

The following pages are the covenants, conditions, restrictions, etc. for:

Eagle Point in Auburndale, FL.

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

INSTR # 2001216268
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RICHARD M. MITES CLERK OF COURT
POLK COUNTY
DEPUTY CLERK K Johnson

**ARTICLES OF INCORPORATION
OF
EAGLE POINT HOMEOWNERS
ASSOCIATION, INC.**

In compliance with the requirements of "Florida Not for Profit Corporation Act", the undersigned, all of whom are residents of Polk County, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.**, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 522 Hwy. 92, Auburndale, FL 33823.

ARTICLE III

NEAL E. YOUNG, whose address is 308 Third Street, N.W., Winter Haven, Florida 33881, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

The West 1/4 of the East 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 27 South, Range 25 East, Polk County, Florida.

Subject to Maintained Right of Way for Adams Road Per Map Book 6, Pages 380-383, Public Records of Polk County, Florida.

AND

The East 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 27 South, Range 25 East, Polk County, Florida, Less and Except the Following:

Begin at the Southeast Corner of said East 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 and Run Thence Along the Southerly Boundary Thereof N-89°55'29"-W, 330.95 Feet to the Southwest Corner of said East 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4; Thence Along the Westerly Boundary Thereof N-00°03'48"-W, 330.26 Feet; Thence N-89°56'32"-E, 91.70 Feet; Thence S-00°05'45"-E, 100.00 Feet; Thence N-89°56'32"-E, 239.12 Feet to a Point on the Easterly Boundary of Said East 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4; Thence Along said Easterly Boundary S-00°04'47"-E, 251.03 Feet to the Point of Beginning.

Containing 17.65 Acres (Gross)

Return to:
Neal E. Young, Attorney at Law
-in Winter Haven Branch Courier

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of Courts of Polk County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) operate and maintain all Common Areas, meaning all planned subdivision roads, and easements together with the boundary walls located on a portion thereof, and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances;

(i) establish rules and regulations to govern conduct of members of the Association and furtherance of the principles and purposes contained in these Articles of Incorporation and consistent with the purposes of the Declaration of Covenants, Conditions and Restrictions;

(j) impose assessments against members of the Association and to enforce said assessments as set forth in the Declaration of Covenants, Conditions and Restrictions governing the subdivision.

(k) the Association shall have the power to sue and to be sued;

(l) the Association shall have the power to contract for services to provide for operation and maintenance of the Common Areas if the Association shall employ a maintenance company;

(m) require all the homeowners, lot owners, property owners, or unit owners to be members of the Association as a condition to ownership of property within the subdivision.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be

appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 2010.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3), no more than nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are.

<u>NAME</u>	<u>ADDRESS</u>
<u>JAMES C. SPIVEY</u>	<u>522 Hwy. 92, Auburndale, FL 33823</u>
<u>JAMES M. SPIVEY</u>	<u>522 Hwy. 92, Auburndale, FL 33823</u>
<u>RODNEY SPIVEY</u>	<u>522 Hwy. 92, Auburndale, FL 33823</u>

At the first annual meeting the members shall elect one-third of the directors for a term of one year, one-third of the directors for a term of two years and one-third of the directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event

that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS




Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

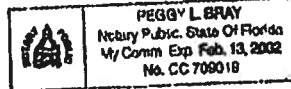
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 16th day of December, 2001.

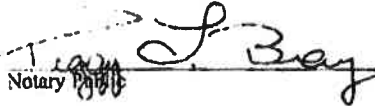

JAMES C. SPIVEY

JAMES M. SPIVEY

RODNEY SPIVEY

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of December, 2001, by JAMES C. SPIVEY, JAMES M. SPIVEY and RODNEY SPIVEY, who are personally known to me or who have presented their Florida Driver's Licenses as identification.

SEAL




Notary Public

Peggy L. Bray

Printed Name

My Commission Expires:

**CERTIFICATE DESIGNATING (OR CHANGING) PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED.**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act:

FIRST: That EAGLE POINT HOMEOWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation at 522 Highway 92, Auburndale, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.


JAMES C. SPIVEY

INSTR # 2001216269

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RICHARD M. WEIGS CLERK OF COURT

POLK COUNTY

DEPUTY CLERK M. Johnson

BY-LAWS
OF
EAGLE POINT HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at **522 Highway 92, Auburndale, FL 33823** but meetings of members and directors may be held at such places within the State of Florida, County of Polk, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to **SIGNATURE HOMES OF CENTRAL FLORIDA, INC.**, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Courts, Polk County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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ARTICLE III

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

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Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one-third of the directors for a term of one year, one-third of the directors for a term of two years and one-third of the directors for a term of three years; and at each annual meeting thereafter the members shall elect one-third of the directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any actions in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt as such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:
EAGLE POINT HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

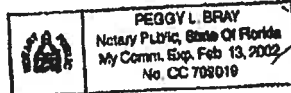
IN WITNESS WHEREOF, we, being all of the directors of the have hereunto set our hands this 10th day of December, 2000.

[Handwritten signatures of James C. Spivey, James M. Spivey, and Rodney Spivey]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10th day of December, 2001, by JAMES C. SPIVEY, JAMES M. SPIVEY, and RODNEY SPIVEY, who are personally known to me or who have presented their Florida Driver's License as identification.

SEAL



Notary Public

Peggy L. Bray

My Commission Expires:

Printed Name

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the **EAGLE POINT HOMEOWNERS ASSOCIATION**, a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 10th day of December, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 10th day of December, 2001.

Secretary



INSTR # 2001216270
OR BK 04873 PG 0584
RECORDED 12/13/2001 12:48 PM
RICHARD H. MILES CLERK OF COURT
POLK COUNTY
DEPUTY CLERK M. Johnson

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

SIGNATURE HOMES OF CENTRAL FLORIDA, INC., a Florida Corporation, hereinafter called developer, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as **EAGLE POINT** pursuant to a plat recorded in Plat Book 116 at page 46 of the public records of Polk County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, developer hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.**, a nonprofit corporation, its successors and assigns, the Bylaws of which are attached hereto and made a part hereof.

Section 2. "Common Area" shall mean all platted subdivision roads, and easements together with the boundary walls located on a portion thereof, and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. These common areas are set forth on the recorded subdivision plat referred to above.

Section 3. "Developer" shall mean and refer to **SIGNATURE HOMES OF CENTRAL FLORIDA, INC.**, a Florida Corporation, and its successors and assigns. Developer is also sometimes referred to as "Declarant".

Section 4. "Lot" shall mean any unit of land shown on the recorded subdivision plat referred to above together with any amendments thereto with the exception of the common areas, and subject to easements as shown on said plat.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, by shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

Section 10. "Subdivision" shall mean and refer to **EAGLE POINT**, as shown in the plat thereof recorded in the Public Records of Polk County, Florida, and such additions thereto as may be brought within the jurisdiction of the association as herein-after provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of a developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a

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Neal E. Young, Attorney at Law
J. Walter Raven Branch Courier

given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Developer, who shall be entitled to exercise three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 2010, whichever first occurs.

ARTICLE III. ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Developer hereby covenants for each lot sold within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement, mowing and maintenance of the common areas and any lots within the subdivision, to be determined within the opinion of the Board of Directors of the Association. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common areas, including all surface water management systems facilities.

(b) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, or the like, which the ASSOCIATION is required to obtain pursuant to the terms of this Declaration, or which shall be necessary or proper in the opinion of the Board of Directors of the ASSOCIATION for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessments.

(a) Until June 1, 2003, the maximum annual assessment shall be \$110.00.

(b) From and after June 1, 2002, the maximum annual assessment may be increased each year not more than 10% above the maximum allowable assessment for the previous year without the vote or written assent of a majority of the members' votes.

(c) From and after June 1, 2002, the maximum annual assessment may be increased above 10% by the vote or written assent of a majority of the members' votes.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum, without a member vote.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

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Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the May 31st annual due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and may, on or before July 15th of each year, cause to be recorded in the Public Records of Polk County, a list of delinquent assessments as of that date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Only the Association shall have such rights in and to the common area as follows:

- (a) For the purpose of drainage and utilities, and the maintenance thereof;
- (b) To dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Right of Entry. Only the association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any common area of lot at any reasonable hour on any day to perform such maintenance as may be authorized herein. Therefore, no other entry shall be allowed.

Section 3. No Partition. There shall be no judicial partition of the common area, nor shall developer, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

ARTICLE V. USE RESTRICTIONS

The subdivision (EAGLE POINT) shall be occupied and used only as follows:

Section 1. USE. Each lot shall be used exclusively for single family occupancy residential purposes, and no more than one dwelling unit shall be located on any platted lot. Said dwelling unit may not be a mobile or modular home but only a conventional home. No business activity or commercial use shall be conducted or carried on in connection with the residential usage of the above described real property, other than sales of homes and lots.

Section 2. STRUCTURES AND DRIVEWAYS. All additions, buildings, utility sheds must be constructed from new material and be completed and fully painted within 30 days from commencement. Driveways shall not obstruct drainage and shall comply with county driveway regulations and permitting.

Section 3. PROHIBITED DWELLINGS. Other than new utility buildings, no building or structure of any sort may be moved on any lot, it being the intention of these restrictions that any and all buildings and structures constructed on the property be of new materials. No tent, motor home, camper, travel trailer, garage outbuilding or attachment shall be erected or placed on any lot prior to the placement or the construction or delivery of the main dwelling unit, nor at any time may be used as a residence, either temporary or permanent.

Section 4. SETBACKS. No part or portion of any dwelling unit or structure shall be placed outside the building area as depicted on the plat of EAGLE POINT.

Section 5. GARBAGE. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property, said containers to be covered at all times and emptied regularly by a commercial garbage service. There shall be no open garbage pits, nor shall garbage or trash be stored or burned in a manner and location so as to be a nuisance to the neighboring property or properties. All garbage, landscape debris or excess building materials shall be removed within seven days.

Section 6. NUISANCES AND ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however, household pets may be kept on a leash or in a fenced in area provided they are not kept or bred for any commercial purpose. No noxious activity or trade of any sort shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any use be made of this property that will in any way injure or lower the value of any adjoining property or the property of the subdivision as a whole, and no advertising sign of any kind shall be displayed on any lot except for one sign when advertising the property for sale or rent, and any signs used by a builder or developer to advertise the property during construction or sales period.

Section 7. VISUAL OBSTRUCTIONS: Outside antenna or satellite dishes shall not be located between dwelling unit and adjacent street. All mowers, bicycles, appliances, etc., to be permanently stored, and outside clothes drying shall only be hung on an umbrella type pole located at the rear of the dwelling unit with an effort made to keep it from street view. All appliances and miscellaneous items of personal property are to be housed in an enclosed permanent structure. All homes must be served by underground utility connections. All newspaper boxes shall be mounted on the same post as the mailbox.

Section 8. FENCING AND VEHICLES: No fence or wall shall be constructed from used material, nor shall be more than three (3) feet high between the home and any street right of way, nor six feet (6) high elsewhere. All vehicles, trucks, and boat trailers, kept in the premises shall have current year's license tag and be in operative condition. No tractor/trailers or trucks larger than 1 1/2 ton capacity shall be parked on these premises, except for commercial delivery service. Except for emergency repairs, vehicles, boats, or utility trailers, campers and motor homes must be placed behind the home with an effort being made to prevent them from being seen from the front of the street.

Section 9. MAINTENANCE. Each lot owner shall be responsible for the improvements, care and maintenance of his property and shall keep the same neat, clean, and mowed. Failure to abide by this requirement or any of the restrictions herein will allow the Developer or Homeowners' Association at their discretion, to enter upon the premises and make improvements and perform maintenance at the owner's expense; payment of said expense or pro-rata share of common area maintenance shall be made by lot owner with fifteen (15) days from billing mailing date. Unless timely paid, Developer or Homeowners' Association may add actual cost plus twenty percent (20%) to any mortgage indebtedness then owing to Developer on said lot, or may cause a charging lien to be placed upon said lot for actual cost plus twenty percent plus all legal expenses, and may collect same by civil action.

Section 10. REGULATIONS. Lot purchasers shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of their lot for residential purposes. All dwelling units within the subdivision shall utilize the public water and sewer service facilities as made available and each owner thereof shall pay the duly authorized tap, service, and other charges occasioned by the use thereof. Purchaser shall not obstruct the flow of drainage in any ditches.

Section 11. Any violation of the above prior to ninety-nine (99) years from the date hereof shall entitle any owner of any lot to enforce same by injunction, and further, the invalidation of any one of these restrictions by judgment or order of court will in no way affect any of the other restrictions, and such other restrictions shall remain in full force and effect.

Section 12. These restrictions in Article V hereof may be amended at any time by the Developer in case of hardship so long as the amendment does not dilute or weaken the intent or purposes of these restrictions.

Section 13. In the event suit is brought to enforce these restrictions, the losing party shall be responsible for all court costs and a reasonable attorneys' fee incurred by the prevailing party.

Section 14. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association, after the original development thereof by the developer.

Section 15. Developer or the transferees of developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent developer, developer's transferees, or the employed, contractors, or subcontractors of developer or developer's transferees from doing on any part or parts of the subdivision owned or controlled by developer or developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by developer, developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise, but not limited to, model homes and sales offices;

(c) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from conducting on any part or parts of the subdivision property owned or controlled by developer or developer's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots; or

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

Section 16. All dwellings and attached garages as originally constructed by the developer must be maintained as the originally intended use as a dwelling unit and garage. Garages must not be converted to living area, but must be maintained as storage for an automobile with an overhead garage door as originally constructed. Trees in the front yard must be replaced, if they die, with a tree at least six feet tall. All post lights must be maintained and lit with type bulb as originally installed from dusk to dawn. All mailboxes must be maintained in uniform color and size as originally installed.

ARTICLE VI. ANNEXATION OF ADDITIONAL PROPERTY

Additional residential lots and common areas, upon request, may be annexed to the subdivision within the sole discretion of the developer until January 1, 2025, so long as the additional lots do not exceed 600 lots, and thereafter additional residential properties and common areas may be annexed to the subdivision with the consent of a majority of member votes.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. Developer, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by developer, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

Section 4. Subordination. No breach of any of the conditions herein contained or recovery by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association of any member thereof for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots, except that any agreement by the then owners which would affect the surface water management system, including the water management portions of the common area, must also be approved, executed and acknowledged by the Southwest Florida Water Management District.

Executed at Auburndale, Florida, Polk County, Florida, this 16th day of December, 2001.

Signed, sealed and delivered
in presence of:

[Signature]
Witness: Lisa R. [Signature]

**SIGNATURE HOMES OF CENTRAL
FLORIDA, INC.**

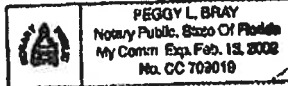
By: [Signature]
President

Auburndale, FL 33823

[Signature]
Witness: Peggy L. Bray

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me the 16th day of December, 2001, by JAMES C. SPIVEY, President of SIGNATURE HOMES OF CENTRAL FLORIDA, INC., who is personally known to me or who has presented his Florida Drivers' License as identification.



SEAL

[Signature]
Notary Public

Printed Name

My Commission Expires:

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POLK COUNTY
DEPUTY CLERK M. JOHNSON

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

SIGNATURE HOMES OF CENTRAL FLORIDA, INC., a Florida Corporation, hereinafter called developer, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as **EAGLE POINT** pursuant to a plat recorded in Plat Book 116 at page 46 of the public records of Polk County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, developer hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.**, a nonprofit corporation, its successors and assigns, the Bylaws of which are attached hereto and made a part hereof.

Section 2. "Common Area" shall mean all platted subdivision roads, and easements together with the boundary walls located on a portion thereof, and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. These common areas are set forth on the recorded subdivision plat referred to above.

Section 3. "Developer" shall mean and refer to **SIGNATURE HOMES OF CENTRAL FLORIDA, INC.**, a Florida Corporation, and its successors and assigns. Developer is also sometimes referred to as "Declarant".

Section 4. "Lot" shall mean any unit of land shown on the recorded subdivision plat referred to above together with any amendments thereto with the exception of the common areas, and subject to easements as shown on said plat.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, by shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

Section 10. "Subdivision" shall mean and refer to **EAGLE POINT**, as shown in the plat thereof recorded in the Public Records of Polk County, Florida, and such additions thereto as may be brought within the jurisdiction of the association as herein-after provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of a developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a

Return to:
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J. Walter Haven Branch Courier

given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Developer, who shall be entitled to exercise three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 2010, whichever first occurs.

ARTICLE III. ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Developer hereby covenants for each lot sold within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement, mowing and maintenance of the common areas and any lots within the subdivision, to be determined within the opinion of the Board of Directors of the Association. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common areas, including all surface water management systems facilities.

(b) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, or the like, which the ASSOCIATION is required to obtain pursuant to the terms of this Declaration, or which shall be necessary or proper in the opinion of the Board of Directors of the ASSOCIATION for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessments.

(a) Until June 1, 2003, the maximum annual assessment shall be \$110.00.

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Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

The maximum annual assessment was set at \$110.00 in 2003. The way we read this, the maximum annual assessment each year would be \$121.00 for 2004, \$133.10 for 2005, \$146.41 for 2006, \$161.45 for 2007, \$177.15 for 2007, \$194.87 for 2008, \$214.35 for 2009, \$235.89 for 2010, \$259.36 for 2011 and \$285.29 for 2012.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the May 31st annual due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and may, on or before July 15th of each year, cause to be recorded in the Public Records of Polk County, a list of delinquent assessments as of that date.

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Section 5. GARBAGE. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property, said containers to be covered at all times and emptied regularly by a commercial garbage service. There shall be no open garbage pits, nor shall garbage or trash be stored or burned in a manner and location so as to be a nuisance to the neighboring property or properties. All garbage, landscape debris or excess building materials shall be removed within seven days.

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Section 8. FENCING AND VEHICLES: No fence or wall shall be constructed from used material, nor shall be more than three (3) feet high between the home and any street right of way, nor six feet (6) high elsewhere. All vehicles, trucks, and boat trailers, kept in the premises shall have current year's license tag and be in operative condition. No tractor/trailers or trucks larger than 1 1/2 ton capacity shall be parked on these premises, except for commercial delivery service. Except for emergency repairs, vehicles, boats, or utility trailers, campers and motor homes must be placed behind the home with an effort being made to prevent them from being seen from the front of the street.

Section 9. MAINTENANCE. Each lot owner shall be responsible for the improvements, care and maintenance of his property and shall keep the same neat, clean, and mowed. Failure to abide by this requirement or any of the restrictions herein will allow the Developer or Homeowners' Association at their discretion, to enter upon the premises and make improvements and perform maintenance at the owner's expense; payment of said expense or pro-rata share of common area maintenance shall be made by lot owner with fifteen (15) days from billing mailing date. Unless timely paid, Developer or Homeowners' Association may add actual cost plus twenty percent (20%) to any mortgage indebtedness then owing to Developer on said lot, or may cause a charging lien to be placed upon said lot for actual cost plus twenty percent plus all legal expenses, and may collect same by civil action.

Section 10. REGULATIONS. Lot purchasers shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of their lot for residential purposes. All dwelling units within the subdivision shall utilize the public water and sewer service facilities as made available and each owner thereof shall pay the duly authorized tap, service, and other charges occasioned by the use thereof. Purchaser shall not obstruct the flow of drainage in any ditches.

Section 11. Any violation of the above prior to ninety-nine (99) years from the date hereof shall entitle any owner of any lot to enforce same by injunction, and further, the invalidation of any one of these restrictions by judgment or order of court will in no way affect any of the other restrictions, and such other restrictions shall remain in full force and effect.

Section 12. These restrictions in Article V hereof may be amended at any time by the Developer in case of hardship so long as the amendment does not dilute or weaken the intent or purposes of these restrictions.

Section 13. In the event suit is brought to enforce these restrictions, the losing party shall be responsible for all court costs and a reasonable attorneys' fee incurred by the prevailing party.

Section 14. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association, after the original development thereof by the developer.

Section 15. Developer or the transferees of developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent developer, developer's transferees, or the employed, contractors, or subcontractors of developer or developer's transferees from doing on any part or parts of the subdivision owned or controlled by developer or developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(h) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by developer, developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise, but not limited to, model homes and sales offices;

(c) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from conducting on any part or parts of the subdivision property owned or controlled by developer or developer's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots; or

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

Section 16. All dwellings and attached garages as originally constructed by the developer must be maintained as the originally intended use as a dwelling unit and garage. Garages must not be converted to living area, but must be maintained as storage for an automobile with an overhead garage door as originally constructed. Trees in the front yard must be replaced, if they die, with a tree at least six feet tall. All post lights must be maintained and lit with type bulb as originally installed from dusk to dawn. All mailboxes must be maintained in uniform color and size as originally installed.

ARTICLE VI. ANNEXATION OF ADDITIONAL PROPERTY

Additional residential lots and common areas, upon request, may be annexed to the subdivision within the sole discretion of the developer until January 1, 2025, so long as the additional lots do not exceed 600 lots, and thereafter additional residential properties and common areas may be annexed to the subdivision with the consent of a majority of member votes.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. Developer, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by developer, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

Section 4. Subordination. No breach of any of the conditions herein contained or remedy by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association of any member thereof for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots, except that any agreement by the then owners which would affect the surface water management system, including the water management portions of the common area, must also be approved, executed and acknowledged by the Southwest Florida Water Management District.

Executed at Auburndale, Florida, Polk County, Florida, this 16th day of December, 2001.

Signed, sealed and delivered
in presence of:

Lidia Kossik
Witness: Lidia Kossik

**SIGNATURE HOMES OF CENTRAL
FLORIDA, INC.**

By James C. Spivey

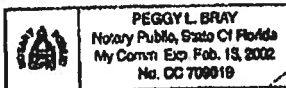
President

Auburndale, FL 33823

Peggy L. Bray
Witness: Peggy L. Bray

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me the 16th day of December, 2001, by JAMES C. SPIVEY, President of SIGNATURE HOMES OF CENTRAL FLORIDA, INC., who is personally known to me or who has presented his Florida Drivers' License as identification.



SEAL

Peggy L. Bray
Notary Public

Printed Name

My Commission Expires:

INSTR # 2003044411

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RICHARD H. WEISS, CLERK OF COURT

POLK COUNTY

RECORDING FEES 6.00

RECORDED BY L. Richards

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This document amends the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS recorded December 13, 2001, in OR Book 4873, Page 584, which governs EAGLE POINT, a plat recorded in PB 116, Pages 46 in the public records of Polk County, Florida.

WHEREAS the Southwest Florida Water Management District (the District) requires the EAGLE POINT HOMEOWNERS ASSOCIATION to maintain all surface water management system facilities as part of the common elements consistent with the rules and regulations of the District;

NOW THEREFORE the following are adopted and incorporated:

- I. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.
- II. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities.
- III. If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

EXECUTED AT Auburndale, Polk County, Florida this 15th day of April, 2002.

Signed, sealed and delivered
in presence of:

Helissa L. Bean
Witness: Marissa L. Bean

Aida Ivette Rosario
Witness: Aida Ivette Rosario

SIGNATURE HOMES OF CENTRAL
FLORIDA, INC.

By: [Signature]
President
Auburndale, FL 33823

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the 15th day of April, 2002, by James M. Spivey, President of SIGNATURE HOMES OF CENTRAL FLORIDA, INC., who is personally known to me or who has presented his Florida Drivers' License as identification

SPAL



Aida Ivette Rosario
Notary Public

My Commission Expires:

RECORDED BY
R. L. L. Young
03/06/2003

RECORDED 12/13/2001 12:40 PM
RICHARD M. HEISS, CLERK OF COURT
POLK COUNTY
DEPUTY CLERK M. Johnson

**ARTICLES OF INCORPORATION
OF
EAGLE POINT HOMEOWNERS
ASSOCIATION, INC.**

In compliance with the requirements of "Florida Not for Profit Corporation Act", the undersigned, all of whom are residents of Polk County, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.**, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 522 Hwy. 92, Auburndale, FL 33823.

ARTICLE III

NEAL E. YOUNG, whose address is **308 Third Street, N.W., Winter Haven, Florida 33881**, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

**The West 1/4 of the East 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 26,
Township 27 South, Range 25 East, Polk County, Florida.**

Subject to Maintained Right of Way for Adams Road Per Map Book 6, Pages 380-383, Public Records of Polk County, Florida.

AND

The East 1/4 of the West 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 27 South, Range 25 East, Polk County, Florida, Less and Except the Following:

Begin at the Southeast Corner of said East ½ of the West ½ of the Southeast 1/4 of the Southwest 1/4 and Run Thence Along the Southerly Boundary Thereof N-89° 55'29"-W, 330.95 Feet to the Southwest Corner of said East ½ of the West ½ of the Southeast 1/4 of the Southwest 1/4; Thence Along the Westerly Boundary Thereof N-00° 03'48"-W, 350.26 Feet; Thence N-89° 56'32"-E, 91.70 Feet; Thence S-00° 05'45"-E, 100.00 Feet; Thence N-89° 56'32"-E, 239.12 Feet to a Point on the Easterly Boundary of Said East ½ of the West ½ of the Southeast 1/4 of the Southwest 1/4; Thence Along said Easterly Boundary S-00° 04'47"-E, 251.03 Feet to the Point of Beginning.

Containing 17.65 Acres (Gross)

Return to: ---
 Neal E. Young, Attorney at Law
 121 Winter Haven Branch Courier

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of Courts of Polk County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) operate and maintain all Common Areas, meaning all platted subdivision roads, and easements together with the boundary walls located on a portion thereof, and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances;

(i) establish rules and regulations to govern conduct of members of the Association and furtherance of the principles and purposes contained in these Articles of Incorporation and consistent with the purposes of the Declaration of Covenants, Conditions and Restrictions;

(j) impose assessments against members of the Association and to enforce said assessments as set forth in the Declaration of Covenants, Conditions and Restrictions governing the subdivision.

(k) the Association shall have the power to sue and to be sued;

(l) the Association shall have the power to contract for services to provide for operation and maintenance of the Common Areas if the Association shall employ a maintenance company;

(m) require all the homeowners, lot owners, property owners, or unit owners to be members of the Association as a condition to ownership of property within the subdivision.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be

appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 2010.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3), no more than nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are.

<u>NAME</u>	<u>ADDRESS</u>
<u>JAMES C. SPIVEY</u>	<u>522 Hwy. 92, Auburndale, FL 33823</u>
<u>JAMES M. SPIVEY</u>	<u>522 Hwy. 92, Auburndale, FL 33823</u>
<u>RODNEY SPIVEY</u>	<u>522 Hwy. 92, Auburndale, FL 33823</u>

At the first annual meeting the members shall elect one-third of the directors for a term of one year, one-third of the directors for a term of two years and one-third of the directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event

that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 10th day of December, 2001.


JAMES C. SPIVEY

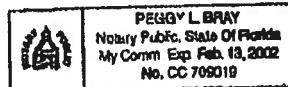

JAMES M. SPIVEY

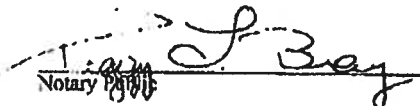

RODNEY SPIVEY

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10th day of December, 2001, by JAMES C. SPIVEY, JAMES M. SPIVEY and RODNEY SPIVEY, who are personally known to me or who have presented their Florida Driver's Licenses as identification.

SEAL




Notary Public

Peggy L. Bray

Printed Name

My Commission Expires:

**CERTIFICATE DESIGNATING (OR CHANGING) PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED.**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act:

FIRST: That **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.** desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation at 522 Highway 92, Auburndale, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.


JAMES C. SPIVEY

INSTR # 2001216269

OR ~~REF~~ 04873 PG 0577

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RICHARD M. WEISS CLERK OF COURT
NEW YORK

SAFETY CLEAN

THE UNIVERSITY OF CHICAGO PRESS

**BY-LAWS
OF
EAGLE POINT HOMEOWNERS
ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION: The name of the corporation is **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at **522 Highway 92, Auburndale, FL 33823** but meetings of members and directors may be held at such places within the State of Florida, County of Polk, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to **EAGLE POINT HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions therein as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to SIGNATURE HOMES OF CENTRAL FLORIDA, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Courts, Polk County, Florida.

Section 8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

BK04073 2001216260

PG0572 12/13/2001

ARTICLE III

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Return to:
 (R) Cecil E. Young, Attorney at Law
 12 Winter Haven Branch Courier

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one-third of the directors for a term of one year, one-third of the directors for a term of two years and one-third of the directors for a term of three years; and at each annual meeting thereafter the members shall elect one-third of the directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any actions in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt as such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:
EAGLE POINT HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

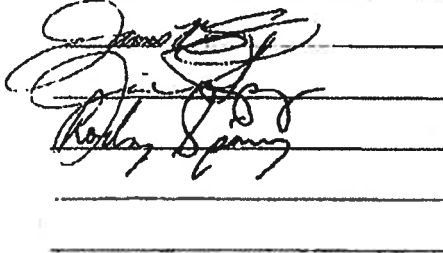
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

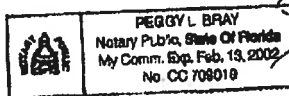
IN WITNESS WHEREOF, we, being all of the directors of the have hereunto set our hands
this 14th day of December, 2001.



STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of December, 2001, by JAMES C. SPIVEY, JAMES M. SPIVEY, and RODNEY SPIVEY, who are personally known to me or who have presented their Florida Driver's License as identification.

SEAL




Notary Public

Peggy L. Bray

My Commission Expires:

Printed Name

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the **EAGLE POINT HOMEOWNERS ASSOCIATION**, a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16th day of December, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 16th day of December, 2001.


Secretary