

CERTIFICATION OF AMENDMENT
FOR THE
EAGLE PRESERVE COMMUNITY ASSOCIATION INC.

February 20, 2004

THE UNDERSIGNED, being the duly elected and acting President and Secretary of the Eagle Preserve Community Association Inc., a Florida not for profit corporation, do hereby certify that the following resolution was duly approved and adopted by the Members of the Eagle Preserve Community Association Inc. following the February 7, 2004 annual meeting of members. when approvals were received from Members in good standing, after due notice. The Declaration of Covenants and Restrictions for the Eagle Preserve Community Association inc., were approved and adopted by the members present or by proxy voted by the Board for the purposes of amendment.

1. The Following resolution was approved by at least two-third of the Members of the Eagle Preserve Community Association Inc.

RESOLVED, that the Declaration of Covenants and Restrictions for the Eagle Preserve Community be and is hereby amended and restated, and the amendments are adopted in the form attached hereto as Exhibit 1., and made a part hereof.

Inc. [Signature]
1st Witness
Print Name: J. H. Fatur
[Signature]
Richard C. Swartz
2nd Witness
Print Name:

Eagle Preserve Community Association

[Signature]
President: [Signature]

Inc. [Signature]
1st Witness
Print Name: J. H. Fatur
[Signature]
Richard C. Swartz
2nd Witness
Print Name:

Eagle Preserve Community Association

[Signature]
Secretary: Mark Cramer

IMAGED
LV

PREPARED BY +
RETURN TO: EAGLE PRESERVE COMMUNITY ASSN.
★ 9690 EAGLE PRESERVE DR.
ENGLEWOOD, FL 34224 - 1 -

FILE 1171091 OR BK 02424 Pgs 0360 - 392 (13pgs) RECD 09/19/2004 08:31:11 AM BARBARA T. SCOTT, CLERK, CHARLOTTE CO REC 80100

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE
EAGLE PRESERVE COMMUNITY**

THIS DECLARATION is made by EAGLE PRESERVE COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association", or "Community Association".

WITNESSETH:

WHEREAS, approval to develop lands to be known as 'EAGLE PRESERVE' has been granted by the Board of County Commissioners of Charlotte County, in accordance with and subject to the terms and provisions of their applicable ordinances; and

WHEREAS, EAGLE PRESERVE COMMUNITY ASSOCIATION, INC. is desirous of placing certain covenants and restrictions upon the use of said property and all lots and tracts contained therein for the mutual benefit and protection of the Association and all subsequent purchasers of Lots contained in the Subdivision, their heirs, successors, representatives and assignees; and

WHEREAS, there has been incorporated under the laws of the State of Florida as a corporation not for profit, EAGLE PRESERVE COMMUNITY ASSOCIATION, INC., which corporation has been chartered for the purposes set forth in its Articles of Incorporation and bylaws, including without limitation, the purposes of enforcing these covenants and restrictions and operating, maintaining, improving and managing the Common Areas for the use and enjoyment of the lot owner in EAGLE PRESERVE.

NOW THEREFORE, in consideration of the premises, it is hereby declared that the property hereinafter discussed in Article I shall be held, transferred, sold, conveyed, occupied, used and enjoyed subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which shall constitute covenants running with the title to said property; to wit:

ARTICLE I

PROPERTY SUBJECT TO THESE COVENANTS

The real property which shall henceforth be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is located in Charlotte County, Florida, and is legally described as follows.

SEE EXHIBIT "A" ATTACHED

Said property shall sometimes hereinafter be referred to as the "Subdivision."

ARTICLE II

EAGLE PRESERVE COMMUNITY ASSOCIATION

In order to effectuate the orderly development of EAGLE PRESERVE and to establish, protect and preserve the quality of the Subdivision, the owners of all Lots in the Subdivision shall be required to become members of EAGLE PRESERVE COMMUNITY ASSOCIATION INC., hereinafter referred to as the "Association", EPCA, or "Community Association".

The purpose and objective of the Association is to insure to all of its members a continuing and concerted program for the maintenance and management of common areas, to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of the Subdivision, and to perform such other duties as may be assigned to it under Its Articles of Incorporation and Bylaws and this Declaration of Restrictions. Copies of said Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C," respectively.

The Community Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against Lots in this Subdivision.

ARTICLE III

BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS

The following restrictions, maintenance obligations and covenants are applicable to all Lots and Tracts in the Subdivision.

1. Residential Use. The Lots subject to this Declaration may be used for single-family residential living units and for no other purpose. No business or commercial building may be erected on any Lot or Tract, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings built on Lots in the Subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provisions hereof to the contrary, the Association shall have the right from time to time to construct and maintain in the Subdivision, offices, storage facilities, parking facilities, and such other structures and facilities as may be appropriate for use by the Association in development and maintenance of the Subdivision.

2. Dwellings. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing at least two thousand two hundred (2,200) square feet of enclosed air conditioned space, which dwelling shall not exceed 40 feet in height nor exceed three (3) stories in height. No garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. No built up roofs shall be permitted on the main portion of any building. The composition of all pitched roofs shall be tile, architectural grade fiberglass, or such other composition or material as may be approved by the Association. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling. Screened roofs may be used over pools and lanais. In the event a dwelling is constructed of concrete block, same must be covered with stucco or veneered with wood, brick or stone. No asbestos shingles, siding or any type of asphalt covering shall be used on exterior walls of any building. All materials used in the construction of any dwelling shall be new, remanufactured, reusable engineered composites, or other durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling. Unless otherwise approved by the Association, all heating and plumbing vents (with the exception of chimneys) shall be painted the same color as the roof. The grade of each Lot shall comply with minimum County requirements and not be materially altered, except where required to be in accordance with County Regulations. No change in grade (whether filling or otherwise) shall be made which will adversely effect drainage of any Lot or drainage of any adjacent Lots, or Tracts.

3. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, stairs, garage, pool cage, lanai, screen enclosure, and the like, shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or over hangs): (a) encroaches on any "building setback lines" or easement denoted on the Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted pursuant to the provisions of this Declaration of Restrictions of the Plat; (c) is closer than thirty-five (35) feet to the front Lot line (which is any line adjacent to a street), closer than fifteen (15) feet to a side Lot line nor closer than thirty (30) feet to a rear Lot line; or (d) is constructed in violation of any setback requirements of Charlotte County then in effect.

No building shall be erected on a corner Lot so that the setback from any street is less than thirty-five (35) feet. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any easement; (2) does not violate any provisions of law; (3) in the opinion of the Association does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties, and (4) is otherwise approved by the Association.

4. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two large sized American automobiles. All garages must have doors that are to be maintained in a useful, working condition. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage. Lattice shall be acceptable for enclosing garage space.

5. Antenna. Except as may be otherwise approved by the Association in writing, no aerial, or antenna shall

be placed or erected upon any Lot or affixed in any manner to the exterior of any building in the Subdivision. Satellite dishes under 30" may be installed. The position of all satellite dishes must be noted on the Buildings Plans submitted to the Association for approval prior to installation.

6. Water and Sewer. All buildings shall use and be connected to the central water and sewerage system. No well shall be drilled or utilized on any Lot, for any purpose other than irrigation, and no septic tank shall be installed, used or maintained on any Lot without the written approval of the Association and the approval of any applicable governmental authority.

7. Screening of Air Conditioner Compressors, Garbage Container and Clothes Drying Area. All garbage or trash containers must be located underground or placed within totally enclosed or screened areas. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls or fences. Such walls or fences must be attached to or adjoin the dwelling house and must not exceed six (6) feet in height. No window or wall air-conditioning units shall be permitted on any Lot without the written approval of the Association. Heating, ventilation, air conditioning equipment, fans and pool equipment located outside a building shall be similarly screened from view and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof. No Oil, Gas or any tank (outside a home, or underground) containing Petroleum products shall be allowed on any property. Water treatment and water storage tanks shall be screened from view.

8. Driveway Construction. All dwellings shall have a driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with unpainted concrete, treated concrete, pavers, bricks, or textured and stained concrete, unless prior approval for other material is obtained from the Association. Where curbs or swales are required to be disturbed for driveway entrances, same shall be restored to their original grade and condition by the Lot owner in a neat and orderly fashion acceptable to the Association. No portion of a driveway shall be located within five (5) feet of the side line of any Lot nor within five (5) feet of such line extended to the pavement of the street.

9. Underground Wiring. No lines or wires for communication or the transmission of current or signals shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

10. No Trailers or Temporary Buildings. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings of structures shall be erected or permitted to remain on any Lot or Tract without the written consent of the Association.

11. Landscaping. Not later than thirty (30) days following completion of construction, (receipt of a Certificate of completion from the County is considered completion of construction.) of a dwelling upon a Lot, such Lot shall be Graded and landscaped in accordance with a Landscaping, Drainage and Site Plans approved previously by the Association. Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be approved. Use of such materials is limited to 20% of the front yard landscape area coverage, without written approval of the Association. All lawns and landscaping shall extend to the pavement line in front of any dwelling and to the normal water line for those Lots adjacent to lakes. An underground irrigation system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped Lots.

12. Fences, Hedges and Walls. The composition, location and height of any fence, hedge or wall to be constructed on any Lot shall be subject to the approval of the Association. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner Lot.

13. Trees. No tree, the trunk of which exceeds four (4) inches in diameter at four (4) feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of the Association. Further, each Lot owner shall cause at least four trees with at least 2 inch caliber and at least 8 feet in overall height to be planted on each Lot within thirty (30) day of completion of a residence on the Lot.

14. Mailboxes. No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association.

15. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Association.

16. Construction of Docks, Seawalls and Boat Slips. No seawall, dock, boat house, boat slip, davits, moorings or piers shall ever be placed or constructed upon or adjacent to any Lot without the approval of the Association and the appropriate Governmental Agencies.

17. Vehicles. No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motor homes, motorcycles, recreational vehicles and any vehicle not in operable condition shall be permitted to be parked in the Subdivision only while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage. No "FOR SALE" signs shall be displayed on vehicles anywhere in the subdivision.

18. Roadways. Except as the Association may otherwise approve in writing, and except as may be otherwise denoted on the Plat of the Subdivision, no Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

19. Signs. No sign of any kind shall be displayed to public view on any Lot except as follows:

- a. Individual, ornamental house name or number plates may be displayed.
- b. During the course of construction on a Lot (while building erection and physical construction is underway) , a construction sign not more than four square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.
- c. No other temporary or permanent signs of any nature may be displayed on any lot or Home. In order to notify the public of lots or houses for sale in Eagle preserve the Association will provide and maintain a community bulletin board, located outside the gate, for the purposes of posting notices and listing of homes for sale. The Association will establish rules and regulations governing the size, design, location and content of notices that may be placed on the bulletin board.

20. Animals. No activities of noxious or offensive nature, including, but not limited to, the maintenance of poultry farms, hog farms, or cattle feeding pens shall be conducted within the Subdivision. No hogs, poultry, cattle or farm animals of any kind shall be raised on the Lots. Animals allowed shall be limited to common house pets. Such animals will only be permitted provided they are not kept, bred or maintained for commercial purposes. Pets shall be limited to three (3) and shall not be kept in a manner or to an extent so as to constitute a nuisance to neighboring Lots. Pets allowed outside must be confined within a fenced area or kept on a leash.

21. Games and Accessory Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling and shall not occupy a land surface area of more than 400 square feet without Association approval. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon and any such structure must have the prior approval of the Association. Lighting plans for all such areas shall be subject to Association approval and shall not cast light directly onto any other Lot or Tract.

22. Re-subdivision. No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the Plat for the same area. No dwelling or other structure for improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plat. Any such Lot may be combined with contiguous Lots or parts thereof to form a single building site. In the event that more than one Lot is developed as a building site, the provisions of this Declaration shall apply thereto as if it were a single Lot, provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of each of such Lots for its share of assessments and expenses levied or charged by the Community Association. If a Lot is divided and the parts thereof added to other Lots, the share of such Lot for assessments and expenses levied or charged by said associations shall be prorated among such other Lots on the basis of square footage.

23. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other owners of Lots in the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Community Association which shall tender a decision in writing, and such decision shall be the final disposition of such dispute or question.

24. Maintenance of Lots and Landscaping. Excepting those areas included in the D.E.R. limits of any lot, No unsightly vegetation, plants commonly designated "weeds", underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of the Lots in the Subdivision shall be responsible for the maintenance of all areas located (a) between their respective Lot lines and the pavement of the street or streets adjacent to the lot, (b) between their respective Lot lines and the waters of any adjacent lakes, bays or other water bodies, and the banks of any adjacent canals or drainage ditches. All Lot owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times. Dead trees shall be removed by the Lot owner as soon as non-viability has been determined. Replacement is not necessary so long as the provisions of ARTICLE III, Section 13 are maintained.

25. Maintenance of Improvements. Lot owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

26. Boarding up Residences. Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the storm or in excess of ten (10) days when no storm threat exists, Permanently installed, owner controlled storm shutter systems must have the approval of the Association.

27. Annual Mowing Fee. In order to insure that unimproved Lots do not become overgrown with weeds and other vegetation, the Community Association shall provide for the periodic mowing of all such Lots. To compensate the Community Association for this service, each owner of an unimproved Lot shall pay to the Community Association in advance along with his annual assessment, an annual mowing fee. Any annual mowing fee which is not paid when due, shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at 18% or the maximum rate for individuals permitted by law, whichever is greater. As used herein, "unimproved lot" means a Lot owned by a person or entity other than the Association on which, as of January 1 of the year in which the mowing fee is payable, no bona fide construction of a dwelling house has been commenced or completed.

28. Maintenance and Repair by Association. In the event any owner shall fail or refuse to maintain his residence, Lot, or other improvements situate on said Lot in full compliance with the provisions of this Declaration, the Community Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance affected by said association shall be chargeable to and paid by said owner to said association within thirty (30) days after submission of a bill. If any such bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest at 18% or the maximum rate for individuals permitted by law, whichever is greater, shall accrue thereon from the due date until paid.

29. Regulations During Construction. No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Lot, except protective barriers required by local ordinance. During construction upon the Lot, the Lot shall be maintained in a neat and orderly manner with all construction debris hidden from view to the extent possible or contained in a dumpster. Construction upon the Lot shall be conducted in such manner that the Subdivision improvements shall not be altered or damaged in any manner, and the Lot shall at all times be in a clean and orderly condition. Each Lot owner agrees to indemnify Developer and the Community Association from and against any and all costs and expenses which may be incurred in repairing or replacing Subdivision improvements damaged by the Lot owner or to put the Lot in a clean and orderly condition. Each lot owner is responsible for any cost incurred by the association to clean up any trash or detritus on any lot or common areas maintained by the Association, originating from the owners lot or delivery of materials and other construction activity during construction.

ARTICLE IV

ARCHITECTURAL CONTROL AND VARIANCES

1. Architectural Control. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof or thereto be made, nor shall any excavation be commenced, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Association. In keeping with Association's intent to assure to each owner in EAGLE PRESERVE a community of quality homes and buildings of tasteful design, the Association will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. The Association may, in its sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist an owner in the development of acceptable plans and specifications, the Association shall state with reasonable particularity its grounds for such disapproval. It is not the Association's intent to impose a uniform appearance in the Subdivision but rather to promote and assure architectural and aesthetic quality for the benefit of all owners in the Subdivision. Two (2) complete sets of all plans, and specifications, for any such improvement or structure proposed for any lot or parcel shall be submitted to and approved by the Association prior to the commencement of construction or placement of such improvement. Any changes to the plans that are submitted to the County for approval during construction must also be submitted for approval (two copies), prior to changes being implemented. The Association shall require submission of complete building plans, site plans, drainage plans, dock plans, and tree plan (should be included with landscape plan), for the building and lot, as submitted to the County for approval. The FEMA Flood Elevation Certificate specifying the proposed elevation of the floor slab of any structure to be built on such Lot must also be submitted. Any increase in the elevation of the existing grade of a Lot shall be in accordance with County requirements and designed so as to not increase the surface water runoff from such Lot onto neighboring properties. The Association may also require submission of samples of building materials proposed for use and such additional information as may be reasonably necessary for the Association to completely evaluate the proposed structure or improvement. If, following its review of the plans and specifications submitted to it, the Association disapproves such plans and specifications, it shall advise the owner of the portion or items thereof which were found to be objectionable. In the event the owner corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval. Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of the Association, the Association shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by Association. Should the Association fail to either approve or disapprove an owner's plans and specifications within thirty (30) days after the owner submits the plans and specifications, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any Lot which violates the building and use restrictions contained in this Declaration, unless approved in writing by the Association. Two copies of Building, Drainage plans, and final FEMA Elevation Certificate, and Final Survey "as Built" shall be provided to the Association for its review, upon completion of construction, and receipt of a certificate of occupancy by the owner.

2. Variances. The Association reserves the absolute right to enter into agreements with the owner of any Lot or Lots (without the consent of the owners of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air-conditioner compressors and without, in any manner, limiting the foregoing any restriction or limitation regarding construction set forth in Article III above, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted. The Association reserves the right to impose additional restrictions in the conveyance of title to any Lot or Lots in the Subdivision. In no event shall the Association approve less than 2000 square feet of enclosed air conditioned living area, unless the owner can demonstrate that it would be physically impossible to build such footage, while conforming to the rules regarding setbacks, height, and number of stories.

ARTICLE V

COMMON AREAS AND PRIVATE ROADS

1. Common Areas. Certain areas within the Subdivision are set aside as "Common Areas" for the common use and enjoyment of owners of property within the Subdivision. These Common areas may include (by way of illustration only) private roads, lakes, ponds, bicycle and other paths, walkways, open areas, and easements for such uses. Title to such areas has been conveyed to the Community Association. The Association is obligated to properly maintain the Common Areas and pay all taxes assessed thereon.

2. Private Roads. The roadway in the Subdivision, as shown on the Plat, is hereby designated Private Road for the common use and enjoyment of the owners of Lots within the Subdivision and all members, guests, business invitees and others having the right of access to the Country Club and Golf Course operated on property adjacent to the Subdivision. Additional Tracts may be designated as Private Roads by subsequent Plats and documents. All such Private Roads shall constitute part of the Common Areas which are to be maintained by the Community Association.

3. Maintenance and Usage of Common Areas. All Tracts conveyed to or for which easements are granted the Community Association shall be maintained by said association, except for such portion thereof as to which the responsibility for maintenance has been or hereafter is imposed on any other person or entity by virtue of this Declaration or other recorded instrument. Usage of the Tracts shall be subject to such restrictions, rules, and regulations as may be adopted by the Community Association. The Community Association shall not, however, adopt any restrictions, rules, or regulations that conflict with or impair any rights granted unto the Community Association. Lot owners and their guests shall not use the lakes located on the Common Areas for boating or swimming, without prior approval by the Association, and any such approval shall be subject to such rules and regulations as may be promulgated by the Community Association. Any usage of the lakes for such purposes may be suspended or terminated by the Association at any time for any reason whatsoever. Usage of the lakes may also be terminated by the Community Association if the association determines that such uses interfere with the proper maintenance or functioning of the drainage or storm water management system for the Subdivision.

ARTICLE VI

ASSESSMENTS BY EAGLE PRESERVE COMMUNITY ASSOCIATION, INC.

1. Annual Assessments. The Community Association shall have the right to levy an annual Assessment against all Lots in the Subdivision in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the association and for the general purposes and objectives of the association as set forth herein and in Its Articles of Incorporation and Bylaws.

2. Special Assessments. Said association shall also have the right to levy special assessments from time to time against all Lots in the Subdivision in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Assessments Levied Pro Rata. All assessments levied by said association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share or the expenses of the Community Association.

4. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at 18% or the maximum rate for individuals permitted by law, whichever is greater.

5. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner or owners or the Lot against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Community Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by said association, including reasonable attorneys fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

6. Lien Rights of the Community Association. In order to provide an additional means to enforce the collection of any annual mowing fee or other expense charged to the owner of any Lot or any annual or special assessment, the Community Association shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:

- a. The lien of every such fee, expense and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot, and all improvements thereon, upon the recording of this Declaration.
- b. In the event any such fee, expense or assessment is not paid within thirty (30) days after the same is due, the Community Association shall have the right to file a Claim of Lien in the Public Records of Charlotte County, Florida. Said lien may be enforced by said association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event said association files a Claim or Lien against any Lot, it shall be entitled to recover from the owner of such Lot the aforesaid interest, and late charge and all, costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.
- c. It is the intent hereof that the aforesaid lien against each individual Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Charlotte or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such Lot), provided, however, that such subordination shall not apply to any fee, expense, or assessment which becomes due and payable after a sale or transfer of the Lot pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

ARTICLE VII

EASEMENTS AND ENVIRONMENTAL PROVISIONS

1. Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto the Association over all utility and drainage easement areas shown on the Plat. Moreover, a perpetual easement ten (10) feet in width over and under each Lot in the Subdivision for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved unto the Association along such portion of each Lot line as abuts any street. Developer reserves the right to grant to any private or public utility, an easement to erect and lay, or cause to be erected, laid, maintained, removed or repaired in all private roads or Common Areas of the Subdivision, for electricity, telephone, water, television antenna, gas and other utility services, catch basins, surface drains and other such customary or usable pertinences as made from time to time in the opinion of the Developer or any utility company or governmental body be deemed necessary or advisable. Any claim on account of temporary or other inconveniences caused thereby against the Developer or any utility company or governmental body, or any of its agents or servants, is hereby waived by the owner. The easement area of each Lot and all improvements located within it shall be maintained continuously by the owner of the Lot, except for those improvements for which the Community Association, public authority or utility company is responsible. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered without Developer's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Lot owner over the easement area of his Lot may be removed by the Association or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved; provided, however, that the Association or its assigns shall promptly restore any dislodged grass, soil, or paving as nearly as practicable to its prior condition.

2. Golf Balls. An easement over the lawn and yard area of each Lot is hereby granted to all members, guests and invitees playing golf ("Golfers") on any Parcel in the Subdivision for the sole purpose of retrieving errant golf balls. Entry upon the Lot shall be solely on foot and not by golf cart. This easement shall not permit entry into any residence, garage or enclosed patio or pool area. This easement shall not exempt any Golfer from responsibility for damage caused by an errant golf ball nor damage caused in the retrieval of same.

ARTICLE VIII

GOLF COURSE AND GOLF CLUB

1. Adjacent to this Subdivision, and reflected on development plans filed with Charlotte County, and reflected on the Plat as "golf club" as a golf course and club (which upon completion of all improvements may include the golf course, parking facilities, clubhouse, restaurant, bar, lounge, dining facilities, and related recreational amenities and facilities) which shall be owned, used and maintained as either a public or private club facility as the operator of same, in its sole discretion, deems appropriate.

2. BY ACCEPTANCE OF A DEED TO A LOT IN THE SUBDIVISION, EACH OWNER, HIS SUCCESSORS AND ASSIGNS, ACKNOWLEDGES AND AGREES THAT NEITHER OWNERSHIP OF A LOT IN THE EAGLE PRESERVE COMMUNITY NOR MEMBERSHIP IN THE COMMUNITY ASSOCIATION CONFERS ANY MEMBERSHIP OR USE RIGHTS IN THE GOLF CLUB, AND THAT ANY SUCH RIGHTS OF USE ARE SUBJECT TO THE REQUIREMENTS AND CONDITIONS AND FEES AND CHARGES ESTABLISHED BY THE OPERATOR OF SAID GOLF CLUB IN HIS SOLE AND ABSOLUTE DISCRETION. EACH OWNER, HIS SUCCESSORS AND ASSIGNS FURTHER ACKNOWLEDGES THAT THEY HAVE BEEN INFORMED THAT THE GOLF CLUB MAY NOT EXIST IN PERPETUITY OR FOR ANY SPECIFIC PERIOD OF TIME.

3. Access. No owner shall have any right, by virtue of ownership of a Lot, or membership in the Community Association, whether or not his Lot is contiguous to the golf club, of access, entry or other use of the golf club. There shall be no activity in the Subdivision that unreasonably disturbs play, or the enjoyment of the golf club, by members and guests thereof, including without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions contiguous to the golf course.

ARTICLE IX

ENFORCEMENT

1. Compliance by Owners. Every Member shall comply with the restrictions and covenants set forth herein and any all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

2. Enforcement. Failure of a member to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof and for recovery of reasonable attorney's fees, including appellate fees, and costs.

3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or its designee, a fine or fines may be imposed upon a Member for failure of a Member, his family, guests invitees or employees, to comply with any covenants, restrictions, rules or regulations, provided the following procedures are adhered to:

5. Notice: The Association shall notify the Member of the infraction or infractions in writing by certified mail. Included in the notice shall be the date and time of a special meeting with the Board of Directors or its designee at which time the Member may present reasons why penalties should not be imposed. At least six (6) days notice of such meeting shall be given.

6. Hearings. The non-compliance shall be presented, at the next regularly scheduled Board meeting, to the Board of Directors after which said Board shall hear reasons why penalties should not be imposed. A written decision of the said Board shall be submitted to the Member not later than seven (7) days after such Board of Directors meeting.

7. Penalties. The Board of Directors may impose special Assessments against the Lot or Single Family Residence owned by the Member as follows:

First non-compliance or violation: a fine not to exceed fifty dollars (\$50.00).

Second non-compliance or violation: a fine not to exceed one hundred dollars (\$100.00).

Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of two hundred dollars (\$200.00) per day, each day of non-compliance being a violation.

8. Payment of Penalties. Fines shall be paid not later than fifteen (15) days after notice of the imposition or assessment of the penalties.

9. Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth in Article VI hereof.

10. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

11. Non-exclusive Remedy. These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE X

GENERAL PROVISIONS

1. Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the Community Association or the owner of any of such Lots, and the their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement, of any such ten (10) year period, (1) members of the Community Association holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained, is signed by the president and secretary of said association and recorded in the Public Records of Charlotte County.

2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Community Association or any Lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such costs shall include reasonable attorney's fees, including attorney's fees for appellate

proceedings, incurred by the Community Association but not attorney's fees incurred by any Lot owner in bringing an action against another Lot owner. Failure by the Association or any Lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto. The Association shall not in any way be held liable or held responsible for any violation of this Declaration by any persons or party and shall not in any way be held liable or responsible for the enforcement of the covenants and restrictions contained herein.

3. Severability. Invalidity of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

4. Amendment. This Declaration may be amended at any time and from time to time upon the approval of members of the Community Association holding at least two-thirds (2/3) of the voting rights and upon the recordation in the Public Records of Charlotte County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said association.

5. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Association Membership, by vote at the Annual General meeting held February 7, 2004 at Cape Haze, Florida, and written approvals, has approved the amendment and adoption of these Restated Covenants and Restrictions in accordance with Article X, Section 4, Amendment, and has caused this Declaration to be executed by its undersigned duly authorized officers, this 20th day of February 2004.

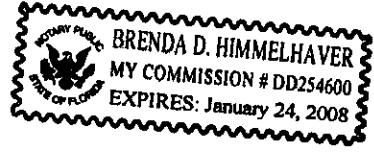
EAGLE PRESERVE COMMUNITY ASSOCIATION, INC.
By: [Signature] /s/
President
By: [Signature] /s/
Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgment, personally appeared John Starwey and Mark Cramer, to me known to be the persons described as officers of the EAGLE PRESERVE COMMUNITY ASSOCIATION, INC., a homeowners' association, and they acknowledged before me that they executed said instrument in the name of and for that joint venture, affixing its corporate seal, and that they were duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above,
This 20th day of February, 2004.

(NOTARIAL SEAL)



JHF 20031212

MARCH 19, 2004

OFFICIAL RECORD BOOK 2424 PAGE 392 WAS NOT USED.