

INSTR # 101449744 OR BK 32314 PG 1562

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This instrument prepared by and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5012

(561)655-6224

RESOLUTION CONCERNING USE OF EAGLE TRACE COMMUNITY ASSOCIATION, INC.'S PROPERTY BY MEMBERS OF VENETIAN ISLES AT LAKE CORAL SPRINGS COMMUNITY ASSOCIATION, INC.

WHEREAS, VENETIAN ISLES AT LAKE CORAL SPRINGS COMMUNITY ASSOCIATION, INC. ("Venetian Isles Association") is the homeowners' association responsible for the administration of that development known as "Venetian Isles at Lake Coral Springs" pursuant to the Declaration of Restrictions and Covenants for Venetian Isles at Lake Coral Springs ("Venetian Isles Declaration");

WHEREAS, the Venetian Isles Declaration is recorded in Official Records Book 29009 at Page 0170, and as amended by an instrument recorded in Official Records Book 30843 at Page 0165, each in the Public Records of Broward County, Florida;

WHEREAS, EAGLE TRACE COMMUNITY ASSOCIATION, INC. ("Eagle Trace Association") is responsible for administering certain property located in Broward County, Florida as set forth in the Declaration of Covenants and Restrictions, originally recorded in Official Records Book 11230 at Page 152, of the Public Records of Broward County, Florida.

WHEREAS, on December 13, 2000 the Venetian Isles Association, the Eagle Trace Association, and LENNAR HOMES, INC. entered into the "Tri-Party Agreement Respecting Venetian Isles and Eagle Trace" ("Agreement") a true and correct copy of which is attached as Exhibit "A".

WHEREAS, the Agreement was amended by a "First Amendment to Tri-Party Agreement Respecting Venetian Isles and Eagle Trace" ("Amendment"), a true and correct copy of which is attached as Exhibit "B".

NOW THEREFORE, the board of directors of the Venetian Isles Association resolve and adopt as a regulation that: any right by Venetian Isles Association members to utilize the "Lennar Courts", "Lennar Sidewalk" or any facilities as set forth in the Agreement and the Amendment, are subject to the provision of the Agreement and the Amendment.

Witnessed by:
Signature Here: Deul M Dones Print Name Here: Deul M Jones Print Name Here: Deul M Jones Michael R. Adler, President
Signature Here: Signature Here
STATE OF FLORIDA)
COUNTY OF PALM BEACH)
The foregoing instrument was acknowledged before me this day of September, 2001 by Michael R. Adler and Greg Jones, President and Secretary, respectively of Venetian Isles at Lake Coral Springs Community Association, Inc. who are personally known to me or who have produced
as identification and who did take an oath that the
Signature Here: Carrie Lynne Riggle Commission # DD 014696 Expires May 19, 2008 Name Here: Corric Riggle Commission # DD 014696 Expires May 19, 2008 Name Here: Notary Public, State of Florida Serial Number:
My commission expires:

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THIS TRI-PARTY AGREEMENT RESPECTING VENETIAN AND EAGLE TRACE (this "Agreement") is entered into this 13" day of December, 2000 by and among Lennar Homes, Inc., a Florida corporation ("Lennar"), Eagle Trace Community Association, Inc., a Florida not-for-profit corporation ("Eagle Trace") and Venetian Isles at Lake Coral Springs Community Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

- A. Lennar is the owner of four (4) tennis courts (the "Lennar Courts") located adjacent to the Eagle Trace tennis club (the "Tennis Facility") in Broward County, Florida.
- B. Lennar also is the owner of certain green areas adjacent to the Lennar Courts in Broward County, Florida as set forth on Exhibit A-1 attached hereto (the "Green Areas"). The Lennar Courts together with the Green Areas shall hereinafter be referred to as the "Lennar Property", which is legally described on Exhibit A attached hereto and made a part hereof.
- C. Eagle Trace is the entity responsible for the maintenance, upkeep and administration of the Tennis Facility, which contains a total of 5 tennis courts, excluding the Lennar Courts.
- D. Association is the homeowners association responsible for the Venetian Isles at Lake Coral Springs Community, legally described on Exhibit B attached hereto and made a part hereof ("Venetian Isles"), located near the Tennis Facility in Broward County, Florida.
- E. Eagle Trace has agreed to extend perpetual use rights of the Tennis Facility, without charge, to the residents of Venetian Isles in return for a conveyance of the Lennar Property, subject to certain conditions as hereinafter set forth.

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EXHIBIT "A_"

F. Lennar, Eagle Trace and Association desire to enter into this Agreement regarding the Lennar Property as set forth below.

NOW THEREPORE, in consideration of the consideration paid and other agreements set forth herein, the parties hereby agree as follows:

- 1. Recitals. The Recitals set forth above are true and correct and form a part of this Agreement.
- 2. Closing Procedure and Closing Contingency as to the Sale of the Lennar Property. Upon the satisfaction of the contingencies as hereinafter set forth, but in no event later than January 31, 2001, unless extended by Eagle Trace and Lennar, Lennar hereby agrees to convey to Eagle Trace and Eagle Trace agrees to purchase from Lennar, the Lennar Property conditioned upon the following conditions precedent, which conditions must be satisfied at or prior to the closing:
 - a. Upon the approval of the majority of members present in person or by proxy at a duly called meeting of the Association. In the event the majority of the members do not approve this Agreement at a members' meeting, then this Agreement shall be null and void and the parties shall be released from the terms of this Agreement. If this Agreement is approved, then the President (or the Vice President) of the Board shall execute this Agreement immediately.
 - b. Closing is contingent upon the approval of all applicable governmental agencies as may be required. This contingency must be satisfied by March 30, 2001 or this Agreement shall be null and void and the parties shall be released from the terms of this Agreement.
 - c. The closing is contingent upon Lennar conveying marketable title by Special Warranty Deed, as hereinafter set forth, subject to qualifications in this Agreement

and all matters of record affecting the Lennar Property. Marketable title shall be determined in accordance with applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Lennar shall provide a copy of its prior title insurance policy, if available. Eagle Trace shall have five (5) days from the date of receiving evidence of title to examine it. If title is found defective, Eagle Trace shall within the five days notify Lennar in writing specifying the defect(s). If defect(s) render title unmarketable, Lennar will have thirty (30) days from receipt of notice to remove the defects, failing which Eagle Trace shall, within five (5) days after expiration of the thirty days period, deliver written notice to Lennar either: (1) extending the time for a reasonable period not to exceed one hundred-twenty days (120) within which Lennar shall use diligent effort to remove the defects; or (2) termination of this Agreement and the parties shall be released from one another. If Eagle Trace fails to notify Lennar within five (5) days of receipt of evidence of title, Eagle Trace shall be deemed to have accepted the title as it then is. Lennar shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided therefor. Notwithstanding the foregoing, Lennar shall not be obligated to spend money or bring litigation to clear any title defect unless such title defect was caused solely by Lennar's actions (e.g., construction lien relative to Lennar's work). If Lennar is unable to timely correct the defects, Eagle Trace shall either waive the defects, or cancel this Agreement, thereby releasing the parties from one another and

d. Closing is contingent upon a survey showing no encroachments or any other matters materially or adversely affecting the Lennar Property and/or Eagle Trace's intended use of the Lennar Property after the date of closing. Lennar shall produce a survey in accordance with Paragraph 3 as hereinafter set forth.

this Agreement shall be null and void.

e. This closing is contingent upon a clear Phase I Environmental Inspection to be

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performed at Eagle Trace's sole cost and expense. This contingency must be satisfied by the earlier of March 30, 2001 or satisfaction of Section 2(b) of this Agreement, or this Agreement shall be null and void and the parties shall be released from the terms of this Agreement.

- This closing is contingent upon there being no suits, actions, proceedings or f. investigations pending or threatened before any federal or state court, or any governmental department, commission board, bureau of instrumentality against Lennar involving the Lennar Property, and no proceeding shall be pending or threatened to change, redesignate, or redefine the zoning classification of the Lennar Property or to condemn, take by the power of eminent domain or otherwise appropriate or dedicate any portion of the Lennar Property or any other property adjoining the Lennar Property; and on the date of closing Lennar shall be a corporation in good standing. At time of closing Lennar shall furnish to Eagle Trace an affidavit attesting to the absence, unless otherwise provided herein, of any financing statement, claims of lien, or potential lienors known to Lennar, and further attesting that there have been no improvements or repairs to the Lennar Property for ninety (90) days immediately preceding the date of closing, which remain unpaid. The affidavit shall also indicate that there are no parties in possession. The form of Lennar's affidavit is attached hereto as Exhibit F.
- g. At time of closing, the parties hereby agree that taxes, assessments, and any other expenses of the Lennar Property shall be prorated through the day before closing.

In the event of failure of any of the foregoing contingencies, Eagle Trace shall have the right to waive any contingency and close on the transaction contemplated herein. In the event Eagle Trace does not close on the transaction, then Eagle Trace and/or Lennar shall be entitled to terminate this Agreement, which shall then be null and void and the parties shall be released from the terms of this

Agreement hereafter.

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- 3. <u>Survey</u>. Within thirty (30) days of the signing of this Agreement by all parties, Lennar shall provide to Eagle Trace, at Lennar's sole cost and expense, a survey of the Lennar Property which will show the access points, if any.
- 4. Sidewalk. Currently, a portion of a sidewalk exists adjacent to the Lennar Property as described on Exhibit C attached hereto (the "Lennar Sidewalk") and is owned by Lennar. Lennar will create a new-exclusive easement over the Lennar Sidewalk in favor of Eagle Trace simultaneously with the conveyance of the Lennar Property to Eagle Trace. Eagle Trace agrees to maintain the Lennar Sidewalk in the same manner as set forth in Section 7 hereof, including maintenance, repair and insurance thereof. Residents of the neighboring Viscosya at Lake Coral Springs Community ("Viscosya") shall have easement rights over the portion of the Leaner Sidewalk adjacent to the tennis courts owned by the Vizcosya at Lake Coral Springs Community Association, Inc. ("Vizcosya Association") for pedestrian purposes and for easess to the property contiguous to the tennis courte used by the Vizcosya residente formaintenance purposes. This Section 4 shall not be contingent upon the approval of this Agreement by the members of the Association.
- 5. Setback Issue. Once the Lennar Property is conveyed, it is possible that one of the tennis courts within the Lennar Property and one of the tennis courts owned by the Vizcaya Association may be so close in proximity to one another as to violate applicable setback requirements. In the event a variance is required to address the setback violation, the parties hereto agree to fully cooperate in the support of obtaining a variance. Lennar further agrees to cause the Vizcaya Association to support the variance. Eagle Trace shall be responsible for all costs, expenses and the application for the variance.
- 6. Conveyance of Lennar Property. Subject to the provisions in Paragraph 2, Lennar agrees to convey the Lennar Property to Eagle Trace pursuant to a Special Warranty Deed in the form attached

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as Exhibit D hereto. Lennar will also provide a Bill of Sale for any personal property within the Lennar Property in the form attached as Exhibit E hereto. Once the Lennar Property is conveyed to Eagle Trace, such property shall be deemed to comprise part of the Tennis Facility. Eagle Trace shall pay all costs of the conveyance including, without limitation, transfer taxes and title insurance (to be provided, if at all, by counsel for Eagle Trace). Prior to the conveyance of the Lennar Property, Lennar agrees to grade the Green Areas and remove from the surface of the Green Areas all rocks layered therein 3" in diameter and any other debris.

- 7. Maintenance. Lennar has entered into a contract to repair the electrical system serving the Lennar Property with a contractor recommended by Eagle Trace. Eagle Trace will pay for the cost of the electrical system repair ("Electrical Repair") within the Lennar Courts at an approximate cost of \$16,000.00. Eagle Trace shall pay the Electrical Repair expenses to Lennar upon presentation of an invoice and certification, to Eagle Trace's reasonable satisfaction, that the Electrical Repair has been completed. Thereafter, Eagle Trace shall be solely responsible for the ownership, maintenance, repair and replacement of the Tennis Facility including, without limitation, the Lennar Property. Eagle Trace agrees that the Tennis Facility will always be maintained in a good and safe condition, consistent with the current conditions of the Tennis Facility. Without limiting foregoing, Eagle Trace shall maintain the irrigation system, electrical system, and any tennis specific equipment (i.e., nets) in compliance with any governmental requirements that may apply. Eagle Trace shall maintain adequate insurance for the repair or replacement of the Tennis Facility in the event of a casualty. In addition, Eagle Trace shall maintain liability insurance covering the entire Tennis Facility in such amounts and with such limits as are customary for such facilities.
- 8. <u>Payment</u>. Eagle Trace shall pay Lennar \$20,000.00 upon conveyance of the Lennar Property to Eagle Trace.
- 9. <u>Use by Venetian Isles Residents</u>. Eagle Trace will allow Venetian Isles residents to have all of the same general rights as Eagle Trace residents with respect to use of the tennis courts and other

facilities (including the Lennar Sidewalk) at the Tennis Facility, without payment of any assessments or use fees. At all times Eagle Trace shall treat Venetian Isles residents in the same manner as Eagle Trace residents who have not purchased a membership in the Tennis Facility. At no time shall Eagle Trace take any action relative to the Tennis Facility which is discriminatory against the residents within Venetian Isles. Rights of the Venetian Isles residents for use of Tennis Facility shall run with the land; the transfer of fee title to a home within Venetian Isles shall terminate such resident's use rights to the Tennis Facility and shall pass to the subsequent Owner and/or resident of the home. Eagle Trace shall have the right to create reasonable rules and regulations concerning access to the Tennis Facility, so long as such rules are not discriminatory and apply equally to all Eagle Trace and Venetian Isles residents.

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- 10. Right to Purchase Additional Benefits. Venetian Isles residents shall have the right to purchase full memberships in the Tennis Facility from Eagle Trace if they would like to have additional benefits (i.e., advanced reservation ability). The price of a full membership to the Tennis Facility for the Venetian Isles residents will be the same as the Eagle Trace residents' membership price, which price is subject to change. The current rates which are subject to change for Eagle Trace residents are: \$500 plus tax for a single resident and \$800 plus tax for a resident family. The current use fees which are subject to change for Eagle Trace residents are \$7.50 per person per play.
- 11. Rights and Obligations of Eagle Trace. If Eagle Trace decides in the future to discontinue the availability of tennis play at the Tennis Facility to Eagle Trace and Venetian Isles residents, then Eagle Trace must notify the Association in writing. Within thirty (30) days of receipt of notification, Association shall advise Eagle Trace whether it desires Eagle Trace to convey the Lennar Property to the Association. If Association does not desire such reconveyance, then Eagle Trace may dispose of the Lennar Property as it deems appropriate. Otherwise, Eagle Trace shall convey the Lennar Property to Association by Special Warranty Deed and Bill of Sale substantially in the form attached hereto and Association shall pay all of the costs of such conveyance together.

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- 12. Conveyance of Tennis Facility and/or Lennar Property to Third Parties. In the event that Eagle Trace decides in the future to sell or convey the Tennis Facility and/or the Lennar Property to a third party, the rights in favor of the Venetian Isles residents set forth in this Agreement shall be included in any deed of conveyance and shall be binding upon such third party, its successors and/or assigns.

13. Notice. All notices to be given to the parties hereunder shall be deemed effective upon receipt or refusal to accept receipt, if made in writing and personally delivered or delivered by United States registered or certified mail, return receipt requested, or by professional overnight delivery service, addressed as follows:

If to Lennar:

Lennar Homes, Inc.

8190 State Road 84

Davie, FL 33324

Attn: Division President

If to Eagle Trace:

Eagle Trace Community Association, Inc.

c/o Steven Weinberg, Esq.

Frank, Weinberg, Black. P.L.

7805 S.W. 6th Court

Plantation, FL 33324

If to Association:

Venetian Isles at Lake Coral Springs Association, Inc.

c/o Sunrac Management Services, Inc.

7071 W. Commercial Blvd., Suite 2B,

Tamarac, FL 33319

The addresses set forth above may be amended by written notice to the other parties.

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14. Governing Law. This Agreement shall be interpreted according to the laws of the State of Florida, where all of the transactions, events and occurrences took place and where this Agreement has been negotiated and executed.

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- 15. Arbitration. Any claim, controversy or dispute arising out of or relating to this Agreement, shall be determined by binding arbitration rules of the American Arbitration Association (hereinafter referred to as "AAA"). Three (3) arbitrators shall conduct the arbitration, one of whom shall be appointed by Eagle Trace and one of whom shall be appointed by Association. The first two arbitrators shall appoint the third arbitrator. The arbitrators shall be selected from a list of arbitrators submitted by the AAA. The place of arbitration shall be in Broward County, Florida. The law of the State of Florida shall apply. Any court having proper jurisdiction may enforce the arbitration award. The prevailing party in any such action shall be entitled to reasonable attorney's fees, paraprofessional fees and costs at trial and upon appeal.
- 16. Severability. This Agreement is intended to be as broad and inclusive as Florida law permits. In the event that any term, provision, covenant or condition of this Agreement is found to be invalid, illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect as of this Agreement had been executed with the invalid portion eliminated.
- 17. Effective Date. This Agreement shall only come into effect upon the execution of this Agreement by all parties hereto. No party shall be bound by this Agreement unless and until all the parties hereto have executed this Agreement.
- 18. Counterparts. This Agreement may be executed in counterparts, a complete set of which shall

form a single original document.

WITNESS WHEREOF, the parties have caused these presents to be executed and their seals to be affixed the day and year first above written.

WITNESSES:

Print Name:

rint Name:

LENNAR HOMES, INC., a

Florida corporation

By: ____

_..

(SEAL)

WITNESSES:

Dariest Moment

Print Name:

Rosanna W. Weber

VENETIAN ISLES AT LAKE CORAL

SPRINGS COMMUNITY ASSOCIATION,

a Florida not for profit corporation

....

Name: TORY ESERM.

Title

{SEAL}

[SIGNATURES CONTINUE ON NEXT PAGE]

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WITNESSES:

Print Name:

Panestine: LOUIS Bridum

EAGLE TRACE COMMUNITY

ASSOCIATION, a Florida not for profit

corporation

Зу: _____

Vame: LARRY MOLINA

Title: PRESIDENT

(SEAL)

[NOTARIES ON THE FOLLOWING PAGES]

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STATE OF FLORIDA)
) SS .:
COUNTY OF BROWARD)
The foregoing instrument was acknowledged before me this /> day of cember
2000 by D. Scott Wood / Las Vice President of LENNAR HOMES, INC., a Florida
corporation, who is personally known to me or who produced
as identification, on behalf of the corporation.
My commission expires:
TANAC CARTELL NY COMMERCIA SCC NOTES INV COMMERCIA SCC NOTES EXPERIENCE August 8, 2004 Print name: TANA C. (Am/bev.) Print name: TANA C. (Am/bev.)
STATE OF FLORIDA)
) \$\$.:
COUNTY OF BROWARD)
The foregoing instrument was acknowledged before me this 3 day of <u>December</u> 2000 by <u>Torey Esuman</u> as <u>President</u> of VENETIAN ISLES AT
LAKE CORAL SPRINGS COMMUNITY ASSOCIATION, INC., a Florida not for profit
corporation, who is personally known to me or who produced
as identification, on behalf of the corporation.
My commission expires: NOTARY PUBLIC, State of Florida at Large NOTARY PUBLIC, State of Florida at Large Print name: #05Gnng M. Weber Rosanna Molinari Rosanna Molinari

STATE OF FLORIDA)

) SS .:	Ŋ.		
COUNTY OF BROWARD)	\ \		
				_ 4
The foregoing	instrument was	acknowledged beto	ore me this 12 day of Dec	مجد
2000 by Carry Ma	lina	as Police	dent of EAGLE TRA	.CE
COMMUNITY ASSOCIATI	ON, INC., a Flor	ida not for profit corp	poration, who is personally kno	ırwc
to me or who produced/	9. Oris	Lic.	as identification,	, on
behalf of the corporation.				
My commission expires:			aur	
		NOTARY P	PUBLIC State of Florida at La	uge
		Print name:		
	@ "	PROVIDE A VERMINATION OF CO. MARKET PROVIDED C	Steven A. Weinberg	

FIRST AMENDMENT TO

TRI-PARTY AGREEMENT RESPECTING VENETIAN ISLES AND EAGLE TRACE

THIS FIRST AMENDMENT TO TRI-PARTY AGREEMENT RESPECTING VENETIAN AND EAGLE TRACE (this "First Amendment") is entered into by and among Lennar Homes, Inc., a Florida corporation ("Lennar"), Eagle Trace Community Association, Inc., a Florida not-for-profit corporation ("Eagle Trace") and Venetian Isles at Lake Coral Springs Community Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

- A. Lennar, Eagle Trace and Association entered into that certain Tri-party Agreement Respecting Venetian and Eagle Trace ("Agreement") dated the 13th of December, 2000 respecting four (4) tennis courts (the "Lennar Courts") and green areas located in Broward County, Florida.
- B. Lennar, Eagle Trace and Association desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the consideration paid and other agreements set forth herein, the parties hereby agree as follows:

- 1. Recitals. The Recitals set forth above are true and correct and form a part of this First Amendment.
- 2. <u>Right to Purchase Additional Benefits</u>. The last sentence of Section 10 of the Agreement is hereby deleted in its entirety.
- 3. Rights and Obligations of Eagle Trace. The word "together" in the last sentence of Section 11 of the Agreement is hereby deleted.
- 4. <u>Use by Venetian Isles Residents</u>. The first sentence of Section 9 of the Agreement is hereby modified so that the words "access to and" are added and shall read as follows: "Eagle Trace will allow Venetian Isles residents to have all of the same general rights as Eagle Trace residents with respect to access to and use of the tennis courts and other facilities (including the Lennar Sidewalk) at the Tennis Facility, without payment of any assessments or use fees."
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, a complete set of which shall form a single original document.



WITNESS WHEREOF, the parties have caused these presents to be executed and their seals to be affixed the day and year first above written.

Print Name: Steven A. Weinberg	By:
Print Name: Print Name:	VENETIAN ISLES AT LAKE CORAL SPRINGS COMMUNITY ASSOCIATION INC., a Florida not for profit corporation By:
Print Name: Steven A. Weinberg Print Name: Steven A. Weinberg Print Name: Steven A. Weinberg	EAGLE TRACE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation By:
	{SEAL}

STATE OF FLORIDA) SS.:
COUNTY OF BROWARD)
The foregoing instrument was acknowledged before me this 9 day of April, 2001 by
My commission expires: WY COMMISSION CC 192020 WY COMMISSION CC 192020 PUBLIC State of Florida at Large Steven A. Wellaberg
STATE OF FLORIDA) SS.: COUNTY OF BROWARD)
The foregoing instrument was acknowledged before me this 2 day of Hay, 2001 by Michael Adlen as Pres. of VENETIAN ISLES AT LAKE CORAL SPRINGS COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced as identification, on behalf of the corporation.
My commission expires: NO TARY PUBLIC, State of Florida at Large Richard S. Public and Large Time December 10, 2003
STATE OF FLORIDA) SS.: COUNTY OF BROWARD)
The foregoing instrument was acknowledged before me this 9 day of poil, of EAGLE TRACE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced
My commission expires: NOTABLE UBLIC, State of Florida at Large Print, name Steven A. Weinberg STEVEN A. WEINBERG EXPIRES: April 5, 2004 EXPIRES: April 5, 2004 EXPIRES: April 5, 2004 EXPIRES: April 5, 2004

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