

DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
GEORGETOWN AT EAGLE TRACE

THIS DECLARATION made this 10th day of November, 1988, by
FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation;

W I T N E S S E T H:

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., the record owner of
the real property hereinafter described and referred to as the
NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in
EAGLE TRACE, the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR EAGLE
TRACE COMMUNITY ("GENERAL COVENANTS") which are recorded in Official
Records Book 11230, at Pages 152 through 231, inclusive, of the Public
Records of Broward County, Florida; and

WHEREAS, said GENERAL COVENANTS provide that FLORIDA NATIONAL
PROPERTIES, INC. may supplement the GENERAL COVENANTS for any
Neighborhood (as Neighborhood is therein defined); and

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., has determined that in
order to cause a quality development within the NEIGHBORHOOD,
supplemental restrictions and covenants should be imposed on the
NEIGHBORHOOD for the preservation of the property values of the owners
therein.

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares that
the NEIGHBORHOOD as defined in Article I of this DECLARATION 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 hereinafter set forth.

ARTICLE I

DEFINITIONS

1. "DECLARANT" shall mean and refer to FLORIDA NATIONAL PROPERTIES,
INC., a Florida corporation, presently having its principal place of
business in Coral Springs, Florida, its successors or assigns of any or
all of its rights under this Declaration.
2. "DECLARATION" shall mean and refer to these Neighborhood
Covenants.
3. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND
GENERAL PROTECTIVE COVENANTS FOR EAGLE TRACE COMMUNITY as recorded in

RETURN TO:

Florida National Properties, Inc,
3300 University Drive, 9th Floor
Coral Springs, Florida 33065

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Official Records Book 11230, at Pages 152 through 231, inclusive, of the Public Records of Broward County, Florida and any and all amendments thereto.

4. "NEIGHBORHOOD" shall mean and refer to all of GEORGETOWN AT EAGLE TRACE, according to the Plat thereof, as recorded in Plat Book 134, at page 44, of the Public Records of Broward County, Florida; said lands situate, lying and being in the City of Coral Springs, Broward County, Florida.

5. "LOT" shall mean and refer to a platted lot in the NEIGHBORHOOD.

6. "PARCEL" shall mean and refer to a platted parcel in the NEIGHBORHOOD.

7. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any LOT or PARCEL or portion thereof in the NEIGHBORHOOD, their heirs, legal representatives, successors or assigns.

8. "NEIGHBORHOOD ASSOCIATION" shall mean and refer to THE GEORGETOWN AT EAGLE TRACE ASSOCIATION, INC. which has been incorporated as a not-for-profit corporation under the laws of the State of Florida. Copies of the Articles of Incorporation and Articles of Amendment to the Articles of Incorporation for the NEIGHBORHOOD ASSOCIATION are attached hereto as EXHIBIT "A".

9. "MEMBER" shall mean and refer to the OWNERS of LOTS in the NEIGHBORHOOD, all of whom shall be MEMBERS of the NEIGHBORHOOD ASSOCIATION.

10. "NEIGHBORHOOD COMMON AREA" shall mean and refer to all real and personal property which the NEIGHBORHOOD ASSOCIATION owns or in which the NEIGHBORHOOD ASSOCIATION has an interest, including without limitation, a right of use for the common use and enjoyment of the MEMBERS of the NEIGHBORHOOD ASSOCIATION.

11. All other words defined in the GENERAL COVENANTS shall have the same meaning herein.

ARTICLE II

SUPPLEMENTAL RESTRICTIONS

1. USE RESTRICTIONS.

a.) The LOTS may be used for detached single family Dwelling Units and appurtenant uses and for no other purposes. No business buildings shall be erected in the NEIGHBORHOOD and no business shall be conducted on any part thereof, nor shall any Structure or portion thereof be used or maintained as a professional office. Notwithstanding the foregoing provisions, the DECLARANT may, in its

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sole discretion, use or permit others to use, one or more Dwelling Units for sales offices or model Dwelling Units. Any such use by other persons must receive permission from DECLARANT in writing.

b.) PARCEL "A" may be used for roadway, drainage, landscaping, utility and related purposes for the use and benefit of all of the OWNERS and for no other purposes. PARCELS "B" and "C" may be used for landscaping, buffer walls and related purposes for the use and benefit of all of the OWNERS and for no other purposes. PARCEL "R" may be used for recreation, parking, landscaping and related purposes for the use and benefit of all of the OWNERS and for no other purposes.

2. BUILDING SETBACK LINES, SIZE AND HEIGHT OF BUILDING.

a.) No Structure shall be erected or constructed on any LOT in the NEIGHBORHOOD within the following minimum building setback areas:

i) Front LOT Line:

For Dwelling Units with a front-entry garage -
twenty (20) feet

For Dwelling Units with a side-entry garage -
fifteen (15) feet

ii) Side LOT Line:

Non-street side -
seven and one-half (7 1/2) feet

Street-side for LOT 10, Block C - twelve (12) feet. All
other Street-side (Corner LOTS) - ten (10) feet.

iii) Rear LOT Line:

LOTS 3 through 7, inclusive, Block "A" -
twenty (20) feet

LOTS 8 through 13, inclusive, and LOTS 22, 23, 24, 33
and 34, Block "A" -
twenty-five (25) feet

LOT 10, Block "C" -
twelve (12) feet

All other LOTS -
ten (10) feet

b.) No "bay windows" or other similar extended structures shall be permitted over the side or rear building setbacks.

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c.) With the exception of an approved perimeter (privacy) wall, no structure shall be placed or erected on PARCEL "R" within twenty-five (25) feet of any property line.

d.) DECLARANT reserves the right to authorize and approve minor variations of building setback lines for corner LOTS and odd-shaped LOTS at the time building plans are approved by DECLARANT.

e.) No Structure shall be erected or constructed over a height of twenty-five (25) feet measured from the finished grade of the LOT or PARCEL.

f.) The first story of each detached single family Dwelling Unit shall contain a maximum of one thousand nine hundred (1900) square feet of living area. Two story Dwelling Units shall contain a maximum of two thousand five hundred (2500) square feet of living area. The method of determining the square feet of living area of proposed Dwelling Units shall be to multiply the outside horizontal dimensions of the Dwelling Unit at each floor level. Garages, porches, patios, terraces, balconies and other similar Structures shall not be taken into account in calculating the square foot area.

3. LIGHTING. Each Dwelling Unit in the NEIGHBORHOOD shall have one (1) pole-mounted light fixture of a uniform style and/or brand approved by DECLARANT which shall be installed in the front yard of each Dwelling Unit. Said fixture shall be connected to the individual house electric system and shall have a photoelectric cell or other approved device to automatically illuminate between dusk and dawn. The OWNER of each LOT shall energize the light.

4. GARAGES, CARPORTS, TRASH AREAS, MAILBOXES.

a.) Each Dwelling Unit shall have a two (2) car garage. All garage doors shall be equipped with automatic door openers and closers. When ingress and egress to the garage is not desired, the garage doors shall remain closed. Repair of vehicles shall be permitted only inside the garage. No garage shall be erected or constructed which is separated from the Dwelling Unit on the LOT.

b.) Carports shall not be permitted.

c.) Fully enclosed storage facilities for garbage and trash containers shall be required for each Dwelling Unit.

d.) The design, material and location of all mailboxes must be approved by DECLARANT prior to installation. DECLARANT shall have the right and power to select a uniform style and/or brand of mailbox for use in the NEIGHBORHOOD and upon such selection all OWNERS shall only use the uniform mailbox selected by DECLARANT. All mailboxes shall be maintained in good, clean, and attractive condition as required by DECLARANT.

5. ROOFS. Except as hereinafter provided, Dwelling Units in the NEIGHBORHOOD shall have pitched roofs. Pitched roofs shall have a minimum pitch of 7:12 and shall be constructed of cement tile. DECLARANT shall have the right and power to select a uniform style, color and/or brand of roof tile for use in the NEIGHBORHOOD and upon such selection all OWNERS shall only use the uniform roof tile selected by DECLARANT. Flat roofs may be utilized only if approved by DECLARANT, and if approved, shall not comprise over 40% of the roof area. Flat roofs are to be located to the rear of the building except for those flat roofs as may be specially approved by DECLARANT. Mansard roofs shall not be permitted.

6. ASSESSMENTS. Each LOT in the NEIGHBORHOOD is a Single Family as defined in the GENERAL COVENANTS and shall be assessed as such in accordance with the provisions of the GENERAL COVENANTS.

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ARTICLE III
COVENANTS

1. MAINTENANCE OF NEIGHBORHOOD COMMON AREA. The NEIGHBORHOOD ASSOCIATION shall have the responsibility for maintenance of PARCELS "A", "B", "C" and "R" in the NEIGHBORHOOD and the improvements thereon. Further, once conveyed to the NEIGHBORHOOD ASSOCIATION by DECLARANT said PARCELS shall be and shall remain in the ownership of the NEIGHBORHOOD ASSOCIATION unless and until a separate conveyance is approved by DECLARANT in writing. If a conveyance of any of said PARCELS is made without DECLARANT'S written approval, the NEIGHBORHOOD ASSOCIATION shall continue to be responsible for maintenance of said PARCELS. All NEIGHBORHOOD COMMON AREA improvements and/or landscaping shall be maintained by the OWNERS and/or the NEIGHBORHOOD ASSOCIATION according to the satisfaction and requirements of DECLARANT, which requirements define the quality, type, height, colors and location of such improvements and landscaping material.

- a.) Should the OWNERS and/or the NEIGHBORHOOD ASSOCIATION fail or refuse to maintain the NEIGHBORHOOD COMMON AREA as above provided, DECLARANT shall have the right to enter upon the NEIGHBORHOOD COMMON AREA and to maintain same (which maintenance shall include, without limitation, repair, replacement and/or installation of improvements and landscaping) as may be necessary to comply with said requirements and/or to maintain the same should the OWNERS and/or the NEIGHBORHOOD ASSOCIATION fail or refuse to maintain, and such entry shall not be deemed a trespass.
- b.) Should DECLARANT exercise its right to maintain the NEIGHBORHOOD COMMON AREA, the cost of such maintenance shall be borne by the OWNERS and/or the NEIGHBORHOOD ASSOCIATION and payment thereof shall be due and payable to DECLARANT within thirty (30) days from a written request to the OWNERS and/or the NEIGHBORHOOD ASSOCIATION to pay same.

- c.) Should the OWNERS and/or the NEIGHBORHOOD ASSOCIATION fail to make such payment within said thirty (30) day period, then DECLARANT shall have a lien for the cost of the maintenance. The lien shall be impressed upon the LOT(S) or PARCEL(S) of the OWNERS and/or the NEIGHBORHOOD ASSOCIATION effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

2. MEMBERS RIGHT IN NEIGHBORHOOD COMMON AREA. Every MEMBER shall have a right and easement of enjoyment in and to the NEIGHBORHOOD COMMON AREA, which shall be appurtenant to and shall pass with the title to every LOT subject to the following:

- a.) The right of the NEIGHBORHOOD ASSOCIATION to take such steps as are reasonably necessary to protect NEIGHBORHOOD COMMON AREA against foreclosure;
- b.) All provisions of the GENERAL COVENANTS, this DECLARATION, the Plat of GEORGETOWN AT EAGLE TRACE, and the Articles of Incorporation and By-Laws of the NEIGHBORHOOD ASSOCIATION; and
- c.) Rules and regulations governing use and enjoyment of the NEIGHBORHOOD COMMON AREA adopted by the NEIGHBORHOOD ASSOCIATION.

3. MAINTENANCE OF LIGHTING. The NEIGHBORHOOD ASSOCIATION shall be responsible for the maintenance of the pole-mounted light fixture required for each Dwelling Unit pursuant to this DECLARATION (including all necessary repairs and/or replacements). By acceptance of a deed for a LOT within the NEIGHBORHOOD, the OWNER has expressly given continuing permission to the NEIGHBORHOOD ASSOCIATION to enter upon the OWNER'S LOT to perform such maintenance and such permission cannot be revoked.

ARTICLE IV

NEIGHBORHOOD ASSOCIATION

1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The OWNER of any LOT in the NEIGHBORHOOD (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall automatically become a MEMBER and shall hereafter be deemed to covenant and agree to pay the NEIGHBORHOOD ASSOCIATION any annual assessments or charges, and any special assessment for capital improvements or major repairs; such assessments to be fixed, established and collected

from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest legal rate under the usury laws of the State of Florida and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the LOT against which each such assessment is made, and shall also 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 NEIGHBORHOOD COMMON AREA or by abandonment.

2. PURPOSE OF ASSESSMENT. The annual and special assessments levied by the NEIGHBORHOOD ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetic enjoyment and welfare of the residents of the NEIGHBORHOOD and in particular for the improvement and maintenance of the NEIGHBORHOOD COMMON AREA and any easement in favor of the NEIGHBORHOOD ASSOCIATION; including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of and are undertaken by the NEIGHBORHOOD ASSOCIATION. Assessments may also be levied for the cost of maintenance of lawns and landscaping along with installation and maintenance of irrigation systems in public and private areas, maintenance of the exterior of residences, certain lighting within the NEIGHBORHOOD and security service or systems.

3. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each LOT except that those LOTS owned by DECLARANT shall not be subject to special assessments.

4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the NEIGHBORHOOD 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 assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Board.

5. CAPITAL CONTRIBUTION. A "Capital Contribution" of \$100.00 shall be made for each LOT within the NEIGHBORHOOD. Said amount shall be for the purpose of initially funding a reserve established by the NEIGHBORHOOD ASSOCIATION. The Capital Contribution shall be paid by the OWNERS, other than DECLARANT, to the NEIGHBORHOOD ASSOCIATION in addition to any other regular or special assessment. Capital Contributions shall only be paid once for each LOT in the NEIGHBORHOOD. Capital Contributions shall never be required of DECLARANT. Capital Contributions shall be paid at the time of conveyance of title by DECLARANT to each OWNER.

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ARTICLE V

GENERAL RESTRICTIONS

1. NOTICE TO DECLARANT OR NEIGHBORHOOD ASSOCIATION. Notices to DECLARANT as required by this DECLARATION shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by DECLARANT. Notice to the NEIGHBORHOOD ASSOCIATION, if required by this DECLARATION, shall be in writing and delivered or mailed to the NEIGHBORHOOD ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the NEIGHBORHOOD ASSOCIATION.

2. NOTICE TO OWNER. Notice to OWNER of a violation of this DECLARATION, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or to the address of the OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida.

3. NON-LIABILITY OF DECLARANT OR NEIGHBORHOOD ASSOCIATION. Neither the DECLARANT nor the NEIGHBORHOOD ASSOCIATION shall in any way or manner be held liable or responsible for any violation of these restrictions by any person or entity other than themselves.

4. ENFORCEMENT. The DECLARANT shall have the same rights and powers of enforcement, including lien rights and attorney's fees, with regard to this DECLARATION, as DECLARANT has under the GENERAL COVENANTS, including, without limitation, all the rights and powers set forth in Article 2, Section 2.08. of said GENERAL COVENANTS.

5. CONFLICTS. In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this DECLARATION, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

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

7. DECLARATION RUNS WITH THE LAND. The covenants, conditions, restrictions and other provisions under this DECLARATION shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this DECLARATION is recorded, after which time this DECLARATION shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, this DECLARATION

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