

PREPARED BY & RETURN TO: Ellen A. Goldman,  
English, McCaughan & O'Bryan  
P. O. Box 14098  
Fort Lauderdale, FL 33302

RR 89195267  
~~89162998~~

FIRST AMENDMENT TO THE DECLARATION  
OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

\* THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENOR'S ERROR IN EXHIBIT "C" (TO INDICATE THAT EXHIBIT "C" CONSISTS OF FOUR PAGES INSTEAD OF THREE PAGES) AND TO ADD PAGE 4 TO EXHIBIT "C" WHICH WAS INADVERTENTLY OMITTED.

THIS AMENDMENT to the Declaration of Covenants, Restrictions and Easements for THE GLEN AT EAGLE TRACE, dated this 1 day of November, 1988.

W I T N E S S E T H:

WHEREAS, GLENCOM DEVELOPMENT CO., a joint venture of GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and C.M.S. ASSOCIATES, a Florida general partnership, as declarant, executed that certain Declaration of Covenants, Restrictions and Easements for THE GLEN AT EAGLE TRACE, dated December 5, 1985 and recorded in Official Record Book 13028 at Page 576 of the Public Records of Broward County, Florida, (the "Declaration"), which Declaration describes a plan of development for and imposes restrictions on the property described on Exhibit "A" attached hereto and known as THE GLEN AT EAGLE TRACE (the "Property"), and

WHEREAS, GLENSPRINGS COMMUNITIES, INC., a Florida corporation, ("GLENSPRINGS") is the successor in interest to GLENCOM DEVELOPMENT CO., and

WHEREAS, GLENSPRINGS has created an eighteen-unit condominium on a portion of the Property, which condominium is known as The Glen Condominium I, a Condominium according to the Declaration thereof recorded in Official Records Book 13028 at Page 610 of the Public Records of Broward County, Florida, ("THE GLEN I") and in addition has constructed certain recreational facilities on the Common Properties as defined in the Declaration (the "COMMON PROPERTIES"), and

WHEREAS, eighteen (18) units within THE GLEN I have been conveyed to purchasers as of the date of this Amendment, and

WHEREAS, the plan of development within the Property has differed substantially from that plan of development contemplated by the Declaration, notwithstanding that the Declaration created easements and rights of use which operate as covenants running with the land, and

WHEREAS, GLENSPRINGS proposes to convey a certain portion of the Property to Florida Residential Communities, Inc., a Florida

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corporation ("FRC"), which portion is described on Exhibit "B" attached hereto (the "FRC PROPERTY"), and

WHEREAS, FRC proposes to develop on the FRC PROPERTY a residential community containing no more than ~~seventy-eight~~ <sup>SEVEN 7</sup> ~~(78)~~ <sup>SO</sup> single-family homes, and

WHEREAS, GLENSPRINGS will retain no ownership interest in the FRC PROPERTY, nor will GLENSPRINGS have any interest in the proposed development; and

WHEREAS, FRC has requested that the Declaration be amended to provide for the joint use and maintenance of the COMMON PROPERTIES by both the Unit Owners in THE GLEN I, and the homeowners in the FRC PROPERTY, and GLENSPRINGS and the required percentage of Unit Owners within THE GLEN I have agreed to such amendment; and

WHEREAS, the Declaration provides that GLENSPRINGS may record supplemental declarations amending the Declaration; and

WHEREAS, at least seventy-five percent (75%) of the Unit Owners within THE GLEN I have indicated their approval of this First Amendment by executing the Joinder and Consents attached hereto.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Notwithstanding anything contained in the Declaration, the parties hereto, their successors and assigns agree that all rights, benefits, obligations and covenants created or accruing under the Declaration shall run to and be binding upon all owners of residential dwellings ("Residential Dwellings") within the Property, whether such residential dwellings be condominium units, patio homes, single-family detached homes, townhomes, planned unit developments, or any other form of ownership. Any reference to the term "Unit" or "Condominium Unit" shall be deemed to include the above-stated forms of residential dwellings. Any reference to the term "Unit Owner," "Condominium Unit Owner" or "Owner" shall be deemed to mean an Owner of a Residential Dwelling within the Property.

2. Section 1 of the Declaration entitled "Recitals" is amended as follows:

(a) The second paragraph of said section is deleted in its entirety and substituted therefor is the following:

"THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC.  
(the "MASTER ASSOCIATION") shall govern and

maintain and administer the portions of the Glen at Eagle Trace designated as COMMON PROPERTIES. The Master Association shall also be responsible for the enforcement of the covenants and restrictions contained herein."

3. Section 2 of the Declaration entitled "Definitions" is amended as follows:

(a) Paragraph 2.1 is deleted in its entirety and the following is substituted therefor:

2.1 ASSOCIATION shall mean the GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC., a Florida not for profit corporation, sometimes herein referred to as the "Master Association".

(b) Paragraph 2.6 is deleted in its entirety and the following is substituted therefor:

2.6 COMMON EXPENSES means the expenses of administration, maintenance, management, operation, repair and replacement of the COMMON PROPERTIES, telephone service and any utility charges for the COMMON PROPERTIES; costs of management and administration of the COMMON PROPERTIES by the Association, including, but not limited to compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefiting the COMMON PROPERTIES, and all recreational amenities thereon; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the COMMON PROPERTIES; the costs of bonding of the Board; taxes paid by the Association, including real property taxes for the COMMON PROPERTIES, or portions thereof; and the costs of any other items or items designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the COMMON PROPERTIES or other properties the Association is obligated to maintain for the benefit of all of the Owners, and the assessments due the EAGLE TRACE COMMUNITY ASSOCIATION, INC. The roadways contained within THE GLEN I and the entryway to the project are not designated as COMMON PROPERTIES, but rather are designated as Common Elements of THE GLEN I. Notwithstanding, the foregoing, the expenses of maintenance, repair and replacement of the roadways contained within THE GLEN I and the entryway to the project shall be a Common Expense of the Association, and shall be payable by all the Owners within the GLEN AT EAGLE TRACE. The roadways contained within the portion of the GLEN AT EAGLE TRACE not contained within THE GLEN I are designated as COMMON PROPERTIES and shall be maintained, repaired and replaced by the Association, and the expenses therefor shall be a Common Expense of the Association, and shall be payable by all the Owners within THE GLEN AT EAGLE TRACE.

(c) Paragraph 2.7 is amended as follows:

The last sentence of paragraph 2.7 is hereby deleted in its entirety and the following is substituted therefor:

The property described in Exhibit B hereto is hereby declared as COMMON PROPERTIES, however the Declarant is not obligated to convey said COMMON PROPERTIES to the Association until all Residential Dwellings in the Property have been conveyed to purchasers thereof, or earlier at Declarant's option.

(d) Paragraph 2.8 is deleted in its entirety and substituted therefor is the following:

2.8 DECLARANT means and refers to Florida Residential Communities, Inc., a Florida corporation and its successors and assigns. This change in reference of the identity of the Declarant shall not be construed to mean that Florida Residential Communities, Inc., its successors and assigns, is assuming any responsibilities, obligations or liabilities of the previous Declarant to the Glen Condominium I arising prior to the date of recording this Amendment in the Public Records.

(e) Paragraph 2.10 is deleted in its entirety and substituted therefor is the following:

2.10 THE GLEN AT EAGLE TRACE shall mean that area of land more particularly described in Exhibit A.

(f) Paragraph 2.12 is amended as follows:

2.12 The words "Residential Dwelling" are inserted in place of the words "Condominium Unit."

(g) The following is added to Section 2 as Paragraph 2.16:

2.16 Residential Dwelling shall mean any single family residence or lot created within THE GLEN AT EAGLE TRACE, including but not limited to condominium units, patio homes, single-family detached homes, townhomes, planned unit developments or any other form of ownership.

(h) The following is added to Section 2 as Paragraph 2.17:

2.17 THE GLEN I shall mean that certain condominium known as The Glen Condominium I, a condominium according to the Declaration thereof recorded in Official Record Book 13028 at Page 610 of the Public Records of Broward County, Florida.

(i) The following is added to Section 2 as Paragraph 2.18:

2.18 The FRC Property shall mean that land contained within the GLEN AT EAGLE TRACE which land is not part of THE GLEN I and which land is not designated as COMMON PROPERTIES.

4. Section 3 of the Declaration entitled "Owner's Property Rights" is amended to add the following as Paragraph 3.4 thereof:

3.4 Owner's Easement for Ingress/Egress. Every Owner in THE GLEN AT EAGLE TRACE and their agents, guests and invitees shall have a right and easement of ingress and egress in, to and over the roadways contained within THE GLEN I. Provided, however, that Owners of Residential Dwellings within the FRC

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PROPERTY shall not use said easement for purposes other than direct access from and to the FRC PROPERTY over the roadway in THE GLEN I from and to the public right of way. Owners of Residential Dwellings within the FRC PROPERTY shall not be entitled to park vehicles on the roadways contained within THE GLEN I.

5. Section 4 of the Declaration entitled "Duties and Powers of the Association" is amended as follows:

(a) the introductory sentence of said Section is deleted in its entirety and substituted therefor is the following:

The Association, acting through its board of directors, shall have the power and duty to:

(b) The following is added as Section 4-A:

4A.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) directors.

4A.2 All of the directors of the Association shall be elected by all of the owners, provided that:

(a) there shall always be at least one third (1/3) of the directors who shall be owners of Residential Dwellings within the FRC PROPERTY, and there shall always be at least one third (1/3) of the Directors who shall be Unit Owners within THE GLEN I, and one-third of the directors shall be owners of either residential dwellings within the FRC PROPERTY or of Units within THE GLEN I provided, however, that directors appointed by FRC pursuant to the provisions of Paragraph 4A.2(b) shall not be required to be Owners.

(b) FRC shall have the right to appoint directors of the Master Association as follows:

(i) The unit owners within THE GLEN I shall always have the right to appoint one third (1/3) of the directors and FRC shall have the right to appoint two thirds (2/3) of the directors only until such time as all of the Residential Dwellings to be constructed within the FRC PROPERTY have been constructed and conveyed to purchasers.

(ii) Thereafter, Members other than FRC shall have the right to elect the Directors, subject to the provisions of Paragraph 4A.2(a) hereof.

6. Section 5 of the Declaration, entitled "Covenant for Maintenance Assessments" is amended as follows:

(a) Paragraph 5.5 is deleted in its entirety and substituted therefor is the following:

5.5 RATE OF ASSESSMENT. Residential Dwellings within THE GLEN I shall together be responsible for 18/150 of the common assessments, capital improvement assessments and reconstruction assessments, each Residential Dwelling to be responsible for an equal share of said amount. Residential Dwellings within the FRC Property shall together be responsible for 132/150 of the common assessments, capital improvement assessments and reconstruction assessments, each Residential Dwelling to be responsible for an equal share of said amount.

7. Section 6 of the Declaration, entitled "Effect of Non-Payment of Assessments and Remedies of the Association" is deleted in its entirety and substituted therefor is the following:

6. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION.

6.1 Interest; application of payments.

Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the maximum rate permissible by law, or at such lesser rate of interest as may be set by the Board of Directors from time to time, from the date when due until paid. If any installment is not paid within 10 days after it is due, the Board may also require the Residential Dwelling responsible therefor to pay a late charge of \$15.00 or 15% of the delinquent assessment, whichever is greater. All payments upon account shall be first applied to late charges then to interest due and then to the assessment payment first due. The Board shall have the right to withhold services, deny admission to the recreation area, and to cancel the Master Association voting privileges of any delinquent Owner.

6.2 Lien for assessments. The Association is given a lien securing payment of assessments imposed by the Association pursuant to the terms of this Declaration and the Bylaws, together with interest and late fees and all collection expenses, including attorneys' fees. Such lien must be recorded to be effective and shall be subordinate to the lien of a mortgage recorded prior to the time of recording of the lien for such unpaid assessments. When the mortgagee of a recorded mortgage, or other purchaser of a Residential Dwelling obtains title to a Residential Dwelling as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of Common Expenses or assessments pertaining to the Residential Dwelling or chargeable to the former Owner of the Residential Dwelling which became due prior to acquisition of title as a result of the foreclosure or in lieu thereof, unless the share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments which became due prior to acquisition of title and for which the mortgagee or other purchaser is not

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liable are Common Expenses collectible from all of the Owners, including such acquirer and his successors and assigns.

6.3 Rental pending foreclosure. In any foreclosure of a lien for assessments the Owner of the Residential Dwelling subject to the lien shall be required to pay a reasonable rental for the Residential Dwelling and the Association shall be entitled to the appointment of a receiver to collect the same.

8. Paragraph 8 of the Declaration entitled "DAMAGE OR DESTRUCTION TO COMMON PROPERTIES" is amended as follows:

(a) Paragraph (d)(1) is deleted in its entirety and substituted therefor is the following:

(i) Each Residential Dwelling's share in the proceeds shall be in the same proportion as its share of common assessments.

9. Section 11 of the Declaration entitled "Mortgagee Protection Clause" is amended as follows:

The first paragraph of subparagraph 11.(a) is modified to provide that:

Unless at least one hundred (100%) percent of the Mortgagees (based upon one vote for each Mortgage owned), and one hundred (100%) percent of the Owners (other than Declarant) have given their prior written approval, neither the Association nor the Owners shall:

10. Section 12 of the Declaration, entitled "ENCROACHMENTS: EASEMENTS" is amended as follows:

(a) Paragraph 12.1 is amended so that the words "Condominium" or "Condominium Property" wherever they appear in said paragraph shall be deemed to include all condominiums and all Lots containing Residential Dwellings within THE GLEN AT EAGLE TRACE.

(b) Paragraph 12.2 is amended to insert the following after the words "THE GLEN AT EAGLE TRACE" appearing in line 1 of said Paragraph:

"and each condominium or homeowner's association within THE GLEN AT EAGLE TRACE."

(c) The third paragraph of Paragraph 12.4 is deleted in its entirety, and substituted therefor is the following:

Declarant, its successors, assigns, invitees, licensees, contractors and employees reserve the right to establish, grant and create easements for

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roadways (as to the COMMON PROPERTIES only) and any additional underground electric, transformer, amplifier, gas, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under, over and/or through the COMMON PROPERTIES, to relocate any existing roadways (as to the COMMON PROPERTIES only), utility, sewer and drainage easements in any portion of the COMMON PROPERTIES and to dedicate any or all of such facilities to any governmental or quasi-governmental body, public benefit corporation or utility company if the Declarant shall deem it necessary or desirable for the proper operation and maintenance of the COMMON PROPERTIES or any portion thereof or the FRC PROPERTY or any portion thereof or for the general health or welfare of any Owner, provided that such additional roadways, utilities or the relocation of existing roadways or utilities will not prevent or unreasonably interfere with the use of the Owner's interest for its intended purposes. Any governmental, quasi-governmental or utility company or public benefit corporation furnishing services to the COMMON PROPERTIES or the FRC PROPERTY and the employees and agents of any such company or corporation, shall have the right of access to the COMMON PROPERTIES in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of any Units or Improvements.

(d) Paragraph 12.5 is amended to insert the term "THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC. in place of the term "THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC. wherever that term appears in said paragraph.

11. The following is added as Paragraph 14 of the Declaration:

14. AMENDMENTS:

14.1 This Declaration may be amended only as follows:

(a) Except for matters referred to in Section 11 hereof, (which matters require approval by 100% of the Owners) this Declaration may be amended provided that three-fourths (3/4) of the votes cast by the Owners present at a duly called and held meeting of the Association vote in favor of the proposed amendment.

(b) No amendment shall be passed which impairs or prejudices the rights of Institutional Mortgagees without the prior written consent of such Institutional Mortgagees.

(c) Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date the notice of such meeting was given, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Broward County, Florida.

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12. Exhibit "B" to the Declaration is hereby deleted in its entirety and substituted therefor is Exhibit "C" attached hereto. The properties described on said Exhibit "C" are deemed to be COMMON PROPERTIES OF THE GLEN AT EAGLE TRACE.

13. Exhibit "C" to the Declaration, entitled "Articles of Incorporation of the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., is hereby deleted in its entirety, and substituted therefor is Exhibit "D" attached hereto.

14. Exhibit "D" to the Declaration, entitled "Bylaws of the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., is hereby deleted in its entirety, and substituted therefor is Exhibit "E" attached hereto.

15. Except as modified by this First Amendment to the Declaration of Covenants, Restrictions and Easements for THE GLEN AT EAGLE TRACE, the Declaration of Covenants, Restrictions and Easements for THE GLEN AT EAGLE TRACE and all Exhibits thereto shall remain in their original form and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed as of day and year first written above.

GLENSPRINGS COMMUNITIES, INC.  
a Florida corporation

William C. Coe  
Barbara J. Richardson

By: R. Stephen Pate

Attest: \_\_\_\_\_

THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

Cecilia Heel  
Barbara J. Richardson

By: W. J. Couch

Attest: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF BROWARD )

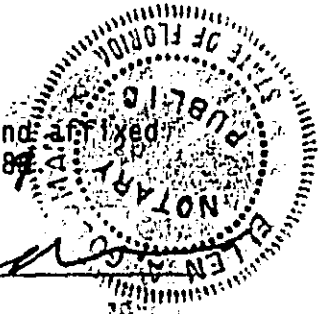
BEFORE ME, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared R. Stephen Pate and \_\_\_\_\_, the Executive Vice-President and \_\_\_\_\_ respectively of GLENSPRINGS COMMUNITIES, INC., a Florida corporation, known to be and known by me to be the persons who executed the foregoing First Amendment to the Declaration of Covenants, Restrictions and Easements for The Glen at Eagle Trace, and they acknowledged before me that they executed same in their capacities as officers of the corporation.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14 day of February, 1989.

William A. Cooper  
Notary Public



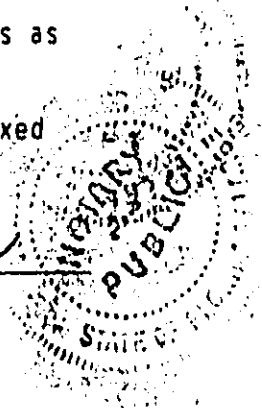
My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC 26, 1991  
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA )  
COUNTY OF BROWARD )

BEFORE ME, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared ALBERT J. Conner, Jr. and \_\_\_\_\_, the President and \_\_\_\_\_ respectively of THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, known to be and known by me to be the persons who executed the foregoing First Amendment to the Declaration of Covenants, Restrictions and Easements for The Glen at Eagle Trace, and they acknowledged before me that they executed same in their capacities as officers of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8 day of November, 1988.

Patricia Conner  
Notary Public



My Commission Expires: 8/25/89

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG 25, 1989  
BONDED THRU GENERAL INS. CO.

JOINDER AND CONSENT OF MORTGAGEE

The undersigned is the owner and holder of certain mortgages which encumber units in The Glen Condominium I, a condominium according to the Declaration thereof recorded in Official Records Book 13028 at Page 610 of the Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purpose of acknowledging the undersigned's Joinder and Consent to this First Amendment To The Declaration of Covenants, Restrictions and Easements For The Glen At Eagle Trace.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 02 day of Feb, 1989.

Witnesses:

GLENDALE FEDERAL SAVINGS AND  
LOAN ASSOCIATION

William A. Cooper By: Robert J. Bradley, U.P.  
Jane Rose Attest: \_\_\_\_\_

(CORPORATE SEAL)

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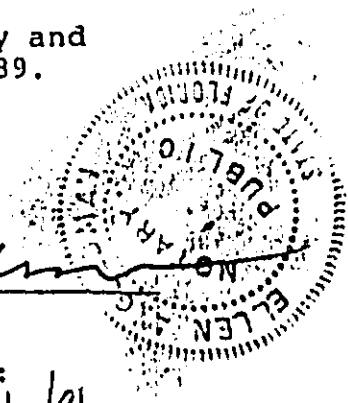
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STATE OF FLORIDA )  
COUNTY OF BROWARD )SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert J. Bradley and \_\_\_\_\_, well known to me to be the persons described in and who executed the foregoing instrument as vice president President and Secretary of GLENDALE FEDERAL SAVINGS & LOAN ASSOCIATION, a \_\_\_\_\_, and they acknowledged before me that they executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said association.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of February 1989.

Ellen A. Gordon  
Notary Public



(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

12/26/91

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

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Attached hereto are the Joinder and Consents of at least seventy-five percent (75%) of the owners of condominium units in the Glen I, consisting of fifteen (15) pages.

Also attached hereto are the Joinder and Consents of the Mortgagees consisting of four (4) pages.

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JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 3 day of November 1988.

UNIT OWNER'S NAME(S): Eugene N. Baker and Doris M. Baker, his wife

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER 1-3

Witnesses:

UNIT OWNER'S SIGNATURE:

Allen G. Gredson  
Angela J. Weiss

Eugene N. Baker  
Eugene N. Baker  
Doris M. Baker  
Doris M. Baker

STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF Broward )

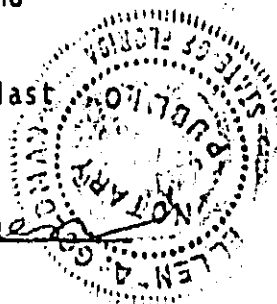
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Eugene N. and Doris M. Baker well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of November 1988.

Allen G. Gredson  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC. 26, 1991  
BONDED THRU TROY FAH INSURANCE, INC.



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JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 8 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

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IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 8<sup>th</sup> day of November 1988.

UNIT OWNER'S NAME(S): Donald H. Sanders,

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER 1-4

Witnesses:

UNIT OWNER'S SIGNATURE:

William G. Medina  
Sydney Z. Weiss

Donald H. Sanders  
Donald H. Sanders

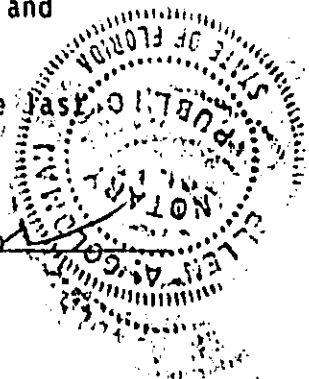
STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF Broward )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DONALD H. SANDERS well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State aforesaid this 8 day of November, 1988.

William G. Medina  
Notary Public

My Commission Expires:



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NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC. 26, 1991  
BONDED THRU TROY FAH INSURANCE, INC.

JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 8 day of November 1988.

UNIT OWNER'S NAME(S): Albert J. Conner Sr. Patricia A. Conner

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER 1-5

Witnesses:

UNIT OWNER'S SIGNATURE:

William C. Credman  
Steve Sato

Albert J. Conner Sr.  
Patricia A. Conner

STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF Broward

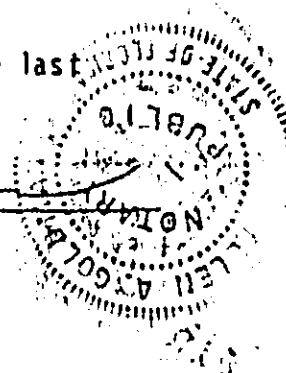
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Albert J. Conner Sr. and Patricia A. Conner well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of November, 1988.

William C. Credman  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC 26, 1991  
BONDED THRU TROY FAIR INSURANCE, INC.



BK16440PG0320

BK16380PG0576

**JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE**

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 2nd day of December, 1988.

UNIT OWNER'S NAME(S): BARBARA W. and RALPH J. Pepe

UNIT OWNER'S CONDOMINIUM UNIT: 1-6 The Glen UNIT NUMBER: 11907

Witnesses:

UNIT OWNER'S SIGNATURE:

Jane R. Whitt

[Signature]

Debra S. King

Barbara W. Pepe

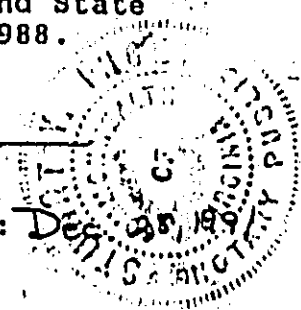
STATE OF <sup>Virginia</sup> ~~FLORIDA~~ )  
City of Richmond ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ralph J. Pepe and Barbara W. Pepe well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the <sup>City</sup> ~~County~~ and State last aforesaid this 2nd day of December, 1988.

Stewart G. Inge  
Notary Public

My Commission Expires: Dec 28, 1990



BK16440PG0321  
BK16380PG0577



JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 21 day of November, 1988.

UNIT OWNER'S NAME(S): BRIAN N. DRAKE

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER: 1-7

Witnesses:

UNIT OWNER'S SIGNATURE:

\_\_\_\_\_  
\_\_\_\_\_

Brian N. Drake  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF Massachusetts  
~~FLORIDA~~  
COUNTY OF Barnstable ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Brian N. Drake well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of November 1988.

Ann M. Dupuis  
Notary Public

My Commission Expires: 10/14/94

BK16440PG0322

BK16380PG0578

JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 8 day of Nov., 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 8 day of Nov., 1988.

UNIT OWNER'S NAME(S): HARRY NELL

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER 1-8

Witnesses:

UNIT OWNER'S SIGNATURE:

Jacqueline P. O'Neil  
John J. Piper

Harry Nell  
HARRY NELL

STATE OF FLORIDA )  
COUNTY OF Broward ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY NELL well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State aforesaid this 8 day of November, 1988.

Francis R. Nelson  
Notary Public

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Feb. 10, 1989  
Bonded Through Tivy Tain - Insurance, Inc.



BK16440PG0323

BK16380PG0579

**JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE**

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of NOV, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 23 day of NOV, 1988.

UNIT OWNER'S NAME(S): WILFRIED PRUSSAK  
 UNIT OWNER'S CONDOMINIUM UNIT: 2-1 UNIT NUMBER: 11900 Glenmore Dr.

Witnesses: Cecilia Herb UNIT OWNER'S SIGNATURE: W Prusak

STATE OF FLORIDA )  
 ) ss:  
 COUNT OF )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WILFRIED PRUSSAK well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of NOV, 1988.

Patricia Conner  
 Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
 MY COMMISSION EXP. AUG 25, 1990  
 BONDED THRU GENERAL INS. CO.



2867H  
 Revised 11/08/88

BK16440PG0324  
 BK16380PG0580



JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 2 day of November, 1988.

UNIT OWNER'S NAME(S): LOUISE J. DAEM

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER 2-3

Witnesses:

UNIT OWNER'S SIGNATURE:

Glen C. Ledman  
Angus J. Weiss

Louise J. Daem  
LOUISE J. DAEM

STATE OF FLORIDA )  
COUNTY OF Broward ) ss:

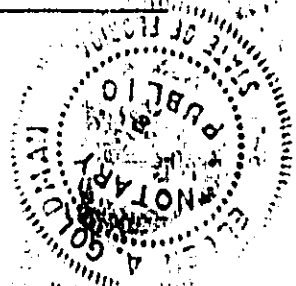
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LOUISE J. DAEM well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of November, 1988.

Glen C. Ledman  
Notary Public

My Commission Expires:

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



2867H

BK 16440 PG 0326

BK 16380 PG 0582

JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 7 day of NOV., 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 7 day of NOV., 1988.

UNIT OWNER'S NAME(S): ANDREW and FRIDERIKE SZALAY, his wife

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER 3-1

Witnesses:

UNIT OWNER'S SIGNATURE

P. C. Roche  
P. C. Roche

Andrew Szalay  
ANDREW SZALAY  
Friderike Szalay  
FRIDERIKE SZALAY

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF            )

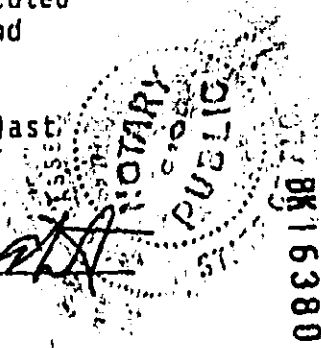
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ANDREW and FRIDERIKE SZALAY well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of NOV., 1988.

Broward County Fla.

C. Hans Knott  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 5, 1989  
BONDED THRU GENERAL INS. UND.



BK 16440PG1327

BK 16380PG0583

JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 26<sup>th</sup> day of November, 1988.

UNIT OWNER'S NAME(S): Robert + Aileen M. Howards

UNIT OWNER'S CONDOMINIUM UNIT:      UNIT NUMBER: 3-2

Witnesses:

UNIT OWNER'S SIGNATURE:

Robert Howards  
Aileen M. Howards

Robert Howards  
Aileen M. Howards

STATE OF ~~FLORIDA~~ <sup>California</sup> )  
COUNT OF Orange ) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert and Aileen M. Howards well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of November, 1988.

Dorise D. Haugan  
Notary Public

My Commission Expires: 10.18.91



2867H  
Revised 11/08/88

BK16440PG0328

BK16380PG0584

JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 9 day of NOVEMBER, 1988.

UNIT OWNER'S NAME(S): NORMAN BLOCK AND RUTH S. BLOCK, his wife

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER 3-3

Witnesses:

UNIT OWNER'S SIGNATURE:

\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
NORMAN BLOCK

[Signature]  
RUTH S. BLOCK

CONN  
STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared NORMAN BLOCK and RUTH S. BLOCK well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of NOVEMBER 1988.

[Signature]  
Notary Public

My Commission Expires: 3/9/91



BK116440PG0329

BK116380PG0585



**JOINER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE**

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of Nov, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 13th day of December, 1988.

UNIT OWNER'S NAME(S): Robert E. And Dean C. Stein & Harold E. and Diane B. Mesirov  
UNIT OWNER'S CONDOMINIUM UNIT:      UNIT NUMBER: 4-1

Witnesses:

UNIT OWNER'S SIGNATURE:

Christine Kuster

Diane B. Mesirov  
Diane B. Mesirov

Christine Kuster

Harold E. Mesirov  
Harold E. Mesirov

STATE OF Virginia )  
COUNTY OF Stafford ) ss:

Robert E. Stein  
Robert E. Stein  
Dean C. Stein  
Dean C. Stein

BK 16440PG0330

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert E. Stein, Dean C. Stein, Harold E. Mesirov & Diane B. Mesirov well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of December, 1988.

Christine Kuster  
Notary Public

My Commission Expires:  
CHRISTINE KUSTER  
Notary Public  
Commonwealth of Virginia  
My Comm. Exps. Oct. 2, 1989

BK 16380PG0586



JOINDER AND CONSENT TO FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR THE GLEN AT EAGLE TRACE

The undersigned is the owner of fee simple title to the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985, in Official Records Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for the Glen at Eagle Trace dated the 1 day of NOV, 1988, executed by GLENSPRINGS COMMUNITIES, INC., a Florida corporation, and the GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 18 day of NOV, 1988.

UNIT OWNER'S NAME(S): HENRY R. WALDMAN

UNIT OWNER'S CONDOMINIUM UNIT: UNIT NUMBER 4-3

Witnesses:

[Signature]  
[Signature]

UNIT OWNER'S SIGNATURE:

[Signature]  
HENRY R. WALDMAN

STATE OF FLORIDA )  
COUNTY OF Broward } ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HENRY R. WALDMAN well known to me to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of NOV, 1988.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 4, 1991  
DIVIDED THROUGH ASHTON AGENCY, INC.

2867H

BK16440PG0332

BK16380PG0588



JOINDER AND CONSENT

The undersigned is the owner and holder of that certain Mortgage dated March 28, 1986, and recorded in Official Record Book 13285, Page 828, of the Public Records of Broward County, Florida, given by Eugene N. Baker and Doris M. Baker, his wife, which Mortgage encumbers the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985 in Official Record Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for The Glen at Eagle Trace, which is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1989, executed by GLENSPRINGS COMMUNITIES, INC. and THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 15th day of February, 1989.

CONDOMINIUM UNIT NUMBER: 1-3

WITNESSES:

[Signature]  
[Signature]

CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [Signature]  
George Fleming  
Its Vice President

Attest: [Signature]  
Carol Behrens  
Its Secretary

(CORPORATE SEAL)

BK16440PG0334

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared George Fleming and Carol Behrens, well known to me to be the persons described in and who executed the foregoing instrument as Vice President and Secretary of CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION, a \_\_\_\_\_, and they acknowledged before me that they executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said association.

BK16380PG0590

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of Feb, 1989.

(NOTARIAL IMPRESSION SEAL)

[Signature]  
Notary Public  
My Commission Expires \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JULY 24, 1989  
BONDED THRU GENERAL INS. UNO.



JOINDER AND CONSENT

The undersigned is the owner and holder of that certain Mortgage dated September 7, 1988, and recorded in Official Record Book 15877, Page 482, of the Public Records of Broward County, Florida, given by Brian N. Drake, which Mortgage encumbers the condominium unit indicated below in the GLEN CONDOMINIUM I, in accordance with the Declaration of Condominium thereof recorded December 10, 1985 in Official Record Book 13028, Page 610, Public Records of Broward County, Florida. The execution of this Joinder and Consent is for the purposes of acknowledging the undersigned's joinder and consent to that certain First Amendment to the Declaration of Covenants, Restrictions and Easements for The Glen at Eagle Trace, which is made as of the 8 day of February, 1989, executed by GLENSPRINGS COMMUNITIES, INC. and THE GLEN AT EAGLE TRACE CONDOMINIUM ASSOCIATION, INC. It is intended that this Joinder and Consent be attached to such Amendment, and recorded in the Public Records with such Amendment for the purposes of expressing and acknowledging the undersigned's joinder and consent in such Amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the 8 day of February, 1989.

CONDOMINIUM UNIT NUMBER: 1-7

WITNESSES:

Augusto R. Marbo  
Augusto R. Marbo

NICKERSON REALTY CORPORATION,  
a Massachusetts corporation  
By: Nathan A. Nickerson III President  
Its the President  
Attest: Pamela A. Nickerson  
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF            )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Nathan A. Nickerson, III and Pamela A. Nickerson, well known to me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of NICKERSON REALTY CORPORATION, a Massachusetts corporation, and they acknowledged before me that they executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said association.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of February, 1989.

[Signature]  
Notary Public

(NOTARIAL IMPRESSION SEAL)

My Commission Expires: 8/10/90



0127J/0001J:1

BK16440PC0336

BK16380PC0592

EXHIBIT "A"

Lots 2 through 7, inclusive, in Block "F" of EAGLE TRACE,  
according to the Plat thereof, recorded in Plat Book 116,  
Page 19, of the Public Records of Broward County, Florida.

BK 6440 PG 0337

BK 6380 PG 0593



EXHIBIT "B"  
LEGAL DESCRIPTION  
(Page 1 of 2)

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

LESS

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

Begin at the most northeasterly corner of Lot 1, Block F, of said plat; said point being on the arc of a non-tangent curve (radial line through said point bears South 53°43'41" West); thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 1,040.00 feet, a delta of 11°34'13", an arc distance of 210.02 feet; thence tangent to said curve South 47°50'32" East, 62.19 feet; thence southeasterly along the arc of a tangent curve, being concave to the Southwest, having a radius of 50.00 feet, a delta of 86°15'45", an arc distance of 75.28 feet to a point of reverse curvature; thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 1,483.97 feet, a delta of 02°46'15", an arc distance of 71.76 feet; thence tangent to said curve South 35°39'00" West, 483.31 feet; thence North 54°21'00" West, 303.13 feet to a point on the arc of a non-tangent curve (radial line through said point bears South 31°07'10" East); thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 387.51 feet, a delta of 13°29'11", an arc distance of 91.21 feet; thence tangent to said curve North 45°23'39" East, 164.75 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 4,281.29 feet, a delta of 01°25'10", an arc distance of 106.06 feet; thence North 40°16'34" West, 150.78 feet; thence North 49°43'26" East, 265.24 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 3,054.79 feet, a delta of 00°12'43", an arc distance of 11.30 feet to the POINT OF BEGINNING.

LESS

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

BK116440PC0338

BK116380PC0594

EXHIBIT "B"  
(Page 2 of 2)

Commencing at the Northwest corner of Lot 5 of said Block "F", said point being on the southerly right-of-way line of the Coral Springs Improvement District Canal L-207 (as described in Official Records Book 4741, Page 601); thence North 71° 18' 49" East, along the northerly line of said Lot 5, a distance of 108.75 feet to the Point of Beginning; thence continuing North 71° 18' 49" East along said line, a distance of 36.10 feet to the beginning of a curve concave to the northwest having a radius of 1893.49 feet and a central angle of 01° 25' 01"; thence easterly along the arc of said curve on said northerly line of Lot 5, a distance of 46.83 feet; thence South 29° 38' 36" East, non-radial from said curve, a distance of 276.12 feet to a point on a curve concave to the northwest having a radius of 287.00 feet and a radial line to said point bears South 39° 09' 56" East; thence northeasterly along the arc of said curve, through a central angle of 2° 59' 40", a distance of 15.00 feet to the point of tangency; thence North 47° 50' 24" East, a distance of 66.22 feet; thence South 38° 26' 05" East, a distance of 118.19 feet; thence South 24° 16' 02" East, a distance of 200.51 feet to a point on the northerly right-of-way line of said Lakeview Drive, said point being on a curve concave to the northwest having a radius of 1115.20 feet and a radial line to said point bears South 23° 08' 44" East; thence westerly along the arc of said curve on said northerly right-of-way line, through a central angle of 13° 25' 39", a distance of 261.35 feet; thence north 12° 02' 09" West, nonradial from said curve, a distance of 224.46 feet to a point on a curve concave to the northwest having a radius of 245.05 feet and a radial line to said point bears south 17° 00' 33" East; thence westerly along the arc of said curve, through a central angle of 5° 49' 15", a distance of 35.05 feet; thence North 18° 41' 11" West, nonradial from said curve, a distance of 313.31 feet to the Point of Beginning on said northerly line of Lot 5.

The above-described land containing 2.21 acres, more or less.

BK16440PG0339

BK16380PG0595

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed.

DESCRIPTION:

A PRIVATE ROADWAY TO BE KNOWN AS PARCEL "R-1", LYING WITHIN A PORTION OF LOTS 1, 2, 3, 4 AND 5, BLOCK "F", "EAGLE TRACE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK "F"; THENCE S.35°39'00"W., UPON A LINE BEING COINCIDENTAL WITH THE NORTH RIGHT-OF-WAY OF LAKEVIEW DRIVE AS RECORDED IN O.R. BOOK 5410, PAGE 642, BROWARD COUNTY RECORDS; A DISTANCE OF 239.00 FEET; THENCE N.54°21'00"W., A DISTANCE OF 244.23 FEET TO THE POINT OF BEGINNING. SAID POINT OF BEGINNING LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N.34°08'10"W., THENCE WESTERLY UPON THE ARC OF SAID CURVE, HAVING A RADIUS OF 441.45 FEET, A CENTRAL ANGLE OF 03°43'09" AND AN ARC LENGTH OF 28.66 FEET TO THE POINT OF TANGENCY; THENCE S.59°37'35"W., A DISTANCE OF 39.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT. THENCE SOUTHERLY UPON THE ARC OF SAID CURVE, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 92°46'56", AND AN ARC LENGTH OF 43.72 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT. THENCE SOUTHERLY UPON THE ARC OF SAID CURVE, HAVING A RADIUS OF 221.47 FEET, A CENTRAL ANGLE OF 21°11'39", AND AN ARC OF 81.92 FEET TO THE POINT OF TANGENCY; THENCE S.54°21'00"E., A DISTANCE OF 91.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT. THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 203°58'36", AND AN ARC LENGTH OF 156.64 FEET TO THE POINT OF TANGENCY. THENCE N.30°22'25"W., A DISTANCE OF 182.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT. THENCE NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 62°39'18", AND AN ARC LENGTH OF 29.53 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT. THENCE NORTHWESTERLY UPON THE ARC OF SAID CURVE, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 27°20'42", AND AN ARC LENGTH OF 124.09 FEET TO THE POINT OF TANGENCY. THENCE S.59°37'35"W., A DISTANCE OF 86.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT. THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 101°16'30", AND AN ARC DISTANCE OF 47.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT. THENCE SOUTHERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 499.68 FEET, A CENTRAL ANGLE OF 09°48'02", AND AN ARC LENGTH OF 85.47 FEET TO THE POINT OF TANGENCY; THENCE S.31°50'53"E., A DISTANCE OF 177.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT. THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 194°50'53", AND AN ARC LENGTH OF 149.63 FEET TO THE POINT OF TANGENCY; THENCE N.17°00'00"W., A DISTANCE OF 30.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT. THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 190.44 FEET, A CENTRAL ANGLE OF 19°17'58", AND AN ARC LENGTH OF 64.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT. THENCE NORTHERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 141.34 FEET, A CENTRAL ANGLE OF 34°08'54" AND AN ARC DISTANCE OF 84.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 471.68 FEET, A CENTRAL ANGLE OF 10°05'28", AND AN ARC LENGTH OF 83.07 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT, THENCE NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 97°14'11", AND AN ARC LENGTH OF 45.82 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 13°01'33" AND AN ARC LENGTH OF 65.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 314.00 FEET, A CENTRAL ANGLE OF 12°53'43", AND AN ARC LENGTH OF 70.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 383.69 FEET, A CENTRAL ANGLE OF 00°35'02", AND AN ARC LENGTH OF 3.91 FEET; THENCE N.38°26'05"W., UPON A NON RADIAL LINE; A DISTANCE OF 20.73 FEET; THENCE S.45°50'24"W., A DISTANCE OF 66.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 287.00 FEET, A CENTRAL ANGLE OF 02°59'40", AND AN ARC LENGTH OF 15.00 FEET; THENCE N.29°38'36"W., A DISTANCE OF 1.02 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS N.39°11'51"W.; THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 12°34'17" AND AN ARC LENGTH OF 62.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 411.69 FEET, A CENTRAL ANGLE OF 02°27'52", AND AN ARC LENGTH OF 17.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT. THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 12°53'43", AND AN ARC LENGTH OF 64.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 314.00 FEET, A CENTRAL ANGLE OF 31°49'40", AND AN ARC LENGTH OF 174.43 FEET TO THE POINT OF TANGENCY; THENCE N.59°37'08"E., A DISTANCE OF 318.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY

BK 16440 PG 340

BK 16380 PG 596

EXHIBIT "C"  
(Page 2 of 3)  
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UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 386.33 FEET, A CENTRAL ANGLE OF 13°29'11", AND A ARC LENGTH OF 90.94 FEET TO THE POINT OF TANGENCY; THENCE N.45°23'39"E., A DISTANCE OF 164.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 4282.47 FEET, A CENTRAL ANGLE OF 01°25'13" AND AN LENGTH OF 106.15 FEET; THENCE S.40°16'34"E., A DISTANCE OF 1.18 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S.43°11'11"E., THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 4281.29 FEET, A CENTRAL ANGLE OF 01°25'10", AND AN ARC LENGTH OF 106.06 FEET TO THE POINT OF TANGENCY; THENCE S.45°23'39"W., A DISTANCE OF 164.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 387.51 FEET, A CENTRAL ANGLE OF 13°29'11", AND AN ARC LENGTH OF 91.21 FEET; THENCE S.54°21'00"E., A DISTANCE OF 58.06 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING IN BEING IN BROWARD COUNTY, FLORIDA.

CONTAINING 1.19 ACRES, MORE OR LESS

BK 16440PG0341

BK 16380PG0597

DESCRIPTION:

A PRIVATE ROADWAY TO BE KNOWN AS PARCEL "R-2", LYING WITHIN A PORTION OF LOTS 5, 6 AND 7, BLOCK "F", "EAGLE TRACE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, BLOCK "F"; THENCE N.71°18'49"E., UPON A LINE BEING COINCIDENTAL WITH THE NORTH BOUNDARY OF BLOCK "F", "EAGLE TRACE", AS RECORDED IN PLAT BOOK 116, AT PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; A DISTANCE OF 108.76 FEET; THENCE S.18°41'11"E., A DISTANCE OF 285.49 FEET TO THE POINT OF BEGINNING; THENCE S.18°41'11"E., A DISTANCE OF 28.19 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N.12°17'15"W.; THENCE NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 314.00 FEET, A CENTRAL ANGLE OF 11°51'19", AND AN ARC LENGTH OF 64.97 FEET TO THE POINT OF TANGENCY; THENCE S.89°34'04"W., A DISTANCE OF 16.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET; A CENTRAL ANGLE OF 112°28'26", AND AN ARC LENGTH OF 53.00 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 88.70 FEET, A CENTRAL ANGLE OF 10°06'41", AND AN ARC LENGTH OF 15.65 FEET TO THE POINT OF TANGENCY. THENCE S.33°00'00"E., A DISTANCE OF 72.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 212°34'03", AND AN ARC LENGTH OF 163.24 FEET TO THE POINT OF TANGENCY; THENCE N.00°25'57"W., A DISTANCE OF 109.14 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 42.41 FEET TO THE POINT OF TANGENCY; THENCE S.89°34'04"W., A DISTANCE OF 114.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 2521.79 FEET, A CENTRAL ANGLE OF 01°15'13", AND AN ARC LENGTH OF 81.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 100°12'50", AND AN ARC LENGTH OF 47.22 FEET TO THE POINT OF TANGENCY; THENCE S.12°29'59"E., FOR A DISTANCE OF 90.46 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 187°30'00", AND AN ARC LENGTH OF 143.99 FEET TO THE POINT OF TANGENCY; THENCE N.05°00'00"W., A DISTANCE OF 106.35 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 88°07'02", AND AN ARC LENGTH OF 41.52 FEET TO THE POINT OF COMPOUND CURVATURE TO THE LEFT; THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 21°53'07", AND AN ARC LENGTH OF 72.57 FEET TO THE POINT OF REVERSE CURVATURE ON A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 1011.19 FEET, A CENTRAL ANGLE OF 06°18'58", AND AN ARC LENGTH OF 111.47 FEET TO THE POINT OF TANGENCY; THENCE S.71°18'49"W., A DISTANCE OF 230.78 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32°43'32", AND AN ARC LENGTH OF 14.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHERLY AND EASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 279°20'44", AND AN ARC LENGTH OF 185.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 66°37'12", AND AN ARC LENGTH OF 29.07 FEET TO THE POINT OF TANGENCY; THENCE N.71°18'49"E., A DISTANCE OF 207.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 983.19 FEET, A CENTRAL ANGLE OF 06°18'58", AND AN ARC LENGTH OF 108.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 475.64 FEET, A CENTRAL ANGLE OF 36°40'25", AND AN ARC LENGTH OF 304.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 391.00 FEET, A CENTRAL ANGLE OF 12°06'12", AND AN ARC DISTANCE OF 82.60 FEET TO THE POINT OF TANGENCY; THENCE N.89°34'04"E., A DISTANCE OF 130.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 11°13'33", AND AN ARC LENGTH OF 56.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA.

CONTAINING 1.35 ACRES, MORE OR LESS.

BK 116440 PG 0342

BK 116380 PG 0598

EXHIBIT "C"  
(Page 4 of 4)

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

Commencing at the Northwest corner of Lot 5 of said Block "F", said point being on the southerly right-of-way line of the Coral Springs Improvement District Canal L-207 (as described in Official Records Book 4741, Page 601); thence North 71° 18' 49" East, along the northerly line of said Lot 5, a distance of 108.75 feet to the Point of Beginning; thence continuing North 71° 18' 49" East along said line, a distance of 36.10 feet to the beginning of a curve concave to the northwest having a radius of 1893.49 feet and a central angle of 01° 25' 01"; thence easterly along the arc of said curve on said northerly line of Lot 5, a distance of 46.83 feet; thence South 29° 38' 36" East, non-radial from said curve, a distance of 276.12 feet to a point on a curve concave to the northwest having a radius of 287.00 feet and a radial line to said point bears South 39° 09' 56" East; thence northeasterly along the arc of said curve, through a central angle of 2° 59' 40", a distance of 15.00 feet to the point of tangency; thence North 47° 50' 24" East, a distance of 66.22 feet; thence South 38° 26' 05" East, a distance of 118.19 feet; thence South 24° 16' 02" East, a distance of 200.51 feet to a point on the northerly right-of-way line of said Lakeview Drive, said point being on a curve concave to the northwest having a radius of 1115.20 feet and a radial line to said point bears South 23° 08' 44" East; thence westerly along the arc of said curve on said northerly right-of-way line, through a central angle of 13° 25' 39", a distance of 261.35 feet; thence north 12° 02' 09" West, nonradial from said curve, a distance of 224.46 feet to a point on a curve concave to the northwest having a radius of 345.05 feet and a radial line to said point bears south 17° 00' 33" East; thence westerly along the arc of said curve, through a central angle of 5° 49' 15", a distance of 35.05 feet; thence North 18° 41' 11" West, nonradial from said curve, a distance of 313.31 feet to the Point of Beginning on said northerly line of Lot 5.

The above-described land containing 2.21 acres, more or less.

BK 116 PG 19

EXHIBIT "D"

ARTICLES OF INCORPORATION OF  
THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

Glencom Development Co., a joint venture of Glensprings Communities, Inc., a Florida corporation, and C.M.S. Associates, a Florida general partnership, executed and recorded a Declaration of Covenants, Restrictions and Easements for the GLEN AT EAGLE TRACE, as amended, (the "Declaration") which Declaration affects certain Property in Broward County, Florida (the "Property"). A residential single family home community is proposed within a portion of the Property, which residential community will share recreational facilities and roadways with the existing condominium within the Property subject to the Declaration. This Master Association is being formed as the association to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration. All of the definitions contained in the Declaration as amended shall apply to these Articles of Incorporation, and to the Bylaws of this Master Association.

ARTICLE I  
NAME

The name of the corporation is THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter the "Master Association."

ARTICLE II  
PURPOSE

The purposes for which the Master Association is organized are to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes; to enforce and exercise the duties of the Master Association as provided in the Declaration, to improve, maintain, and operate the Common Properties together with the improvements now or hereafter located thereon; and to promote the health, safety, welfare, comfort and social and economic benefit of the members of the Master Association.

ARTICLE III  
POWERS

The Master Association shall have the following powers:

3.1 To exercise all common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida which are not in conflict with the terms of these Articles.

3.2 To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Master Association as set forth in the Declaration, including but not limited to the following:

3.3 To fix, levy, collect and enforce payment of charges and assessments pursuant to the terms of the Declaration.

3.4 To use the proceeds of the assessments and charges in the exercise of its powers and duties.

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BROWARD COUNTY, FLORIDA

3.5 To enforce the provisions of the Declaration, these Articles and the Bylaws.

3.6 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, mortgage, encumber, lease, transfer, administer, manage, repair and/or replace, dedicate for public use or otherwise dispose of real or personal property in connection with the purposes of the Master Association.

3.7 To have a lien on individual Residential Dwellings within the Property to secure the payment of assessments due and to become due.

3.8 To maintain, repair, replace, and operate the Common Properties and property acquired or leased by the Master Association for use by members, and to maintain, repair and replace any portion of the Property to be maintained by the Master Association as provided in the Declaration.

3.9 To obtain insurance upon the Common Properties, and insurance for the protection of the Master Association, its members, and Institutional Mortgagees.

3.10 To reconstruct and repair improvements after casualty, and to construct additional improvements on the Common Properties.

3.11 To make, establish and enforce reasonable rules and regulations governing the use of the Common Properties and other property under the jurisdiction of the Master Association.

3.12 To contract for the management of any Master Association properties and to delegate powers and duties of the Master Association.

3.13 To employ personnel to perform the services required to carry out the purposes of the Master Association.

3.14 To borrow money for the purposes of carrying out the powers and duties of the Master Association.

3.15 To grant and modify easements, and to dedicate, sell or transfer all or any part of the property owned by the Master Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

3.16 To do such other things as may be necessary in order to perform the duties and to exercise the powers of the Master Association as set forth in the Declaration, the By-laws and these Articles.

#### ARTICLE IV MEMBERSHIP

4.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Condominium Unit, Lot, Home or residential dwelling within the Property (hereinafter "Residential Dwelling"), shall be a member of the Master Association. However, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Master Association. Membership shall be appurtenant to, and may not be separated from ownership of any such Residential Dwelling.

4.2 Change of membership in the Master Association shall be established by recording in the Official Records of Broward County, Florida, a deed or other instrument establishing record title to a Residential Dwelling and by delivery to the Master Association of a certified copy of such instrument. The grantee in such instrument shall thereby become a member of the Master Association, and the membership of the prior Owner shall thereby be terminated.

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4.3 The share of a member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Residential Dwelling.

ARTICLE V  
VOTING RIGHTS

On all matters as to which the Owners shall be entitled to vote, there shall be one vote for each Residential Dwelling. Where a Residential Dwelling is owned by more than one person, or by a corporation, partnership, or other entity, the person who shall be entitled to cast the vote of such Residential Dwelling shall be the person named in a certificate executed by all of the owners of such Residential Dwelling, and filed with the Secretary prior to the meeting at which the vote is to be cast. In the event that such a certificate is not filed, the owners of such Residential Dwelling will not be entitled to vote at the meeting, and their presence will not be counted for purposes of establishing a quorum, provided, however, that where a Residential Dwelling is solely owned by a husband and wife, either the husband or the wife may cast the vote of such Residential Dwelling without the necessity of filing a Voting Certificate.

ARTICLE VI  
DIRECTORS

6.1 The affairs of the Master Association will be managed by a Board consisting of not less than three (3) directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) directors.

6.2 The directors of the Master Association shall be elected by the members, except that

(a) there shall always be at least one third (1/3) of the directors who shall be owners of Residential Dwellings within the FRC Property, and there shall always be at least one third (1/3) of the Directors who shall be Unit Owners within THE GLEN I provided, however, that directors appointed by FRC pursuant to the provisions of Paragraph 6.2 (b) shall not be required to be Owners.

(b) FRC shall have the right to appoint directors of the Master Association as follows:

(i) The Unit Owners in THE GLEN I shall always have the right to appoint one third (1/3) of the directors and FRC shall have the right to appoint two thirds (2/3) of the directors only until such time as all of the Residential Dwellings to be constructed within the FRC Property have been constructed and conveyed to purchasers.

(ii) Thereafter, Members other than FRC shall have the right to elect the Directors, subject to the provisions of Paragraph 6.2 (a) hereof.

6.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Burton A. Bines	101 Wymore Road, Suite 400 Altamonte Springs, Florida 32714
William A. Gilmour	3201 Jog Park Drive Lake Worth, Florida 33467
Albert J. Connor	11905 Glenmore Drive Coral Springs, Florida 33071

**ARTICLE VII**  
**OFFICERS**

The affairs of the Master Association shall be administered by the Officers as designated in the By-Laws. The Officers shall be elected by the Master Association and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

Burton A. Bines President	101 Wymore Road, Suite 400 Altamonte Springs, Florida 32714
Albert J. Connor Vice President	11905 Glenmore Drive Coral Springs, Florida 33071
William A. Gilmour Secretary/Treasurer	3201 Jog Park Drive Lake Worth, Florida 33467

**ARTICLE VIII**  
**INDEMNIFICATION**

Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding, or any settlement of any proceeding, to which he may be a party, or in which he may become involved by reason of his being, or having been, a Director or Officer of the Master Association; whether or not he is a Director or Officer at the time such expenses are incurred. However, said indemnification will not apply if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

**ARTICLE IX**  
**BY-LAWS**

The first By-Laws of the Master Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner prescribed in the By-Laws.

**ARTICLE X**  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by at least ten percent (10%) of the members of the Master Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their vote in writing; however, such vote must be delivered to the secretary at, or prior to, the meeting. Except as elsewhere provided:

1. Approval must be by not less than sixty-seven percent (67%) of the entire membership of the Board, and by not less than sixty-seven percent (67%) of the votes of the entire membership of the Master Association; or

2. By not less than eighty percent (80%) of the votes of the entire membership of the Master Association.

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C. Provided, however, that no amendment shall impair Declarant's right to construct and sell Residential Units within the FRC Property, nor shall any amendment make any changes in the qualifications for membership, change the voting rights of members, or contravene the terms of the Declaration.

ARTICLE XI  
DURATION

The Master Association shall exist perpetually.

ARTICLE XII  
INCORPORATOR

The name and address of the Incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ellen A. Goldman	100 N.E. 3rd Avenue, Suite 400 Fort Lauderdale, Florida 33301

FILED  
MAR 23 1989  
NOTARY PUBLIC  
STATE OF FLORIDA

ARTICLE XIII  
REGISTERED OFFICE AGENT

The registered office of the Master Association shall be at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714, or at such other place as may be subsequently designated by the Board.

The name and address of the initial registered agent of the Master Association is Burton A. Bines, 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32714.

WHEREFORE, the Incorporator has executed these Articles on this 3 day of March, 1989.

Ellen A. Goldman  
ELLEN A. GOLDMAN

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STATE OF FLORIDA )  
COUNTY OF BROWARD )

Before me, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared ELLEN A. GOLDMAN, known to be and known by me to be the person who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed those Articles of Incorporation in her capacity as Incorporator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of March, 1989.

Debra J. Hickinbottom  
Notary Public

My Commission Expires: — Notary Public, State of Florida  
My Commission Expires Sept. 5, 1990  
Bounded Thru Tray File - Lawrence Inc.

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I HEREBY accept the appointment as the initial Registered Agent of THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC., as made in the foregoing Articles of Incorporation 3-2 1989.

By: Burton A. Bines

EXHIBIT "E"

BY-LAWS

OF

THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC.  
(A Florida corporation not-for-profit)

ARTICLE I  
GENERAL PROVISIONS

1.1 These are the Bylaws of THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC., a corporation not-for-profit under the laws of the state of Florida (hereinafter, the "Master Association").

1.2 The Master Association has been organized for the purposes stated in the Articles and shall have all of the powers provided in the By-laws, the Articles, the Declaration, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.3 The principal office of the Master Association shall be located at 101 Wymore Road, Suite 400, Altamonte Springs, FL 32714, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

1.4 The fiscal year of the Master Association shall be the calendar year.

1.5 The seal of the Master Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "corporation not-for-profit."

1.6 Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Articles and the Declaration, as amended.

ARTICLE II  
MEMBERSHIP AND MEMBERS' MEETINGS

2.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Condominium Unit, Lot, Home or Residential Dwelling within the Property (hereinafter "Residential Dwelling") shall be a member of the Master Association. However, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Dwelling.

2.2 Change of membership. Change of membership in the Master Association shall be established by recording in the Official Records of Broward County, Florida, a deed or other instrument establishing a record title to a Residential Dwelling and delivery to the Master Association of a certified copy of such instrument. The grantee in such instrument shall thereby become a member of the Master Association in the place of the prior owner. The membership of the prior Owner shall thereby be terminated.

2.3 Annual Meetings. The first annual meeting of the members shall be held on December 1, 1988. Each regular annual meeting of the members shall be held on December 1 of each subsequent year thereafter; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

2.4 Special Meetings. Special meeting of the members shall be held whenever called by the President, Vice-President, or by one third (1/3) of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to

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cast one third (1/3) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

2.5. Notice of Meetings. Written notice of each meeting of the members, stating the time, the place, and in the case of a special meeting, the objects for which the meeting is called shall be given by the President, Vice-President, or Secretary. Such notice shall be mailed to each Member at his address as it appears on the books of the Master Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

2.6. Voting. On all matters as to which the Owners shall be entitled to vote, there shall be one vote for each Residential Dwelling. Where a Residential Dwelling is owned by more than one person, or by a corporation, partnership, or other entity, the person who shall be entitled to cast the vote of such Residential Dwelling shall be the person named in a certificate executed by all of the Owners of such Residential Dwelling, and filed with the Secretary prior to the meeting at which the vote is to be cast. In the event that such a certificate is not filed, the Owners of such Residential Dwelling will not be entitled to vote at the meeting, and their presence will not be counted for purposes of establishing a quorum, provided, however, that where a Residential Dwelling is solely owned by a husband and wife, either the husband or the wife may cast the vote of such Residential Dwelling without the necessity of filing a Voting Certificate.

2.7. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast fifty-one percent (51%) of the votes of the entire Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation or these By-laws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting until a quorum shall be present.

2.8. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his Residential Dwelling. Proxies shall be valid only for the particular meeting designated in the proxy.

2.9. Order of Business. The order of business at annual members' meetings and, as far as practical, at other members' meetings, shall be:

1. Election of chairperson of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

2.10. Proviso. Provided, however, that until FRC is required to terminate its control of the Master Association pursuant to Paragraph 6.2 of the Articles, or until FRC elects to terminate its control of the Master Association, whichever shall first occur, the proceedings of all meetings of the Members of the Master Association shall have no effect unless approved by the Board of Directors.

ARTICLE III  
DIRECTORS

3.1 Number of Directors, Term of Office. The affairs of the Association shall be managed by a board consisting of not less than three (3) directors nor more than nine (9) directors and which shall always be an odd number. Directors shall serve for terms of one year.

3.2 Representation on Board. At all times, at least one third (1/3) of the Directors shall be owners within THE GLEN I pursuant to Article VI of the Articles of Incorporation, and at least one third (1/3) of the Directors shall be owners within the FRC Property or shall have been appointed by FRC pursuant to Article VI of the Articles of Incorporation.

3.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to vote, at a special meeting called for that purpose. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

3.4 Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties.

3.5 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV  
NOMINATION AND ELECTION OF DIRECTORS

4.1 Election of Directors shall be held at the members' annual meeting.

4.2 Nomination. A nominating committee of three (3) Members, at least one of whom shall be a Unit Owner within THE GLEN I and at least one of whom shall be a homeowner within the FRC Property, shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual members' meeting. The committee shall nominate a minimum of one person for each Director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

4.3 Election. Election shall be by ballot unless dispensed with by unanimous consent. The members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. There shall be no cumulative voting.

ARTICLE V  
MEETINGS OF DIRECTORS

5.1 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.2 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally, by mail, by

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telephone, or by telegraph at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, and must be called by the Secretary at the written request of one third (1/3) of the Directors, after not less than three (3) days' notice to each Director.

5.4 Waiver of notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

5.5 Quorum. A quorum at Directors' meetings shall consist of a majority of the Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these By-laws.

5.6 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted at the subsequent meeting without further notice.

5.7 Presiding Officer. The presiding officer at Directors' meetings shall be the President. In his absence, the Vice-President shall preside.

5.8 Order of Business. The order of business at Directors' meetings shall be as follows:

1. Calling of the roll.
2. Proof of due notice of the meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

ARTICLE VI  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Properties and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member and/or deny such member admission to the Recreation Area during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty days for infraction of published rules and regulations;

(c) Exercise for the Master Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors;

(e) Exercise all powers specifically set forth in the Articles of Incorporation, these By-Laws, and all powers incidental thereto;

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(f) Make assessments, collect assessments, and use and spend the assessments to carry out the purpose and powers of the Master Association;

(g) Employ, dismiss and control the personnel necessary for the maintenance and preservation of the Common Properties, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

6.2 Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by a majority of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Master Association, and to see that their duties are properly performed;

(c) Procure and maintain insurance for the Common Properties as provided in the Declaration and liability insurance for the Master Association;

(d) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(e) Cause the maintenance required to be performed by the Master Association in the Declaration to be performed;

(f) Fix the amount of the annual assessment against each Residential Dwelling;

(g) Foreclose the lien against property for which assessments are not paid and/or bring an action at law against the Owner personally obligated to pay the same.

#### ARTICLE VII OFFICERS

7.1 Enumeration of Officers. The Officers of this Master Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

7.2 Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

7.3 Term. The Officers shall be elected annually by the Board and each shall hold office for one year, unless he shall sooner resign, or shall be removed, or otherwise disqualified.

7.4 Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time. Such resignation shall take effect on the date of receipt of notice by the Board, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.5 Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.6 President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of

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the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes. In addition, the President shall have all the powers and duties usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members from time to time as he, in his sole discretion may determine appropriate to assist in the conduct of the affairs of the Master Association.

7.7 Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

7.8 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and members; keep the corporate seal of the Master Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Master Association, together with their addresses; and perform such other duties as required by the Board.

7.9 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by a resolution of the Board of Directors; shall sign all checks and promissory notes of the Master Association; keep proper books of accounts; cause an annual review of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE VIII FINANCES AND ASSESSMENTS

8.1 Adoption of the Budget. Not less than sixty (60) days prior to the commencement of any calendar year of the Master Association, the Board shall adopt a budget for such calendar year, necessary to defray the Common Expenses of the Master Association for such calendar year. In the event the Board fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the Common Expenses of the Master Association for the fiscal year which the adopted budget applies to, the Board may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

8.2 Assessments and Assessment Roll. As soon as practicable after the adoption of a budget, or an amended budget, the Board shall fix and determine the amount and frequency of the Members' Assessments for Common Expenses, pursuant to the Declaration, the Articles and these Bylaws. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic Assessments for Common Expenses, whether quarterly, monthly or otherwise, shall be equally assessed among all Owners. As soon as practicable after the determination of the Assessments for Common Expenses, the Master Association shall notify each Member, in writing, of the amount, frequency and due date of such Member's Assessments, provided, however, that no Assessment shall be due in less than ten (10) days from the date of such notification.

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In the event the expenditure of funds by the Master Association is required that cannot be paid from the Assessments for Common Expenses, the Board may make special Assessments, which shall be levied in the same manner as hereinbefore provided for Assessments for Common Expenses and shall be payable in the manner determined by the Board. Each Member's share of any special Assessment shall be in the same proportion as the Member's share of the Assessments for Common Expenses.

The Master Association shall maintain an Assessment roll for each Member, designation the name and current mailing address of the Member, the amount of each Assessment payable by such Member, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Member, and the balance due.

8.3 Depositories. The funds of the Master Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the Board.

8.4 Application of Payments and Commingling of Funds. All sums collected by the Master Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board.

8.5 Accounting Records and Reports. The Master Association shall maintain accounting records according to good accounting practices. The records shall be open to inspection by Members and all institutional lenders, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the Members referred to above. The Board may, and upon the vote of a majority of the Members shall, conduct an audit of the accounts of the Master Association by a public accountant, and if such an audit is made, a copy of the report shall be made available to each member and institutional lender, upon written request to the Master Association.

#### ARTICLE IX AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by at least ten percent (10%) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their vote in writing; however, such vote must be delivered to the secretary at, or prior to, the meeting. Except as elsewhere provided:

1. Approval must be by not less than sixty-seven percent (67%) of the entire membership of the Board, and by not less than sixty-seven percent (67%) of the votes of the entire membership of the Master Association; or

2. By not less than eighty percent (80%) of the votes of the entire membership of the Master Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership, change the voting rights of members, or contravene the terms of the Declaration.

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**ARTICLE X  
MISCELLANEOUS**

10.1 The fiscal year of the Master Association shall be the calendar year.

10.2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

10.3 It is acknowledged that the Master Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

The foregoing were adopted as the By-Laws of THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, by the Directors of the Master Association at a meeting held on \_\_\_\_\_, 1989.

\_\_\_\_\_  
Secretary

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

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