECT PROPERTY and to sell or lease LOTS and UNITS to purchasers or lessees.

3.07.7 Easements, restrictions and reservations contained in this DECLARATION and the documents more particularly described in Paragraphs 12.01 and 12.02 of this DECLARATION.

3.07.8 As a material condition of ownership of a LOT, each LOT OWNER releases DECLARANT from any claim that the LOT OWNER may have for interference with the use and enjoyment of such LOT OWNER'S LOT or the COMMON AREAS due to development of the SUBJECT PROPERTY, whether or not the construction operations were performed on the COMMON AREAS or any of the LOTS or any other portion of the SUBJECT PROPERTY.

3.08 Mortgage Holder Easement. An easement is hereby granted over, across and through the COMMON AREAS in favor of the holder of any mortgage encumbering any LOT(S) for the purpose of access to the property subject to such mortgage holder's mortgage.

3.09 DECLARANT Easement. Easements are hereby reserved throughout the COMMON AREAS and the LOTS by DECLARANT for its use and the use of its agents, employees, licensees and invitees for all purposes in connection with the operation of the SUBJECT PROPERTY, including, but not limited to: development, construction, sale, leasing and maintenance of the SUBJECT PROPERTY.

3.10 Restrictions on LOT OWNER Easements. No LOT OWNER other than DECLARANT shall grant any easement upon any portion of the SUBJECT PROPERTY, including such LOT OWNER'S LOT, to any person or entity without the prior written consent of the ASSOCIATION, which consent may be withheld in the sole discretion of the ASSOCIATION.

3.11 Additional Easements. DECLARANT (for so long as it owns any LOT) and/or the ASSOCIATION shall have the right to (i) grant and declare additional easements over, upon, under and/or across the LOTS and COMMON AREAS in favor of the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company and/or (ii) modify, relocate, abandon or terminate existing easements within or outside of the SUBJECT PROPERTY in favor of the ASSOCIATION and/or the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the DECLARANT or the ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBJECT PROPERTY, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. Within any such easement, no structure, planting or other materials (other than sod), which may interfere with the installation, maintenance and proper use of the easement shall be placed or permitted to remain unless the structure, planting or other material is installed by the DECLARANT, or unless same was approved in writing by the ASSOCIATION and the

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controlling governmental or quasi-governmental agencies or authorities, if any, prior to installation. Each LOT OWNER shall be responsible for any and all costs and expenses of maintenance and upkeep of all sod and other approved landscaping located, for whatever purpose whatsoever, within such portions of any such easement as is located within such LOT OWNER'S LOT. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not materially and adversely interfere with the use of LOTS for dwelling purposes, no joinder of any OWNER or any mortgagee of any LOT shall be required, but if same would materially and adversely interfere with the use of any LOT for dwelling purposes, the joinder of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DECLARANT and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

3.12 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, and INSTITUTIONAL LENDERS for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

3.13 Easements and Restrictions of Record. The SUBJECT PROPERTY is subject to all restrictions, reservations and easements which have been placed of record prior to the recording of this DECLARATION, including, but not limited to those restrictions, reservations and easements more particularly described on Exhibit "D" attached hereto.

4. MAINTENANCE OF THE SUBJECT PROPERTY.

4.01 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE, the following portions of the SUBJECT PROPERTY:

4.01.1 The ASSOCIATION shall maintain, repair and improve (i) all COMMON AREAS (unless at the time of creation of a COMMON AREA, DECLARANT or ASSOCIATION declares that a LOT OWNER or some other person other than the ASSOCIATION shall be responsible for some or all of the costs and expenses incurred in connection with such COMMON AREA); (ii) all other property owned or maintained by the ASSOCIATION in accordance with this DECLARATION, the ARTICLES or the BYLAWS including, but not limited to, property in which the ASSOCIATION has easement rights or obligations, unless DECLARANT or ASSOCIATION declares that a LOT OWNER or some person or entity other than the ASSOCIATION shall be responsible for some or all of the costs and expenses incurred in connection with such property.

4.01.2 Surface Water Management. Any portion of the surface water management system which is installed within the SUBJECT PROPERTY shall be maintained by the ASSOCIATION in accordance with all permits and approvals issued by any controlling governmental authority. Furthermore, the surface water management system shall not be adversely interfered with, changed or altered, except pursuant to permits or approvals issued by the controlling governmental authority. Notwithstanding the foregoing, the cost and expenses of maintenance and upkeep of any sod or approved landscaping located within any such property shall be borne by the LOT OWNER within whose LOT such sod or landscaping is located.

4.01.3 Utility Services. The ASSOCIATION shall maintain all utility services which are installed within the SUBJECT PROPERTY and which are not owned by any governmental or quasi-governmental authority, utility company or other person or entity, except for utility services located within any LOT, which serve only the LOT or the UNIT on the LOT, which shall be maintained by the LOT OWNER. Notwithstanding the foregoing, the cost and

expense of maintenance and located within any such project within whose LOT such sod or

or approved landscaping borne by the LOT OWNER stated.

4.01.4 Other Property. The ASSOCIATION shall have the right, but not the obligation, to maintain such other areas within or contiguous to the SUBJECT PROPERTY as the BOARD determines from time to time is in the best interest of the OWNERS, and the cost of any such maintenance shall be a COMMON EXPENSE. In particular, the ASSOCIATION shall have the right, but not the obligation, to maintain landscaping within or contiguous to any road right-of-way contiguous to the SUBJECT PROPERTY, and if any lake or canal is contiguous to the SUBJECT PROPERTY, the ASSOCIATION shall have the right, but not the obligation, to maintain same.

4.01.5 Notwithstanding the foregoing if any special maintenance, other than regular periodic maintenance performed by the ASSOCIATION or maintenance necessitated by ordinary wear and tear, is required due to the actions of any OWNER, or the residents of any UNIT, or their guests or invitees, the OWNER of the UNIT shall be responsible for the cost of such maintenance and may be assessed for such cost by the ASSOCIATION.

4.02. By the OWNERS. Each OWNER shall maintain his UNIT and all improvements upon his LOT in first class condition.

5. USE RESTRICTIONS.

5.01 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY or with any LOT or UNIT.

5.02 Outside Storage of Personal Property. The personal property of an OWNER shall be stored inside the OWNER'S UNIT or the fenced or walled-in areas of the OWNER'S LOT, and shall not be left outside of the UNIT or fenced or walled-in areas overnight, with the exception of the OWNER'S permitted motor vehicles.

5.03 Sales and Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, as same may be amended from time to time, and copies of all proposed leases shall be delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than one (1) year.

5.04 No Temporary Buildings. No out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings, or tents, shall be erected, constructed or located within any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION.

5.05 Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER'S LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

5.06 Automobiles and Vehicles. Only automobiles, private passenger and recreational vans with permanent rear seats and pickup trucks, and other private passenger vehicles may be

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parked within the SUBJECT PROPERTY overnight. Such recreational vans and trucks shall be permitted to be parked overnight on the SUBJECT PROPERTY only if parked within a garage. Other types of vehicles, trucks, recreational vehicles, campers, boats and trailers, may not be parked or stored overnight, or for more than four (4) hours in any day. No vehicle shall be parked overnight within the SUBJECT PROPERTY if commercial equipment or commercial lettering is exposed in or upon the vehicle, without the prior written consent of the ASSOCIATION. The foregoing restriction shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or used in connection with providing services to, any UNIT. No motor vehicle shall be stored within the SUBJECT PROPERTY which is not in operating condition, and no major repairs of motor vehicles are permitted within the SUBJECT PROPERTY. Motorcycles are not permitted, except with the prior written consent of the ASSOCIATION which may be withdrawn at any time, and any permitted motorcycles must be equipped with appropriate noise muffling equipment so that the operation of same do not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

5.07 Animals and Pets. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents of the SUBJECT PROPERTY. No more than two (2) dogs and/or cats may be kept within any UNIT. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. Any dog must be carried or kept on a leash when outside of a UNIT. Any resident will be required to immediately pick up any solid animal waste deposited by his pet on any portion of the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of these restrictions.

5.08 Maintenance. Each OWNER shall maintain his UNIT and all improvements upon his LOT in first class condition at all times.

5.09 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

5.10 Clothesline and Outside Clothes Drying. No clothesline or clothespole shall be erected, and no clothes-drying is permitted which is visible from the exterior of the LOT, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

5.11 Nuisances and Annoyances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful actions shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

5.12 Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ASSOCIATION so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

5.13 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

5.14 In addition to the foregoing use restrictions, all use restrictions set forth in the other documents more particularly described in Paragraphs 12.01 and 12.02 of this DECLARATION, as same may be amended from time to time, are incorporated herein by reference and by said reference are deemed to be a part hereof as if fully set forth herein.

5.15 Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling of any portion of the SUBJECT PROPERTY; provided, however, that the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT in accordance with permits issued by controlling governmental authorities.

5.16 Architectural Control for Exterior Changes.

5.16.1 OWNER to Obtain Approval. No OWNER shall make, install, place, or remove any building, fence, wall, patio area, pool, spa, landscaping, or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the OWNER'S LOT, or the exterior of the OWNER'S LOT, unless the OWNER first obtains the written approval of the ASSOCIATION and Eagle Trace Community Association, Inc., its successors or assigns (see Paragraph 12.01 of this DECLARATION) to same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

5.16.2 ASSOCIATION's Consent. Any request by an OWNER for approval by the ASSOCIATION to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any LOT or UNIT, but may be withheld due to aesthetic considerations. The ASSOCIATION shall notify the OWNER of its approval or disapproval by written consent within 30 days after request for such consent is made in writing to the ASSOCIATION, and in the event the ASSOCIATION fails to disapprove any request within such 30 day period, the consent shall be deemed approved and upon request the ASSOCIATION shall give written notice of such approval. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any plans and specifications, the OWNER may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION's approval. Application to and approval by Eagle Trace Community Association, Inc., its successors or assigns shall be in accordance with the Declaration and other documents described in Paragraph 12.01 of this DECLARATION.

5.16.3 No Liability. The ASSOCIATION shall not be liable to any OWNER in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore,

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any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

5.16.4 Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement or change is made without first obtaining the approval of the ASSOCIATION and the Eagle Trace Community Association, Inc., its successors or assigns, or is not made in strict conformance with any approval granted by the ASSOCIATION or the Eagle Trace Community Association, Inc., its successors or assigns, the ASSOCIATION shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ASSOCIATION or the Eagle Trace Community Association, Inc., its successors or assigns, or the ASSOCIATION may pursue any other remedy available to it. Any action to enforce this Section must be commenced within 1 year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Eagle Trace Community Association, Inc., its successors or assigns shall have the enforcement remedies as set forth in the documents more particularly set forth in Paragraph 12.01 of this DECLARATION.

5.17 Rules and Regulations. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. Recreational Facilities within the COMMON PROPERTIES of The Glen At Eagle Trace will be maintained by and subject to the rules and regulations of The Glen At Eagle Trace Master Association, Inc. (See Paragraph 12.02 of this DECLARATION).

5.18 Waiver. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions (excluding restrictions imposed by Eagle Trace Community Association, Inc., its successors or assigns and/or The Glen at Eagle Trace Master Association, Inc., its successors or assigns), or to permit a deviation from these restrictions (excluding restrictions imposed by Eagle Trace Community Association, Inc., its successors or assigns and/or The Glen at Eagle Trace Master Association, Inc., its successors or assigns) as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to any other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

5.19 Exceptions. The foregoing use and maintenance restrictions (except for maintenance and use restrictions imposed upon DECLARANT by the documents described in Paragraph 12.01 and 12.02 of this DECLARATION) shall not apply with respect to the customary and usual activities in connection with the development of the SUBJECT PROPERTY by the DECLARANT, including the construction of BUILDINGS, UNITS and other improvements within the SUBJECT PROPERTY, nor to the sale of UNITS by DECLARANT or any other person or entity initially constructing UNITS within any portion of the SUBJECT PROPERTY. Specifically, and without limitation, and notwithstanding any of the other terms or provisions of this DECLARATION, DECLARANT

and any person or entity developing or initially constructing any UNITS within any portion of the SUBJECT PROPERTY shall have the right to: (i) construct any BUILDINGS, UNITS or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements or changes thereto; (ii) maintain customary and usual sales, general office and construction operations within the SUBJECT PROPERTY; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the SUBJECT PROPERTY for sales, construction, storage or other purposes; (iv) temporary deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the SUBJECT PROPERTY; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of the SUBJECT PROPERTY "For Sale" or other reasonable signs used in the development or construction of any portion of the SUBJECT PROPERTY and for promotional purposes.

6. COMMON AREAS.

6.01 Property Owned by the ASSOCIATION. DECLARANT, by conveyance, dedication or other appropriate method, shall have the right to transfer title to all or any portion of the SUBJECT PROPERTY owned by it or any interest therein to the ASSOCIATION as a COMMON AREA, and such transfer shall be effective upon recording the deed, plat or other instrument of transfer in the public records of the county in which the SUBJECT PROPERTY is located. DECLARANT shall also have the right to designate any portion of the SUBJECT PROPERTY owned by it or any interest therein that is intended for the use and enjoyment of the LOT OWNERS, as a COMMON AREA, while retaining title in and to such portion of the SUBJECT PROPERTY. Such property shall become a COMMON AREA on the date upon which a written declaration of intention to designate such property as a COMMON AREA is delivered to the ASSOCIATION and/or recorded upon the public records of the county in which the SUBJECT PROPERTY is located.

6.02 Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the benefit of all LOT OWNERS and their tenants and their respective employees, customers, agents, guests and invitees and the holders of any mortgages encumbering any LOT from time to time and for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION.

6.03 Conveyance Requirements. Notwithstanding anything contained herein to the contrary, the dimensions, construction, improvements and timing of any conveyance to the ASSOCIATION by the DECLARANT of any COMMON AREAS or an easement for same shall be in the sole discretion of the DECLARANT, except that all portions of the SUBJECT PROPERTY that DECLARANT has designated as a COMMON AREA in accordance with Paragraph 6.01 of this DECLARATION, and all portions of the SUBJECT PROPERTY that DECLARANT intends to become COMMON AREAS, shall be conveyed by the DECLARANT to the ASSOCIATION by a date no later than the first date upon which DECLARANT no longer owns any interest in any LOT. Furthermore, none of the provisions of this Paragraph 6.03 shall prevent DECLARANT from conveying any other portion of the SUBJECT PROPERTY or any interest therein to the ASSOCIATION as a COMMON AREA, nor shall any provisions of this paragraph prevent the DECLARANT from conveying to any appropriate governmental or quasi-governmental entity or other person or entity and/or dedicating to the public or an appropriate governmental or quasi-governmental entity or other person or entity by plat or otherwise, portions of the SUBJECT PROPERTY, for roadways, water and sewer systems, drainage and surface water management systems, other utilities, parks, lakes, public recreation facilities and areas, or whatever other purposes and/or uses deemed appropriate by DECLARANT.

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7. SPECIAL PROVISIONS REGARDING INSTITUTION LENDERS.

7.01 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any UNIT, identifying the name and address of the holder, insurer or guarantor and the UNIT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

7.01.1 Any condemnation loss or any casualty loss which affects a material portion of the SUBJECT PROPERTY or any LOT on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, as applicable;

7.01.2 Any delinquency in the payment of ASSESSMENTS or other monies owed by an OWNER, or any other default in the performance by the OWNER of any obligation under this DECLARATION, the ARTICLES, or the BYLAWS, which OWNER'S UNIT is subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;

7.01.3 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

7.02 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any LOTS is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary, may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

7.03 Payment of Taxes. Any INSTITUTIONAL LENDER may pay any taxes or assessments which are in default, and shall be owed immediate reimbursement therefor from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

8. ASSESSMENT FOR COMMON EXPENSES.

8.01 Each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER, except for any ASSESSMENTS owed by DECLARANT, and except as provided in Paragraph 9.01.6 of this DECLARATION.

8.02 Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES for each LOT, and shall notify each OWNER in writing of the amount, frequency, and due dates of the ASSESSMENT for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS, and shall be payable in the manner determined by the BOARD, as stated in the notice of any special ASSESSMENTS for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS.

8.03 ASSESSMENTS for COMMON EXPENSES as to any LOT not containing a UNIT shall be 25% of the ASSESSMENTS for COMMON EXPENSES for a LOT containing a UNIT, and except for the foregoing the ASSESSMENTS for COMMON EXPENSES assessed against each LOT shall be equal. The full ASSESSMENT for COMMON EXPENSES as to each LOT upon which a UNIT is constructed shall commence on the first day of the full calendar month after a certificate of occupancy for the UNIT is issued, or upon the conveyance of the LOT by DECLARANT, or upon the first occupancy of the UNIT, whichever occurs first. Each OWNER (including DECLARANT) shall be responsible for payment of assessments due the Eagle Trace Community Association and The Glen at Eagle Trace Master Association commencing on the date such OWNER acquires title to a LOT.

8.04 In addition to ASSESSMENTS for COMMON EXPENSES, the first OWNER acquiring title from DECLARANT to a UNIT shall pay to the ASSOCIATION a contribution to a working capital and reserve fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER'S responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

8.05 Until such time as DECLARANT no longer owns any LOT, or until DECLARANT notifies the ASSOCIATION in writing that DECLARANT elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any other OWNER, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any LOTS owned by DECLARANT, but in lieu therefor, DECLARANT shall be responsible for the payment of all COMMON EXPENSES in excess of the ASSESSMENTS for COMMON EXPENSES (including but not limited to the ASSESSMENTS described in Paragraph 8.04 of this DECLARATION) receivable from the other OWNERS. During such period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES for LOTS owned by DECLARANT, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT based upon DECLARANT'S good faith estimate of what the expenses of the ASSOCIATION would be if all the LOTS and IMPROVEMENTS contemplated within the SUBJECT PROPERTY were completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be approximately what said ASSESSMENTS would be if the development of the SUBJECT PROPERTY as contemplated by

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DECLARANT was complete. Such obligation of DECLARANT shall be deemed an ASSESSMENT, and if DECLARANT fails to pay same the ASSOCIATION shall have all of the remedies for collection provided in this DECLARATION. DECLARANT will advise the ASSOCIATION of the manner in which such ASSESSMENTS were determined by DECLARANT.

9. DEFAULT.

9.01 Monetary Defaults and Collection of Assessments.

9.01.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or TEN DOLLARS (\$10.00), whichever is greater, plus interest at the highest rate allowable by law, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.,

9.01.2 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

9.01.3 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and of reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION'S lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other monies owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien. JRM 66697 Pg. 5

9.01.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION'S lien. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

9.01.5 Rental and Receiver. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION

against his UNIT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

9.01.6 Subordination of Lien. Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or where an INSTITUTIONAL LENDER accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other monies are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new owner, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER'S LOT. Any person who acquires a LOT, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT until such time as all unpaid ASSESSMENTS and other monies have been paid in full.

9.01.7 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to any third party.

9.01.8 Unpaid ASSESSMENTS - Certificate. Within 30 days after written request by any OWNER or INSTITUTIONAL LENDER, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a certificate showing the amount of unpaid ASSESSMENTS or other monies owed to the ASSOCIATION by the OWNER, and any person or entity who relies on such certificate in purchasing any LOT or in making a mortgage loan encumbering the LOT of the OWNER shall be protected thereby.

9.01.9 Application of Payments. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of assessments and other monies owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

9.02 Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any ASSESSMENT or other monies) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to

completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

9.02.1 Impose a fine against the OWNER or tenant as provided in Paragraph 9.03; and/or

9.02.2 Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

9.02.3 Commence an action to recover damages; and/or

9.02.4 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

9.03 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed one-third of one month's ASSESSMENT for COMMON EXPENSES for a second similar offense, and one month's ASSESSMENT for COMMON EXPENSES for a third or a subsequent similar offense. Any fine shall be imposed by written notice to the OWNER or tenant, signed by an officer of the ASSOCIATION, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the OWNER or tenant has the right to contest the fine by delivering written notice to the ASSOCIATION within 10 days after receipt of the notice imposing the fine. If the OWNER or tenant timely and properly objects to the fine, the BOARD shall conduct a hearing within 30 days after receipt of the OWNER'S or tenant's objection, and shall give the OWNER or tenant not less than 10 days' written notice of the hearing date. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The OWNER or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the BOARD shall ratify, reduce or eliminate the fine and shall give the OWNER or tenant written notice of its decision. Any fine shall be due and payable within 10 days after written notice of the imposition of the fine, or if a hearing is timely requested within 10 days after written notice of the BOARD'S decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within 10 days after same is due, the ASSOCIATION shall have the right to evict the tenant pursuant to Paragraph 9.06 of this DECLARATION.

9.04 Negligence. An OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness.

9.05 Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. Each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

9.06 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

9.07 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

9.08 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

9.09 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by the DECLARANT, or the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

10. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land

The Glen at Eagle Trace Master Association without securing such consent from such Association or Associations.

12. MISCELLANEOUS.

12.01 EAGLE CREEK AT EAGLE TRACE is part of THE EAGLE TRACE COMMUNITY. THE EAGLE TRACE COMMUNITY is defined in the Declaration and General Protective Covenants for Eagle Trace Community, which are recorded in Official Records Book 11230, Page 152, of the Public Records of Broward County, Florida. The Declaration and General Protective Covenants for Eagle Trace Community has been supplemented by a Declaration of Neighborhood Covenants, recorded in Official Records Book 11471, Page 515, of the Public Records of Broward County, Florida, which has been amended at Official Records Book 116629, Page 852 of the Public Records of Broward County, Florida. EAGLE CREEK AT EAGLE TRACE is subject to both of the above described Declarations, all exhibits and attachments thereto and all rules and regulations promulgated pursuant thereto, as same may be amended from time to time. Among other things, both Declarations provide for an assessment against the Owners of Units at EAGLE CREEK AT EAGLE TRACE and lien rights to enforce the nonpayment of such assessments. THE EAGLE TRACE COMMUNITY is governed by THE EAGLE TRACE COMMUNITY ASSOCIATION, INC. THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC. has the obligation as the Neighborhood Association (as that term is defined in the EAGLE COMMUNITY documents described in this Paragraph 12.01 of this DECLARATION) to collect THE EAGLE TRACE COMMUNITY assessments and pay those assessments to THE EAGLE TRACE COMMUNITY ASSOCIATION, INC. Those assessments will be considered a COMMON EXPENSE of THE GLEN AT EAGLE TRACE and a COMMON EXPENSE of the ASSOCIATION.

12.02 EAGLE CREEK AT EAGLE TRACE is part of THE GLEN AT EAGLE TRACE. THE GLEN AT EAGLE TRACE is defined in the Declaration of Covenants, Restrictions and Easements for The Glen at Eagle Trace, which is recorded in Official Records Book 13028, Page 576, and has been amended at Official Records Book 116440, Page 306, of the Public Records of Broward County, Florida. EAGLE CREEK AT EAGLE TRACE is subject to among other things the above described Declaration, all exhibits and attachments thereto, and all rules and regulations promulgated pursuant thereto, as same may be amended from time to time. Said Declaration provides for an assessment against the Owners of Units at EAGLE CREEK AT EAGLE TRACE and lien rights to enforce nonpayment of such assessments. Such assessments will be considered a COMMON EXPENSE of The Glen at Eagle Trace and a COMMON EXPENSE of the ASSOCIATION. The membership of THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC. shall consist of the Owners of the LOTS within EAGLE CREEK AT EAGLE TRACE and the condominium unit owners within The Glen Condominium I.

12.03 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and/or this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control. In the event of any conflict between the terms and provisions of this DECLARATION and the terms and provisions of the Declarations and other documents referred to in Paragraph 12.01 and 12.02 of this DECLARATION, the terms and provisions of the Declarations and other documents referred to in Paragraph 12.01 and 12.02 of this DECLARATION, in that order, shall prevail.

12.04 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one or its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

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12.05 Rights of Successors in Interest and Assignees of DECLARANT. Any right, power or authority granted to or reserved by the DECLARANT pursuant to this DECLARATION, the ARTICLES or the BYLAWS, either express or implied, may be exercised or enforced by any successor in interest or assignee of the DECLARANT. However, any purchaser of any LOT from the DECLARANT shall not be deemed a successor in interest or an assignee of the DECLARANT for purposes of this Paragraph, unless the DECLARANT specifically assigns its rights hereunder to such purchaser by written document recorded in the public records of the county in which the SUBJECT PROPERTY is located.

12.06 Partial Invalidity. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

12.07 Gender. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

12.08 Real Covenants. All of the restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all OWNERS as herein defined, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this DECLARATION and the ARTICLES and BYLAWS. Both the burdens imposed and the benefits derived from this DECLARATION shall run with each LOT, as herein defined.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 14th day of February, 1989.

WITNESSES:

Debra Colton Richardson
Ann G. [unclear]

FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation

By: Burton A. Bines
Burton A. Bines, President

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STATE OF FLORIDA)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 14 day of February, 1989, by Burton A. Bines, President of FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation.

William G. [unclear]
NOTARY PUBLIC

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 26, 1991
SOCIETY FARM INSURANCE, INC.

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lots One (1) through Seven (7), inclusive, in Block "F" of EAGLE TRACE, according to the Plat thereof, as recorded in Plat Book 116, at Page 19 of the Public Records of Broward County, Florida.

LESS

A portion of Lots 1 & 2, Block F, "EAGLE TRACE", according to the Plat thereof, as recorded in Plat Book 116, Page 19 of the Public Records of Broward County, Florida, more particularly described as follows:

Begin at the most northeasterly corner of Lot 1, Block F, of said plat; said point being on the arc of a non-tangent curve (radial line through said point bears South 53°43'41" West); thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 1040.00 feet, a delta of 11°34'13", an arc distance of 210.02 feet; thence tangent to said curve South 47°50'32" East, 62.19 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 50.00 feet, a delta of 86°15'45", an arc distance of 75.28 feet to a point of reverse curvature; thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 1,483.97 feet, a delta of 02°46'15", an arc distance of 71.76 feet; thence tangent to said curve South 35°39'00" West, 483.31 feet; thence North 54°21'00" West, 303.13 feet to a point on the arc of a non-tangent curve (radial line through said point bears South 31°07'10" East); thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 387.51 feet, a delta of 13°29'11", an arc distance of 91.21 feet; thence tangent to said curve North 45°23'39" East, 164.75 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 4,281.29 feet, a delta of 01°25'10", an arc distance of 106.06 feet; thence North 40°16'34" West, 150.78 feet; thence North 49°43'26" East, 265.24 feet, thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 3,054.79 feet, a delta of 00°12'43", an arc distance of 11.30 feet to the POINT OF BEGINNING.

LESS

A portion of Block "F", EAGLE TRACE, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, adjoining Lakeview Drive (as described in Official Records Book 5410, Page 642, of said Public Records), said portion being more particularly described as follows:

Commencing at the Northwest corner of Lot 5 of said Block "F", said point being on the southerly right-of-way line of the Coral Springs Improvement District Canal L-207 (as described in Official Records Book 4741, Page 601); thence North 71° 18' 49" East, along the northerly line of said Lot 5, a distance of 108.75 feet to the Point of Beginning; thence continuing North 71° 18' 49" East along said line, a distance of 36.10 feet to the beginning of a curve concave to the northwest having a radius of 1893.49 feet and a central angle of 01° 25' 01"; thence easterly along the arc of said curve on said northerly line of Lot 5, a distance of 46.83 feet; thence South 29° 38' 36" East, non radial from said curve, a distance of 276.12 feet to a point on a curve concave to the northwest having a radius of 287.00 feet and a radial line to said point bears South 39° 09' 56" East; thence northeasterly along the arc of said curve, through a central angle of 2° 59' 40", a distance of 15.00 feet to the point of tangency; thence North 47° 50' 24" East, a distance of 66.22 feet; thence South 38° 26' 05" East, a distance of 118.19 feet; thence South 24° 16' 02" East, a distance of 200.51 feet to a point on the northerly right-of-way line of said Lakeview Drive, said point being on a curve concave to the northwest

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having a radius of 1115.20 feet and a radial line to said point bears South 23° 08' 44" East; thence westerly along the arc of said curve on said northerly right-of-way line, through a central angle of 13° 25' 39", a distance of 261.35 feet; thence North 12° 02' 09" West, nonradial from said curve, a distance of 224.46 feet to a point on a curve concave to the northwest having a radius of 345.05 feet and a radial line to said point bears South 17° 00' 33" East; thence westerly along the arc of said curve, through a central angle of 5° 49' 15", a distance of 35.05 feet; thence North 18° 41' 11" West, nonradial from said curve, a distance of 313.31 feet to the Point of Beginning on said northerly line of Lot 5.

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