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This instrument prepared by  
WILLIAM M. KARNEY, ATTY.  
MORAITIS, COFAR & KARNEY  
ATTORNEYS-AT-LAW  
915 Middle River Drive, Suite 506  
Ft. Lauderdale, Florida 33304  
Telephone: 563-4163

68355531

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
& PROTECTIVE COVENANTS FOR HIGHLAND PLACE AT EAGLE TRACE

THIS Amended and Restated Declaration made this 29th day  
of AUGUST, 1988.

SEP 2 4 31 PM '88

WITNESSETH

WHEREAS, HIGHLAND PLACE, LTD., a Florida Limited Partnership, hereinafter referred to as "DEVELOPER", did execute a Declaration of Restrictions and Protective Covenants for Highland Place at Eagle Trace on December 31, 1984, as recorded in Official Records Book 12239 at page 270, of the Public Records of Broward County, Florida on January 3, 1985; and

WHEREAS, the "DEVELOPER" wishes to amend the said Declaration to allow for the construction of detached single family residential dwelling units within the real property which is subject to the said Declaration, and to execute other amendments within the Declaration that are appropriate to such a change; and

WHEREAS, the "DEVELOPER" meets the requirements of ARTICLE VIII, Section 5 of the said Declaration pertaining to Amendment of the said Declaration.

NOW, THEREFORE, "DEVELOPER" hereby amends and restates in its entirety the currently existing Declaration of Restrictions & Protective Covenants for Highland Place at Eagle Trace and replaces it with an Amended and Restated Declaration of Restrictions and Protective Covenants for Highland Place at Eagle Trace set forth herein as follows:

KNOW ALL MEN BY THESE PRESENTS:

THAT, HIGHLAND PLACE, LTD., a Florida Limited Partnership, hereinafter referred to as "DEVELOPER" is the owner of the real property as described in Exhibit 1 herein, and hereinafter referred to as "THE DEVELOPER'S PROPERTY", and

THAT "DEVELOPER" desires to subject the real property described hereinafter in Article I to a certain Amended and Restated Declaration of Restrictions and Protective Covenants, as set forth in this Declaration, so as to benefit, enhance and protect the value, attractiveness and desirability of all of the real property described hereinafter in Article I, and

THAT, the present owners of the parcels of real property which have previously been conveyed by the "DEVELOPER", which parcels have been identified in Exhibit 2 and shall hereinafter be collectively referred to as "THE OWNERS' PROPERTY", have joined in the execution of this Declaration to acknowledge their

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consent to the Amendment of the original Declaration and their desire that this amended Declaration be enacted, and

THAT, Highland Place Homeowners Association, Inc., a Florida nonprofit corporation, herein referred to as "THE ASSOCIATION" was formed for the purpose of securing and holding title to and maintenance of the access road and such other facilities as are provided herein and to enforce the covenants and restrictions herein contained.

NOW, THEREFORE, "DEVELOPER" declares that the real property described hereinafter in Article I is and shall be held, transferred, sold, occupied and used subject to the conditions, restrictions, easements, charges and liens and any other matters herein set forth.

#### ARTICLE I

##### THE REAL PROPERTY SUBJECT TO THIS DECLARATION:

The real property subject to this Declaration, which shall be hereinafter referred to as "THE PROPERTY", is identified as follows:

Lots One (1) through Twenty-Two (22), inclusive, in Block "E" and Parcel "L", 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.

"DEVELOPER" intends to develop the remaining undeveloped property into not more than thirty-one (31) detached single family residences. The real property remaining to be developed is described in Exhibit 3 and shall hereinafter be collectively referred to as "THE UNDEVELOPED PROPERTY".

#### ARTICLE II

##### MEMBERSHIP IN ASSOCIATION :

Lots 1 through 4, inclusive, lot 6 and lot 12 are "duplex" lots, upon which have been constructed, per lot, two (2) attached residential dwelling units; lot 5, lots 8 through 11, inclusive, and lots 13 through 22, inclusive, are single family lots upon which shall be constructed, per lot, two (2) single family detached dwelling units; and, lot 7 is a single family lot upon which shall be constructed one (1) single family dwelling unit; all such lots being within "THE PROPERTY". Every person(s) or entity(ies) which is the fee simple owner of record of a single family attached or detached dwelling unit shall be subject to these covenants and shall be a member of "THE ASSOCIATION", with all rights, duties, responsibilities, voting privileges and other incidents of ownership being set forth in detail in the By-Laws

of "THE ASSOCIATION"; provided, however, that each such owner, whether or not such owner shall be a single individual or more than one person, natural or otherwise, in some form of joint or mutual ownership, shall be entitled collectively to not less than nor more than one vote for each single family attached or detached dwelling unit owned by him/her/them and provided further that there shall not be more than forty-three (43) votes by no more than forty-three (43) separate owners (12 owners of attached dwelling units and 31 owners of detached dwelling units) with voting privileges. Memberships shall be appurtenant to, and may not be separated from ownership of any single family residential dwelling unit.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREAS:

Section 1. Ownership. "DEVELOPER" may retain the legal title to the Common areas so long as it owns fee simple title to at least one Lot in "THE PROPERTY". On or before the conveyance by the "DEVELOPER" of the last Lot which it owns in "THE PROPERTY" (or sooner at the "DEVELOPER'S" option), the "DEVELOPER" shall convey and transfer the record fee simple title to the Common Areas to "THE ASSOCIATION" and "THE ASSOCIATION" shall accept such conveyance subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. Commencing with January 3, 1985, "THE ASSOCIATION" shall be responsible for the maintenance of the Common Areas and any improvements and any personal property thereon in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas accruing from and after January 3, 1985. Such taxes have been prorated between "DEVELOPER" and "THE ASSOCIATION" as of that date. "DEVELOPER" shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that "DEVELOPER" elects to build.

For the purposes of this Article III, the term "Common Areas" shall mean the access road within "THE PROPERTY", parking areas joining the access road, the real property constituting the entrance to "THE PROPERTY", sidewalks and street lights, but excluding any public utility installations thereon. Notwithstanding the definition of "Common Areas" as above stated, that term shall extend to all of Parcel "L" as identified in Article I hereof, without necessarily being limited thereto.

Section 2. Members' Easements. Each member of "THE ASSOCIATION" and each tenant, agent, mortgagee and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the access road and all other areas defined above as

"Common Areas". The foregoing easements are subject to the following:

- (a) The right and duty of "THE ASSOCIATION" to levy assessments against each unit owner(s) for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the plat of "THE PROPERTIES".
- (b) The right of "THE ASSOCIATION" to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.
- (c) The right of "THE ASSOCIATION" to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations from time to time adopted by "THE ASSOCIATION" in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easements provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Association Easements. There is hereby granted and reserved to "THE ASSOCIATION" an easement in, to, over, upon and across each and every lot within "THE PROPERTY", of whatever kind, for the purpose of constructing and maintaining thereupon an underground master sprinkler line and such other pumps and materials as may be necessary to furnish water to each single family residential lot, being intended that said underground master sprinkler line may uniformly service each lot so that each lot may thereby connect to said master sprinkler line so as to furnish the necessary water supply to each individual lot's separate sprinkler system from this common underground master sprinkler line; provided, however, that said underground master sprinkler line and parts and equipment thereto shall not be installed within any lot so as to interfere with the construction of any single family residence or improvements thereon.

In addition to the above easement, "THE ASSOCIATION" shall also have an easement upon and across each and every of the lots for the purpose of maintaining, repairing, or replacing, as may be applicable the finished yards relating to each dwelling structure, provided that this easement shall extend and apply only to the yards and related landscaping as shall be both open and non-enclosed, and shall be reasonably accessible for maintenance purposes.

#### ARTICLE IV

##### MAINTENANCE AND ASSESSMENTS:

"THE ASSOCIATION" shall have the duty and responsibility to perform the following functions:

- A. To maintain, repair or replace the access road, landscaping in the medial areas and otherwise as applicable.
- B. To maintain, repair or replace the sprinkler systems for the Common Areas of HIGHLAND PLACE, as well as the sprinkler systems for the residential units.
- C. To maintain, repair or replace the street lighting system.
- D. To maintain the accessible and non-enclosed yards and certain landscaping of the single family residential units.
- E. To maintain, repair or replace as applicable, the entrance sign, fountain and related entrance landscaping and improvements.
- F. To make such collections of assessments and payments of such collections to Eagle Trace Community Association, Inc. as provided in Article 6 of the Declaration and General Protective Covenants for Eagle Trace Community.

To accomplish the foregoing, "THE ASSOCIATION" will assess each owner(s) of a single family dwelling unit an amount equal to one-forty-third (1/43rd) of the total budget of "THE ASSOCIATION", which is required to meet the purposes stated in paragraphs A through E above. All dwelling unit owners shall be obligated to pay their proportionate share (1/43rd) of the foregoing services and other charges or fees otherwise provided for in the Articles of Incorporation or By-Laws of "THE ASSOCIATION", whether or not the obligation to make such payment is specifically expressed in any deed or other conveyance of the title to such single family dwelling unit.

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The delineation of the services herein is merely an expression of the type of services to be provided and any costs reasonably incurred incidental thereto including, but not limited to, taxes, insurance, materials, management, maintenance, shall be assessed pro-rata against the owners. The method of assessment and creation and enforcement of assessments and liens shall be specifically provided for in the By-Laws of "THE ASSOCIATION". Provided, however, that "THE ASSOCIATION" shall have and is hereby given, a lien on each lot for the amount of any unpaid assessment, and interest thereon, at the highest rate allowable by law from the date the same is past due until paid, together with reasonable attorneys' fees and court costs. The said lien may be enforced in the same manner as a mortgage thereon may be foreclosed. Provided, however, that any lien created pursuant to this Declaration of Covenants and Restrictions or the By-Laws of the Association, shall not exist or otherwise be effective until the Claim of Lien is filed by "THE ASSOCIATION" in the Public Records of Broward County, Florida, making specific reference to this declaration and shall be superior to only such liens or other encumbrances as may be filed of record subsequent to the filing of the said Claim of Lien. The respective owners agree to pay Court costs and reasonable attorneys' fees incurred by "THE ASSOCIATION" in enforcing the provisions hereof against such owner, including any costs and fees incurred in any appellate proceedings.

#### ARTICLE V

##### PARTY WALLS AND ROOFS:

Section 1. General (Walls). Each wall built as part of the original construction of any attached single-family dwelling constructed upon "THE PROPERTY", and placed on the dividing line between the Lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own Lot, with a cross-easement of support in the other portion. There shall be no opening constructed in any of the party walls.

Section 2. General (Roofs). Each roof built as part of the original construction of any attached single-family dwelling constructed upon "THE PROPERTY" shall constitute a party roof, and each Owner shall own that portion of the roof which covers the improvements located on his own Lot, with a cross-easement for maintenance, if necessary, on the other portion.

Section 3. Sharing of Costs of Repairs and Maintenance. The costs of reasonable repair and maintenance of a party wall and roof shall be shared equally by the owners who make use of the wall and the roof.

Section 4. Destruction by Fire or Other Casualty. If a party wall and/or roof is destroyed or damaged by fire or other

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casualty, any owner who has used the wall and/or roof may restore the same, but no greater dimension of said party wall and/or roof, or of any extension or restoration thereof, shall be placed upon the land of the owner not extending, constructing, or restoring said party wall and/or roof than that existing prior to such fire or other casualty, without the written consent of the latter first obtained. No part of any addition to the dimensions of said party wall and/or roof, or of any extension thereof already built, that may be made by either of said owners, or by those claiming under them respectively, shall be placed upon the land of the other owner, without written consent of the latter first obtained. If the other owner thereafter makes use of the wall and/or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions. Each owner shall be required to acquire and maintain fire and casualty insurance covering the said party wall and/or roof.

Section 5. Weather Proofing. Notwithstanding any other provisions of this Article V, any owner who by his negligent or wilful act causes the party wall and/or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribute Runs with Land. The right of any owner to contribution from any other owner under this Article V shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall and/or roof, or under provisions of this Article V, each party shall choose one arbiter, and such arbiter shall choose one additional arbiter and the decision of a majority of all the arbiters shall be final and conclusive of the questions involved.

#### ARTICLE VI

##### USE RESTRICTIONS:

"DEVELOPER" intends to develop "THE UNDEVELOPED PROPERTY", exclusive of park and roads, into not more than thirty-one (31) detached single family residences. "DEVELOPER", however, shall be permitted to use a single family residence or residences as a Model or Models in connection with its sales program, and such other acts or actions in developing "THE PROPERTY" to assist "DEVELOPER" in its Sales Program. "DEVELOPER" intends to sell said project under the name of "HIGHLAND PLACE AT EAGLE TRACE", or a similar name.

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Due to the nature of the improvements that are to be constructed on "THE UNDEVELOPED PROPERTY", the "DEVELOPER" does hereby create, by this instrument, Cross-easements for ingress and egress on adjoining "duplex" lots and/or the single family "detached" residential lots so that if repairs, maintenance or reconstruction are necessary on any lot or improvements constructed thereon, all necessary entries on an adjacent single family residential lot shall not be deemed a trespass so long as the repairs, maintenance and/or reconstruction shall be done in a workmanlike manner, and consent is hereby given for such necessary entries providing they are undertaken in a reasonable manner.

#### ARTICLE VII

##### HOMEOWNERS ASSOCIATION:

For the purposes of maintenance, repair, and replacement as may be required or desirable of the items as specified in Article IV hereof for the general use and benefit of the owners of the single family residences, each owner by acceptance of a deed or contract for any such property, agrees to and shall be a member of and be subject to, the obligations and duly acknowledged By-Laws and regulations of "THE ASSOCIATION". "DEVELOPER" shall retain control over "THE ASSOCIATION" during the entire development period of the subject property, or until it shall elect to transfer said control to the members. Control of "THE ASSOCIATION" shall mean the right to elect all officers and directors of "THE ASSOCIATION". In the event the control is transferred to the members, "DEVELOPER" shall be entitled to vote the difference between the forty-three (43) total votes and the number of members as described in Article II, in "THE ASSOCIATION". In any event, control shall be transferred to the members no later than the sale of all forty-three (43) residential dwelling units.

#### ARTICLE VIII

##### GENERAL PROVISIONS:

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the "DEVELOPER", "THE ASSOCIATION" or the owner(s) of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of two-thirds of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

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Section 2. Notice. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as member owner, on the records of "THE ASSOCIATION" at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the "DEVELOPER", "THE ASSOCIATION" or the owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of any litigation including reasonable attorney's fees (both at the trial and any appellate stages), at law or in equity to compel compliance with these restrictions and covenants, or to prevent the violation or breach of any of them, shall be borne by any owner or owners of any Lot found to be in violation of said covenants and restrictions.

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

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) "DEVELOPER" for so long as it holds title to any Lot affected by this Declaration; or, alternatively, (2) Owners holding not less than two-thirds vote of the membership in "THE ASSOCIATION" provided that so long as the "DEVELOPER" is the owner of any Lot affected by this Declaration, "DEVELOPER'S" consent must be obtained.

#### ARTICLE IX

##### **ASSIGNMENT:**

The rights of "DEVELOPER" herein are assignable and shall be deemed assigned upon "DEVELOPER" filing an Assignment in the Public Records of Broward County, Florida.

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IN WITNESS WHEREOF, "DEVELOPER" has hereunto set its hand and seal hereon the day and year first above-written.

Lathman A. Cline  
Witness  
[Signature]  
Witness

HIGHLAND PLACE, LTD.

BY: [Signature]  
GENERAL PARTNER

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared TIMOTHY D. CROSS, General Partner of Highland Place, Ltd. to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of August, 1988.

Lathman A. Cline  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC 10, 1990  
BONDED THRU GENERAL INS. UND.



BT5753P60010

IN WITNESS WHEREOF, the "Owner" identified as No. 1 on Exhibit 2 attached hereto, have set their hands and seals hereon this 5<sup>th</sup> day of August, 1988.

Vicky L. Huss  
Witness

[Signature]  
OWNER, JACK RAGLE

Richard B. Smith  
Witness

[Signature]  
OWNER, B. JOANN RAGLE

STATE OF Indiana  
COUNTY OF Deje

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 JACK RAGLE and B. JOANN RAGLE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5<sup>th</sup> day of August, 1988.



[Signature]  
NOTARY PUBLIC Dorothy M. Emrick

My Commission Expires: 4-29-92

BK15753PG011

IN WITNESS WHEREOF, the "Owner" identified as No. 2 on Exhibit 2 attached hereto, have set their hands and seals hereon this \_\_\_\_\_ day of \_\_\_\_\_, 1988

~~Witness~~

~~OWNER, ADELNE LOUISE ZLOTOWSKI~~

~~Witness~~

~~OWNER, MICHELLE JOY ZLOTOWSKI~~

~~Witness~~

~~OWNER, CHERYL ANN CAVERZASIO~~

~~STATE OF FLORIDA~~

23/08/88 17:32

F 13



IN WITNESS WHEREOF, the "Owner" identified as No. 2 on Exhibit 2 attached hereto, has set her hand and seal hereon this 29 day of August, 1988.

[Signature]  
Witness H. Jordan

A. J. Zlotowski  
Owner, Adeline Louise Zlotowski

[Signature]  
Witness

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State indicated below and in the County indicated below to take acknowledgements, personally appeared ADELENE LOUISE ZLOTOWSKI, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State indicated below this 29th day of August, 1988.



BK15753PC012

My commission expires the 31st day of November, 1988.

20/06/00 17:04

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IN WITNESS WHEREOF, the "Owner" identified as No. 2 on Exhibit 2 attached hereto, has set her hand and seal hereon this 29 day of August, 1988.

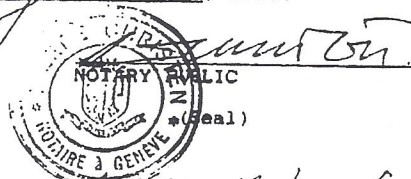
[Signature]  
Witness C. J. Sam B...

[Signature]  
Owner, Michelle Joy Zlotowski

[Signature]  
Witness

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State indicated below and in the County indicated below to take acknowledgements, personally appeared MICHELLE JOY ZLOTOWSKI, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State indicated below this 29th day of August, 1988.



My commission expires the 31st day of November, 1988.

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IN WITNESS WHEREOF, the "Owner" identified as No. 2 on Exhibit 2 attached hereto has set her hand and seal hereon this 29 day of August, 1988.

[Signature]  
Witness A. Y. Four

C. Caverzasio  
Owner, Cheryl Ann Caverzasio

[Signature]  
Witness

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State indicated below and in the County indicated below to take acknowledgements, personally appeared CHERYL ANN CAVERZASIO, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State indicated below this 29th day of August, 1988.



[Signature]  
(Seal)

My commission expires the 31st day of September, 1990.

BK 15753 PG 014

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 ADELENE LOUISE ZLOTOWSKI, MICHELLE JOY ZLOTOWSKI and CHERYL ANN CAVERZASIO, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

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

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREOF, the "Owner" identified as No. 3 on Exhibit 2 attached hereto, have set their hands and seals hereon this 9<sup>th</sup> day of August, 1988.

Witness [Signature]  
WITNESS [Signature]  
Witness [Signature]  
WITNESS [Signature]

[Signature]  
OWNER, PATRICK L. RICKARD  
[Signature]  
OWNER, JUDITH K. RICKARD

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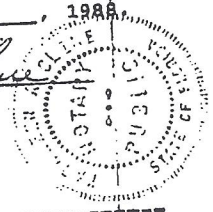
STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PATRICK L. RICKARD and JUDITH K. RICKARD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State

last aforesaid this 9<sup>th</sup> day of August, 1988.

Harold A. Chue  
NOTARY PUBLIC



My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. DEC 10, 1992  
BOADED THRU GENERAL INS. UND.

IN WITNESS WHEREOF, the "Owner" identified as No. 4 on Exhibit 2 attached hereto, has set its hand and seal hereon this day of \_\_\_\_\_, 1988.

Witness \_\_\_\_\_  
Witness \_\_\_\_\_

OWNER:  
UNIVERSALIDADES, S.A., a Costa Rican corporation  
BY: \_\_\_\_\_  
PRESIDENT (SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, President of UNIVERSALIDADES, S.A., a Costa Rican corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

BK15753PC016



last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ 1988.

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREOF, the "Owner" identified as No. 4 on Exhibit 2 attached hereto, has set its hand and seal hereon this 11th day of August, 1988.

[Signature]  
Witness

[Signature]  
Witness

OWNER:

UNIVERSALIDADES, S.A., a Costa Rican corporation

BY: [Signature]  
PRESIDENT

(SEAL)



San Jose, Costa Rica

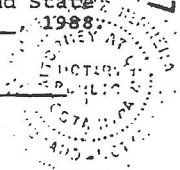
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MANUEL JIMENEZ BORBON, President of UNIVERSALIDADES, S.A., a Costa Rican corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of August, 1988.

NOTARY PUBLIC

My Commission Expires:

BK15753PC1017



IN WITNESS WHEREOF, the "Owner" identified as No. 5 on Exhibit 2 attached hereto, have their hands and seals hereon this 8<sup>th</sup> day of August, 1988.

Kathleen A. Chie  
Witness  
WITNESS Jean Puyja  
Kathleen A. Chie  
Witness  
WITNESS Jean Puyja

William Kenwood  
OWNER, WILLIAM KENWOOD  
Susan Kenwood  
OWNER, SUSAN KENWOOD

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WILLIAM KENWOOD and SUSAN KENWOOD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of August, 1988.

Kathleen A. Chie  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. DEC 10, 1990  
DANCED THRU GENERAL INS. UND.



IN WITNESS WHEREOF, the "Owner" identified as No. 6 on Exhibit 2 attached hereto, have set their hands and seals hereon this 8<sup>th</sup> day of August, 1988.

Kathleen A. Chie  
Witness  
WITNESS Jean Puyja  
Kathleen A. Chie  
Witness  
WITNESS Jean Puyja

Alexander Coultter  
OWNER, ALEXANDER COULTER  
Mary Lucille Coultter  
OWNER, MARY LOUISE COULTER

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer

BR15753PC 018

duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared ALEXANDER COULTER and MARY LOUISE COULTER, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of August, 1988.

*Just William D. Chue*  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC. 10, 1990  
DONATED THRU GENERAL INV. UND.



My Commission Expires:

IN WITNESS WHEREOF, the "Owner" identified as No. 7 on Exhibit 2 attached hereto, have set their hands and seals hereon this \_\_\_\_\_ day of \_\_\_\_\_ 1988.

Witness \_\_\_\_\_

OWNER, MICHAEL C. GERACI

Witness \_\_\_\_\_

OWNER, CAROLE J. GERACI

STATE OF  
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 MICHAEL C. GERACI and CAROLE J. GERACI, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State

BK15753PG 019

duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ALEXANDER COULTER and MARY LOUISE COULTER, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

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

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREOF, the "Owner" identified as No. 7 on Exhibit 2 attached hereto, have set their hands and seals hereon this 11 day of August, 1988.

*Louise M. Perez*  
Witness as to both signatures

*Louise M. Perez*  
Witness as to both signatures

*Joseph Dennis Perez*  
Witness as to both signatures

STATE OF FLORIDA  
COUNTY OF BROWARD

*Michael C. Geraci*  
OWNER, MICHAEL C. GERACI

*Carole J. Geraci*  
OWNER, CAROLE J. GERACI

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 MICHAEL C. GERACI and CAROLE J. GERACI, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State

BK15753PG 020

last aforesaid this 11 day of August, 1988.

*Joseph Dennis P...*  
NOTARY PUBLIC

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APRIL 13, 1990  
BONDED THROUGH MURPHY-WRIGHTSON, INC.

IN WITNESS WHEREOF, the "Owner" identified as No. 8 on Exhibit 2 attached hereto, have their hands and seals hereon this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Witness \_\_\_\_\_ OWNER, EDWARD G. PETRAGLIA

Witness \_\_\_\_\_ OWNER, COLEEN PETRAGLIA

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDWARD G. PETRAGLIA and COLEEN PETRAGLIA, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

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

NOTARY PUBLIC

My Commission Expires:

BK15753PG021

~~IN WITNESS WHEREOF, the "Owner" identified as No. 9 on Exhibit 2 attached hereto, have set their hands and~~

last aforesaid this        day of       , 1988.

        
NOTARY PUBLIC

My Commission Expires:       

=====

IN WITNESS WHEREOF, the "Owner" identified as No. 8 on Exhibit 2 attached hereto, have their hands and seals hereon this 22 day of August, 1988.

       Witness  
       Witness

       OWNER, EDWARD G. PETRAGLIA  
       OWNER, COLEEN PETRAGLIA

STATE OF FLORIDA  
COUNTY OF BROWARD

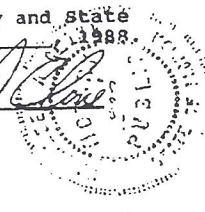
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDWARD G. PETRAGLIA and COLEEN PETRAGLIA, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and state of Florida last aforesaid this 22<sup>nd</sup> day of August, 1988.

        
NOTARY PUBLIC

My Commission Expires:       

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC 30, 1990  
BONDED THRU GENERAL INS. UND.



BK15753PG022

=====

IN WITNESS WHEREOF, the "Owner" identified as No. 9 on Exhibit 2 attached hereto, have set their hands and

seals hereon this 19<sup>TH</sup> day of August, 1988.

Kathleen A. Choe  
Witness

Harold Steinberg  
OWNER, HAROLD STEINBERG

Susan Steinberg  
OWNER, SUSAN STEINBERG

Joan Puzzi  
Witness

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HAROLD STEINBERG and SUSAN STEINBERG, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>TH</sup> day of August, 1988.

Kathleen A. Choe  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. DEC 10, 1990  
BORNED THRU GENERAL INS. UND.



wmk-466.01

BK15753PG-023

## EXHIBIT 1

to the

Amended and Restated Declaration of Restrictions  
& Protective Covenants for Highland Place at Eagle Trace:

"THE DEVELOPER'S PROPERTY":

Improved Property

Parcel 1

Lot 2, Block E, EAGLE TRACE, according to the Plat thereof, recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, less the following described parcel of land:

Beginning at the most northerly corner of said Lot 2; thence South  $42^{\circ} 16' 25''$  East along the northeasterly boundary of said Lot 2, a distance of 120.00 feet to the most easterly corner of said Lot 2; thence southwesterly along the southeasterly boundary of said Lot 2 and along the arc of a radially tangent curve, being concave to the Southeast, having a radius of 300.00 feet, a delta of  $10^{\circ} 33' 50''$ , an arc distance of 55.31 feet; thence North  $42^{\circ} 16' 25''$  West along a line, 55.00 feet southwesterly of and parallel with the said northeasterly boundary, 125.08 feet to a point on the northwesterly boundary of said Lot 2; thence North  $47^{\circ} 43' 35''$  East along said northwesterly boundary, 55.00 feet to the Point of Beginning.

Parcel 2:

The Northeasterly 55.00 feet of Lot 3, Block E, EAGLE TRACE, according to the Plat thereof, recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, and

Parcel 3:

Lot 4, less the Northeasterly 55.00 feet thereof of Block E, EAGLE TRACE, according to the Plat thereof, recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, and

Undeveloped Property

Lot 5, Lots 7 through 11, inclusive, and Lots 13 through 22, inclusive, in Block "E", and Parcel "L" 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.

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## EXHIBIT 2

to the

Amended and Restated Declaration of Restrictions  
& Protective Covenants for Highland Place at Eagle Trace:

## "THE OWNERS' PROPERTY":

OWNER NO. 1: JACK RAGLE and B. JOANNE RAGLE, his wife

## Legal Description:

Lot 1, Block E, EAGLE TRACE, according to the Plat thereto, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida.

LESS the following described parcel of land:

Beginning at the most northerly corner of said Lot 1; thence South 42° 16' 25" East along the northeasterly boundary of said Lot 1, a distance of 140.89 feet to the most easterly corner of said Lot 1, said point also being on the arc of a non-tangent curve (radial line through said point bears South 63° 47' 02" East); thence southwesterly along the southeasterly boundary of said Lot 1 and along the arc of said curve, being concave to the Northwest, having a radius of 120.00 feet, a delta of 26° 46' 11", an arc distance of 56.07 feet; thence North 42° 16' 25" West along a line 55.00 feet southwesterly of and parallel with said northeasterly boundary, 148.75 feet to a point on the northwesterly boundary of said Lot 1; thence North 47° 43' 35" East along said northwesterly boundary, 55.00 feet to the POINT OF BEGINNING. Said lands lying in the City of Coral Springs, Florida, containing 0.227 acres more or less.

BK 15753PG 025

OWNER NO. 2: ADELENE LOUISE ZLOTOWSKI, MICHELLE JOY ZLOTOWSKI and CHERYL ANN CAVERZASIO, as Joint Tenants with Right of Survivorship

Legal Description:

A portion of Lot 1, Block E, 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:

Beginning at the most northerly corner of said Lot 1; thence South 42° 16' 25" East along the northeasterly boundary of said Lot 1, a distance of 140.89 feet to the most easterly corner of said Lot 1, said point also being on the arc of a non-tangent curve (radial line through said point bears South 63° 47' 02" East); thence southwesterly along the southeasterly boundary of said Lot 1 and along the arc of said curve, being concave to the Northwest, having a radius of 120.00 feet, a delta of 26° 46' 11", an arc distance of 56.07 feet; thence North 42° 16' 25" West along a line 55.00 feet southwesterly of and parallel with said northeasterly boundary, 148.75 feet to a point on the northwesterly boundary of said Lot 1; thence North 47° 43' 35" East along said northwesterly boundary, 55.00 feet to the POINT OF BEGINNING. Said lands lying in the City of Coral Springs, Florida, containing 0.186 acres more or less.

OWNER NO. 3: PATRICK L. RICKARD and JUDITH K. RICKARD, his wife

Legal Description:

A portion of Lot 2, Block E, 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:

Beginning at the most northerly corner of said Lot 2; thence South 42° 16' 25" East along the northeasterly boundary of said Lot 2, a distance of 120.00 feet to the most easterly corner of said Lot 2; thence southwesterly along the southeasterly boundary of said Lot 2 and along the arc of a radially tangent curve, being concave to the Southeast, having a radius of 300.00 feet, a delta of 10° 33' 50", an arc distance of 55.31 feet; thence North 42° 16' 25" West along a line 55.00 feet southwesterly of and parallel with said northeasterly boundary, 125.08 feet to a point on the northwesterly boundary of said Lot 2; thence North 47° 43' 35" East along said northwesterly boundary, 55.00 feet to the POINT OF BEGINNING. Said lands lying in the City of Coral Springs, Florida, containing 0.154 acres more or less.

BK15753PC 026

OWNER NO. 4: UNIVERSALIDADES, S.A., a Costa Rican corporation

Legal Description:

Lot 3, LESS the Northeasterly 55.00 feet of BLOCK E, EAGLE TRACE, according to the Plat thereof, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida. Said lands lying in the City of Coral Springs, Broward County, Florida, containing 0.152 acres, more or less.

OWNER NO. 5: WILLIAM KENWOOD and SUSAN KENWOOD, his wife

Legal Description:

The Northeasterly 55.00 feet of LOT 4, BLOCK E, EAGLE TRACE, according to the Plat thereof, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida. Said lands lying in the City of Coral Springs, Broward County, Florida, containing 0.152 acres, more or less.

BK15753PC-027

OWNER NO. 6: ALEXANDER COULTER and MARY LUCILLE COULTER, his wife

Legal Description:

A portion of Lot 6, Block E, 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:

Beginning at the Southwest corner of said Lot; thence North 15° 02' 52" West, along the boundary of said Lot, 159.87 feet; thence North 47° 43' 35" East, 10.00 feet; thence South 85° 29' 46" East, 75.00 feet (the last three courses described being coincident with said boundary); thence South 03° 41' 57" East, 148.68 feet to the point on the arc of a non-tangent curve, (radial line through said point bears North 00° 25' 43" West); thence westerly along the arc of said curve, being concave to the South, having a radius of 200.00 feet, a delta of 14° 34' 09", an arc distance of 50.86 feet to the POINT OF BEGINNING. Said lands lying in the City of Coral Springs, Broward County, Florida, containing 0.237 acres more or less.

OWNER NO. 7: MICHAEL C. GERACI and CAROL J. GERACI, his wife

Legal Description:

Lot 6, Block E, EAGLE TRACE, according to the Plat thereof, as recorded in Plat Book 116, Page 19, of the Public Records of Broward County, Florida, less:

Beginning at the Southwest corner of said Lot; thence North 15° 02' 52" West, along the boundary of said Lot, 159.87 feet; thence North 47° 43' 35" East, 10.00 feet; thence South 85° 29' 46" East, 75.00 feet (the last three courses described being coincident with said boundary); thence South 03° 41' 57" East, 148.68 feet to the point on the arc of a non-tangent curve, (radial line through said point bears North 00° 28' 43" West); thence westerly along the arc of said curve, being concave to the South, having a radius of 200.00 feet, a delta of 14° 34' 09", an arc distance of 50.86 feet to the POINT OF BEGINNING. Said lands lying in the City of Coral Springs, Broward County, Florida, containing 0.232 acres more or less.

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OWNER NO. 8: EDWARD G. PETRAGLIA and COLEEN PETRAGLIA, his wife  
Legal Description:

The Northwesterly 55.00 feet, as measured at right angles to the northwesterly boundary, of Lot 12, Block E, EAGLE TRACE, according to the Plat thereof, as recorded in Plat Book 116, Page 19 of the Public Records of Broward County, Florida. Said lands in the City of Coral Springs, Broward County, Florida.

OWNER NO. 9: HAROLD STEINBERG and SUSAN STEINBERG, his wife  
Legal Description:

Lot 12, Less the Northwesterly 55.00 feet, as measured at right angles to the northwesterly boundary, of Lot 12, Block E, EAGLE TRACE, according to the Plat thereof as recorded in Plat Book 116, Page 19 of the Public Records of Broward County, Florida. Said lands lying in the City of Coral Springs, Broward County, Florida.

BK115753PG 029

EXHIBIT 3

to the

Amended and Restated Declaration of Restrictions  
& Protective Covenants for Highland Place at Eagle Trace:

"THE UNDEVELOPED PROPERTY":

Lot 5, Lots 7 through 11, inclusive, and Lots 13 through 22,  
inclusive, in Block "E", and Parcel "L" 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.

("THE UNDEVELOPED PROPERTY" described hereinabove equals a total  
of sixteen (16) lots.)

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

BK 15753 PG 030