

**EAGLE POINTE**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF EAGLE POINTE**

TABLE OF CONTENTS  
OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
EAGLE POINTE

ARTICLE I	
DEFINITIONS . . . . .	2
ARTICLE II	
PROPERTY SUBJECT TO THIS DECLARATION . . . . .	6
Section 1. Existing Property . . . . .	6
Section 2. Additions to Existing Property . . . . .	6
ARTICLE III	
COMMON AREA AND LIMITED COMMON AREA . . . . .	8
ARTICLE IV	
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION . . . . .	10
Section 1. Membership . . . . .	10
Section 2. Voting Rights . . . . .	10
Section 3. Election or Appointment of Board; Reserved Rights of Declarant . . . . .	11
ARTICLE V	
EASEMENTS . . . . .	12
Section 1. Easements for Utilities, Etc . . . . .	12
Section 2. Easements for Use and Enjoyment . . . . .	13
Section 3. Easement for Entry . . . . .	14
Section 4. Easement to Feather Sound Association, Inc . . . . .	15
Section 5. Easement for Wall . . . . .	15
Section 6. Easement for Cable and Utilities . . . . .	16
Section 7. Easement for Private Lakes . . . . .	16
Section 8. Easement for Maintenance . . . . .	16
Section 9. Damages . . . . .	16
Section 10. Right of Access to Lots. . . . .	17
ARTICLE VI	
THE ASSOCIATION . . . . .	17
Section 1. Functions and Services . . . . .	17
Section 2. Obligation of the Association . . . . .	20
Section 3. Association Actions Requiring Approval . . . . .	20
ARTICLE VII	
COVENANT FOR MAINTENANCE . . . . .	21
Section 1. By the Association . . . . .	21
Section 2. By the Owner . . . . .	21
Section 3. Failure to Maintain . . . . .	22

ARTICLE VIII	
ASSESSMENTS . . . . .	23
Section 1. Creation of the Lien and Personal Obligations of Assessments . . . . .	23
Section 2. Annual Assessments . . . . .	24
Section 3. Special Assessment . . . . .	24
Section 4. Individual Assessments . . . . .	25
Section 5. Date of Commencement of Assessments; Due Dates	25
Section 6. Computation of Assessment . . . . .	25
Section 7. Assessments Payable to Feather Sound Association, Inc . . . . .	26
Section 8. Initial Reserve Fund . . . . .	27
Section 9. Liens for Assessments . . . . .	27
Section 10. Subordination of the Lien to First Mortgages; Mortgagees Rights . . . . .	29
Section 11. Assessment Obligation of Declarant . . . . .	29
Section 12. Exempt Property . . . . .	31
ARTICLE IX	
FEATHER SOUND . . . . .	31
Section 1. Ownership in Feather Sound . . . . .	31
Section 2. Supremacy of Master Declaration . . . . .	32
Section 3. Termination of the Association . . . . .	32
ARTICLE X	
ARCHITECTURAL STANDARDS . . . . .	33
Section 1. The Architectural Review Committee . . . . .	33
Section 2. Architectural Standard . . . . .	34
Section 3. Additional Requirements . . . . .	34
Section 4. Variances . . . . .	35
Section 5. Modification Committee . . . . .	35
ARTICLE XI	
CONDEMNATION . . . . .	36
Section 1. General . . . . .	36
ARTICLE XII	
USE RESTRICTIONS . . . . .	36
Section 1. General . . . . .	36
Section 2. Residential Use . . . . .	37
Section 3. Nuisances . . . . .	37
Section 4. Unlawful Use . . . . .	37
Section 5. Insurance . . . . .	37
Section 6. Pets . . . . .	37
Section 7. Signs . . . . .	38
Section 8. Exterior Lighting . . . . .	38
Section 9. Traffic Hazards . . . . .	39
Section 10. Service Yards . . . . .	39
Section 11. Antennas, Other Devices . . . . .	39
Section 12. Temporary Structures . . . . .	39
Section 13. Water Supply and Sewerage . . . . .	40
Section 14. Fuel Storage Tanks . . . . .	40

Section 15.	Parking and Garages . . . . .	40
Section 16.	Soliciting . . . . .	40
Section 17.	Maintenance . . . . .	41
Section 18.	Trees . . . . .	41
Section 19.	Fences and Walls . . . . .	41
Section 20.	Motor Vehicles, Trailers, Etc . . . . .	41
Section 21.	Delivery and Construction Hours . . . . .	42
Section 22.	Recreation Equipment . . . . .	42
Section 23.	Lawns and Landscaping . . . . .	42
Section 24.	Subdivision . . . . .	43
Section 25.	Declarant's Sales and Construction Activities	43
ARTICLE XIII		
ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS . . . . .		43
Section 1.	Compliance by Owners . . . . .	43
Section 2.	Actions . . . . .	44
Section 3.	Right of Entry . . . . .	44
Section 4.	Fines . . . . .	45
ARTICLE XIV		
RIGHT TO MODIFY OR CANCEL . . . . .		47
ARTICLE XV		
ASSIGNMENT . . . . .		47
ARTICLE XVI		
GENERAL PROVISIONS . . . . .		48
Section 1.	Duration . . . . .	48
Section 2.	Termination . . . . .	49
Section 3.	Amendment . . . . .	50
Section 4.	Option to Re-Purchase . . . . .	50
Section 5.	Notices . . . . .	51
Section 6.	Severability . . . . .	51
Section 7.	Partition . . . . .	51
Section 8.	Gender and Grammar . . . . .	52
Section 9.	Captions . . . . .	52
Section 10.	Conveyances of Common Area and Limited Common Area . . . . .	52
Section 11.	Security . . . . .	52

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
EAGLE POINTE

THIS DECLARATION, made and executed this \_\_\_\_ day of January, 1992, by G.L.M. LAND DEVELOPMENT COMPANY, a Florida corporation, its successors and assigns, hereinafter called Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a portion of real property within Feather Sound, a master planned community, which property is described in Exhibit "A" attached herein and is also described in Article II of this Declaration, and desires to create thereon mutually beneficial restrictions under a general plan of improvement for the benefit of the real property and all of its future owners.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Article II of this Declaration, together with any improvements constructed or to be constructed thereon, is and shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, assessments and liens all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described in Article II and every part thereof and all of which shall run with the land and the title to the real property subject to this Declaration and shall be binding upon all parties having or acquiring any right, title or interest therein.

## ARTICLE I DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration, shall have the following meanings:

1. "Architectural Standards" shall mean and refer to the design criteria and building guidelines promulgated by the Architectural Review Committee as more particularly described in Article X of this Declaration.

2. "Articles" shall mean and refer to the Articles of Incorporation of Eagle Pointe Homeowners Association, Inc., attached hereto as Exhibit "B".

3. "Association" shall mean and refer to Eagle Point Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

4. "Board of Directors" or "Board" shall mean and refer to members of the Board of Directors of the Association as from time to time elected or appointed.

5. "Bylaws" shall mean and refer to the Bylaws of Eagle Pointe Homeowners Association, Inc., attached hereto as Exhibit "C".

6. "Common Area" shall mean and refer to (i) any and all real and personal property; (ii) easements; (iii) improvements; (iv) facilities; and (v) other interest including, but not limited to Roadways not dedicated to a governmental entity; now or hereafter owned by the Association for the common use and enjoyment of all of the Owners.

7. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including but not limited to maintenance of the Common Areas and Limited Common Areas, services, and any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration, the Articles, and the Bylaws.

8. "Community" shall mean and refer to all the real property described in Exhibit "A" and interests therein, which is subject to this Declaration, and any additions as may be made by the Association.

9. "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity specifically determined by the Board of Directors or its committees.

10. "Declarant" shall mean and refer to G.L.M. LAND DEVELOPMENT COMPANY, a Florida corporation, its successors and assigns; provided, however, that any successor or assign shall acquire for the purpose of development or sale any or all portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A" attached hereto, and provided further, in the instrument of conveyance to any such successor or assign, such successor or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood as to all of

the property described in the Exhibit "A" attached hereto, which is now subject to this Declaration, there shall be no more than one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

11. "Declaration" shall mean and refer to this document, entitled Declaration of Covenants, Conditions and Restrictions of Eagle Pointe, which may be amended and supplemented from time to time.

12. "Limited Common Area" shall mean and refer to any and all real and personal property, easements, improvements, facilities and other interest which are reserved for the use of Owners of certain lots to the exclusion of other Owners of certain lots.

13. "Lot" shall mean any one of the parcels of land into which the Properties have been subdivided according to the Plat thereof and all improvements located thereon.

14. "Master Association" shall mean and refer to Feather Sound Association, Inc., a Florida corporation.

15. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Feather Sound as recorded in Official Record Book 5349, Page 1429, in the Public Records of Pinellas County, Florida, and as subsequently amended or supplemented from time to time.

16. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article VI, Section 1, hereof.



17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any property located within the Community, excluding, however, the Association and any person holding such interest merely as security for the performance or satisfaction of an obligation.

18. "Person" shall mean and refer to any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

19. "Plat" shall mean and refer to that Plat or any Replat of the Properties referred to in Article II of this Declaration.

20. "Residential Unit" shall mean a portion of the Community intended for use and occupancy as a residence for single family and shall include single family houses on separately platted lots; further, the term also shall include all portions of the Lot and any structure thereon.

For purposes of this Declaration, a Residential Unit shall come into existence when a certificate of occupancy is issued by the appropriate governmental entity or when the Association, in its reasonable discretion, determines it to be substantially complete.

21. "Rules and Regulations" shall mean and refer to procedures for administering the Association and the Community as adopted by resolution of the Board of Directors.

22. "Feather Sound" shall mean and refer to that Master Planned Community which is the subject of the Master Declaration.

23. "Eagle Pointe" shall mean and refer to, and be the name of, the Community.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property.

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is \_\_\_\_\_, as recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of the Public Records of Pinellas County, Florida, being the land described and depicted upon a copy of the Plat attached as Exhibit "B".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration as follows:

A. Declarant, together with the owner of fee simple title to the property involved if other than Declarant, shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other person being required, by filing a supplemental Declaration in the Public Records of Pinellas County, Florida.

B. Additionally, Declarant shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other person being required to accomplish the following purposes:

(a) to include within the Community any portions of any rights-of-way which become abandoned and which abut the Community, or to otherwise move the boundary lines of the Community

such that at locations where possible, the boundary lines abut public ways;

(b) to include within the Community the situs of lands containing easement ways for ingress and egress and the swale areas of such easement ways which connect any private road system within the Community to the public way;

C. Upon approval in writing of the Association pursuant to a majority vote of its members, an Owner of any land who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of public record a supplemental Declaration declaring its intention and containing the legal description of the lands to be added. So long as Declarant shall control the Association, either by having elected or appointed a majority of the members of the Board of Directors, then there shall be no additions to the Community (other than as permitted under paragraphs "A" and "B" above and paragraph "D" below), unless a majority of Owners other than Declarant shall join with the Declarant in approving such addition.

D. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to merger. The surviving or consolidated association may

administer the covenants, restrictions and conditions established by this Declaration within the Community, together with the covenants, conditions and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Community.

**ARTICLE III  
COMMON AREA AND LIMITED COMMON AREA**

A. Common Area. The Common Area is as designated on the Plat or in other documents recorded from time to time by the Declarant. Declarant hereby designates the following tracts on the Plat as the Common Area for the use and benefit of all Owners within the Community: Eagle Pointe Drive shall be a private roadway to provide access to certain Lots and/or property located in the Community. The Declarant may construct a guardhouse at the entrance of Eagle Pointe Drive and convey such guardhouse to the Association. If the guardhouse is constructed and conveyed to the Association, the Association shall thereafter maintain the guardhouse, including, but not limited to, paying the cost of any such personnel stationed at such guardhouse.

The Declarant shall have the right in its sole discretion to convey additional real estate improved or unimproved and/or personal property as additional Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of the Members.

B. Limited Common Area. The Limited Common Area is as designated on the Plat or in other documents recorded from time to time by the Declaration. The Association may adopt Rules and Regulations which govern among other things the use of the Limited Common Area.

The Declarant shall have the right in its sole discretion to convey additional real estate, improved or unimproved, and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of the Members.

C. Private Lakes. The area depicted on the Plat as Private Lake #1 is the private property of the Owners of Lots 4 through 13, inclusive, (collectively "Private Lake #1 Lots") and is exclusively reserved for the use of the respective Lot Owners and the members of the Owners' family, tenants, guests and invitees to the exclusion of all other Owners of Lots at Eagle Pointe. Furthermore, the area depicted on the Plat as Private Lake #2, is the private property of the Owners of Lots 14 through 21, inclusive, (collectively "Private Lake #2 Lots") and is exclusively reserved for the use of the respective Lot Owners and the members of the Owners' family, tenants, guests, and invitees to the exclusion of all other Owners of Lots at Eagle Pointe.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every person, including Declarant, who is a record owner of a fee or undivided fee interest in any Lot in the Community shall be a Member of the Association, provided that any person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Change of membership shall be established by recording in the Public Records of Pinellas County, Florida a deed or other instrument which conveys fee title to a Lot, and by the delivery to the Association of a copy of such recorded instrument. If a copy of said instrument is not delivered to the Association, the new Owner shall become a Member, but shall not be entitled to voting privileges. Membership in the Association by all Owners is compulsory and shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 2. Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" members shall be all Owners, with the exception of the Declarant. Class "A" members shall be entitled to one (1) equal vote for each Lot owned in the Community. When more than one (1) person holds an ownership interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice,

the Lot's vote shall be suspended in the event more than one (1) person seeks to exercise it.

(b) Class "B". The sole Class "B" member shall be the Declarant. The Class "B" member shall be entitled to four (4) votes for each Lot owned. The Class "B" membership shall terminate and become converted to a Class "A" membership upon the happening of the earlier of the following:

(i) When seventy-five (75%) percent of the total Lots shown on the Plat for the properties described on Exhibit "A" have been conveyed to persons other than the Declarant or a builder holding title for purposes of development and sale;

(ii) January 1, 2011; or

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, whichever occurs earlier, the class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each Lot it owns.

Section 3. Election or Appointment of Board; Reserved Rights of Declarant. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) or more than seven (7) Directors. The number of Directors comprising the Board shall be as provided from time to time in the Articles of the Association.

Declarant shall have the right to appoint the Board of Directors until ninety (90) days after conveyance of title to the last Lot within the Community to which Declarant holds title for sale in the ordinary course of business, provided that Declarant may at any time forfeit, in its discretion, the right to appoint the Board. Upon expiration or forfeiture of Declarant's right to appoint the Board, a new Board of Directors shall be elected by the Association at a meeting called especially for such purpose, of which at least 30 days prior written notice shall be given.

#### **ARTICLE V EASEMENTS**

In addition to the easements which appear on the Plat, the respective rights and obligations of the Lot owners, the Association, Declarant, and others concerning easements affecting the Community shall include the following:

Section 1. Easements for Utilities, Etc. Declarant hereby reserves for the benefit of itself, its successors and assigns, and its designees (including, without limitation, the City of Largo and Pinellas County and any utility), blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, construction, repair, maintenance, and replacement of utility services of the Community or any portion thereof, including, but not limited to, water, sewer, gas, drainage, irrigation, fire protection, electricity, telephone, cable television, and other services such as trash disposal, roads, walkways, and security systems. This reserved easement may be



assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant a specific license or easement, to a party furnishing any such utility or service.

Section 2. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Lot, subject to the following provisions:

(i) 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 reasonable period of time for an infraction of the Declaration, Bylaws, or Rules and Regulations;

(ii) the right of the Association to borrow money for the purpose of improving the Common Area and Limited Common Area, or any portion thereof or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area or Limited Common Area; provided, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or

established for the benefit of Declarant, or any Owner, or a holder of any mortgage, irrespective of when executed or given by Declarant or any Owner, encumbering any Lot or other property located within the Community;

(iii) the right of the Association to grant easements across the Common Area and/or Limited Common Area to persons who are not Owners; and

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Area and/or Limited Common Area subject to such conditions as may be agreed to by a majority of the Members of the Association and subject to the approval requirements contained in Article VI, Section 3.

(b) Any Owner may delegate his or her right of use and enjoyment in and to the Common Area and Limited Common Area and facilities located thereon to the members of his family, tenants, guest and invitees.

Section 3. Easement for Entry. The Association shall have an easement to enter into any Lot for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include

the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon the request by the Board.

Section 4. Easement to Feather Sound Association, Inc. The officers, agents, employees and independent contractors of the Master Association shall have a non-exclusive easement to enter upon any portion of the Community for the purpose of performing or satisfying the duties and obligations of the Master Association, as set forth in the Master Declaration, its Bylaws, Rules and Regulations.

Section 5. Easement for Wall. The Association is responsible for the maintenance of the Border Wall constructed by the Association or the Declarant, and located within the Community and facing Feather Sound Drive, and shall have a non-exclusive and perpetual easement to install, repair, replace, and maintain the Border Wall which is to be constructed upon the rear yards of Lots 13 through 21, inclusive, and Lot 1 of Eagle Pointe, as shown on the Plat thereof and the Association shall have the right of ingress and egress over said affected Lots contained in the Plat in order to conduct said activities. The abutting Lot Owners to the wall shall have no right, obligation or privilege to install, repair, paint or maintain the wall.

Section 6. Easement for Cable and Utilities. An easement five (5) feet in width across the frontage of each Lot or Tract within the Community is deeded and dedicated to \_\_\_\_\_, their successors and assigns, for the installment and maintenance of cable, common utilities and drainage.

Section 7. Easement for Private Lakes. The Master Association shall have the right of ingress and egress over the Lots contained in the Plat in order to maintain the Private Lake depicted on the Plat if the Master Association decides in its sole discretion to perform such maintenance. In the event the Master Association decides not to maintain the Private Lakes, then the Association shall have the right of ingress and egress over the Lots contained in the Plat in order to maintain the Private Lake.

Section 8. Easement for Maintenance. The Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under each Lot, the Common Area and the Limited Common Area at reasonable hours to perform its responsibilities of maintenance, inspection and repair.

Section 9. Damages. The use of any easement granted under the provisions of this Article shall not include the right to disturb any building or structure in the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage.

Section 10. Right of Access to Lots. Until such time as a residence is constructed on a lot, it shall be subject to a right and easement permitting and authorizing registered golf course players of Feather Sound Country Club and their caddys to enter upon all or any part of any lot to recover or play a ball (subject to the official rules of the Golf Club) without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to the Golf Course Easement Area, and for the limited purpose of retrieving and recovering a golf ball, or other object accidentally coming upon the developed lots. Players or their caddys shall not be entitled to enter upon any such lot, or the Golf Course Easement Area with a golf cart or other vehicle, nor spend unreasonable time on such lot or Golf Course Easement Area, or in any way commit a nuisance, or damage, or destroy any property, plantings or foliage, while thereon. After construction of a residence on a lot subject to the Golf Course Easement, "out of bounds" markers shall be placed on said lot by Developer.

#### **ARTICLE VI THE ASSOCIATION**

Section 1. Functions and Services. The Association shall be empowered to do the following:

- (a) Adopt Community-Wide Standards of conduct, maintenance, or other activity.
- (b) Adopt and amend bylaws and rules and regulations;

- (c) Adopt and amend budgets for revenues, expenditures and reserves;
- (d) Collect assessments for Common Expenses;
- (e) Hire and discharge employees, agents, independent contractors, managers and administrators (including the Declarant);
- (f) Institute, defend or intervene in litigation or administrative proceedings in its own name on its behalf or on behalf of two or more Owners, but only as to matters affecting the Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Area;
- (i) Make additional improvements to the Common Area;
- (j) Acquire, hold, encumber and convey in its own name any right, title or interest in real or personal property;
- (k) Grant easements, leases, licenses and concessions through or over the Common Area;
- (l) Take all actions necessary to enforce the covenants, conditions and restrictions of this Declaration, the Articles, the Bylaws and the Rules and Regulations;
- (m) Impose and receive payments, fees or charges for the use, rental or operation of the Common Area and for services provided to Owners;
- (n) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines

for violations of the Declarations, Bylaws and Rules and Regulations of the Association.

(o) Impose reasonable charges to prepare and record Amendments to the Declaration and Notices of Lien for unpaid assessments;

(p) Purchase at its option general liability and hazard insurance for improvements and activities on the Common Area;

(q) Provide for the indemnification of its officers and maintain directors and officers liability insurance;

(r) Assign its right to future income, including the right to receive annual assessments;

(s) Exercise any other powers conferred by this Declaration, the Articles of Incorporation, or the Bylaws;

(t) Exercise all powers that may be exercised in the State of Florida by similar legal entities;

(u) Appoint a person from the Association to represent all Owners of Eagle Pointe at meetings of the Master Association. Such a representative, if empowered to do so by appropriate resolution, may exercise all the votes of each Member of Eagle Pointe.

(v) Exercise any other powers necessary and proper for the governance and operation of the Association, including the delegation of its functions and services to any governmental or private entity.

Section 2. Obligation of the Association. The Association shall carry out the functions and services specified herein first with the proceeds from annual assessments and then, if necessary, with the proceeds from special assessments. The Board of Directors shall consider the proceeds of assessments and the needs of Members in exercising its functions and services outlined in Section 1 of this Article.

Section 3. Association Actions Requiring Approval. Unless the Association receives the affirmative vote of at least two-thirds ( $\frac{2}{3}$ ) of the votes entitled to be cast at a duly convened meeting, the Association shall not be entitled to:

(a) abandon, partition, subdivide, encumber, sell or transfer the Common Area and/or Limited Common Area or any portion thereof. Any such transfer or conveyance of the Common Area and/or Limited Common Area by the Association shall not be made without adequate provision for the continued maintenance and operation of infrastructure improvements for which the Association is responsible. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area and/or Limited Common Area shall not be deemed a transfer within the meaning of this paragraph;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;



(c) change, waive or abandon any scheme of regulation, or enforcement of Community-Wide Standards;

(d) use hazard insurance proceeds for losses to any Common Area and/or Limited Common Area other than for the repair or replacement of the Common Area and/or Limited Common Area.

#### ARTICLE VII COVENANT FOR MAINTENANCE

Section 1. By the Association. The Association shall maintain, and keep in good repair the Common Area and Limited Common Area and any real property located within the Community upon which the Association has accepted an easement for maintenance. The Association shall maintain the sides of the Border Wall constructed by the Declarant and facing Feather Sound Drive. The Association shall also maintain and keep in good repair all improvements constructed by the Association and/or the Declarant within the road and drainage rights-of-ways or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility. The Association shall have the right, but not the obligation, to maintain property not owned by the Association when the Board has determined that such maintenance would benefit all Owners. For example, the Association may maintain any city or county properties, as permitted by such governmental authority, which are located within or in a reasonable proximity to the Community to the extent that their deterioration would adversely affect the appearance of the Community.

Section 2. By the Owner. All maintenance and repair performed by the Owner shall be consistent with the architectural standards and

the Community-Wide Standards contained in this Declaration and the Master Declaration and any other guidelines as may be promulgated by the Association.

The Owner shall maintain, repair and replace his Residential Unit including the roof of his Residential Unit and all pipes, lines, ducts, conduits, or other apparatus which serve only the Lot, whether located within or without the Lot boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits, chimney flues, if any, [which are to be regularly cleaned] or other apparatus serving only the Lot). Notwithstanding the foregoing, the Owner shall not be required to paint the exterior of his Residential Unit.

Section 3. Failure to Maintain. In the event that the Board of Directors determines that:

(a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or

(b) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder was caused through the willful or negligent act of an Owner, his family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part,

then the Association may order the repairs, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's

intent to provide such necessary maintenance, repair or replacement at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary.

If the necessary maintenance is the responsibility of the Owner under Section 2 or 3 of this Article, the Owner shall have ten (10) days from the date of the notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the Owner fails to perform its maintenance responsibility as required herein, the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense, and all costs shall be specifically assessed and shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

#### **ARTICLE VIII ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance therefor, regardless of whether so expressed in any such deed or other conveyance, covenants and agrees to pay the Association: (1) annual assessments or charges for common expenses, (2) special assessments and (3) individual assessments, including any fines. Each such assessment, together with interest (at the maximum rate allowed by law computed from the date of

delinquency), costs of collection and reasonable attorneys' fees shall be a charge and continuing lien on the real property and improvements of the Owner against whom each such assessment is made, and also shall be the personal obligation of the Owner of such real property at the time when the assessment becomes due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any portion of the Common Area and/or Limited Common Area or by the abandonment of the property against which the assessment was made. In the case of co-ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Annual Assessments. Annual assessments shall be levied by the Association and shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including but not limited to, the maintenance of real and personal property within the Community or owned by the Association, the payment of taxes, insurance and debt service, and the management and administration of the Association.

Section 3. Special Assessment. In addition to the annual assessments authorized herein, the Association may levy a special assessment in any year for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction,

unexpected repair or replacement of the Common Area and/or Limited Common Area and improvements thereon.

Section 4. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of his Lot is not in conformance with the Community-Wide Standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the restrictions imposed by this Declaration and/or the Master Declaration. The amount of such assessment shall be equal to the cost incurred together with an overhead charge of fifteen percent (15%) of said cost and may be enforced in the manner provided for any other assessment.

Section 5. Date of Commencement of Assessments; Due Dates. All annual assessments shall be payable annually, in advance, and shall commence on the date set by the Board of Directors; however, the initial assessments shall be due upon transfer from Declarant to Owner, and prorated to the date of transfer. At the option of the Board, the payment of assessments may be changed to a more frequent basis. The due date of any special assessment provided for herein shall be set in the resolution authorizing such assessment. Written notice of each assessment shall be provided.

Section 6. Computation of Assessment. The Board of Directors, at least fourteen (14) days prior to the meeting at which the budget

**EXHIBIT A**

**EAGLE POINTE INITIAL DESIGN REVIEW APPLICATION**

TO: Chairman, Architectural Review Committee

BUILDER: \_\_\_\_\_

OWNER: \_\_\_\_\_

LOT: \_\_\_\_\_

DATE: \_\_\_\_\_

This Submittal is for:

\_\_\_\_\_ New Construction

\_\_\_\_\_ New Additions to Existing Structure

Has floor plan been previously approved for another lot? \_\_\_\_\_

If yes, for which lot? \_\_\_\_\_

Is elevation style substantially different? \_\_\_\_\_

Air Conditioned Space (1st Floor) \_\_\_\_\_

Air Conditioned Space (2nd Floor) \_\_\_\_\_

Total Net Square Ft. \_\_\_\_\_

Covered Porches \_\_\_\_\_

Garage/Storage \_\_\_\_\_

Other: \_\_\_\_\_

Total Gross Square Ft. \_\_\_\_\_

Owner

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Builder

Name \_\_\_\_\_ Firm \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Architect

Name \_\_\_\_\_ Firm \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Landscape  
Architect

Name \_\_\_\_\_ Firm \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Lender

Name \_\_\_\_\_ Firm \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

GENERAL INFORMATION

Lot Dimensions: \_\_\_\_\_  
Lot Square Feet: \_\_\_\_\_ Stories: \_\_\_\_\_  
Bedrooms: \_\_\_\_\_ Stories: \_\_\_\_\_  
Height from Slab: \_\_\_\_\_  
Height from crown of  
road to roof ridge: \_\_\_\_\_  
We propose to commence on or about: \_\_\_\_\_

The following documents are provided herewith in four sets as required by the Eagle Pointe Architectural Review Committee.

\_\_\_\_\_ Preliminary Site Plans  
\_\_\_\_\_ Preliminary Floor Plans  
\_\_\_\_\_ Proposed Elevations  
\_\_\_\_\_ Application Fee of \$ \_\_\_\_\_

Payable to: Eagle Pointe Architectural Review Committee

NOTE: If you feel there are any unusual items that require specific attention, please state above.

I certify that \_\_\_\_\_, who is the architect or designer of the house, has visited the lot prior to design of this residence.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date



COMMITTEE USE

Date Received \_\_\_\_\_

The Architectural Review Committee has reviewed the foregoing application and rendered the following decision:

\_\_\_\_\_ Approved

\_\_\_\_\_ Approved with limiting conditions

\_\_\_\_\_ Denied

Comments (recommendations):

Limiting conditions to be approved prior to construction.

\_\_\_\_\_  
Chairman/Architectural Review Committee

\_\_\_\_\_  
Date