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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR EAGLE LANDING**

THIS DECLARATION is made this 27TH day of September, 1995, by
TRANSEASTERN PROPERTIES OF SOUTH FLORIDA, INC., a Florida corporation, which
hereby declares that "The Property" described in Article II, of this Declaration shall be held,
transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges
and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1. DEFINITIONS. The following words, when used in this Declaration
(unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Eagle Trace Landing Homeowners
Association, Inc., a Florida Corporation not for profit. This is the Declaration of Covenants and
Restrictions to which the Articles of Incorporation (the "Articles") and By Laws (the "By Laws")
of the Association make reference. Copies of the Articles and By Laws are attached hereto and
made a part hereof as Exhibits "A" and "B" respectively.

B. "Developer" or "Declarant" shall mean and refer to Transeastern Properties of
South Florida, Inc., a Florida corporation ("Transeastern") and its successors or assigns if any
such successor or assign acquires an undeveloped portion of Parcel "K", Eagle Trace, according
to the Plat thereof, as recorded in Plat Book 116, at Page 19, of the Public Records of Broward
County, Florida, also known and sometimes referred to in this Declaration as "Eagle Landing")

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for the purpose of development and is designated as such by Transeastern. Reference herein to Transeastern as the Developer of Eagle Landing is not intended, and shall not be construed, to impose upon Transeastern liability for any obligations, legal or otherwise, for the acts of omissions of third parties who purchase Sites within Eagle Landing from Transeastern or others and develop and resell the same.

C. "Eagle Landing" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in Section 1 of Article II hereinbelow.

D. "Site" shall mean and refer to any Site or other parcel with any and all improvements thereon, in Eagle Landing platted as Parcel "K", Eagle Trace (as described above) in the Public Records of Broward County, Florida or separately designated on the Plat Exemption For Parcel K - Eagle Trace Site Plan approved by the City of Coral Springs (a certified copy of which is attached hereto and made a part hereof as Exhibit "C") on which a residential structure could be constructed, whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Site which is part of the Property, including Developer.

F. "Owner's Permittee" shall mean any and all persons who come within the physical boundaries of Eagle Landing at the request or with the consent of a particular Owner, or for the purpose of transacting any business with or for an Owner.

G. "Common Area" shall mean and refer to the property legally described on Exhibit "D" attached hereto and made a part hereof, together with all property designated as Common Area in any supplemental declaration; together with the landscaping and improvements thereon, including without limitation all private roadways, pedestrian walkway areas, structure, recreational facilities, open space, walkways and pathways, stormwater drainage structures, sprinkler systems and street lights, but excluding any public utility installations thereon or thereunder, including, without limitation, a right of use, for the common use and enjoyment of the members of the Association. The use of the Common Area not designated as roadways or ingress and egress shall be restricted to park and recreational purposes. Common Areas designated as roadways or for ingress and egress shall be for the benefit of each Owner, their respective guests, invitee and licensees. All Common Areas may be subject to reasonable rules and regulations from time to time imposed.

H. "Turnover Date" shall mean and refer to the date when Declarant shall no longer appoint the Board of Directors of the Association, as set forth in the Articles, which shall be no later than three (3) months after ninety (90%) percent of the Sites within the Property that will ultimately be operated by the Homeowners Association have been sold and conveyed to Members (as that term is more particularly defined in Article IV, Section 2, below) or at an earlier date upon the voluntary election of the Declarant.

Section 2. INTERPRETATION. The provisions of this Declaration, as well as those of the Articles, By-Laws and rules and regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board of Directors which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Association, or the counsel having drafted this Declaration, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, By-Laws and the Rules and regulations of the Association, shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association, the preservation of the value of the Sites and the protection of the Declarant's activities herein contemplated.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO; DELETIONS THEREFROM

Section 1. LEGAL DESCRIPTION. The real property which initially is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described as set forth in Exhibit "E" attached hereto.

Section 2. PLATTING AND SUBDIVISION RESTRICTIONS. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions, and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property.

Section 3. ADDITIONAL LAND. Developer may, but shall have no obligation to, add at any time or from time to time to the coverage of this Declaration, additional lands or withdraw at any time or from time to time portions of the land hereinabove described, provided only that: (a) any lands from time to time added to the coverage of this Declaration shall be contiguous to property then subject to the coverage of this Declaration; (b) any portion of it shall, at the time of addition to the coverage of this Declaration, be approved for single family residential Site(s); (c) upon addition of any lands to the coverage of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their pro-rata share of Association expenses; and (d) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the members of the Association, materially increase the pro-rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by the filing in the Public Records of Broward County, Florida, of a supplementary Declaration with respect to the lands to be added or withdrawn. Provided, however, that the withdrawal of any lands from the operation and effect hereof shall not operate to release such land from the operation of the Declaration And General Protective Covenants For

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Eagle Trace Community ("General Covenants") and Declaration of Neighborhood Covenants For Parcel K, Eagle Trace ("Neighborhood Covenants") (as defined below Article X, Section 3.), and the Association shall remain obligated to continue to collect assessments due to the Master Association (as defined below) and remit same to said Master Association. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of land in Eagle Landing. To the extent that such additional real property shall be made a part of the Property as a common scheme, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above.

Section 4. WITHDRAWAL. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Any withdrawal of land not owned by Developer shall require the written consent or joinder of the then-owner(s) and mortgagee(s) of such land.

ARTICLE III

PROPERTY RIGHTS

Section 1. TITLE TO COMMON AREA. The Developer shall convey to the Association, at such time as it in its sole discretion deems appropriate, title to the Common Area, including all roads, lake bottoms (if any), recreational areas (if any), stormwater drainage structures and other areas which are for the use and benefit of all of the Owners of Sites in Eagle Landing, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, matters reflected on the plat relative to Parcel "K", Eagle Trace, as more particularly described in Article I, Section 1. above and the Plat Exemption For "Parcel 'K' - Eagle Trace" approved by the City of Coral Springs, restrictions, conditions, limitations, easements of record and for drainage and public utilities and to perpetual non-exclusive easements for ingress to and egress from Developer's property in Eagle Landing for Developer, its successors and assigns ("Developer's Permittees") and Developer's invitees and ++-licensees.

Section 2. OWNERSHIP. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Sites

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that may from time to time constitute part of the Property and all Owner's Permittees and the Developer's Permittees, all as provided and regulated herein or otherwise by the Association. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of Broward County, Florida.

Developer and its affiliates, together with the successors and assigns of the foregoing ("Developer's Affiliates") shall have the right from time to time to enter upon the Common Areas and other portions of the Property (including without limitation Sites) for the purpose of the installation, construction, re-construction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on the Property that Developer and Developer's Affiliates or designees elect to effect, and to use, without charge, the Common Areas and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof. Without limiting the generality of the foregoing, the Developer and Developer's Affiliates shall have the specific right to maintain upon any portion of the Property sales, administration, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Developer and Developer's Affiliates, for this purpose.

Section 3. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and its Permittees shall have a right of use and a non-exclusive, permanent and perpetual easement of enjoyment in and to the Common Area in common with all other Owners and Developer, which shall be appurtenant to (and shall pass with the title of) every Site subject to the following:

- A. The right of the Association to take such steps as are reasonable necessary to protect the Common Area against foreclosure;
- B. All provisions of this Declaration, any plat of or plat exemption for all or any parts of the Property, and the Articles and By Laws of the Association;
- C. Rules and regulations governing use and enjoyment of the Common Areas adopted by the Association;
- D. Restrictions contained on any and all plats of or plat exemption for all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.
- E. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:
 - (1) The right and duty of the Association to levy assessments against each Site for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of or plat exemptions for portions of the Property from time to time recorded;
 - (2) The right of the Association to suspend an Owner's (and such Owner's Permittees) right to use Common Areas and the recreational facilities (if any) for any period during which any assessment against such Owner's Site remains unpaid for more than thirty (30) days; the right of the Association to

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suspend an Owner's (and such Owner's Permittees) right to use Common Areas and the recreational facilities (if any) for a reasonable period of time, not to exceed sixty (60) days and the right of the Association to levy reasonable fines, not to exceed fifty and no/100 (\$50.00) Dollars for violation, against any Member or any Tenant, guest or invitee, for any infraction of lawfully adopted and published rules and regulations;

(3) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated on the Common Areas;

(4) The right of the Association to adopt at any time and from time to time and to enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Owners for the violation thereof. Any rule or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(5) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Owner's Permittees, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations;

(6) The right of the Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon.

- F. With respect to the immediately preceding Section 3.E., a fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a committee of at least three (3) Members appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due. Furthermore, suspension of Common Area use rights shall not impair the right of an Owner or Tenant of a Site to have vehicular and pedestrian ingress to and egress from the site, including, but not limited to, the right to park.

Section 4. EASEMENTS APPURTENANT. The easements provided in Section 1 above shall be appurtenant to and shall pass with the title to each Site, but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

Section 5. UTILITY EASEMENTS. Subject to the requirements of utilities servicing the Property for above-ground structures, public utilities may be installed underground in the Common Areas when necessary for the service of the Property or additional lands for which Developer owns, but all use of utility easements shall be in accordance with the

applicable provisions of this Declaration. The Developer, its affiliates and its and their designees, and any public or private utility servicing Eagle Landing shall have a perpetual easement over, upon and under the Common Areas and the undeveloped portions of the Sites for the installation, operation, maintenance, repair, replacement, alteration and expansion of all utilities serving the Property.

Section 6. PUBLIC EASEMENTS. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas and the Sites.

Section 7. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If any building or improvement shall encroach upon any portion of the Common Areas or upon an easement or an adjacent Site by reason of original construction or by the non-purposeful or non-negligent act of Developer or any other Owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists. In the event that after completion of construction of a residential structure, such residential structure shall encroach upon any portion of the Common Area or upon any other Site for any reason other than the intentional tortious act of the Owner of the encroaching property, or in the event that any improvement on the Common Areas shall encroach upon any Site, then an easement shall exist to the extent of such encroachment for so long as such encroachment shall exist, together with all reasonable and necessary rights of ingress and egress for the purpose of maintaining or servicing the improvements or Common Areas to the extent of such encroachment. It is hereby specifically provided that caves, soffits and vents and related roof structures may encroach on adjoining properties.

Section 8. SPECIAL MAINTENANCE EASEMENT. The improvements on each Site will have either no or a small setback from the adjacent Site on one side thereof, and accordingly each Owner acknowledges the necessity for an easement for the Owner of the adjacent Site in order to maintain such improvements. Each easement is five feet (5.0') in width and runs along the entire side of the adjacent Site opposite to the side where there is either no or a small setback. Any use of the easement shall be done in a manner as to not inconvenience the adjacent Owner and shall only be done during the hours of 8:00 a.m. through 6:00 p.m., with reasonable prior notice to the adjacent Owner. Moreover, after completion of such maintenance work, each Owner shall be required to repair any and all damage it has caused to the adjacent Site by such entry and shall be responsible for removing any and all debris from the easement area. The Owner of the adjacent Site burdened by the easement will have the right to put a gate with a lock or a fence (subject to the approval of the ARB as that term is defined in Article VII, Section 1. below) in the easement area; provided, however, that the Owner holding the easement rights described herein shall have a right to require the Owner of such adjacent Site to permit ingress and egress after reasonable notice so that the easement holder can use the easement area as herein provided.

Section 9. ADDITIONAL EASEMENT. The Developer (during any period in

which the Developer has any ownership interest in the Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Sites for dwelling purposes.

Section 10. ASSOCIATION EASEMENTS. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Site at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress, across the Sites and through improvements constructed upon the Sites, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In the event an Owner is on vacation and/or will not be present to permit entry onto his Site for the exterior maintenance aforementioned, said Owner shall deposit his gate key with the Association to permit entry thereon.

Section 11. STREET LIGHTING. The street lighting poles and fixtures will be installed by the Developer within the Common Area and the Association shall have the obligation for maintenance of such street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. Developer shall be entitled to all rebates or refunds of the installation charges as are made by Florida Power and Light Company to the Association for reimbursement for the installation fees for the poles and fixtures, and such rebates or payments shall be forthwith paid by the Association to Developer.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. INCORPORATION. The Developer has caused to be incorporated a corporation not for profit known as "Eagle Trace Landing Homeowners Association, Inc." (the Association"), in accordance with the Articles of Incorporation of which a copy is attached hereto as Exhibit "A" and incorporated herein by reference. A copy of the By-Laws of the Association is attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in a Site, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a member of the Association (the "Members"), provided that any such person or entity who holds such interest only as security for

the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Site which is subject to assessment.

Section 3. CLASSES AND VOTING. The Association shall have two classes of voting membership:

Class A Class A members shall be all of the Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one vote for each Site in which they hold the interests required for membership by Section 1 above. When more than one person holds such interest or interests in any Site, all such persons shall be Owners, but the single vote for such Site shall be exercised as they among themselves determine but, subject only to the following subsection. In no event shall more than one vote be cast with respect to any such Site.

Class B The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote, plus two votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate immediately after the Developer (or its affiliates) or any builder, no longer holds for sale in the ordinary course of business at least five (5%) percent of the Sites within the Property, or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 4. MERGER OR CONSOLIDATION. Upon a merger or consolidation of the Association with any other association, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one coverage. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration within the Property.

Section 5. TURNOVER, CONVEYANCE, ASSIGNMENT. Upon the Turnover Date:

(i) Declarant shall convey to the Association any portion of the Common Areas which it has not previously conveyed.

(ii) Except as set forth in this Section, Declarant shall assign to the Association and the Association must accept, all of its rights, powers, duties, obligations and interests in connection with the enforcement of the terms, provisions and conditions created or provided for by this Declaration which it then possesses.

(iii) Notwithstanding anything contained in this Declaration to the contrary, Declarant

shall have the right to retain and use, in connection with any Sites it then owns, any and all rights which it has reserved in this Declaration; provided, however, that Declarant shall no later than three (3) years after the Turnover Date assign all such rights and privileges it then has to the Association and the Association must accept such assignment.

(iv) Notwithstanding anything contained in this Declaration to the contrary, Declarant shall have those rights, privileges and remedies that Owners have for the Sites that it then owns.

(v) All assignments made in accordance with this Section shall be by written instrument executed by Declarant and recorded in the Public Records of Broward County, Florida. No notice of assignment shall be required to be given to any person other than the Association. Upon the recordation of this assignment, Declarant shall not be liable or responsible for, in any manner, the action (or inaction) of the Association or its successors in interest.

(vi) This Section may not be suspended, superseded or modified in any manner unless such action is consented to in writing by Declarant.

ARTICLE V
COVENANTS FOR MAINTENANCE
ASSESSMENTS AND FOR PAYMENT THEREOF

Section 1. MAINTENANCE. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. The Association shall provide irrigation and maintenance for the landscaping located solely within the Common Areas.

Section 2. ASSESSMENT AND LIEN RIGHTS OF THE CITY OF CORAL SPRINGS. Should the Association fail to adequately maintain, operate, manage, insure, repair and replace any portion of the Common Area as more particularly provided in this Declaration, after fifteen (15) days notice to do so by the City of Coral Springs, the City of Coral Springs shall have and is hereby given the same rights and powers that are provided to the Association concerning the right to enforce said maintenance and to assess each Owner for the maintenance, operation, management, insurance, repair and replacement of all of the Common Areas, including the creation and enforcement of assessments and liens.

Section 3. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Except as elsewhere provided herein, the Developer, for each Site owned by it within Eagle Landing as of the date of the recording hereof, hereby covenants, and each Owner of any Site, by acceptance of a deed or other conveyance for such Site (whether or not such acceptance is expressed in the deed or instrument conveying title to such Site) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, any special assessments for capital improvements or major repair or any other charges provided for herein, as may be imposed by the Association;

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such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest rate allowed by law and costs of collection thereof, including attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Site(s) against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 4. PURPOSE OF ASSESSMENTS. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Eagle Landing and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Common Area, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by the Association, including the establishment and maintenance of such reasonable reserves as the Association may deem necessary and appropriate.

Section 5. MAXIMUM ANNUAL ASSESSMENTS. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, for the Association's first year of operation shall be One Thousand One Hundred Forty Dollars (\$1,140.00) per Site, which assessment shall be payable in equal quarterly installments.

The Board of Directors shall cause to be prepared and delivered to all Members a proposed budget for the Association in accordance with the provisions of the By-Laws of the Association, which budget shall include the amount of the Annual Assessment against the Sites in Eagle Landing. Such budget and the Annual Assessment provided for therein shall be approved in the manner provided in the By-Laws of the Association.

Section 6. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each Site in Eagle Landing, except that assessments may be made pursuant to Section 15 of this Article against the Owners of specific Sites without a corresponding assessment against the Owners of other Sites. Provided however, during the period in which the Developer owns any Site in Eagle Landing, it shall be exempt from assessment, at its sole discretion, as long as it agrees to pay any cash operating deficit of the Association as provided in Section 13 below.

Section 7. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of a majority of the members of the Board of Directors of the Association. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures, late charges and interest and

costs of collection thereof, including attorney's fees. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the Board action imposing such assessment or may be of an on-going nature. Special assessments shall be levied hereunder only as may be necessary for items which are not payable from annual assessments of the Association as ordinary repairs or from reserves established by the Association for the periodic replacement of capital improvements.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such periodic installments shall be payable at such times as shall be determined by the Board of Directors of the Association.

Section 9. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of, the assessment against each Site and other portions of the Property, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Sites and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than twenty (20) days after fixing of the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE LIEN; THE PERSONAL OBLIGATION; REMEDIES OF ASSOCIATION. The annual, special and other assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the Site against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Site at the time when the assessment became due. If any assessment (or installment thereof) provided for herein is not paid on or before the date(s) when due, then such assessments (or installments), together with late charges, interest and the cost of collection thereof as hereinafter provided, shall become delinquent, and the Association may thereupon bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of the lien created hereby) against the Site on which the assessment and other charges are due, and may foreclose such lien in like manner as a foreclosure of a mortgage on real property. Except as provided in Section 11 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If the assessment is not paid within thirty (30) days after the due date, which shall be set

by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and there shall be added to the amount of such assessment the cost of preparing and filing the claim of lien and any complaint in any action brought to collect such assessment and other charges, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein, as well as in any other Article of this Declaration, shall be subordinate to real property tax liens and the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust or other similar mortgagee generally known as an institutional mortgagee, which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Site by deed in lieu of foreclosure of such Site or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage; provided however, any such Site shall be liable, following such sale, for a pro rata share of any unpaid assessments against such Site accruing prior to such sale, in common with all other Sites subject to assessment by the Association. No sale or other transfer shall relieve any Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 12. EXEMPT PROPERTY. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the Assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All of the Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida (not including any homestead exemption), to the extent agreed to by the Association.
- D. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Planned Unit Development of which the Property is a part.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from said assessments, charges or lien.

Section 13. EFFECT ON DEVELOPER. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer (or any of its affiliates) is the owner of any Site or undeveloped property within the Property, the Developer shall have

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the option, in its sole discretion, to (i) pay assessments on the Sites owned by it, or (ii) not pay assessments on any Sites and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than the Developer. The deficit to be paid under option (ii) above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees payable to any affiliate of the Developer) and (b) the sum of all monies received by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). The Developer may from time to time change the option stated above under which the Developer is making payments to the Association by written notice to such effect to the Association. When all Sites within the Property are sold and conveyed to purchasers, neither the Developer nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 14. ASSOCIATION FUNDS. The portion of all regular assessments collected by the Association for reserves for future expenses, if any, and the entire amount of all special assessments, may be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 15. SPECIFIC DAMAGE. Owners (on their behalf and on behalf of their children and Owner's Permittees) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners and their respective Site(s). Such special assessments may be imposed by the Board of Directors of the Association, and shall be subject to all of the provisions hereof relating to other assessments, including but not limited to, the lien and foreclosure procedures.

ARTICLE VI EXTERIOR MAINTENANCE

Section 1. EXTERIOR MAINTENANCE OF IMPROVEMENTS. Each Owner shall maintain all structures located on such owner's Site in a neat, orderly and attractive manner and consistent with the general appearance of Eagle Landing as a whole. The minimum (although not sole) standard for the foregoing shall be consistency with the general appearance of Eagle Landing as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by the Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The judgment of the Board of Directors, in consultation with the ARB, shall be binding as to the determination of whether structures are being sufficiently maintained.

Section 2. MAINTENANCE OF SITES. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Site, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in

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the event that any Owner shall fail or refuse to keep his Site free of weeds, underbrush or refuse piles, debris or other unsightly growths or objects, then the Association may enter upon said Site and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 3. REMEDIES FOR NON-COMPLIANCE. In the event of the failure of an Owner to maintain his Site or the structures erected thereon in accordance with the provisions of this Article, the Association shall have the right, upon five (5) days prior written notice to the Owner in the manner provided herein, to enter upon the Owner's Site and perform such work as is necessary to bring the Site or structures, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other noxious vegetation; the re-sodding or re-planting of grass, trees or shrubs; the re-painting or re-staining of exterior surface of structures; the repair of walls, fences, roofs, doors, windows or other portions of a structure on a Site; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this declaration, including without limitation the imposition of fines or assessments or the filing of judicial proceedings.

Section 4. COST OF REMEDIAL WORK. In the event that the Association performs work pursuant to this Declaration, the cost of such maintenance shall be assessed against the Site or Sites upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. In order to discourage Owners from abandoning certain duties of maintenance imposed hereunder so as to force the Association to perform such work for the Owner, the Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the assessment provided for in this Section. The assessment shall be apportioned among the Sites involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Sites in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Site(s) benefitting from such maintenance and the personal obligation of the Owner(s) of such Site(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 11 of Article V hereinabove.

Section 5. ACCESS. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Site(s) or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice, as under the circumstances, is practically affordable.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL.

No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, constructed, erected, placed or maintained upon any Site nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, as the same may from time to time be adopted by the ARB. It shall be the burden of each Owner to supply completed plans and specifications to the Association's Architectural Review Board (the "ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted. Provided however, the Developer shall be exempt from review and approval with respect to any property it may own, from time to time. Provided further, the review and approval rights as contained herein are intended to control aesthetics and the maintenance of community standards, not to insure compliance with any contract, Code, ordinance, rule, regulation or law. Each Owner expressly acknowledges that the Developer, Association and ARB shall incur no liability, express or implied, with respect to conformance with any contract, Code, ordinance, rule, regulation or law. Additionally, the Master Covenants provide for an Architectural Review Committee and provide that the approval of such Committee shall be required for the performance of certain activities within Eagle Landing. In accordance with the Master Covenants, the approval of the ARB shall not eliminate the need to obtain approval of the Eagle Landing Architectural Review Committee, and compliance with the provisions of the Master Covenants in connection therewith.

Section 2. ARCHITECTURAL REVIEW BOARD. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) members who need not be members of the Association. Members shall serve for a term of one (1) year. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Site in Eagle Landing. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Site in Eagle Landing, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. Any time that the Board of Directors has the right to appoint one (1) or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created

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by the death, resignation, removal or other termination of services of any member of the ARB appointed by the Developer.

Section 3. POWERS AND DUTIES OF THE ARB. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association modification and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, and a complete color palette, for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Site in Eagle Landing, signed by the Owner of the Site and contract vendee, if any. The ARB may also require submission of samples of building materials proposed for use on any Site, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. If such submission is not approved or disapproved by the ARB within thirty (30) days of the submission thereto, such submission shall be deemed approved. No work shall be commenced until the ARB has (or is deemed to have) approved such plans. Approval by the ARB of the completion of any proposed improvements or removals shall also be required in order to insure that such work has been performed in accordance with the plans approved by the ARB. If the ARB shall not approve or disapprove such work within thirty (30) days of its receipt of written notice of the completion thereof, such work shall be deemed approved. Any changes to completed work required by the ARB shall be subject to the requirement of approval by the ARB, and shall be completed with sixty (60) days of written notice from the ARB requiring such changes.

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Site in Eagle Landing and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association,

within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 4 ARCHITECTURAL PLANNING CRITERIA The Architectural Planning Criteria are intended as a guideline to which adherence shall be required by each Owner in Eagle Landing; provided however, the ARB shall have the express authority to waive any requirement set forth in the Architectural Planning Criteria if, in its opinion, it deems such waiver is in the best interests of the community and the deviation requested is compatible with the character of Eagle Landing. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon the approval of a majority of the members of the ARB.

Section 5 DEVELOPER EXEMPTION Developer and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ARB or Association approval for any construction or changes which any of them may elect to make at any time.

ARTICLE VIII **RESTRICTIONS**

Section 1. RESIDENTIAL USE. No Site shall be used except for residential living units and for no other purpose. No business or commercial building may be erected on any Site and no business may be conducted on any part thereof. Provided however, a sales model or sales center operated by the Developer shall not be deemed a commercial building. No building or other improvements shall be erected upon any Site without prior ARB approval thereof as elsewhere herein provided. No Site shall be divided, subdivided or reduced in size. Without the express prior consent and approval of the ARB, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full Site as denoted on the Plat Exemption For Parcel K - Eagle Trace Site Plan approved by the City of Coral Springs (a certified copy of which is attached hereto as Exhibit "C"), which comprises Eagle Landing.

Section 2. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Site without written consent of the Developer or the Association.

Section 3. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or antenna towers shall be permitted. Placement of the aforementioned items within a permitted enclosure on the Site shall be permitted so long as there is appropriate landscaping and/or other screening so that such items

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are not visible from the adjoining Sites or Common Areas. The decision of what constitutes adequate landscaping and/or screening shall be made by the ARB, whose decision shall be final. No more than one flagpole per Site for display of the American flag only will be permitted and the flagpole design and location must first be approved in writing by the ARB. An approved flagpole shall not be used as an antenna. No flagpole on a Site shall exceed a height of fifteen feet (15') above ground level. Developer, or its successors, shall have the right for a period of five (5) years from the date of recordation of this Declaration, to install a flagpole within the subdivision which will not exceed a height of thirty-five feet (35') above ground level.

Section 4. TRUCKS, COMMERCIAL VEHICLES, BUSES, RECREATIONAL VEHICLES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS.

A. No commercial vehicle of any kind shall be permitted to be parked within Eagle Landing for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of a dwelling unit on a Site, or for the purpose of moving the personal possessions of the Owner of such Site to or from another location. No truck or commercial vehicle shall be parked overnight or stored in or near Eagle Landing unless fully enclosed within a garage.

B. No recreational vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, or campers, motor homes, mobile homes or buses shall be permitted to park in Eagle Landing at any time unless kept fully enclosed within a garage.

C. None of the vehicles named herein shall be temporarily used as a domicile or residence, either permanent or temporary.

D. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles for purposes such as pick-ups and deliveries and other commercial services, nor to vehicles of the developer or its affiliates. No on-street parking or parking on lawns shall be permitted.

E. Regardless of how a vehicle may be described (commercial or non-commercial), no vehicle parked outside of an enclosed garage in the development for more than four hours will bear any commercial markings or commercial signs.

F. For purposes of this Section, neither passenger vans used for private passenger transportation, nor small personal use pickup trucks used solely for that purpose, will be deemed commercial vehicles.

G. For purposes of this Section, "RV" or "Recreational Vehicle" is defined as "a recreational vehicle-type unit primarily designed as temporary living quarters for recreational camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle, and is prohibited from parking in the development.

H. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association at the sole expense of the owner of the vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and

once the notice is posted, neither its removal, no failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

Section 5. TREES. No tree or shrub, the trunk of which exceeds two inches (2") in diameter three feet (3.0') above ground level shall be cut down, destroyed or removed from a Site without the prior express written consent of the ARB.

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Site, unless approved by the ARB.

Section 7. AUTOMOBILE STORAGE AREA. No automobile garage shall be permanently enclosed or converted to another use without the substitution of another enclosed automobile storage area upon the Site. No carports shall be permitted. All garages shall contain at least 300 square feet of usable space appropriate for the parking of at least one (1) automobile. Garages may not be converted to dens, bedrooms or other areas intended for habitation, it being the intent that garages be available for use for the purpose intended.

Section 8. CLOTHES DRYING AREA. No clothing, laundry or wash shall be aired or dried on any portion of the Property except for any portion of a Site which is screened from view of adjoining Sites and roadways.

Section 9. LANDSCAPING. An initial basic landscaping plan for each Site, together with a detailed written estimate of the costs of such plan, must be submitted to and approved by the ARB at the time of construction of a home on such Site. Sodding will be required on all yards; no seeding and/or sprigging shall be permitted. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Sites. All Sites shall be sodded and irrigated to the paved roadway and/or water's edge where such Site abuts a roadway and/or water body.

Section 10. NUISANCES. Nothing shall be done or maintained on any Site which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. SIGNS. No sign of any kind shall be displayed to the public view on any Site except for the following:

A. The exclusive sales agent for the Developer may place such signs for advertising the property for sale as may deemed appropriate by the Developer.

B. No other signs, either permanent or temporary in nature, shall be erected or displayed on any Site, dwelling unit, structure, vehicle or window (or be visible through any window on the Site from any location off the Site), unless the placement, character, form, color, size, and time of placement of such signs are first approved by the ARB. No freestanding signs

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shall be permitted unless approved by the ARB. Said signs must also conform with local regulatory codes and ordinances.

Section 12. IRRIGATION. Irrigation by the Association within Eagle Landing may use a well or neighboring water retention systems. All Sites shall utilize individual wells, which shall be installed in such a manner as to avoid staining.

Section 13. LIVING AREA. Each detached single family residence constructed upon a Site in Eagle Landing shall contain a minimum of one thousand eight hundred (1,800) square feet of air conditioned living area. Living area as referred to in this section excludes garage and patios. The method of determining the square feet of living area of a dwelling unit shall be to multiply the outside horizontal dimensions of the dwelling unit at each floor level.

Section 14. LIGHTING. No lighting shall be permitted which alters the residential character of Eagle Landing. Lighting of tennis courts and other recreational facilities, if any, located in the Common Area shall be permitted.

Section 15. BUILDING SETBACK AREAS. No structure shall be erected or constructed on any Site within the following setback areas:

A. All Sites shall have a minimum front setback of ten feet (10.0').
B. All Sites shall have a minimum rear setback of ten feet (10.0').
C. All Sites shall have a combined minimum side setback of ten feet (10.0') so that there shall be a minimum side setback on one side of the Site of eight feet (8.0'). The other side of the Site shall have a minimum side setback of two feet (2.0'). All Sites shall have a minimum dwelling setback to the perimeter property lines or project boundary lines for the entire project of fifteen feet (15.0').

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

- (1) Building appurtenances such as window sills, decorative banding and other similar appurtenances that do not protrude more than twelve inches (12") horizontally into a required building setback;
- (2) Walls, fences, decks and similar structures not exceeding five feet (5.0') in height;
- (3) The eaves of the roof of the dwelling constructed on a Site;
- (4) Air conditioners, pool pumps, sprinkler pumps or other similar mechanical equipment, provided there is adequate shielding of said mechanical equipment. The decision of what constitutes adequate shielding shall be made by the ARB, whose decisions shall be final.

E. Where two or more Sites are acquired and used as a single building site under a single owner, the said Site lines shall refer only to the lines bordering on the adjoining property not owned by such Owner.

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

Section 16. SCREEN ENCLOSURES.

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

B. Screen enclosure plans shall show elevations of the enclosure attached to the elevations of the dwelling unit on the Site. If an Owner desires to install a screen enclosure subsequent to the ARB's approval of the original plans for the dwelling unit on the Site (and screen enclosure plans and elevations were not part of the original approved plans), such Owner shall be required to submit screen enclosure plans and elevations, together with the dwelling unit elevations to the ARB. As a condition of approval, the ARB may require additional landscaping.

Section 17. OUTDOOR RECREATIONAL COURTS. No outdoor recreational courts, including, but not limited to, tennis, racquetball, basketball, volleyball and badminton courts shall be permitted on Sites. Any approved regulation size basketball backboard and pole shall be located adjacent to the Site's permitted driveway. The decisions of what constitutes "adjacent" shall be made by the ARB, whose decision shall be final. Approved poles shall be constructed of metal material.

Section 18. CAPITAL CONTRIBUTION. A "capital contribution" of Two Hundred Fifty and 00/100 Dollars (\$250.00) shall be made for each Site within the Property. Said amount shall be for the purpose of initially funding a reserve established by the Association for making additional purchases for and improvements to the Common Area. In addition, the Capital Contribution may be used for emergency repairs, or to make deposits required by utility companies, or otherwise required by the Articles of Incorporation of the Association, the Board of Directors of the Association, or the Owners. Notwithstanding anything contained herein to the contrary, the Capital Contribution shall not be used for operating funds. Further, the Capital Contribution reserve shall not be used by the Homeowner's Association for litigation at either the trial and appellate levels in any court of competent jurisdiction. The Capital Contribution shall be paid by the Owners other than Developer or the Association, to the Association in addition to any other regular or special assessment. Capital Contributions shall be paid only once for each Site in the Property. Capital Contributions shall never be required of Developer. Capital contributions shall be paid at the time of conveyance of title by Developer to each Owner other than the Association.

Section 19. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5.0') feet and no hedge or shrubbery abutting the Site lines or property lines of a Site shall be permitted with a height of more than five feet (5.0'), without the prior written approval of the ARB. No wall or fence shall be constructed on any Site until its height,

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length, type, design, composition, material, color and location shall have been approved by the ARB. The height of any wall, fence, hedge or shrubbery shall be measured from the adjoining Site's then existing elevations. Any dispute as to height, length, type, design, composition, material or color shall be resolved by the ARB, whose decision shall be final. No wood fencing material shall be permitted. Approved walls or fences shall require appropriate landscaping. The decision of what constitutes appropriate landscaping shall be made by the ARB, whose decision shall be final.

Section 20. GARBAGE CONTAINERS, AIR CONDITIONERS, OIL & GAS TANKS, REFLECTIVE MATERIALS, SOLAR COLLECTORS.

A. All garbage and trash containers, oil tanks, bottled gas tanks, irrigation system pumps and swimming pool equipment, pumps and housings, must be underground or placed in fenced, landscaped or walled-in areas so that they shall not be visible from any street or adjacent Sites. Adequate landscaping or shielding shall be installed and maintained by each owner as required by the ARB. Garbage, refuse, trash and rubbish shall be disposed of only as permitted by rules adopted by the Association. The requirements of any local governmental authority regarding collection of waste shall be complied with. No garbage, refuse, trash and rubbish shall be disposed of except in containers designed for that purpose, which containers shall be placed out for collection no sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

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

C. No building shall have any aluminum foil placed in any windows or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except as may be approved by the ARB for energy conservation purposes.

D. Solar collectors shall only be permitted at locations on Sites or on structures thereon, as are approved by the ARB. All solar collectors shall be flush-mounted onto a roof plane or shall be fully screened, and no exposed piping shall be permitted. Shielding of approved solar collectors may be required. The decision of what constitutes adequate shielding shall be made by the ARB, whose decision shall be final.

E. The ARB shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by the ARB.

Section 21. PETS AND ANIMALS.

A. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by the Homeowner's Association in its sole discretion. All animals shall be contained on the Owner's Site and shall not be permitted to roam free, or to otherwise disturb the peace of other Owners.

B. Swine, goats, horses, cattle, sheep, chickens and the like are hereby declared to be specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. Pit Bull dogs and other canines which are generally accepted and recognized to be vicious are prohibited. The determination what is or may be an obnoxious animal, fowl or reptile shall be made by the

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Association, whose decision shall be final. Each pet owner agrees to indemnify the Association and the Declarant and to hold the Association and the Declarant harmless of and from any loss or liability arising from the maintenance of a pet within the Property.

C. No animal breeding or sales as a business shall be permitted in Eagle Landing.

D. Owners and their invitees shall be responsible for any droppings left by their respective pets on portions of Eagle Landing other than such Owner's Site, and shall promptly cause such droppings to be removed and properly disposed of.

Section 22. APPLICABILITY. The provisions of this Article VIII shall be applicable to all of the Sites, but shall not be applicable to the Developer or any of its affiliates or designees.

Section 23. ADDITIONAL RULES AND REGULATIONS. Attached hereto as Declarant may, but shall have no obligation to, add certain additional rules and regulations of the Association, the original set of such additional rules and regulations shall be automatically incorporated herein by this reference; and such additional rules and regulations may be modified, in whole or in part, at any time by the Board of Directors of the Association, without the necessity of recording an amendment to such rules and regulations in the Public Records of Broward County, Florida.

ARTICLE IX CENTRAL SECURITY AND "CARD-KEY" SYSTEMS

Developer, the Association or their successors or assigns or franchisees may enter into contracts for the provision of security services to all of the Sites within Eagle Landing. Additionally, the Developer may, but shall not necessarily be obligated to, install "card-key" security gates at the entrances to Eagle Landing. DEVELOPER, THE ASSOCIATION, THE SECURITY SERVICE PROVIDER AND THEIR FRANCHISEES DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, INCLUDING THE "CARD-KEY" SYSTEM, OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR OR PREVENT; AND EVERY OWNER OR OCCUPANT OF PROPERTY WITHIN EAGLE LANDING ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION, THE SECURITY SERVICE PROVIDER OR ANY OF THEIR SUCCESSORS, ASSIGNS OR FRANCHISEES WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services, and therefore every Owner or occupant of property within Eagle Landing agrees that Developer, the Association, the security service provider or any of their successors, assigns or franchisees assumes no liability for loss or damage to property or for personal injury or death to persons due to failure of the card-key

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system to prevent access by any person to Eagle Landing or due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged, equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property within Eagle Landing further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any, of the Developer, the Association, the security service provider or any of their successors, assigns or franchisees, such loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, the Association, the security service provider or any of their successors, assigns or franchisees, nor shall any such party be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE X
EAGLE TRACE MASTER ASSOCIATION; NEIGHBORHOOD ASSOCIATION

Section 1. EXISTENCE MASTER ASSOCIATION AND GENERAL COVENANTS.

Eagle Landing is part of a master planned community known as Eagle Trace. The Plat of Eagle Trace is recorded at Plat Book 116, Page 19, of the Public Records of Broward County, Florida. In order to facilitate the development and subsequent operation of Eagle Trace, Florida National Properties, Inc. ("FNP"), the developer of Eagle Trace, caused to be executed and recorded in the Public Records of Broward County a document entitled Declaration and General Protective Covenants For Eagle Trace Community (the "General Covenants"), which document was recorded at Official Records Book 11230, Page 152 of the Public Records of Broward County, Florida. The Covenants have been amended and supplement from time to time by other instruments recorded in Public Records of Broward County. The General Covenants are covenants which run with the land as to all property located within Eagle Trace, including Eagle Landing.

Section 2. POWERS OF MASTER ASSOCIATION. The General Covenants impose various restrictions on the development, ownership and use of all property within Eagle Trace. The General Covenants provide for the formation of a corporation known as the Eagle Trace Community Association, Inc. (the "Master Association"), and vests the Master Association with various powers and duties related to the development, ownership and use of the property within Eagle Trace. Specifically, the General Covenants provide that the Master Association shall be charged with various obligations regarding maintenance of common areas within Eagle Trace, approval of the design and appearance of new structures constructed within Eagle Trace and insuring that all property owners within Eagle Trace comply with the terms and conditions of the General Covenants. The Master Association is further given the power to levy periodic

assessments on all property located within Eagle Trace, and to impose a one time capital contribution upon all residential lots within Eagle Trace in the amount of \$500.00. This capital contribution shall be due and payable in addition to the capital contribution provided for in Article VIII, Section 18. hereof.

Section 3. EAGLE TRACE COMMUNITY MASTER ASSOCIATION. Eagle Landing is part of a master development known as Eagle Trace Community Association, Inc. and is subject to the Declaration and General Protective Covenants For Eagle Trace which are recorded in Official Records Book 11230, at Pages 152 through 231, both inclusive, of the Public Records of Broward County, Florida, described above (the "Master Covenants"). Pursuant to the Master Covenants, assessments are due and payable to the Eagle Trace Community Association, Inc., a Florida corporation not for profit, (the "Master Association") as described in the Master Covenants; and the Declaration of Neighborhood Covenants For Parcel "K", Eagle Trace, which are recorded in Official Records Book 21998, Page 377, both inclusive, of the Public Records of Broward County, Florida, described above (the "Neighborhood Covenants"). The Master Association shall bill the Association for the assessments due from the various Site Owners within Eagle Landing, and the Association shall collect such Master Association assessments and remit the same to the Master Association.

Section 4. DECLARATION OF NEIGHBORHOOD COVENANTS FOR PARCEL "K", EAGLE TRACE. Eagle Landing is a "Neighborhood" as that term is defined in the Declaration of Neighborhood Covenants for Parcel "K", Eagle Trace ("the Neighborhood Covenants" recorded at Official Records Book 21998, Page 377, of the Public Records of Broward County, Florida, within the Master Planned Community known as Eagle Trace. The Property is encumbered by the terms, covenants, conditions and restrictions contained in the Neighborhood Covenants. The Neighborhood Covenants provide that the Declarant shall create and establish a Neighborhood Association for the Neighborhood and further provide that the Property shall be "...held, transferred, sold, conveyed and occupied subject to the General Covenants and any and all amendments thereto, and the Supplemental Restrictions, Covenants, Servitudes, Impositions, Easements, Charges and Liens..."set forth in the Neighborhood Covenants." In the event of any conflict between the terms, covenants and conditions hereof and the terms, covenants and conditions contained in the Neighborhood Covenants, the terms and conditions of the Neighborhood Covenants shall control.

Section 5. CONFLICTS AND INCONSISTENCIES. In the event of any conflict between the terms, covenants and conditions hereof and the terms, covenants and conditions contained in the General Covenants, the terms and conditions of the General Covenants shall control.

ARTICLE XI INSURANCE

Section 1. COMMON AREAS. The Association shall keep all improvements, facilities and fixtures located within the Common Areas insured against loss or damage by fire

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or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

The Association shall also maintain flood insurance in an amount equal to 100% of the replacement cost of all insurable improvements within the Common Areas or the maximum amount available under the National Flood Insurance Program.

The Association may obtain such other insurance coverages as the Board may deem necessary and appropriate to the performance of the Association's obligations hereunder and the protection of the Association and its properties.

Section 2. REPLACEMENT OR REPAIR OF PROPERTY. In the event of damage to or destruction of any portion of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of this Declaration.

ARTICLE XII **GENERAL PROVISIONS**

Section 1. DURATION. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the then Owners of 75% of all Sites subject hereto and 100% of all mortgages on any portion of the Property has been recorded in the public records of Broward County, Florida, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner and mortgagee at least ninety (90) days in advance of any signatures being obtained.

Section 2. NOTICES. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the Public Records of Broward County, Florida, at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any one of them, and the expenses of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 4. SEVERABILITY. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. CONFLICT. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By Laws of the Association and the Articles shall take precedence over the By Laws.

Section 6. EFFECTIVE DATE. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Broward County, Florida.

Section 7. AMENDMENT. This Declaration may be amended from time to time upon the execution and recordation of an instrument signed by the President and Secretary of the Association upon approval of (a) Developer so long as Developer shall have its Class B interest, or (2) by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Site, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent. Provided, however, that any amendment of this declaration which shall have the effect of impairing the lien and effect of any mortgage held by any institutional mortgagee upon any portion of the Property or of purporting to subordinate the lien of such mortgage to the lien provided for herein in contravention of **Section 10** of Article V hereof, shall require the written consent of all of the institutional mortgagees holding such mortgages on any portion of the Property.

Section 8. STANDARDS FOR CONSENT, APPROVAL ETC. Whenever this Declaration requires the consent, approval, completion, substantial completion or other action by the developer or its affiliates, the Association or the ARB, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the developer or its affiliates or the Association shall be deemed so completed or substantially

completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate.

Section 9. EASEMENTS. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in existence having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owner's behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. BLASTING AND OTHER ACTIVITIES. All Owners, occupants and users of the Property are hereby placed on notice that Declarant and/or its agents, contractors, subcontractors, licensees and other designees or other parties may, from time to time, conduct excavation, construction or other such activities within the Property and that other landowners or developers may conduct such activities, together with blasting activities on other properties located in the vicinity of the Property. By acceptance of their deed or other interest, and by using any portion of the Property, each such person acknowledges, stipulates and agrees (i) that none of the aforesaid activities conducted on the Property shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon any property within or in proximity to the Property where such activity is being conducted (even if not being actively conducted at the time of entry), and (iii) this acknowledgement and agreement is a material inducement to Declarant to sell, convey, lease and/or allow the use of the applicable portion of the Property. PROVIDED, HOWEVER, THAT BY THEIR ACCEPTANCE OF SUCH DEED, NO SITE OWNER SHALL BE DEEMED TO HAVE WAIVED OR OTHERWISE IMPAIRED ANY RIGHT TO RECOVER DAMAGES FROM ANY PARTY CAUSING DAMAGE TO PERSON OR PROPERTY AS A RESULT OF BLASTING ACTIVITIES ON THE PROPERTY OR ON ANY REAL PROPERTY LOCATED IN THE VICINITY OF THE PROPERTY.

Section 11. ROADWAYS AND TRAFFIC CONTROL DEVICES. Pursuant to the "PLAT EXEMPTION FOR Parcel K - EAGLE TRACE approved by The City of Coral Springs as depicted in Exhibit "C", the roadways within Eagle Landing are to be private roadways, whose maintenance and repair shall be the responsibility of the Association. Pursuant to the provisions of this Declaration, the roadways within Eagle Landing shall remain as private roadways in perpetuity, unless 100% of the Owners and 100% of the parties holding mortgages on Sites within Eagle Landing, together with Broward County, shall agree that such roadways may become public roadways. Additionally, in the event that any Site Owner may wish to have a traffic signal installed at the entrance to Eagle Landing in lieu of the stop signs presently installed

at such intersection, such application shall be made only through the Association upon the affirmative vote of the Board of Directors of the Association or otherwise upon the vote of the Owners as provided in the Articles and By-laws. In the event that such request is made by the Association or any third party, and Broward County determines that a traffic signal or other traffic control device is appropriate at the entrance to Eagle Landing, the cost of such signal/device, including the installation thereof, shall be borne solely by the Association.

Section 12. USAGE. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered

Lisa K. Piczella
Witness LISA K. Piczella

Cora Di Fiore
Witness CORA Di Fiore

TRANSEASTERN PROPERTIES OF SOUTH
FLORIDA, INC., a Florida corporation

Arthur Falcone, President

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STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Arthur J. Falcone, to me known to be the President of TRANSEASTERN PROPERTIES OF SOUTH FLORIDA, INC., a Florida corporation, to me personally known, and who executed the foregoing instrument and who acknowledged before me that he executed same for the purposes therein stated on behalf of said corporation.

WITNESS my hand and seal in the County and State last aforesaid, this 27th day of September, 1995.

Cora DiFiore, U.

NOTARY PUBLIC

CORA DiFiore

Printed Notary Name
My Commission Expires:



CORA DIFIORE
My Commission CC381233
Expires May. 07, 1998
Bonded by ANB
800-852-5878

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