

Prepared by:
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7805 S.W. 6th Court
Plantation, Florida 33324
File No. 5552.000

**CERTIFICATE OF RECORDATION
OF RULES AND REGULATIONS FOR THE
EAGLE TRACE COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE of RECORDATION of RULES AND REGULATIONS for the EAGLE TRACE COMMUNITY ASSOCIATION, INC. is made this 28th day of April, 2022, by the corporation, not-for-profit.

RECITALS:

WHEREAS, the Declaration and General Covenants (the "Declaration") of the Eagle Trace Community Association, Inc. (the "Association") is recorded in Official Records Book 11230 at Page 152 of the Public Records of Broward County, Florida, as amended from time to time; and

WHEREAS, pursuant to Article IV of the Articles of Incorporation, the Board of Governors can promulgate Rules and Regulations for the Association; and

WHEREAS, the Board of Governors has approved the Rules and Regulations attached hereto as Exhibit "A" and incorporated herein by such reference.

WHEREAS, F.S. 720.306 requires the Association to record these Rules and Regulations;

NOW, THEREFORE, we the undersigned being the duly authorized officers of the EAGLE TRACE COMMUNITY ASSOCIATION, INC. do hereby subscribe and execute this Certificate of Recordation to include the Rules and Regulations of the Eagle Trace Community Association, Inc.


EAGLE TRACE COMMUNITY ASSOCIATION,
INC.

By: Abby De la Rocha
Abby De la Rocha, Secretary

By: 
JEFFREY EISENSMITH, President

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28th day of Apr. 1, 2022, by Jeffrey Eisensmith, as President, and Abby De la Rocha, as Secretary respectively of the EAGLE TRACE COMMUNITY ASSOCIATION, INC., who are personally known to me or who have produced Florida Drivers Licenses as identification.



NOTARY PUBLIC, State of Florida
Printed Name: Angela Ervin

My Commission Expires:

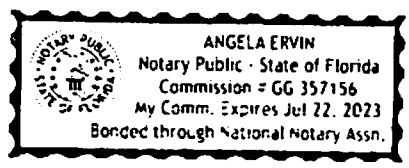


Exhibit "A"

Rules and Regulations Eagle Trace Community Association, Inc.

The Rules and Regulations hereinafter enumerated (collectively, the "Rules") shall be deemed in effect until amended by the Board of Governors (the "Board") of Eagle Trace Community Association, Inc. (the "Association"). The definitions contained in the Declaration and General Protective Covenants for Eagle Trace Community (the "Declaration"), as recorded at Official Records Book 11230, Page 152 of the Public Records of Broward County, Florida, and as amended from time to time, shall be incorporated herein by reference, and defined terms contained in these Rules and Regulations shall have the same meaning as set forth in the Declaration.

These Rules shall apply to, and be binding upon, all Owners of Dwelling Units within Eagle Trace, as well as all occupants of Dwelling Units within the Eagle Trace community (individually, an "Occupant"). Owners and Occupants shall, at all times, obey said Rules and Regulations and shall be held responsible for ensuring that they are faithfully observed by their families, guests, agents, invitees, servants, employees, lessees and other persons over whom they exercise control and supervision.

The Association's Rules, unless and until otherwise amended, shall be as follows:

PARKING/DRIVING/ACCESS:

1. All speed limits shall be obeyed. Unless otherwise posted with a speed limit sign, the speed limit on all streets shall be 25 miles per hour. No parking in the turn lanes, exception vendors temporarily parked there to perform a job. Violators may be subject to a fine and/or suspension of transponders.

2. Pickup trucks must be parked in the garage of Dwelling Units, and vehicles may not be parked on any street, roadway, or yard within the Eagle Trace community overnight. Overnight parking is defined as Midnight to 6:00 a.m., 7 days per week. In the event temporary overnight parking of a Pickup truck not enclosed in a Dwelling Unit, street or yard parking is necessary, the Owner or Occupant must notify the Association's manager at least three (3) days prior to the date that additional parking is required. The Association's manager may withhold approval, in the manager's discretion, if such parking shall be deemed a nuisance.

3. Vehicles parked anywhere within the Eagle Trace community (including on driveways of Dwelling Units) must be in legally drivable condition with current valid license tags and registration and must be appropriately insured. No vehicle repairs may be performed anywhere within the Eagle Trace community (including in driveways).

4. No visitors shall be permitted in the Eagle Trace community unless, upon telephone inquiry from the Gatehouse, specific permission from an Owner or Occupant is

provided to authorize the visitors to enter and to proceed DIRECTLY to a Dwelling Unit. Residents should call the voice authorization system or use the WebGuest App in advance to expedite admission if the guest is expected. Residents may not permit visitors to use an Owner's or Occupant's name to enter Eagle Trace for the purpose of touring through the community, and visitors are not permitted to "tailgate" into the community by following another vehicle through the gate without authorization.

5. No go-carts, mini-bikes, dirt bikes, all terrain cycles, off-road vehicles, or any other unlicensed motorized vehicles or conveyances shall be operated on the Association's Common Areas. This is in addition to, and is not in limitation of, any other obligations or restrictions contained in these Rules, the Declaration, or any other governing document of the Association.

6. Golf carts shall be used only during daylight hours on roadways within the Association for the purpose of gaining access to, and egress from, the Association's clubhouse. Only electric-powered golf carts shall be permitted. No golf cart required by applicable law to be registered and/or bear a license plate shall be permitted unless the foregoing requirements have been met, and proof of compliance is furnished to the Association's manager. ANY PERSONS OPERATING A GOLF CART ON THE ASSOCIATION'S COMMON AREAS SHALL DO SO AT THEIR OWN RISK, and use of a golf cart constitutes the user's agreement to hold harmless the Association from and against any and all claims or losses of any nature or kind whatsoever arising from such use.

7. Commercial vehicles must use the east and west gates and will be permitted access to the Eagle Trace community, only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday ("Permitted Work Hours"). No construction, maintenance or repair work, deliveries or moving shall be permitted outside the Permitted Work Hours, specifically including on Sundays, New Year's Day, Memorial Day, the Fourth of July, Thanksgiving, or Christmas Day, except in the event of emergency. Commercial vehicles may not be parked in anywhere in the Eagle Trace community overnight. This restriction does not apply to food delivery, Amazon, Postal delivery service providers or utility providers.

MAINTENANCE OF PROPERTY AND COMMON AREAS:

8. No sign, advertisement, notice, or other lettering for commercial purposes (including "for sale" or "for rent" signs, open house signs, posters, or circulars directed to Owners or Occupants of Eagle Trace) shall be exhibited, displayed, inscribed, painted, posted, or otherwise affixed in or upon any part of a Dwelling Unit or Single Family Lot, or on the Association's Common Areas. Notwithstanding the foregoing, a security alarm sign not to exceed 1' X 1' may be displayed. Political signs may not be installed prior to fifteen (15) days before the election and must be removed within two (2) days after the election.

9. The Association's Common Areas shall not be obstructed, abused, defaced, damaged, destroyed or littered in any manner whatsoever by an Owner, an Occupant, or their respective families, guests, agents, invitees, servants, employees, lessees and other persons, and shall not otherwise be used by any of the foregoing for

any purpose.

10. The Association Common Areas shall not be used for any type of business or commercial purposes, except by the Association in its sole discretion.

11. Household trash pickup is every Tuesday and Friday, or such other days as may be determined by the waste management company servicing the Eagle Trace community. Vegetative and bulk waste is currently picked up on Friday, or such other day as may be determined by the waste management company servicing the Eagle Trace community. Trash, bulk, or vegetative waste may not be placed by the curb earlier than 5:00 p.m. the day prior to scheduled pickup; otherwise, the Association may arrange to remove the items at a cost to be assessed to the Owner. All trash and containers must be removed from street view the day of scheduled pickup, regardless of whether the waste management company fails to pick up the items on the scheduled day.

12. It is the responsibility of the homeowner to properly remove the leaves from their yard. Leaves may not be blown into the street, a neighbor's yard, or the storm drains. Not only is this a code violation (City Ordinance Sec. 250835), it also causes the storm drains to back up, which becomes a flood hazard. Please notify all contractors of this as well.

13. Birdbaths and statuary (including figurines) on Single Family Lots or other portions of a Dwelling Unit are not permitted if visible from the street unless approved by the Board. Fountains must be properly maintained, cleaned regularly, and must operate from 8:00 a.m. to 6:00 p.m. each day. Unmaintained or inoperable fountains must be promptly removed from the property.

LEASING:

14. Each Owner who leases a Dwelling Unit shall, within fifteen (15) days after entering into a lease or renewing a lease, deliver to the Secretary of the Association a copy of such lease or, in writing, the names of the lessor, the lessee, the address, and the beginning and ending dates of the lease. Such lease or written information shall be used by the Association solely for the purpose of prohibiting access of unauthorized persons and shall be provided to the Secretary of the Association.

15. No lease agreement shall be for a term of less than four (4) months, and no Dwelling Unit may be leased more than twice in any twelve (12) month period, regardless of the term of the lease term.

16. Transponders, or other security access mechanisms, shall be issued only to vehicles registered to members of the Association or Occupants of Dwelling Units within the Association, with such vehicles registered to addresses within Eagle Trace unless otherwise authorized by the Board. Such transponders or other security access mechanisms must be properly and permanently affixed to said vehicles.

17. Owners may purchase transponders at a cost of \$20.00 for a windshield transponder and \$40.00 for a headlight transponder (or such other amount as may be determined by the Board of Directors) for vehicles owned or operated by persons residing

in a Dwelling Unit, plus two (2) additional guest transponders at a cost of \$50.00 each. Transponders purchased by Owners for use of persons residing in a Dwelling Unit shall be effective until such time as the Owner no longer owns a Dwelling Unit within the Eagle Trace community. Guest transponders will expire after twelve (12) months but may be renewed at a cost of \$50.00 per year (or such other amount as may be determined by the Board of Directors). No refunds will be given for any unused portion of the twelve (12) month period. Replacement transponders (either from a broken windshield or a damaged transponder) will cost \$20.00 for a windshield transponder and \$40.00 for a headlight transponder.

18. Tenants, as reflected on a lease agreement, may purchase transponders for vehicles owned or operated by persons residing in a Dwelling Unit, and will expire at the end of the lease term. Transponders are not available for persons who are not named on the lease agreement.

19. Transponders are subject to deactivation if any amount owed to the Association remains unpaid for a period of 90 days or more, or for violations which are not remedied in a timely manner pursuant to the Association's violation policy, as may be amended from time to time.

NUISANCES:

20. There shall be no vending, peddling or soliciting orders for sale or distribution of any merchandise, devices, services, periodicals, books, pamphlets, or other matter of any kind whatsoever, anywhere in Eagle Trace without the prior written consent of the Association. There shall be no garage or lawn sales, or the like.

21. No Owner or Occupant shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, employees of Association's contractors or vendors, the Association's manager, or its gatehouse staff.

22. No outdoor game court lighting, except patio and pool lighting, shall be permitted after 10:00 p.m. Security lighting can be bright and disturbing to neighbors and is permitted only with a motion sensor. When replacing exterior lightbulbs, preference should be given to warm white LED bulbs in order to reflect the hue of the street lights throughout the Eagle Trace community. Colored lights of any type are permitted only during the holiday season.

23. Pet owners shall curb their pets and are responsible to immediately remove and dispose of their pet's waste. All pets shall be kept on a leash, and under the control of the pet owner at all times when outside a Dwelling Unit. Should the pet owner violate Broward County Code Section 4-8 by not picking up and removing their pet's waste, such pet owner may be cited pursuant to Broward County Code Section 4-29. Violators may be subject to fines and/or suspension of transponders.

24. Holiday lighting and decorations are permitted to be placed upon the exterior portions of a Dwelling Unit for display up to 30 days prior to the holiday and must be

removed no later than 15 days after the holiday. Christmas, Hanukkah, and Kwanza decorations may be placed upon the exterior portions of a Dwelling Unit for display from November 1st through January 15th. Colored lights of any type are permitted only during the holiday season.

25. As Florida is a state with natural wildlife and vegetation, animals, reptiles, and insects are attracted to trash that is not properly secured. Please properly secure all waste in a sealed receptacle. Further, refrain from feeding wildlife (including ducks), as it is against Florida law to do so.

26. **Swimming and Fishing.** Swimming and boating are prohibited within any of the lakes or waterbodies within or adjacent to Eagle Trace. Fishing is only permitted in an owner's own backyard. Fishing is prohibited in all common areas or in another owner's lot.

27. Loud noise that could be a disturbance or nuisance to neighboring homes is not permitted at any time and includes (but is not limited to) outdoor parties, music/television, loud conversations, and barking dogs. Loud music or television must be turned off by 10:00 p.m., and outdoor parties must end by 11:00 p.m.

28. **Commercial Activities.** No commercial or business activity shall be conducted in any Lot within Eagle Trace. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, employees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Eagle Trace. No solicitors of a commercial nature shall be allowed within Eagle Trace, without the prior written consent of Association.

EXTERIOR ALTERATIONS:

29. All landscaping in common areas and on private parcels is strictly regulated under the Eagle Trace Community Declaration and landscaping regulations adopted by the City of Coral Springs, all as amended from time to time. All new landscaping must be submitted with a landscape plan in accordance with the afore-described landscaping regulations. Existing landscaping may not be changed without submitting a proposed landscape plan to the Board for review and approval by the Board and/or the Association's Landscape Committee.

30. Applications for all architectural changes or proposed architectural changes to a Dwelling Unit (including, but not limited to, renovations, alteration of existing architectural elements such as the roof, driveway, fencing, screening, windows and doors, and installation of recreational equipment) must be submitted to the Board for approval. ARC approval is needed even if painting the same color. Driveways, walls, and architectural appurtenances shall not be changed without first submitting an application to the Board for approval. Such applications may, at the discretion of the Board, be reviewed for recommendations and/or approval by an Architectural Review Committee to be established by the Board. All proposed

changes must be submitted to the Board in writing, together with copies of all with appropriate plans, permits, product information, or other information as may be required by the Board and/or the Architectural Review Committee at least (30) days in advance of any planned work, and no work may be performed unless and until approved by the Board and/or the Architectural Review Committee. The Board and/or the Architectural Review Committee may, in their sole discretion, deny applications for exterior color changes that, in the opinion of the Board or the Architectural Review Committee, would be inharmonious, discordant, or incongruous for the Neighborhood in which the Dwelling Unit is located. The failure to obtain architectural changes or proposed architectural changes to a Dwelling Unit without prior Association approval will be subject to a fine of \$100 and suspension of all household transponders for fourteen (14) days.

FINES AND ASSESSMENTS:

31. In accordance with Florida Statutes Chapter 720, the Association may levy reasonable fines in the manner prescribed by law. A fine may not exceed \$100 per violation per day (not to exceed \$1,000.00 in the aggregate) and may be levied against any Owner or Occupant or their respective tenants, guests, or invitees for the failure of the Owner or Occupant or their respective tenants, guests, or invitees to comply with any provision of the Declaration, the Bylaws of the Association, or the Association Rules or other governing documents.

32. Member's assessments shall be paid promptly. Failure to comply may result in additional expenses to the owner.

33. Owners and Occupants shall be responsible for the conduct of their guests and invitees, and shall pay all costs of damage, enforcement, or other costs related to violations committed or incurred by such guests and invitees.

FUTURE MODIFICATION:

34. The Board reserves the right to amend, supplement, and/or modify these Rules at any time, and to make such other rules as in the judgment of the Board may, from time to time, be necessary for the aesthetic enhancement and efficient operation of the Eagle Trace community, as well as to protect and preserve its safety, cleanliness, and good order.