

THIS DOCUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

JERRY GOTTLIEB, ESQ.  
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ATTORNEYS AND COUNSELORS AT LAW  
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CLEARWATER, FLORIDA 34621  
(813) 791-1977  
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AUG 14, 1991  
RETURN TO

PINELLAS COUNTY FLA.  
OFF. REC. BK 7652 PG 361

**SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
BOOT RANCH - EAGLE WATCH - PHASE B-II  
TO BE KNOWN AS  
"THE EAGLES' RESERVE"**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS is made effective as of August 13, 1991, by *Eagles' Reserve, Ltd.*, a Florida limited partnership [hereinafter referred to as the Developer].

**WITNESSETH:**

WHEREAS, the Declarant (as Developer therein), has previously adopted that certain *Declaration of Covenants and Restrictions for Boot Ranch - Eagle Watch - Phase B-II, to be Known as "The Eagles' Reserve"*, and recorded the same in Official Record Book 7625, Pages 1456, et seq., in the Public Records of Pinellas County, Florida [hereinafter referred to as the Declaration]; and,

WHEREAS, the Property (as defined in §1.18 of the Declaration) has been platted as part of the overall development of the project; and,

WHEREAS, §2.1 of said Declaration of Covenants and Restrictions anticipated the addition of other parcels (which were included in the description set forth as *Exhibit B* to the Declaration) to be added to the defined property by the filing of supplemental declarations; and,

WHEREAS, The Declarant has, this date, purchased fee simple title to additional property that was described in *Exhibit B* attached to the Declaration and referred to in §1.18 and §2.1 thereof, more fully described below, which it now intends to bring within the definition of "Property" as set forth in §1.18 of the Declaration, as permitted by §2.1 thereof:

NOW, THEREFORE, the Developer hereby supplements, amends and modifies the Declaration as previously adopted and recorded, as follows:

CARLEEN F. DEBUAKER, CLERK  
RECORD VERIFIED BY: 

EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS

1 The Declarant hereby amends §1.18 to read as follows:

"Property" means Lots 1, 2, 3 and 4, BLOCK A, BOOT RANCH - EAGLE WATCH - PHASE B-II, according to the map or plat thereof as recorded in Plat Book 107, Pages 48, 49 and 50, of the Public Records of Pinellas County, Florida; and shall also include such portions of the property described in *Exhibit 'B'* (which encompasses the balance of the property included in said plat and additional property to be included in a later plat of *Phase C* upon the Developer obtaining fee simple title thereto and recording appropriate supplemental declarations as provided for hereinafter.

2 Pursuant to §2.1, of the Declaration, the Declarant hereby adds the following described property (being a portion of the land that was described in *Exhibit B* attached to the Declaration and referred to in §1.18 and §2.1 thereof) to the Property as defined in §1.18 of the Declaration, and declares that the property, described herein, is and shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitude, and liens (sometimes referred to as "covenants and restrictions") set forth therein, which shall be binding on all persons, their heirs, successors and assigns having any right, title or interest in or to the Property, and shall inure to the benefit of each owner:

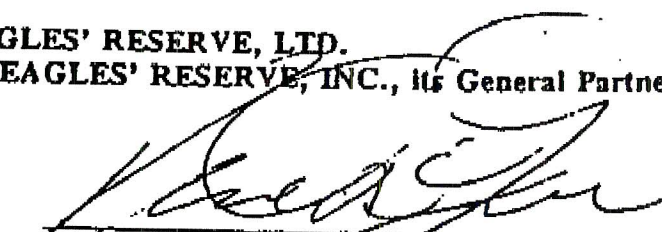
Lots 5 through 16, BLOCK A, BOOT RANCH - EAGLE WATCH - PHASE B-II, according to the map or plat thereof as recorded in Plat Book 107, Pages 48, 49 and 50, of the Public Records of Pinellas County, Florida.

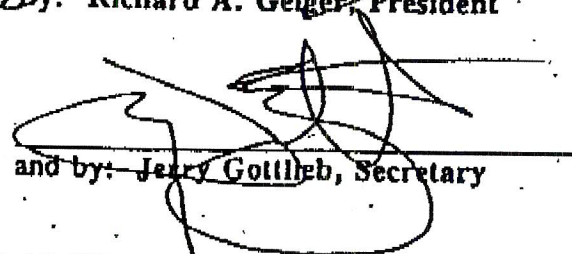
3 Except as specifically set forth herein, the Declaration as previously recorded shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Declaration of Covenants and Restrictions of *Eagles' Reserve* has been signed by the Developer on the day and year first above set forth. The Developer has caused these presents to be executed in its name by its duly authorized representatives.

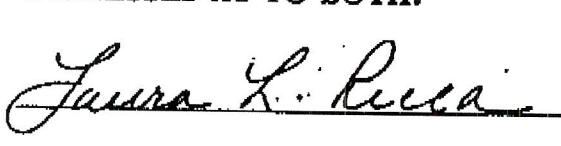
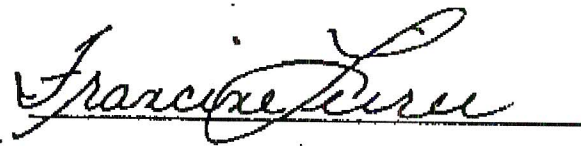
EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS

EAGLES' RESERVE, LTD.  
By EAGLES' RESERVE, INC., its General Partner

  
By: Richard A. Geiger, President

  
and by: Jerry Gottlieb, Secretary

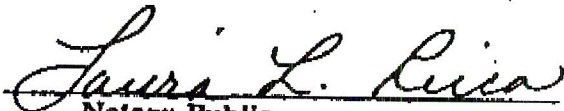
WITNESSES AS TO BOTH:

ACKNOWLEDGMENT

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) ss.

The foregoing instrument was acknowledged before me on August 13, 1991, by Richard A. Geiger and Jerry Gottlieb, President and Secretary, respectively, of *Eagles' Reserve, Inc.*, a Florida corporation not for profit, the general partner of *Eagles' Reserve, Ltd.*, a Florida limited partnership, on behalf of said corporation and in turn on behalf of said limited partnership.

  
Notary Public



LAURA L. RICCA  
MY COMMISSION EXPIRES  
October 15, 1994  
BONDED THROUGH NOTARY PUBLIC UNDERWRITER



THIS DOCUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

RETURN TO

JERRY GOTTLIEB, ESQ.  
GOTTLIEB & GOTTLIEB, P.A.  
ATTORNEYS AND COUNSELORS AT LAW  
2753 STATE ROAD 580, SUITE 204  
CLEARWATER, FLORIDA 34621  
(813) 791-1977  
FAX (813) 791-8000

INST # 91-190028  
JULY 17, 1991 4:30PM

PINELLAS COUNTY FLA.  
OFF. REC. BK 7625 PG 1456

# DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOOT RANCH - EAGLE WATCH - PHASE B-II TO BE KNOWN AS "THE EAGLES' RESERVE"

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made effective as of July 5, 1991, by *Eagles' Reserve, Ltd.*, a Florida limited partnership [hereinafter referred to as the Developer].

RECORDING  
82.50

## WITNESSETH:

WHEREAS, the Developer is the owner of the real property described in *Exhibit 'A'* attached hereto and expects to purchase of the balance of the real property described in *Exhibit 'B'* attached hereto; and desires to create thereon a planned subdivision of townhouses and villas with roadway improvements on the property in accordance with the plat thereof to be recorded in the Public Records of Pinellas County, Florida; and,

82.50  
DH

WHEREAS, the Developer desires to provide for the preservation and enhancement of the development's value, amenities and opportunities in said subdivision and to this end desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the property and each owner thereof:

NOW, THEREFORE, the Developer hereby declares that the property is and shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitude, and liens [sometimes referred to as "covenants and restrictions"] hereinafter set forth, which shall be binding on all persons, their heirs, successors and assigns having any right, title or interest in or to the property, and shall inure to the benefit of each owner.

### 1 DEFINITIONS

1.1 "Association" means the *Eagles' Reserve Homeowners' Association, Inc.*, a Florida not for profit corporation (the Articles of Incorporation of which were filed on July 3, 1991, and were assigned document number N44220, which association is not intended to be a "Condominium Association" as that term is defined in the *Florida*

KARLEEN F. DEBLAKER, CLERK  
REGISTERED BY



OFF. REC. BK 7625 PG 1457

**EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS**

in the *Florida Condominium Act*, Chapter 718, *Florida Statutes*), the membership of which comprises the owners of the lots in *Eagles' Reserve*, and which is a "Village Association" as that term is defined in the Boot Ranch North Declaration.

1.2 "Board" means the Board of Trustees of the Association.

1.3 "Boot Ranch North Association" means the Boot Ranch North Association, Inc., which is responsible for carrying out the duties set out in the Boot Ranch North Declaration.

1.4 "Boot Ranch North Declaration" means the *Declaration of Covenants and Restrictions for Boot Ranch North* recorded in Official Records Book 6826, Page 1891 et seq., of the Public Records of Pinellas County, Florida, as later amended.

1.5 "Common Areas" means those areas of the property shown on the subdivision plat of *Eagles' Reserve*, consisting of the entrance area improvements, together with all roadway improvements thereon, wall and areas exterior thereto, pool and club house (if any), all of which are devoted to the use and enjoyment of the members of the Association.

1.6 "Community Expenses" means the expenses payable by owners of the Lots contained in *Eagles' Reserve* as shall be set forth in this Declaration.

1.7 "Declaration" means the covenants, conditions, restrictions, easements, and all other terms set forth in this document; and as it may be amended from time to time.

1.8 "Design Review Board", sometimes referred to as the DRB, means the Design Review Board of Boot Ranch North, as defined in the Boot Ranch North Declaration, and is that body authorized thereunder to exercise the authority delegated by the Master Declaration in regard to review and approval of all plans and specifications for new and subsequent construction and alteration of dwelling units on the Property.

1.9 "Developer", as identified above, means and refers to *Eagles' Reserve Ltd.*, a Florida limited partnership, its successors and assigns, the developer of *Eagles' Reserve*, which is a "Village Owner" as that term is defined in the Boot Ranch North Declaration.

1.10 "Dwelling Unit" means any residential unit designed as a single family home, which is constructed or to be constructed, within *Eagles' Reserve*, including, without limitation, houses, zero lot line townhouses contained in multi-unit buildings, and single and duplex villas. The term includes vacant lots on which a dwelling unit shall, or may be, constructed.

1.11 "*Eagles' Reserve*" means the property, which has been platted as *Boot Ranch - Eagle Watch - Phase B-II*, and recorded in the Public Records of Pinellas

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County, Florida; and which is a "Village" as that term is defined in the Boot Ranch North Declaration.

1.12 "Lot" means a portion of the property separately described as an individual lot on the plat of *Boot Ranch - Eagle Watch - Phase B-II*.

1.13 "Master Association" means the Boot Ranch Master Association, Inc., which is responsible for carrying out the duties set out in the Master Declaration.

1.14 "Master Declaration" means the *Master Declaration of Covenants and Restrictions* recorded in Official Records Book 6825, Page 1376 et seq., of the Public Records of Pinellas County, Florida, as later amended.

1.15 "Netland" means the total acreage of *Eagles' Reserve*, or the total acreage of all of the Villages, as the case may be, less the acreage of those areas designated as mitigation areas, filtration systems, natural areas, canal easements, lakes, detention or retention ponds. Subject to the ability of the Developer to add property to the *Eagles' Reserve*, the acreage may change.

1.16 "Occupant" means the occupant of a Dwelling Unit located on a Lot, who shall be the owner, the lessee, or their respective guests.

1.17 "Owner" means the fee simple title holder of any Lot, whether one or more persons or entities.

1.18 "Property" means the property described in *Exhibit 'A'* and shall also include such portions of the property described in *Exhibit 'B'* upon Developer obtaining fee simple title thereto and recording appropriate supplemental declarations as provided for hereinafter.

**2 PROPERTY SUBJECT TO DECLARATION, ADDITIONS, DELETIONS**

2.1 The Property is held, transferred, sold, conveyed and occupied subject to this Declaration. The Developer intends to purchase the additional real property described in *Exhibit 'B'* in increments of multiples of four (4) lots and to bring such within the provisions hereof. Upon the closing of each such purchase, the Developer shall cause to be recorded in the Public Records of Pinellas County, Florida, a supplemental declaration setting forth the legal description of such additional parcels, which recording shall have the effect of causing such additional parcel(s) to be included in the definition of Property hereunder, and thereafter to be held, transferred, sold, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitude, and liens contained in this Declaration.

2.2 The Developer may, from time to time, bring other land under the provisions hereof by recorded supplemental declarations (none of which shall require the consent of the Owners or the Association or any mortgagee but all of which shall require



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the approval of the Master Association and the Boot Ranch North Association) and thereby add to the Property.

2.3 The Developer reserves the right to make such changes and/or modifications to any plat or plats or site plan as may be required by appropriate governmental authorities or in Developer's sole discretion with the approval of the Master Association and the Boot Ranch North Association, and the approval of the appropriate governmental authorities.

**3 GENERAL PLAN OF DEVELOPMENT**

3.1 Developer intends to develop between 95 and 125 Dwelling Units on the Property.

3.2 Those portions of the common areas shown as easements, areas adjacent to the roadway, pool and club house (if any), wall and the entrance area which are erected and/or shown on the plat shall be kept and maintained by the Association for the benefit of the owners and occupants. The actual roadway for ingress to and egress from Lots and other easement areas of *Eagles' Reserve* shall be common areas.

3.3 All of the Property shall be known and described as residential property, and no structure shall be erected, altered, placed or permitted to remain on any Lot, other than one Dwelling Unit.

3.4 All improvements to be placed on individual Lots including, Dwelling Units, shall first be approved by the Developer as to size, location, and exterior design.

3.5 No window or wall mounted air conditioner shall be permitted in any building. No dwelling shall have aluminum foil or similar reflective material placed on or in any window or glass door unless such has been approved as part of the plans and is utilized for energy conservation purposes.

3.6 The landscaping for all Lots shall be consistent with these Covenants and Restrictions and shall be approved in advance by the Developer. All Lots shall be landscaped with Floratam or St. Augustine sod. Any areas left in a natural state must be approved by the Developer for size of area coverage and upon such approval, the natural area shall be well manicured with all weeds and vines removed. All palmettos remaining in the natural area shall be properly trimmed and shaped. The natural areas shall be well mulched.

3.7 Each Lot shall have an automatic irrigation/sprinkler system adequate to provide proper irrigation of the intended landscape design. The automatic irrigation/sprinkler system shall be installed underground with 100% head to head coverage.

3.8 Upon completion of the initial Dwelling Units on each of the Lots, no further structures or improvements shall be permitted on such Lot nor shall the reconstruction of any such improvements be permitted unless such improvement or



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structure shall first be approved by the Class B membership; or if none, then by two-thirds (2/3) of the Class A membership of the Association.

**4 DESIGN REVIEW AUTHORITY**

4.1 So long as the Developer remains the Class B Member, any new structures to be built upon any Lot, or any renovation, remodeling or replacement of existing structures, shall be subject to the review and approval of the Developer and the DRB (only the DRB after the termination of Class B membership as provided for herein). No such renovation, remodeling or replacement shall be approved which alters the appearance of the Dwelling Units, or makes them in any fashion materially different in design, finish or appearance from other Dwelling Units within the Property. The Developer and the DRB (until and unless the DRB may approve the establishment of a Design Review committee for the Association which shall then have the rights in lieu of the DRB) approve proposals or plans and specifications submitted for its approval only if they deem that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The DRB shall adopt design review criteria for submissions, which criteria may be amended from time to time by the DRB. However, any proposal or plans and specifications submitted in compliance with §4.2 shall be subject to the criteria in effect prior to the date of submission and not to any amendments adopted after that date.

4.2 The policies and procedures to be utilized by the DRB in reviewing proposed plans and specification, shall be as set forth in the Boot Ranch North Declaration.

**5 MEMBERSHIP AND VOTING RIGHTS**

5.1 **GENERALLY** - Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Dwelling Unit shall be a member of the Association. No person except an owner or the Developer is entitled to membership in the Association; and all owners and the Developer, regardless of whether the Developer is also an owner, shall be either Class A or Class B members of the Association, as provided herein.

5.2 **CLASS A MEMBERSHIP** - Until the termination of Class B membership, as provided in §5.4, every owner who holds record title to a Lot that is subject to assessment under this Declaration, except the Developer, shall be a Class A member of the Association. Each Class A membership shall be appurtenant to the Lot and shall be transferred automatically by a conveyance of record title to such Lot. An owner of more than one Lot is entitled to one Class A membership for each Lot to which such owner holds record title. If more than one person holds an interest in any Lot, all such persons shall be members; provided, however, that only one (1) vote shall be cast with respect to any one Lot, except as to the owner as provided in §5.3 below. No person other than the owner may be a Class A member of the Association, and a Class A

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membership may not be transferred except by a transfer of record title to the Lot to which it is appurtenant.

**5.3 CLASS B MEMBERSHIP** - The Developer shall be the sole Class B member of the Association. The Class B member shall be entitled to appoint the entire Board of Trustees. In addition, the Class B member shall be entitled to two hundred eleven (211) votes for each Lot in which it holds the interest required for membership by §5.1 above.

**5.4 TERMINATION OF CLASS B MEMBERSHIP** - Upon termination of Class B membership, all provisions of the Declarations, Articles or Bylaws referring to Class B membership shall be without further force or effect. The Class B membership shall terminate upon the happening of either of the following, whichever occurs first:

**5.4.1** The Developer has conveyed all of the Lots to private owners; or,

**5.4.2** July 4, 1996.

## **6 USE OF PROPERTY**

**6.1** All of the Property shall be subject to the provisions of the terms and conditions of this Declaration.

**6.2** No Dwelling Unit shall be used in any trade, business, professional or commercial capacity. Nothing contained herein or in any other provision of this Declaration shall prohibit the Developer from carrying on any and all types of construction activity necessary to accomplish the general plan of development, including the construction and/or operation of sales models, construction trailers and offices by the Developer until all of the Dwelling Units have been sold.

**6.3** The Dwelling Units shall be used solely as single family residences. Nothing herein, however, shall be deemed to prevent an owner from leasing an entire Dwelling Unit to a single family for a period of not less than three (3) months, subject to all of the terms, conditions and covenants contained in this Declaration. Under no circumstances may the Dwelling Units be utilized as daily, weekly or monthly (except for month to month after the initial three month period) rentals or on any other time sharing basis.

**6.4** No structure shall be erected nearer than the specified zoning minimum to any front, rear or side lot line. Pinellas County ordinances prevail with respect to right-of-way easements.

**6.5** No owner shall permit any nuisance to exist upon a Lot so as to be detrimental to any other Lots or to their owners; nor shall any mining, quarrying or drilling for minerals, oil, gas or otherwise be permitted. Any question as to whether an annoyance or nuisance has been created shall be submitted to the Master Association for a decision in writing, which decision shall be final. The Board shall have the



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authority to have any unauthorized person or vehicle arrested or removed from the Property.

6.6 Except for conveyances by the Developer, no Lot shall be further subdivided or separated by any owner; and no portion less than all of any Lot shall be conveyed or transferred by an owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes, and other similar corrective instruments; provided further, that no additional rights-of-way shall be established by any owner.

6.7 No motorcycles, trucks, trailers, boats, vans, campers, motor homes, buses, commercial or other similar vehicles, shall be permitted within the confines of *Eagles' Reserve*, unless parked in designated parking areas (not on the roadways) and except that trucks, trailers, vans, campers and other vehicles shall be permitted if they can fit completely within the garage of the owner and except for trucks delivering goods or furnishing services. No vehicle of any sort may be parked on the street overnight. In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control. No vehicle repair or restoration shall be performed in any area that is visible from the street. All garage doors shall be kept closed at all times except when entering or exiting from the garage.

6.8 No bicycles, wagons, children's toys and similar items shall be permitted to be left on common areas or left or stored at night anywhere on a Lot if visible from the street.

6.9 No tent, shack, detached free-standing garage, barn, utility shed, or other out building shall, at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer, mobile home, motor home, manufactured home, and/or recreation vehicle be parked permanently or temporarily as a residence or for any other purpose on any of the Lots unless in a garage. No structure of any kind shall be moved onto any part of any Lot except temporary buildings used by contractors in connection with approved construction work; provided, however, that children's play structures, including but not limited to backboards, jungle gyms, etc.,

and neighboring owners.

6.10 No animals, live stock or poultry of any kind shall be raised, bred, or kept on any Lot; except that cats, dogs (excluding pit bulls and pit bull terriers which are not permitted, except with the written consent of the Board which may be granted or withheld in the Board's discretion), and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, nor become a nuisance to the neighborhood and are not allowed to roam free in *Eagles' Reserve*.

6.11 Owners shall not permit any infestation of termites, or other wood destroying organisms required to be reported under the Florida Pest Control Act, to exist in their Dwelling Unit. Owners shall take reasonable precautions to prevent such infestations, and in the event of such infestation, to have the problem remedied as



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quickly as possible. All owners of Dwelling Units which are connected by common walls, shall cooperate in removing such infestation, including paying a prorated share of all reasonable expenses associated therewith. Such cooperation shall include, but not be limited to vacation and tenting of the entire building where deemed necessary by appropriate professionals.

6.12 All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, trash, garbage, or other waste material or refuse shall be kept or permitted on any Lot, or on the common areas, except in sanitary containers located in appropriate areas concealed from public view, which shall not be placed at curbside for pickup more than 12 hours before the scheduled pickup time and which shall not be permitted to remain at the curbside for more than 12 hours following the time of pickup. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of a Lot.

6.13 To the extent permitted by law, and without violating any governmental rule or regulation and to the extent not otherwise maintained by another source, each Owner whose Lot adjoins or abuts a drainage area, detention pond, lake or canal shall at all times: Keep that portion of their Lot free from any trash or debris; refrain from building any structure whatsoever into or over said drainage or drainage retention area; abide by any and all laws, ordinances, or regulations pertaining to the preservation and conservation of such drainage easement; refrain from diverting the natural flow or natural state of said drainage or drainage retention area; keep said Lot and the portion of the adjoining or abutting parcel between said Lot and the water's edge, covered with grass, trimmed, cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the bank, and prevent erosion. The shoreline contour may not be changed and no Lot may be increased by filling in the lake, pond or canal, and no Lot may be dug out or dredged so as to cause the water to extend into the Lot, without the express approval of the Developer and all appropriate governmental authorities.

6.14 All Lots shall utilize public sanitary sewers, and no Lot shall utilize septic systems, cesspools or other similar on site forms of sewage disposal or treatment.

6.15 Except for those constructed by the Developer, no fence or wall shall be permitted on any Lot without the approval of the Developer and the DRB. Fences otherwise permissible by the Developer, shall not exceed six (6) feet in height and shall consist only of materials approved by the Developer and the DRB. No fence shall extend further forward than the midpoint of the side wall of the Dwelling Unit. No fence shall be erected without first obtaining a building permit from Pinellas County, and in addition to the requirements set forth in this paragraph, shall comply with all specifications set forth in the Pinellas County Ordinance.

6.16 No awnings, canopies, shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any Dwelling Unit, unless such have been provided by the Developer as part of the new construction.

## **EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS**

6.17 No exterior antennas, satellite dishes, shall be permitted on any Lot without the prior written approval of the Developer and of the DRB; and no approval shall be considered for any such device which is to be visible from the street.

6.18 No water softeners, air conditioning equipment, water or fuel storage tanks, irrigation tanks or pumps, woodpiles or other mechanical equipment or solar panels shall be visible from the street.

6.19 No electrical machinery, device or apparatus of any sort shall be used or maintained on any Lot or in any Dwelling Unit which causes interference with normal television or radio reception of any other Dwelling Unit or Lot.

6.20 No clothes lines or clothes poles shall be permitted on any Lot, nor shall any clothing, bedding or similar items shall be hung over or on any windows, doors, walls, or fences if the same shall be visible from the street or by any neighboring owner.

6.21 No owner shall permit any signs or other advertising or similar matter to be posted on their Lots or any common areas if such may be seen from the street or by neighboring owners; except where the prior approval as to size, shape, content and location thereof has been obtained from the DRB, which approval may be arbitrarily withheld.

\* 6.22 No above ground swimming pools or spas shall be permitted. Pumps, ancillary equipment and other appurtenances shall not be visible from the street and shall be suitably screened so as not to be visible from any neighboring Lot.

6.23 No owner shall permit any motor or power boat or vessel, including but not limited to jet skis, to be operated on any lake, retention or detention pond, or within any natural or irrigation area; provided, however, that electric trolling motors not exceeding two (2) horsepower shall be permitted.

6.24 No grade or elevation of any portion of any Lot may be changed by an owner without the approval of the Developer and the DRB.

6.25 The Developer, provided that it owns any Dwelling Unit, Lot, or portion thereof, or in the event the Developer is doing construction anywhere within the Property shall be exempt from the provisions of this section of the Declaration.

## **7 EASEMENTS**

7.1 The Developer hereby grants a perpetual non-exclusive easement to the Association and its members, their families, guests, and lessees upon, over, and across the street, sidewalks, walkways, and rights-of-way and other common areas of the *Eagles' Reserve*.



## **EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS**

7.2 The Developer hereby grants a perpetual non-exclusive easement to all utility service companies servicing the *Eagles' Reserve*, the Association or its members, upon, over, across, through, and under the common areas for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including but not limited to water irrigation, sewer, gas, telephone, electricity, television cable, or communication lines and systems.

7.3 No structure shall be erected, placed or permitted and no alterations shall be made or permitted on any Lot which shall in any way hinder the surface or subsurface drainage of the Property or interfere with easements for such purposes. No curb, drainage structure, water lines, sewer lines, or any street shall be removed or altered for any purpose nor any easement rights altered modified or interfered without the approval of the Developer and the DRB.

7.4 Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located beneath or within the Lot boundaries shall be the owner's responsibility; provided, however, that where the necessary access by authorized personnel of the utility or service company line or system is required as a result of misuse or other wrongful action by another owner, any expense arising therefrom shall be borne solely by such wrongdoer. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the common areas shall be borne by the Association.

## **8 MAINTENANCE**

8.1 The Association shall have the right and obligation to maintain the common area improvements, landscaping, lakes canals, natural areas, mitigation areas, drainage control structures, out fall piping systems and drainage filtration system and drainage areas in good condition. This shall include control of aquatic weeds and any other maintenance not otherwise assumed and fulfilled by governmental authorities or agencies or the owners.

8.2 The Association shall have the right and obligation to maintain the exterior of the Dwelling Units, including the landscaping on the Lot, in good order and repair, including, but not limited to the following: painting exterior building surfaces; repairing, replacing and caring for roofs, gutters, down spouts; mowing, trimming and fertilizing trees, shrubs and lawns; maintaining and repairing walks, driveways, roadways, and any other exterior improvements; but not including exterior components of interior systems such as air conditioning compressors, spa filters and pumps, vents, etc. All such maintenance shall be performed utilizing such materials, and such colors and quality as that originally utilized by the Developer or later specified by the Association and/or the DRB, as appropriate. Such exterior maintenance, including landscape maintenance, painting, etc., shall be performed in accordance with frequency standards to be determined, from time to time, by the Developer and/or the Association. The Developer and/or the Association, their employees and agents may enter upon any Lot and upon the exterior of any Dwelling Unit to provide for the exterior maintenance upon each such Dwelling Unit or Lot. Such entry by the Developer or the Association or any of



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their employees or agents shall not be a trespass and by accepting the deed for a Lot, the owner expressly grants to the Developer and the Association the continuing permission to do so, which permission may not be revoked. The Owner may not alter the exterior landscaping on a Lot in any fashion without the express written consent of the Developer and/or the Association.

8.3 Neither the Developer nor the Association shall have any interior maintenance responsibilities, periodic or otherwise, for any of the Dwelling Units. The Owner of each Lot shall be solely responsible for such interior maintenance (including exterior components of interior systems, such as air conditioning compressors, vents, spa filters and pumps, etc.), and shall not permit any condition to exist in the interior of any Dwelling Unit which harms or otherwise detracts from the neighboring Dwelling Units or which otherwise creates a nuisance to the neighbors.

**9 ASSESSMENTS**

9.1 GENERAL ASSESSMENTS - The Association may levy General Assessments annually for the purpose of meeting Community Expenses for maintenance and management of the Association and the maintenance and management of the Common Areas and real property owned by the Association, and of the exteriors of the Dwelling Units and of the Lots. Maintenance and management expenses referred to herein as being included within the scope of General Assessments shall include but not be limited to the cost and expense of operations, maintenance and management of the Association and its property; maintenance of the exteriors of Dwelling Units and Lots; property taxes and assessments against the Association's property; insurance premiums for fire, windstorm and extended coverage; insurance on the Association's real property and personal property; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the Common Areas and the Association; maintenance, repairs and replacements; charges for utilities and water used upon the Common Areas; cleaning services; expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against members or others; and the creation of reasonable contingencies for reserve requirements for the protection of the members, its property, and all other expenses deemed by the Association to be necessary and proper for the management, maintenance and repair of said property. Assessments shall commence as to each Lot as of the first day of the first full calendar month following the date of conveyance by the Developer to a Class A member. Assessments are to be pro rated and due at the time of closing. Should the Association through its Board at any time determine that the assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board shall have authority to levy and collect additional general assessments to meet such needs of the Association. All notices of assessments from the Association to the members shall designate when they are due and payable. All general assessments shall be at a uniform rate for each Lot (or in the event additional property is made subject to this Declaration, each Lot, unit or parcel) so that each Lot, unit or parcel subject to this Declaration shall be assessed equally. Should a Lot, unit or parcel be divided as to ownership so that separate and distinct owners or a multiple of owners own separate portions thereof, such distinct owner or multiple of owners shall be assessed that percentage of the assessment which is equal to



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the percentage of the Lot, unit or parcel owned. Any general assessment or payment thereunder remaining unpaid for a period in excess of thirty (30) days after it becomes due shall be in default.

**9.2 SPECIAL ASSESSMENTS** - The Association may levy a Special Assessment for any of the following purposes: The acquisition of property pursuant to the Articles and Bylaws; defraying the cost of construction of capital improvements to Association property and Common Areas; the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Except when the cost of repair contemplated hereunder does not exceed \$5,000, any special assessment shall have the approval of the membership of the Association, said approval to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote of no less than two-thirds (2/3) of the members present in person or by proxy. All notices of special assessments from the Association to the members shall designate when they are due and payable. All special assessments shall be at a uniform rate for each Lot (or in the event additional property is made subject to this Declaration, each Lot, unit or parcel) so that each Lot, unit or parcel subject to this Declaration shall be assessed equally. Should a Lot, unit or parcel be divided as to ownership so that separate and distinct owners or a multiple of owners own separate portions thereof, each distinct owner or multiple of owners shall be assessed that percentage of the assessment which is equal to the percentage of the Lot, unit or parcel owned. Special Assessments shall be collectible in such manner as the Board shall determine. Any special assessments or payment thereunder remaining unpaid for a period in excess of thirty (30) days after it becomes due shall be in default.

**9.3 INDIVIDUAL ASSESSMENTS** - Pursuant to the Association's power and authority to enforce the Declaration, the Association may separately assess owners of an individual Lot. Any assessment made thereunder shall be due and payable upon presentment and shall go into default in the event said assessment remains unpaid for a period in excess of thirty (30) days after presentment.

**9.4 MASTER ASSESSMENTS** - The Association is responsible for the collection of all assessments under the Master Declaration and the Boot Ranch North Declaration against all owners, along with the Association's assessments, and forwarding the same promptly to the Master or the Boot Ranch North Associations. Such assessments shall not be considered part of the Associations budget nor shall it be permitted to use any of such funds.

*Pay Directly*

**9.5 SHARED VILLAGE ASSESSMENTS** - Where one or more of the Villages, as that term is defined in the Boot Ranch North Declaration, are responsible for the maintenance of a particular area, item or services set forth herein, then, in that event, the costs and expenses associated with such maintenance shall be shared by each Village Association, as that term is defined in the Boot Ranch North Declaration and which includes the Association) and such costs and expenses shall be included in the respective budget of each Village association for the purpose of determining any assessments. The basis for sharing such maintenance expense shall be as follows: The

*REVERSED  
By  
RANCIC  
Judge*

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ratio that the Netland, as that term is hereinafter defined, within a particular Village bears to the total Netland for all Villages, multiplied by the costs and expenses comprising the budget forming the basis for any assessment, equals the amount allocable to a particular Village.

**9.6 EFFECT OF NON-PAYMENT OF ASSESSMENTS**

**9.6.1** If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the Lot (or in the event additional property is made subject to this Declaration, each Lot, unit or parcel) against which such assessment is made, which lien shall bind such Lot, unit or parcel in the hands of the owner, their heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the owner against whom the assessment is levied.

**9.6.2** If any assessment is not paid within thirty (30) days after the delinquency date, which shall be the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted at law, and the Association may, at any time thereafter, bring an action to foreclose the lien against said property in like manner as to foreclosure on a mortgage on real property and/or a suit on the personal obligation against the owner or owners and there shall be added to the amount of such assessment the cost of preparing and filing a complaint in such action (including reasonable attorney's fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the cost of the action.

**9.6.3** The lien of the assessments for which provision is herein made, as well as in any other section of the Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, federal or state savings and loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot, unit or parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

**10 APPROVALS**

**10.1** Whenever in the Declaration, a provision requires the approval of the Developer, such approval shall be consistent with the standards established by these Covenants and Restrictions and shall not be unreasonably withheld.

**11 ENFORCEMENT OF DECLARATION**



## **EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS**

11.1 The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Developer or any individual owner and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay all costs and reasonable attorney's fees at all trial and appellate levels to the prevailing party.

11.2 Should any owner seek enforcement of any provision of this Declaration, then and in that event, the offending owner (or owner or owner's family, guests, invitees, or lessees) shall be liable to the owner seeking enforcement for all costs incurred in such enforcement action, including reasonable attorney's fees, whether incurred in trial or appellate proceedings or otherwise.

11.3 Every person, firm, or corporation purchasing a Lot in *Eagles' Reserve* shall be conclusively presumed, by the recording of the conveyance of said Lot to such person, firm or corporation, to have agreed to abide by the provisions herein contained, and to do and perform all affirmative acts required herein.

### **12 AMENDMENTS**

12.1 Except for amendments to this Declaration which require only the execution of the Developer, no amendment to this Declaration shall be made without the consent of two-thirds (2/3) of the owners.

12.2 Notwithstanding the foregoing, no amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any owner, the Developer, or any institutional mortgagee under this Declaration without the specific written approval of the owner, the Developer or institutional mortgagee affected thereby; and such amendment shall be subject to the approval of the Boot Ranch North Association and the Master Association.

12.3 Subsequent to the transfer date, the Developer may amend this Declaration in order to correct a scrivener's error, or other defect or omission without the consent of the owners or the Association; provided that such amendment does not materially, adversely affect an owner's property rights. This amendment shall be signed by the Developer alone and a copy of this amendment shall be furnished to each owner and all institutional mortgagees as soon after recording thereof amongst the Public Records of Pinellas County, Florida, as soon as is practicable.

12.4 An amendment to the Declaration shall become effective upon the recordation in the Public Records of Pinellas County, Florida.

### **13 TERMINATION**

13.1 This Declaration may be terminated upon the affirmative written consent of not less than all of the owners; provided, however, that for so long as there is a

**EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS**

Class B member of the Association, the affirmative written consent such Class B members shall be required prior to termination; and such termination shall not become effective until such termination is approved by the Boot Ranch North Association and the Master Association.

13.2 If this Declaration is terminated in accordance herewith, it is hereby declared by the Developer, and each and every owner by acquiring title to a Lot covenants and agrees, that the termination documents shall require that all Lots shall continue to be used solely for single-family residences.

13.3 The owners and their grantees, successors and assigns, by acquiring title to a Lot, covenant and agree that no termination of this Declaration shall be made for period of twenty-five (25) years from the date of recordation of this Declaration.

13.4 This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject Property and inure to the benefit of Developer, the owners, institutional mortgagees and their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date of recording of this Declaration amongst the Public Records of Pinellas County, Florida. After which time, this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension, there is recorded amongst the Public Records of Pinellas County, Florida, an instrument signed by all of the owners agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) year or the ten (10) year extension thereof during which the termination instrument is recorded.

**14 GENERAL PROVISIONS**

14.1 The language in this Declaration shall, in all cases, be simply construed according to its fair meaning. Unless otherwise provided herein or unless the context otherwise requires, the following rules of construction shall apply:

14.1.1 The captions or headings are for convenience and reference only and in no way define, limit, or describe scope or intent of any provision or section.

14.1.2 The masculine gender includes the feminine, and the singular includes the plural and vice versa, wherever the context so requires.

14.1.3 A finding that any provisions hereof are invalid, illegal or unenforceable in any respect shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions.


14.1.4 This Declaration shall be governed by, construed and administered in accordance with the laws of the State of Florida.



**EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS**

PINELLAS COUNTY FLA.  
OFF. REC. BK 7525 PG 1471

**EAGLES' RESERVE, LTD.**  
By **EAGLES' RESERVE, INC.**, Its General Partner

  
By: **Richard A. Geiger, President**

  
and by: **Jerry Gottlieb, Secretary**

**WITNESSES AS TO BOTH:**

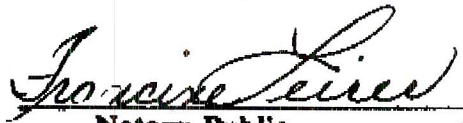
  
LAURA L. RICCA

  
FRANCINE LEISER

**ACKNOWLEDGMENT**

STATE OF FLORIDA    )  
COUNTY OF PINELLAS ) ss.

The foregoing instrument was acknowledged before me on July 5, 1991, by Richard A. Geiger and Jerry Gottlieb, President and Secretary, respectively, of *Eagles' Reserve, Inc.*, a Florida corporation not for profit, the general partner of *Eagles' Reserve, Ltd.*, a Florida limited partnership, on behalf of said corporation and in turn on behalf of said limited partnership.

  
**Notary Public**

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 30, 1994  
BONDED THRU HUCKLEBERRY & ASSOCIATES

**EAGLES' RESERVE - DECLARATION OF COVENANTS AND RESTRICTIONS**

***EXHIBIT 'A'***

**SECTION 4, TOWNSHIP 28 SOUTH, RANGE 16 EAST**

**EAGLE WATCH AT BOOT RANCH PHASE B-II  
PROPOSED LOTS 1, 2, 3 AND 4, BLOCK A, TO BE RECORDED IN THE  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:**

Commence at the southwest corner of the southwest 1/4 of Section 4, Township 28 South, Range 16 East, Pinellas County, Florida, and go S.89°07'47"E., 1017.08 feet, along the south boundary of the southwest 1/4 of Section 4, Township 28 South, Range 16 East, to a point on the centerline of the Lake Tarpon Outfall Canal easement as recorded in O.R. Book 1981, Page 210 of the Public Records of Pinellas County, Florida; thence N.03°16'37"W., 1428.73 feet; thence leaving said centerline, N.86°43'23"E., 360.00 feet; thence N.03°16'37"W., 17.57 feet; thence N.86°43'23"E., 130.00 feet; thence N.03°16'37"W., 20.00 feet; thence N.86°43'23"E., 116.47 feet; thence along a curve to the right that has a radius of 740.00 feet, an arc length of 1374.42 feet, a chord length of 1185.21 feet, a chord bearing of S.40°04'07"E.; thence S.13°08'23"W., 225.63 feet; thence S.13°08'23"W., 60.00 feet; for a Point of Beginning; thence S.43°31'04"W., 184.28 feet; thence N.51°16'51"W., 101.02 feet; thence N.43°31'04"E., 155.45 feet; thence along a curve to the left that has a radius of 307.47 feet, an arc length of 107.90 feet, a chord length of 107.35 feet, a chord bearing of S.66°48'24"E. to the Point of Beginning. Containing 0.385 acres, more or less.

27085599 RMF 07-17-80 15.00 00  
01  
RECORDING 21 00  
TOTAL 21 00  
CHECK AMT. TENDERED: 21 00  
CHARGES 00 00

11-11-80 10:00 AM 10/14/80