

**EAGLES' RESERVE  
HOMEOWNERS ASSOCIATION, INC.**

**NOTICE**

March 27, 2015

Dear Homeowner(s):

I am contacting you on behalf of the Board of Directors for the Eagles' Reserve Homeowners Association, Inc.

We have enclosed:

Certificate of Amendment to the Declaration of Covenants and Restrictions

Certificate of Corporate Resolution

At the January annual meeting Section of 8.4 was added to Article 8 of the Declaration of Covenants and Restrictions regarding violations that have not been corrected. This will allow the Board of Directors to hire an outside contractor to bring the violation to code at the owner's expense, and to be able to maintain the standards of the community.

Also, adopted at the annual meeting was the Certificate of Corporate Resolution which supplements the Rules and Regulations regarding leasing guidelines.

These amendments are a permanent part of your records. Please be sure to file with your other documents.

Enforcement will commence on April 1, 2015.

If you have any question or concerns about this notice or any other questions about the Rules and Regulations, please contact me at 727-726-8000 ext. 259.

ON BEHALF OF THE BOARD OF DIRECTORS

Respectfully,

*Phil Colettis*

Phil Colettis, LCAM  
Community Association Manager

***Ameri-Tech Property Management, Inc.***

[www.ameri-techcompanies.com](http://www.ameri-techcompanies.com)

---

24701 US Highway 19 No. ~ Suite 102 Clearwater FL 33763 Phone (727) 726-8000 Fax (727) 723-1101

Prepared by and return to:  
James R. De Furio, P.A.  
PO Box 172717  
Tampa, FL 33672-0717

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2015041301 02/12/2015 at 03:58 PM  
OFF REC BK: 18676 PG: 1336-1337  
DocType:RST RECORDING: \$18.50

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR BOOT RANCH – EAGLE WATCH – PHASE B-II  
TO BE KNOWN AS “THE EAGLES RESERVE”**

WE HEREBY CERTIFY THAT the attached Amendment adding Section 8.4 to Article 8 of the Declaration of Covenants and Restrictions for Boot Ranch – Eagle Watch – Phase B-II – to be known as “The Eagles Reserve,” originally recorded at **Official Records Book 7625, Page 1456**, et. seq., of the Public Records of Pinellas County, Florida, as has been amended from time to time thereafter, was duly adopted in the manner provided in Section 12.1 of the Declaration by the affirmative vote of at least two-thirds (2/3) of the owners at a meeting duly noticed held on the 13<sup>th</sup> day of January, 2015.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of January, 2015 at Pinellas County, Florida.

WITNESSES

EAGLES’ RESERVE HOMEOWNERS’  
ASSOCIATION, INC.

Sign \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Todd D. Nelson

Print \_\_\_\_\_

As: President

Sign \_\_\_\_\_

\_\_\_\_\_  
Secretary (Seal)

Print \_\_\_\_\_

Todd D. Nelson

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 27 day of January, 2015, by Todd Nelson and David Williams as President and Secretary respectively, of Eagles’ Reserve Homeowners’ Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.



Stephanie Kotakis  
State of Florida

\_\_\_\_\_  
Signature of Notary Public – State of Florida

My Commission Expires 06/23/2018  
Commission No. FF 135279

Stephanie Kotakis  
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ or Produced FDL as Identification

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR BOOT RANCH – EAGLE WATCH – PHASE B-II**  
**TO BE KNOWN AS “THE EAGLES RESERVE”**

Amendment adding Section 8.4 to Article 8 of the Declaration of Covenants and Restrictions for Boot Ranch – Eagle Watch – Phase B-II – to be known as “The Eagles Reserve,” originally recorded at **Official Records Book 7625, Page 1456**, et. seq., of the Public Records of Pinellas County, Florida, and as has been amended from time to time thereafter.

Additions indicated by underlining  
Deletions indicated by striking through  
Unaffected text by “...”

...

**8. MAINTENANCE**

...

**8.4** In the event the Board of Directors of the Association determines that any Lot Owner has failed or refused to discharge properly his obligation under this Declaration with respect to the maintenance, repair, or replacement of any items for which a Lot Owner is responsible, the Association shall give the Lot Owner written notice by certified mail, postage prepaid, return receipt requested, of the Association's intent to provide the necessary maintenance, repair or replacement at the Lot Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Lot Owner shall have fifteen (15) days from the date of mailing the notice to complete the maintenance, repair or replacement in a manner acceptable to the Board of Directors or to request a hearing before the Board to contest its determination. If the Lot Owner fails in this obligation, or if the Owner requests a hearing and the Board, by majority vote, affirms its determination, then the Association may provide such maintenance, repair and replacement at the Lot Owner's sole cost and expense, and the cost shall be added to and become part of the assessment for which the Lot Owner is responsible, and along with all costs and expenses of collection, including reasonable attorney's fees, shall become a lien against the Lot subject to foreclosure.

...

Prepared by and return to:  
James R. De Furio, P.A.  
PO Box 172717  
Tampa, FL 33672-0717

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2015065885 03/10/2015 at 09:02 AM  
OFF REC BK: 18702 PG: 2504-2506  
DocType:CTF RECORDING: \$27.00

**CERTIFICATE OF CORPORATE RESOLUTION  
FOR EAGLES' RESERVE HOMEOWNERS' ASSOCIATION, INC**

WE HEREBY CERTIFY THAT the attached Supplemental Rules and Regulations of Eagles' Reserve Homeowners' Association, Inc., the Declaration for which is recorded in **Official Records Book 7625, Page 1456, et. seq., of the Public Records of Pinellas County, Florida**, and as may have been later amended from time to time, was duly adopted by the affirmative vote of the membership, 34 in favor and 1 against, at a duly noticed meeting of the membership at which a quorum was present held on January 13, 2015, and was also adopted by a unanimous vote of the Board of Directors at a duly noticed meeting of the Board of Directors at which a quorum was present held on February 10, 2015.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of February, 2015 at Pinellas County, Florida.

WITNESSES

EAGLES' RESERVE HOMEOWNERS'  
ASSOCIATION, INC.

Sign \_\_\_\_\_

Print \_\_\_\_\_

Sign \_\_\_\_\_

Print \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: David R. Williams

As: President

\_\_\_\_\_  
Secretary (Seal)

Todd NELSON

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 23 day of February, 2015, by David Williams and Todd Nelson as President and Secretary respectively, of Eagles' Reserve Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation



State of Florida  
My Commission Expires 06/23/2018  
Commission No. FF 135279  
Bonded through CNA Surety

\_\_\_\_\_  
Signature of Notary Public - State of Florida  
Stephanie Kotakis  
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced FLDL as Identification

***Supplemental Rules and Regulations of Eagles' Reserve Homeowners' Association, Inc.***

I. Leases. Dwelling Units may be rented or occupied only in their entirety as a Single Family Dwelling, and no fraction or portion of a Dwelling Unit may be rented, leased, licensed or occupied under an occupancy agreement. No individual rooms or portion of a Dwelling Unit may be leased, rented or licensed on any terms whatsoever. No tenancies shall be permitted except those which strictly conform to the following:

- A. All lease agreements shall be in writing.
- B. All lease agreements, together with tenant questionnaire in a form acceptable to the Association shall be submitted to the Association at least five (5) days prior to commencement of the lease term. The Board of Directors may require a standard tenant questionnaire, a standard form lease, and any other information regarding the tenant(s) or occupants as the Association may reasonably require.
- C. The Board of Directors may require a standard form questionnaire including, but not necessarily limited to, the following information:
  - 1. Credit references and information regarding bankruptcy.
  - 2. Information regarding misdemeanor and felony arrest, disposition, and sanction records for all who will occupy the rental address.
  - 3. Driver's license number and state of issue for all who will occupy the rental address.
  - 4. A list of all vehicles and license plate numbers that will be parked at the rental address.
  - 5. Previous addresses.
- D. A thorough background check of the tenants and any occupants may be completed by an investigation company chosen by the Association.
- E. The Association may deny a lease on the ground that the proposed tenant or occupant poses a danger or undue risk to the health, safety or general welfare of the community because:
  - 1. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has not been completed, or
  - 2. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has been completed, but the felony conviction disqualifying a tenant or occupant would be a crime which designates the tenant or occupant a sexual predator or sexual offender (§ 775.21, 943.0435, Fla. Stat.), or



3. any other ground that would tend to reasonably show that the tenant or occupant may pose a danger or undue risk to the health, safety or general welfare of the community.
- F. All lease agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant or occupant, their guests, family members or invitees, of the Governing Documents, including the rules and regulations, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law.
- G. The Owner shall remove, at Owner's sole expense, by legal means, including eviction, the tenant or occupant, or their guests, family members or invitees, should any of them refuse or fail to abide by and adhere to the Governing Documents and Rules and Regulations of the Association.
- H. Each member and the member's tenants or occupants, guests, and invitees, are governed by, and must comply with, the Governing Documents and the rules and regulations of the Association. The Association may file a law suit against a member and/or the member's tenant, occupant, guest or invitee, for failure to abide by the governing documents or rules and regulations of the Association, and as the prevailing party, the Association will be entitled to an award of attorney's fees and costs.
- I. Any leased Dwelling Unit may be used only as a Single Family Residence, which shall be defined as follows: the maximum number of residents in any Dwelling Unit shall be twice the number of bedrooms, plus one:
- i. 2 bedroom Unit - 5 residents
  - ii. 3 bedroom Unit - 7 residents
- J. A resident is a person who occupies a Dwelling Unit for more than fifteen (15) days in succession, or sixty (60) days in any twelve (12) month period whether or not those days are in succession.
- K. Any Dwelling Unit in which there resides more than one Single Family, as defined above, shall cause all persons who reside there, including the tenant, to be subject to removal by the Owner or the Association.