

Eaglewood Home Owners Association info

HOA Contact Info:
Marianne Demonstranti, CAM
Community Association Assistant Manager
Eaglewood Homeowners Association
8520 S.E. Eaglewood Way
Hobe Sound, FL 33455
772-546-8100 phone
772-546-7666 fax

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**EAGLEWOOD HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
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As Amended, November 15, 2021

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Updates of the Rules and Regulations may be obtained in the Eaglewood office or the Eaglewood website www.eaglewoodhoa.net.

INTRODUCTION

Welcome to Eaglewood!

Eaglewood Homeowners Association, Inc. is a not-for-profit corporation existing under the laws of the State of Florida. Eaglewood is governed by the provisions of its governing Documents that every homeowner receives. The governing Documents authorize the Board of Directors to establish reasonable Rules and Regulations to promote the beauty, integrity and harmony of the community, and protect every homeowner's investment in his/her property. This document is Eaglewood's Rules and Regulations.

Living in a homeowner's association such as Eaglewood requires that every resident takes seriously his/her obligation to abide by the Rules and Regulations. An understanding of the communal expectations of all residents is necessary to maintain full enjoyment of everyday life and use of the facilities that our community offers. Harmonious living in Eaglewood is based on a respectful partnership between residents and the Board of Directors. A positive, communal mindset will help ensure a satisfying living experience in Eaglewood.

Every resident should read, understand and commit to adherence to the governing Documents and these Rules and Regulations.

SECTION 1 - OBLIGATIONS OF OWNERS

The Obligations of Owners are set forth in detail in Article VIII of the Declaration. Following is a "plain-English" explanation of the obligations and duties of all Eaglewood homeowners. The Board of Directors shall have the sole authority to determine whether a violation of an owner's obligations has occurred, which in the opinion of the Board detracts from the use and enjoyment intended to be preserved by the provisions of Article VIII.

- 1.1 Residences shall be used and occupied solely as single-family residences by owners, their families or approved tenants.
- 1.2 No one under the age of 18 years shall be allowed to reside in a residence for more than 30 days in any calendar year.
- 1.3 All permanent residents, whether owners, tenants, or guests shall be 55 years of age, with the exception of those persons enumerated in Article VIII(c) of the Declaration.
- 1.4 Each owner shall maintain his/her lot and residence so as to prevent the development of any unclean, unsightly or unkempt conditions, which tend to decrease the beauty of the neighborhood as a whole.
- 1.5 No noxious or offensive activity shall be conducted on any lot or residence nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood.

- 1.6 Each owner shall pay his/her maintenance charges, assessments and fees when due or within a thirty (30) day grace period.
- 1.7 Dogs, cats and other household pets may be kept as long as their presence causes no disturbance. Each owner shall remove all waste matter eliminated by his/her pet and shall keep his/her pet on a leash while the pet is anywhere other than the owner's lot or residence. Pets must remain in the golf cart if riding with the owner near the clubhouse, office or Pro Shop. No pets are allowed in the clubhouse, office or Pro Shop at any time. No pets are allowed on the golf course at any time. A dog run is located near the entrance to the maintenance building.
- 1.8 No commercial activity, trade or business shall be conducted upon any lot or residence unless approved by the Board.
- 1.9 Per Florida Statute 163.04 solar collectors, clotheslines, or other energy devices based on renewable resources cannot be prohibited by the HOA. The statutes also allow HOA's to regulate rules as long as they do not interfere with the intent of the energy saving law.

All clotheslines require approval from the Architectural Committee. Architectural change request forms must include a plot plan showing the proposed location of the clothesline including dimensions and measurements. In addition, it should include a catalog or brochure showing the type of clothesline or apparatus that one plans to use. The height shall not exceed six (6) feet, and the length shall not exceed 15 feet. Clotheslines shall only be installed within the property line boundaries in the rear yard of the lot or in another location approved by the Board of Directors. Corner lot homes may use the side yard, but the clothesline shall not be closer than 15 feet to the side street line.

Clothesline shall be portable and displayed only when in use and be limited to the shortest possible time to dry the laundry items. Clothesline shall not be strung between permanent poles, trees, or shrubs. Clothesline and clothesline poles shall be removed and stored out of sight prior to the rain, high wind events and when not in use. Clotheslines shall not used on days when lawns are being mowed.

- 1.10 No television, radio or other antennae (except satellite dishes one meter or less in diameter) shall be attached to any lot or residence in such manner that it is visible from any portion of the community and approved by the Board of Directors.
- 1.11 No reflective material, sheets, newspaper or other non-standard window dressing or applications shall be applied to any window of any residence visible from any portion of the community.

- 1.12 No owner shall keep, maintain, or allow to remain for any period of time any items of personal property on the common ground of Eaglewood. Vehicles shall not be parked on common grounds overnight.
- 1.13 No signs of any character whatsoever shall be maintained on any lot or residence or in the window thereof without the written approval of the Board.
- 1.14 No fuel tanks or similar storage receptacles shall be exposed to view without the written approval of the Board.
- 1.15 No garbage, trash, refuse, or rubbish shall be allowed on any lot or residence except in closed containers, dumpsters, or other sanitary garbage collection facilities, which facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted nor refuse be allowed to accumulate so as to constitute a nuisance.
- 1.16 The outdoor parking and/or storage on the properties of trucks (except pick-ups), campers, boats, trailers, mobile homes, buses, storage vehicles, or industrial vehicles is prohibited without the prior written consent of Eaglewood. Such vehicles, excluding pick-ups, may be left at a residence for the purposes of loading or unloading passengers and equipment for a period of time not to exceed 48 hours in any 7-day period. Owners of pick-up trucks are permitted to park their vehicle in their garage/ driveway with no time of day or number of days restriction. For the purposes of this section, pick-up trucks are defined as those trucks having a standard cab, extended cab, or crew cab model. No more than one such vehicle owned by either a homeowner or visitor is permitted to park in their driveway at the same time for more than 24 hours. No advertising or sign of any type or kind is permitted to be displayed on the pick-up truck. The pick-up truck is not permitted to have any camper top, racks, tools or toolboxes of any kind or form displayed or attached to its body. The bed of the cab must be free of tools, equipment, clutter, debris, construction materials, etc.

Visitors are permitted to park or store the above types of vehicles (excluding pick-up trucks) for a period not exceeding 24 hours at the residence of their host, after which the vehicle must be removed from Eaglewood property. No more than one visitor shall be permitted to park any such vehicle at any one time. All visitor pick-up trucks are subject to the restrictions listed above for owners of pick-up trucks. Visitor pick-up truck parking is subject to the 14-day overnight visitor limit.

- 1.17 No immoral, improper, offensive or unlawful use shall be made of or conducted upon any lot or residence.
- 1.18 No lot or residence shall be subdivided or its boundary lines changed without the approval of the Board.
- 1.19 There shall be no garage, estate, or tag sales or any similar activities upon any lot, residence or on the common properties without the written approval of the Board.

SECTION 2 - ARCHITECTURAL CONTROLS

Eaglewood is a community with a longstanding tradition of well-maintained homes and common grounds. Each homeowner is responsible for maintaining his/her own lot and residence. Following are rules and architectural standards, which are intended to help preserve the beauty and attractive appearance that have long characterized our community.

Architectural Standards

The following architectural standards shall be maintained and enforced.

- 2.1 All trim and siding shall be maintained in good repair with no evidence of water damage such as swelling or rotting. Painted surfaces shall be a consistent color with little evidence of fading. All surfaces including eave troughs, downspouts and trim shall be clean and in good repair.
- 2.2 Roofs shall be free of black streaking from dirt, mildew or algae.
- 2.3 Driveways shall be free of black streaks, black patches or dirty appearance.
- 2.4 All outdoor equipment such as air-conditioning condensers, well storage tanks, water softener tanks and generators shall be screened from view from the street.
- 2.5 Grass areas shall be irrigated and be maintained in a healthy and green condition.
- 2.6 Landscaped areas shall be weeded and pruned so as to present an attractive appearance. Dead landscaping plants and trees shall be removed and replaced.
- 2.7 No tree, particularly a live oak tree, may be “topped” or “hat-racked”. Proper maintenance of live oak trees requires appropriate periodic pruning. Maintenance of live oak trees should only be done only by a licensed arborist.
- 2.8 In the interests of safety and esthetics, all yard light shall be maintained in good working order.
- 2.9 No construction dumpster or PODS-like storage container may remain at a residence for more than two weeks without the written approval of the Architectural Committee.

Architectural Changes

- 2.10 Any changes that affect the exterior appearance of a lot or residence, including the planting or removal of any tree, must receive prior approval in writing from Eaglewood before any work commences. Owners must complete an Architectural Change Request (ARC) form, which can be obtained from the Eaglewood office to document your change request.

- Submit it to the Eaglewood office for processing by the Architectural Committee.
- 2.11 Requests for major structure and landscaping changes must be accompanied by drawing and plans that fully describe the proposed change. Golf cart storage additions will not be approved.
 - 2.12 Erection of statuary and installation of a well must be approved in advance.
 - 2.13 When repainting your residence, you must use Eaglewood-approved color schemes, which are on exhibit in the office.
 - 2.14 Prior approval is not required for normal maintenance activities, such as trimming bushes, shrubs; replacing dead plants and shrubs; repairing siding; repairing yard lights; cleaning driveways and roofs and repainting a residence using an existing color scheme. Any maintenance work necessary to maintain the attractiveness of a lot or residence is strongly encouraged.

SECTION 3 – OTHER RULES GOVERNING THE COMMUNITY

- 3.1 No more than two adults are permitted to ride in a golf cart at a time. Young children riding with adults must be seated on the front seat at all times. Non-residents must have a valid driver's license to operate a golf cart. For further detail governing use of golf carts on the golf course see Section 12.
- 3.2 All guests must be registered in the Eaglewood office or Pro Shop in order to use the golf course and other recreational facilities. Guests are subject to these Rules and Regulations, the same as residents. Guests must be accompanied by a resident when using any of the facilities, unless otherwise excused. Residents are responsible for their guests at all times. No guests may use any of our recreational facilities for instructional or commercial purposes.
- 3.3 Eaglewood has a lightning warning system that warns us when lightning is active in the area. The system is in operation 24/7 but the warning siren is operational only from 7:00 AM to 7:00 PM. A single siren blast of 15 seconds indicates lightening in the area and all outdoor activity shall be suspended and all persons, staff included, must take shelter from all outdoor common areas (golf course, pool, tennis courts, etc.) Outdoor activity may resume only when the all clear signal consisting of three siren blasts of five seconds each has sounded.
- 3.4 To discourage crimes of opportunity, residents are advised to not leave your garage door open when not physically in the garage.
- 3.5 Eaglewood has a “No Solicitation” policy. However, unauthorized persons occasionally ring doorbells with the intent of soliciting, which makes them trespassers. When these

violations occur, you are advised by the Martin County Sheriff's Office to call **911**.

- 3.6 It is imperative that all residents and visitors observe the 25-MPH speed limit and stop signs for their own safety, and the safety of others.

SECTION 4- FAMILY HOUSE GUEST WHEN OWNER IS NOT PRESENT

It may be appropriate for an Eaglewood owner to request that a family member have access to his/her home when they are not present. Because this is not expressly approved or denied by the existing Documents, rules have been adopted to establish when this will be approved. It must be emphasized that it is not the intent to approve the use of a residence for a "vacation site" and thus time limits are imposed as to when a residence may be occupied when the Eaglewood owner is not present. It is the responsibility of the owner to enforce and abide by these rules. Guests must adhere to all Rules and Regulations of the community.

- 4.1 For the purpose of this section only, Family Members are defined as parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces and nephews of the Eaglewood owner and spouse.
- 4.2 During any one calendar year family member(s) may occupy the owner's home for a maximum of 14 days without the owner being present. No more than five family members may use the residence without the owner present.
- 4.3 Family occupants shall have guest privileges, not member privileges (e.g., to play golf, the family member must be a guest of an Eaglewood member who will play with him/her). The account of the absent owner will be charged greens fees for the family guest using the golf course.
- 4.4 Pool and clubhouse privileges will be granted upon registration of the family member(s) as the house occupant. Registration forms are available in the office and must be submitted prior to the residence being occupied by the family member(s). The Eaglewood owner attests by his/her signature on this form that family members have read and understand the Rules and Regulations pertaining to the use of any Eaglewood amenities, proper use of golf carts, and those regarding approved attire.

SECTION 5 – SELLING OR LEASING YOUR HOME

- 5.1 In order to assure a community of congenial residents and protect the values of the owner's investment, the sale of all lots and residences are subject to conditions in Article XI of the Declaration (see page 25). To avoid delay when selling your home, please contact the Eaglewood office as soon as you are ready to present a contract. This will enable the office to prepare the documents that the Seller and Purchaser are required to complete, and to collect the applicable seller's fees prior to membership approval and settlement.
- 5.2 All house "For Sale" signs displayed by realtors in Eaglewood are required to comply with our established specifications. These specifications are available at the Eaglewood office. Realtors are required to have their signs fabricated in accordance with these specifications.
- 5.3 All house "For Sale by Owner" signs displayed by owners must be obtained from the Eaglewood office, which has a supply of them. They are available to owners for a refundable deposit of \$25.
- 5.4 No flags, bunting, balloons, etc., intended to indicate that a property is for sale shall be displayed on any lot or residence without the written approval of the Board.
- 5.5 Residences shall not be leased without the prior written approval of Eaglewood and may not be leased within twelve (12) months of purchase. Those owners who wish to lease their property are instructed to contact the Eaglewood office, which will provide further information concerning the approval process for leases.
- 5.6 House "For Rent" signs are prohibited. If you are planning to lease you home, please notify the Eaglewood office, which maintains a list of homes for rent to assist prospective renters.

SECTION 6– CLUBHOUSE

- 6.1 Scheduled activities are posted on a calendar of events, which is published each month
- 6.2 Residents may use the clubhouse and facilities for personal functions by making a request to the Activities Chairperson. Requests will be honored on a space available basis. Expenses and requirements are included in the request package
- 6.3 Guests of residents may accompany the resident for social activities provided the specific event is open to guests and the guests have been registered with the Eaglewood office and/or Pro Shop. Fees must be paid, if applicable.
- 6.4 House guests are permitted use of the clubhouse facilities after having registered with the office and/or Pro Shop. The member is always responsible for the guests' conduct.
- 6.5 A resident must accompany minor guests (under 16) when using any of the club facilities. Minor guests prohibited from using the Hobby Shop or participating in activities such as

- crafts and card parties. All parties and social programs are adult functions unless otherwise noted.
- 6.6 The right to use and enjoy the clubhouse and facilities is granted only to members in good standing. Guest use of club facilities is a privilege that may be revoked at any time with cause.
 - 6.7 Beachwear and “short shorts” are not allowed in the clubhouse, Pro Shop, or office.
 - 6.8 A member or his/her guest will be held responsible for destruction, removal of or damage to any club property.
 - 6.9 Nothing shall be affixed to the clubhouse ceiling grid or walls with adhesive or fasteners.
 - 6.10 No commercial, profit making, religious or political functions are allowed unless sponsored by the Activities Committee or approved by the Eaglewood Board of Directors.
 - 6.11 Pets are not allowed in or around the clubhouse, Pro Shop, office or recreational facilities unless in a golf cart, but in no event on the golf course.
 - 6.12 Any member or guest who is uncooperative when advised of a rule violation will be asked to leave and may be subject to sanctions imposed by the Board of Directors.
 - 6.13 Club property and equipment may not be removed from the premises except with the permission of the Activities Chairperson.

SECTION 7 - POOL AND SPA

- 7.1 A shower must be taken to remove body oils and lotions before entering pool or spa. Deck chairs and lounges shall not be removed from the pool area without permission from the office. Cover pool furniture with a towel before use.
- 7.2 Swim suits only are permitted in the pool or spa; no jeans or shorts. No running, jumping or diving is permitted.
- 7.3 Pets are not allowed in the pool area.
- 7.4 Glass objects are not permitted in the pool area.
- 7.5 Persons with infection, fungus or other contagious conditions are not allowed in the pool or spa.
- 7.6 Persons in diapers or adult disposable underwear are not permitted to use the pool or spa, except for babies, small children or adults in appropriate “swim undergarments”.
- 7.7 Pool guests must register in the office. The pool and spa are closed to guests during scheduled pool activities.
- 7.8 Children under 16 must be accompanied by a resident or registered adult guest. Children under 12 are not permitted in the spa.

SECTION 8 - TENNIS COURTS

- 8.1 Proper tennis attire and tennis shoes (no black soles) are required for play. No tank tops or jogging shorts.
- 8.2 A court should be relinquished after 45 minutes, if there are players waiting. Gates should be closed at all times.
- 8.3 Children under the age of 16 must be accompanied by an adult resident or registered guest.
- 8.4 All participants are to assist in keeping the courts clean and in good condition. No bicycles, skate boards or other equipment are allowed on the courts.

SECTION 9 - BOCCE COURTS

- 9.1 All play must be within the courts.
- 9.2 All players must wear footwear. No swim suits are to be worn when playing.
- 9.3 Courts must be swept upon completion of play. Equipment must be returned to the storage bin and locked after play is ended. The lock combination is 8500.
- 9.4 All guests including children must be accompanied by a resident and registered in the office or Pro Shop.
- 9.5 Chairs and tables are to be arranged properly and umbrellas closed after play ends.
- 9.6 Use of courts should be limited to ½ hour when others are waiting to play.

SECTION 10 – HOBBY SHOP

- 10.1 Only hobby shop members may use the equipment. Membership applications are available in the office. The instructions and rules on the application must be adhered to by all members
- 10.2 Hobby shop hours are 8:00 AM to 8:00 PM.
- 10.3 Do not use power equipment to cut metal. Always wear safety glasses when using power equipment.
- 10.4 Landscape pressure-treated timbers must be cut using the proper saw blade and fed slowly. This type of lumber dulls or chips saw blade teeth causing costly maintenance.
- 10.5 If equipment breaks down please leave a note for the shop stewards.
- 10.6 The hobby shop does not have janitorial service so each member is responsible for keeping the shop clean. Clean up your work area when finished. Empty trash cans in the dumpster outside. Do not allow trash cans to overflow.
- 10.7 Replace all tools to their assigned area.
- 10.8 Use the sign-out book when borrowing and returning any equipment or tools.

- 10.9 Turn off all power when leaving the shop; including fans (ceiling and floor), lights, equipment, bathroom, etc. Lock the door upon leaving.
- 10.10 No smoking is allowed in hobby shop.
- 10.11 The phone in the shop is for local calls only.
- 10.12 When a member discontinues his/her membership he/she must return his/her shop key.
- 10.13 Use good common sense and take appropriate safety precautions at all times.

SECTION 11 – GOLF COURSE

The rules of play for the game of golf are established by the United States Golf Association (USGA), which are supplemented by Local Rules established by Eaglewood. The golf rules of play are published separately by the Eaglewood Golf Committee.

11.1 Normal Tee Times

Monday, 2:30 PM Summer, 2:00 PM Winter, Shotgun Start
Tuesday, Wednesday, Thursday, 1:00 PM
Friday, 12:00 PM
Saturday & Sunday, 7:30 AM

Tee Times may be adjusted by management to earlier starts, when the entire golf course is not being utilized.

- 11.2 Tee times can be made a maximum of two days in advance of play, one tee time per person. On Mondays, when the Golf Shop is closed, sign-up is allowed on the day of play; use the tee sheet available on the clip board outside of the Golf Shop for the shotgun start.
- 11.3 Except for “Shotgun” starts, all play will begin on #1 Tee unless specific permission to start in a different location is obtained from the Golf Shop.
- 11.4 Appropriate golf attire must be worn on the golf course and putting green. As an example: tee shirts, tank tops, blue jeans, jogging shorts, athletic shorts without belt loops and belts, swimwear, or shorts more than 4” above the knee, and any attire that bears offensive language is not permitted. Shoes must be worn and the shoe must not be capable of damaging turf and should have a flat sole. Metal golf spikes are not permitted. Bare feet are not permitted. Shirts must be tucked in.
- 11.5 Practicing on the golf course is not permitted. However, with permission from the Golf Shop, a lone player may be allowed to play two balls.
- 11.6 Groups are normally limited to a maximum of four players per group. Groups may not

exceed 4 players unless specific permission is obtained from the Golf Shop. At times management may allow groups to exceed the maximum number of 4 players.

- 11.7 At times the Golf Shop will pair twosomes or pair a single with a two- or threesome.
- 11.8 As soon as a player finds that he/she is unable to keep a tee time he/she should notify the Golf Shop so the time can be opened for another member desiring to play. This is important at all times, but especially during season.
- 11.9 Guests must be accompanied by the member, and the member is responsible for the guests' fees to play. Upon being notified, management may make an exception for unaccompanied family members.
- 11.10 Pets and bicycles are not permitted on the golf course at any time.
- 11.11 The practice of ball hawking/hunting is prohibited.
- 11.12 Children are permitted on the golf course and practice green only in the company of a member and must be supervised.
- 11.13 Walking on the golf course is permitted when the course is not in use.

SECTION 12 – GOLF CARTS

- 12.1 All golf carts must have an Eaglewood registered number, and it must be clearly visible and affixed permanently to the cart. This number is obtained from the Eaglewood HOA Office.
- 12.2 Carts must stay on paths at all times on holes 4, 5, 10, 11, 12, 13, 14, 15, and 16.
- 12.3 Limited touring is permitted only when the course is closed.
- 12.4 The Eaglewood community restricts golf carts operated on the property to electric powered carts only.
- 12.5 When golf carts are allowed in the fairways, the 90-degree fairway crossing rule should be observed, and all carts should be kept 25 feet from all greens and on golf cart paths near teeing areas. Exceptions exist for handicap flag holders; these carts must be kept 5 feet from tees.
- 12.6 A guest must have a valid driver's license to operate a golf cart on the streets of the community.

SECTION 13 – GOLF GUESTS

- 13.1 All players must register themselves and all guests in the Golf Shop before beginning play. If the Golf Shop is closed, all players must register themselves and their guests before beginning play by signing in and filling out all information on the sheet provided outside the Golf Shop. If the number of holes IS NOT clearly designated on the sheet, the member is automatically charged for 18-hole guest fees.

Exception: Guests who show proof they are PGA professionals may play without paying a greens fee charge, but must be accompanied by a member or the EHOA Golf Professional.

- 13.2 Members are responsible for the conduct of their guests.

- 13.3 At least one member must accompany guests during play.
- 13.4 An overnight guest is an individual who is a guest of an Eaglewood member for a period of not more than 14 days. The overnight guest is permitted golfing privileges during this 14-day period only when playing with a member and upon payment of guest fees. A guest in residence more than 14 days will be considered a day guest described below.
- 13.5 A day guest is any golfing guest who does not qualify as an overnight guest. Such guests are permitted golfing privileges at Eaglewood when playing with a sponsoring member. The sponsoring member is responsible for any guest fees.
- 13.6 A sponsoring member must play in the same twosome/threesome/foursome as the guest or guests. The member must register the guest in the golf shop and is limited to 52 rounds of golf per calendar year, per specific guest. New residents will prorate the 52 rounds based on the complete weeks remaining in the calendar year, or as otherwise specifically permitted by the rules of the association.
- 13.7 Participants in a designated member-guest tournament will be permitted golf privileges as specified by such tournament.

SECTION 14 – GUEST PASSES FOR SINGLE HOMEOWNERS

- 14.1 A qualified single homeowner/resident is entitled to receive 24 rounds of free guest passes per year. These rounds are for guests only. A guest must play with a member. An exception to this policy may be authorized by the Golf Professional or the Golf Committee Chairman or his designee. You must register your guest(s) in the-golf shop prior to play and have your card so marked.
- 14.2 Single homeowners/residents may pick up guest pass cards in the Eaglewood HOA Office. Current card holders must turn that card in before picking up a new one. This card is not transferable. Free plays may be used in any number up to 24. These cards are good for the calendar year and do not rollover. New passes are issued annually, beginning on January 1.
- 14.3 A qualified single resident who leases a home may use this card when he/she is in residence. If a resident leases a home for three months, he/she will receive a card for only 18 guest passes. If a home is leased to a single resident for three months, that lessee would receive a card for six (6) guest passes. Therefore, the number of guest passes are prorated for the single homeowner and lessee based on the number of months a single lessee is in residence.

SECTION 15 –DISABILITY TAGS FOR GOLFERS

Eaglewood is a 55+ age restrictive golf community. As such, some of our residents may have limited mobility. For those persons, a tag policy has been established for privileged golf car use. Golfers with physical limitations may request an application in the Eaglewood HOA office to obtain a disability tag.

- 15.1 The golfer must provide evidence that a disability exists.

- 15.2 The golfer must pay an \$8.00 one-time refundable fee to the Eaglewood HOA office.
- 15.3 The tag must be affixed to the golfer's bag for easy identification.
- 15.4 The tag is for the designated golfer only, not for the golf cart.
- 15.5 The designated golfer must follow the 90-degree rule in all fairways.
- 15.6 Tags must be renewed every April 1st.
- 15.7 Course areas designated as "under repair" must not be entered.

SECTION 16 – ENFORCEMENT

Enforcement of the rules is everyone's responsibility. The Board of Directors asks each homeowner to police their own conduct and their property for compliance with the rules. Any resident who observes a rules violation by another resident is encouraged to report his/her observation by filing a Rules Violation Report form that can be obtained from the Eaglewood office. The identity of the person filing a report is made known only to the Property Manager. A violation report may also be initiated by any member of the Board of Directors or Board committee member in carrying out their responsibilities.

Below are the procedural steps that are normally followed once a violation report has been filed.

1. The Property Manager normally makes an effort to resolve the violation by informal in-person, telephone or friendly written communication with the alleged violator.
2. If the informal communication does not cure the violation or if the violation is deemed to be serious the Manager will send a formal First Notice letter to the alleged violator specifying a date by which the violation must be corrected. Each violation is "situation specific" with regard to the compliance date.
3. If the First Notice does not result in compliance the Manager will send a Second Notice again requesting compliance and to advise the alleged violator that failure to comply may result in the Board of Directors taking action to levy a fine and/or suspend the right to use common area facilities. However, in a case where the violation is not subject to remedy such as unauthorized removal of a large tree, the notice requirements of this section are not required and the Board may proceed to levy a fine or suspension or both as per paragraph 4 of this section 16.
4. If the alleged violation is still not satisfactorily resolved as a result of the Second Notice, the matter will be placed on the agenda of a regular or special Board meeting for consideration of action to levy a fine and/or suspend the right to use common area facilities. A fine may not exceed \$100 per day for a continuing violation or \$2,000 per violation in the aggregate. A

fine may not exceed \$2,000, either for an ongoing fine levied on a daily basis for a violation for which the violator has the ability to cause a remedy, or a violation that is not susceptible to remedy such as the unauthorized removal of a large tree. The decision as to whether a fine should be levied in a lump sum not to exceed \$2,000 or to levy a fine on a daily basis not to exceed \$100 per day shall be made by the Board. In addition, the Board may also suspend the right to use common area facilities for a reasonable period of time.

5. If a majority of the Board votes to levy a fine and/or suspend use rights, the Manager shall send the alleged violator a Notice of Hearing advising him/her of the Board's action and notifying him/her that a hearing before the Judiciary Committee has been scheduled for a specified date, time and place. The Notice of Hearing shall be sent at least 14 calendar days before the hearing, delivered by certified mail, return receipt requested, and by regular mail.
6. The Judiciary Committee is empowered to conduct a hearing with the authority to either confirm or reject the fine/suspension imposed by the Board. The hearing will be conducted by the Chairperson of the Judiciary Committee. Members of the Board or others may be called to present evidence of violations, if applicable. Board members will not ask nor otherwise participate in the conduct of the hearing.
7. Upon completion of the hearing, the Judiciary Committee will make its decision by a majority vote in closed session. A Report of Judiciary Committee will be promptly conveyed to the Board and Manager to document its decision. The decision of the Judiciary Committee is final and may not be further appealed.
8. If the fine and/or suspension are confirmed, the fine and/or suspension shall be deemed automatically imposed without further action by the Board of Directors unless a contrary intention is reflected in the minutes of the Board. The Manager shall send the person(s) fined/suspended a Notice of Imposition of Fine and/or Suspension delivered by certified mail, return receipt requested, with an additional copy sent by regular mail. A suspension shall apply to use of the golf course, clubhouse, pool area, tennis or bocce courts and all other common area facilities. A suspension shall not prohibit a homeowner or tenant from having vehicular and pedestrian ingress to and egress from their residence or lot.
9. If the fine and/or suspension are rejected by the Committee, the violation will be closed with no further Board action. The Manager shall send the person(s) involved a Notice advising them of this fact by certified mail, return receipt requested, with an additional copy sent by regular mail.

General compliance with the above procedures shall be sufficient. The procedures are intended to be used as guidelines to ensure fairness in the fining/suspension process. It is the intent of these procedures that persons sought to be fined or suspended are given a reasonable notice to be heard before the imposition of a fine or suspension of use rights. The Property Manager, in consultation with the HOA President, where appropriate, shall have the authority to deviate from these procedures in circumstances where the alleged behavior of a person constitutes a violation

of criminal law, or poses a threat to the health, peace, safety, or welfare of the residents of the community, or in other circumstances where they believe such deviation is justified.

Compliance with these procedures and the imposition of fines or suspensions shall not be deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the Governing Documents.

GLOSSARY

Board shall refer to the Board of Directors of Eaglewood.

Declaration shall mean the Declaration of Covenants, Conditions and Restrictions of Eaglewood, which is one of the governing documents contained in the “Document” booklet provided to every Eaglewood owner.

Owner shall mean the person(s) holding fee simple title to a lot or residence in Eaglewood as shown by the real estate records of Martin County, Florida; being one or more persons or Trustees under trust.

Member shall mean a member of the Eaglewood Homeowners Association. Members in the association shall consist of owners in Eaglewood who shall become members of the association upon recording in the real estate records of Martin County, Florida of a document transferring title to any lot or residence in Eaglewood, to said owner or that owner's spouse.

Residence shall mean any dwelling unit of whatever character (single family unit, attached villa or cluster home) located on any lot as established by the recorded plat of Eaglewood as recorded in the Office of the Clerk of the Circuit Court in Martin County, Florida.

Permanent Resident shall mean any person who resides in a residence in Eaglewood with the approval of the association, for more than 30 days in any calendar year.

Resident as used herein shall have the same meaning as Permanent Resident.

Family shall mean one person or a group of two or more persons related by blood, marriage or legal adoption or not more than two individuals who are unrelated by blood or marriage.

Family Member shall mean an immediate family member such as a mother, father, child, grandchild, brother or sister of the owner or his/her spouse, but no other persons or not more than two individuals who are unrelated by blood or marriage.

Overnight House Guest shall mean an individual who is a guest of an Eaglewood resident for one or more nights.

Day Guest shall mean an individual who is a guest of an Eaglewood resident, but not an overnight house guest.

Child Guest shall mean a child under the age of 18 who visits a residence overnight. Such visits may not exceed a total of 30 days per child in any calendar year.

Property Manager shall mean the individual employed by Eaglewood (either directly or through a management company) to assist the Board of Directors in managing Eaglewood.



8520 S.E. Eaglewood Way • Hobe Sound, Florida 33455 • (772) 546-8100 • Fax (772) 546-7666

Dear Homeowner:

This booklet contains copies of the Articles of Incorporation, Covenants, and By-Laws. Documents which govern our community.

These documents, along with the Homeowners' Association Statutes for the State of Florida and the Rules and Regulations of Eaglewood, assure the lifestyle and values of Eaglewood will be protected and maintained in perpetuity.

This booklet should be read, understood, and retained for reference.

In the event your home is sold, the documents must be given to the new owners.

INDEX OF DOCUMENTS

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Second Amended and Restatement of Declaration of Covenants, Conditions and Restrictions of Eaglewood, A Planned Unit Development.	Page 6
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CERTIFICATE OF AUTHENTICITY

The undersigned, the President and Secretary of Eaglewood Homeowners Association, Inc. do hereby certify that to the best of their knowledge and belief, the attached documents are true and accurate copies of the Second Amended and Restated Articles of Incorporation as adopted by the Board of Directors of Eaglewood Homeowners Association, Inc.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed in its name by its President, Secretary and its corporate seal affixed this 30 day of April, 2014.

WITNESSES:

James R. Braun
Witness signature

JAMES R. BRAUN
Printed Name of Witness

Judith M. Ross
Witness Signature

Judith M. Ross
Printed Name of Witness

Rosa N. Gutierrez
Witness Signature

Rosa N. Gutierrez
Printed Name of Witness

EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.

By: Judith M. Ross
Its President

By: Margie L. Mullins
Its Secretary

CORPORATE SEAL (emboss here):



Record & Return to:
Becker & Poliakoff, P.A.
Post Office Box 66
Stuart, FL 34995

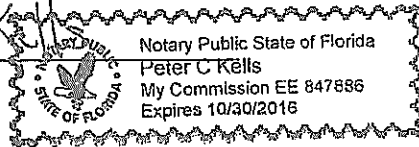
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(43 Pgs)
CAROLYN TIMMANN MARTIN COUNTY CLERK
FEE: DOC \$0.00; INTANGIBLE \$0.00; REC'D \$0.00

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 30 day of April, 2014 by Judith E. Rosenthal as President of Eaglewood Homeowners Association, Inc., who is personally known to me or who has produced identification [Type of Identification: _____].

[Signature]
Signature

Peter C. Kells
Printed Name

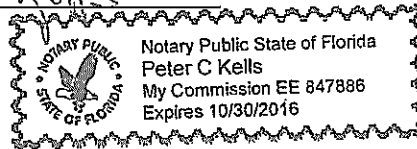


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 30 day of April, 2014 by Marjorie L. Mollins as Secretary of Eaglewood Homeowners Association, Inc., who is personally known to me or who has produced identification [Type of Identification: _____].

[Signature]
Signature

Peter C. Kells
Printed Name



**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.
A Not-For-Profit Corporation**

**Article I
Name**

The name of this corporation is Eaglewood Homeowners Association, Inc. (hereinafter to be known as "Eaglewood").

**Article II
Purposes**

The purpose of this corporation is as follows: to change a corporate structure previously established to serve the management needs of the developer to one which more adequately meets the needs of the present and/or future owners of residences in Eaglewood.

A. To consolidate Eaglewood Homeowners-Association (a not-for-profit corporation) and the Eaglewood Country Club, Inc. (a not-for-profit corporation) into a single not-for-profit entity to carry out the administrative and management functions of Eaglewood, a Planned Unit Development.

B. To take title to and to operate, maintain, repair, improve, lease and administer the Properties of both corporations which are defined in and subject to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Eaglewood, a Planned Unit Development, which Declaration is recorded in the Official Records of Martin County, Florida (said Declaration, as amended from time to time and hereinafter referred to as the "Declaration").

C. To carry out the duties and obligations and receive the benefits given Eaglewood by the Declaration.

D. To establish Second Amended and Restated By-Laws ("By-Laws") for the operation of Eaglewood and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

E. To make and amend reasonable regulations respecting the use of all facilities located on the real and personal property owned by Eaglewood in the manner provided in the By-Laws of Eaglewood.

F. To fix, levy, collect and enforce payment by lawful means all charges made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expense incident to the conduct of business of

Eaglewood, including all licenses, taxes or governmental charges levied or imposed against the property of Eaglewood.

G. To provide for the management of all properties and to delegates to such manager all powers and duties necessary for carrying out assigned functions except those specifically reserved unto Eaglewood by these Articles and the By-Laws.

H. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, and maintain both real and personal property in connection with the affairs of Eaglewood, except that Eaglewood shall not convey or dispose of any common properties in any manner.

I. To hold and execute the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles, and the By-Laws of Eaglewood.

J. To purchase insurance upon property owned by Eaglewood and insurance for the protection of the members of Eaglewood.

Article III Existence

Eaglewood Homeowners Association, Inc., a not-for-profit corporation, shall have perpetual existence.

Article IV Directors

A. The affairs and property of Eaglewood shall be managed and governed by a Board of Directors ("Board") composed of seven (7) or nine (9) persons ("Directors"), the exact number to be determined by the Board of Directors prior to the annual election.

B. Directors shall be elected by the Owners in accordance with the By-Laws at the regular annual meetings of the membership of Eaglewood.

Article V Registered Office

The Registered Office of Eaglewood shall be 8520 S.E. Eaglewood Way, Hobe Sound, Florida 33455.

Article VI Officers

A. Subject to the direction of the Board, the affairs of Eaglewood shall be

administered by officers who shall be elected by and serve at the pleasure of said Board.

B. All officers shall be elected by the Board in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable.

Article VII By-Laws

A. The By-Laws of Eaglewood were adopted by the Board of Directors. The By-Laws may be amended by the Board and/or Homeowners in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagees.

Article VIII Amendments

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the members. Such proposals shall be in writing and shall be delivered to the President, who shall thereupon call a special meeting of the Homeowners not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-laws. An affirmative vote of three-fourths (3/4) of the Homeowners present, including proxies, at a duly-called and held meeting of Eaglewood shall be required for approval of the proposed amendment.

B. Any amendment hereto which would affect the surface water management system established for Eaglewood, a Planned Unit Development, including the water management portions of the common areas, must be approved by the South Florida Water Management District.

C. Any Owner may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the president or notice of special meetings to vote thereon, either before, at, or after a membership meeting at which a vote is taken to amend these Articles.

Article IX Indemnification

Every Director, officer and committee member of Eaglewood shall be indemnified against all expenses and liabilities, including counsel fees reasonably incurred by or

imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being of having been a Director, officer or committee member, whether or not he is a Director, officer or committee member at the time such expenses are incurred, except in such cases wherein the Director, officer or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such settlements must be approved by the Board of Directors as being in the best interest of Eaglewood. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Article X Construction

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of these Articles and the By-Laws. In the event of a conflict between these Articles and By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of Eaglewood shall be resolved by reference to this provision.

Article XI Capital Stock

Eaglewood Homeowners Association, Inc., a not-for-profit corporation, shall have no capital stock and shall be composed of Homeowners rather than shareholders. Each Homeowner shall have a one-three hundredth (1/300) interest in the Corporation.

Article XII Membership

A. The Members in the Association shall consist of owners of a Lot or Residence within Eaglewood, a Planned Unit Development, located in Martin County, Florida, as shown on the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, and the spouse of such owner. Members shall qualify Membership and become Members of the Association upon recording in the Public Records of Martin County of a document transferring title to any Lot or Residence in Eaglewood, a Planned Unit Development, to said Member or that Member's spouse.

B. As more fully detailed in the Declaration of Protective Covenants, Restrictions and Limitations for Eaglewood, a Planned Unit Development, Membership in Eaglewood is part of an incident of ownership, or marriage to the owner of a Lot or Residence within Eaglewood, a Planned Unit Development.

Article XIII
Construction

Wherever the singular masculine form of the pronoun is used in these Articles of Incorporation, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLEWOOD, A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT TO DECLARATION made this 3rd day of February, 2014 by EAGLEWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as "EAGLEWOOD".

WHEREAS, there has been recorded in the Public Records of Martin County, Florida that certain Declaration of Covenants, Conditions and Restrictions of Eaglewood, a Planned Unit Development, appearing in those records at Official Records Book 564, Page 594, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Eaglewood, a Planned Unit Development, appearing in those records at Official Records Book 578, Page 1155 and amended at Official Records Book 970, Page 2283, and amended at Official Records Book 1399, Page 124, and amended at Official Records Book 1759, Page 553, and amended at Official Records Book 1992, Page 2292, and amended at Official Records Book 1888, Page 2883, and amended at Official Records Book 02254, Page 26, and amended at Official Records Book 2518, Page 1201, and amended at Official Records Book 2578, Page 1294, (the Declaration of Covenants, Conditions and Restrictions, as amended is hereafter referred to as the "Declaration"); and

WHEREAS, EAGLEWOOD is the Owner of certain real property described in Exhibits "A" and "B" attached hereto and made a part hereof; and

WHEREAS, EAGLEWOOD desires to manage, maintain and operate a residential community upon the real property described in Exhibits "A" and "B", which property includes recreational, maintenance, and sewage disposal facilities (hereinafter referred to as Common Areas).

WHEREAS, EAGLEWOOD hereby declares that all of the real property described in Exhibits "A" and "B" attached hereto shall be managed, maintained and operated, subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth, all of which are for the purpose of protecting the value and desirability of said real property and which shall run with title to such real property and which shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

NOW, THEREFORE, in compliance with Article XVI, Section 3, of the Declaration, by the execution of this Second Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of Eaglewood, a Planned Unit Development, the amendments to the Declaration evidenced by this instrument have been duly and regularly approved and the Declaration is amended by substituting for it this second amended and restated instrument.

ARTICLE I DEFINITIONS

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-laws of EAGLEWOOD as they exist from time to time.

Section 2. "EAGLEWOOD", a Florida Not-For-Profit corporation, is the entity responsible for maintenance, management and operation of properties as described in this Declaration.

Section 3. "Board" shall refer to the Board of Directors of EAGLEWOOD.

Section 4. "Common Property Expenses" (hereinafter referred to as assessments, shall mean and refer to expenditures for maintenance and services required and authorized to be performed by EAGLEWOOD.

Section 5. "Common Properties" shall mean and refer to all real properties and facilities whether improved or not, but excluding those properties identified as a lot, within the external boundaries of the EAGLEWOOD PLAT for the common use and enjoyment of the Owners.

Section 6. "Declaration" shall mean and refer to this instrument as it may from time to time be amended.

Section 7. "Plat" shall mean and refer to the Plat of EAGLEWOOD, A NOT-FOR-PROFIT PLANNED UNIT DEVELOPMENT", "A Replat of a Portion of EAGLEWOOD, P.U.D.", and "A Second Replat of a Portion of EAGLEWOOD, P.U.D.", on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, at, respectively, Plat Book 9, Page 26, Plat Book 10, Page 59, and Plat Book 10, Page 89.

Section 8. "Institutional Lender" shall mean and refer to the Owner and holder of a mortgage encumbering a Lot or Residence, which Owner and holder of said mortgage shall be a bank, builder, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

Section 9. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Clerk of the Circuit Court of Martin County, Florida; being one or more persons or Trustees under trusts with fee simple title to any Lot or Residence. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in Lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 10. "Properties" shall mean and refer to the real property described in Exhibits "A" and "B" attached hereto.

Section 11. "Residence" shall mean and refer to any Dwelling Unit, of whatever character, located on any area shown upon any recorded plat of EAGLEWOOD and which is intended for residential use.

Section 12. "Lot" shall mean any numbered lot as established by the recorded plat of EAGLEWOOD as same appears on that certain plat on record in the Office of the Clerk of the Circuit Court, in and for Martin County, Florida in Plat Book 9, Page 26.

Section 13. "Single-Family Unit" and "Villa" shall mean and refer to any residence located on any lot identified in the plat of EAGLEWOOD, which residence shall contain four or more exterior walls which are not attached in any manner to any other residence.

Section 14. "Attached Villa" shall mean and refer to any residence located on a lot shown on the plat of EAGLEWOOD which shares a common wall with no more than one other residence.

Section 15. "Cluster Home" shall mean and refer to any residence located on a lot on land shown to be within the plat of EAGLEWOOD, which residence shares a common wall with other residences, is built as part of a structure containing three or more residences, and whose actual physical integrity depends upon the existence of three or more residences attached in some manner.

Section 16. "Permanent Resident" shall mean and refer to any person who resides in a Residence within the Properties with the approval of the Association, for more than thirty (30) days in any calendar year.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Ingress and Egress. Each Owner shall have, as an appurtenance to his Lot or Residence, a perpetual easement for ingress and egress to and from his Lot or Residence over and upon the Common Properties.

Section 2. Delegation of Use. Any Owner may delegate the right and easement granted to said Owner pursuant to this Article II to the members of his family or his tenants who reside in his Residence but any such delegation shall be subject to and limited by the terms and conditions of this Declaration, the Articles and By-Laws and the Rules and Regulations of EAGLEWOOD.

Section 3. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Lot or Residence, shall not be separated therefrom and shall pass with the title to his Lot or Residence, whether or not separately described.

Section 4. Utility and Drainage Easement. Areas are identified in the Plat for use by all utilities for the construction and maintenance of those utilities' respective facilities

servicing EAGLEWOOD; and EAGLEWOOD hereby grants to such utilities, jointly and severally, easements for such purpose. Also identified are dedicated areas on the Plat of EAGLEWOOD as drainage easements for such use by the public authorities as is appropriate. The location and extent of such easements are as shown on the recorded plat of EAGLEWOOD or other recorded instruments defining them. Such utilities and public authorities and its respective agents, employees, designees, and assigns, shall have full right of ingress and egress over any Lot or other area shown on the plat, including Lots defined as residential Lots, for all activities appropriately associated with the purpose of said easements.

Section 5. Emergency Access to Flora Avenue. EAGLEWOOD hereby designates a restriction on the ten-foot parcel of land lying between the westerly boundary of Eaglewood Way and the easterly boundary of the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida at Plat Book 9, Page 26, as an emergency access to Flora Avenue. No obstruction of any nature may be placed in this area which would prevent such emergency access to Flora Avenue.

ARTICLE III OWNERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner shall automatically be a member of EAGLEWOOD. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Residence, and any such membership shall terminate simultaneously with any termination of such Ownership.

Section 2. Voting. All Owners are entitled to cast one vote for each Lot or Residence owned.

Section 3. Co-Ownership. Each Owner shall be entitled to cast one vote for each Lot or Residence owned. When any Lot or Residence is owned of record in the name of two or more persons, or entities, whether fiduciaries, joint tenants, or tenants in common, or if two or more persons have the same fiduciary relationship respecting the same Lot or Residence then unless the instrument or order appointing them, or creating the tenancy otherwise directs, and it or a copy thereof is filed with the Secretary of EAGLEWOOD, such Owner shall select one official representative to qualify for voting in EAGLEWOOD and shall notify the Secretary of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Lot or Residence.

Section 4. Change of Ownership. Change of ownership in EAGLEWOOD shall be established by recording in the Public Records of Martin County, Florida, a deed or other instrument conveying record fee title to any Lot or Residence and by the delivery to EAGLEWOOD a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of EAGLEWOOD, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to EAGLEWOOD, said

Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit EAGLEWOOD's powers or privileges. The interest, if any, of a member in the funds and assets of EAGLEWOOD shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Lot or Residence. Membership in EAGLEWOOD by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Residence upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Lot or Residence interest upon which membership is based.

Section 5. Explanation. The provisions of this Declaration further explained in Eaglewood's Articles and By-Laws; however, no such explanation will alter or amend substantially any of the rights or obligations of Owners set forth in this Declaration. EAGLEWOOD intends that the provisions of this Declaration and the Articles and By-Laws be interpreted, construed, applied, and enforced in such a manner as to avoid any inconsistent conflicting results. In the event such conflicts or inconsistencies cannot be resolved, then the provisions of this Declaration shall control, anything in the Articles or By-Laws notwithstanding.

Section 6. Dissolution of EAGLEWOOD and Transfer of Assets. EAGLEWOOD may not be dissolved nor may all or any part of the Common Properties be transferred or conveyed without the prior approval of Martin County, Florida Board of County Commissioners. In the event of dissolution or final liquidation of EAGLEWOOD, the Board of County Commissioners may require that the assets, both real and personal of EAGLEWOOD, be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by EAGLEWOOD. In the event that such dedication is refused acceptance, said commissioners may require that such assets be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by EAGLEWOOD. No such disposition of EAGLEWOOD Properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to EAGLEWOOD unless made in accordance with the provisions of such covenants and deeds.

ARTICLE IV COVENANT FOR COMMON AREA EXPENSES

Section 1. Creation of Lien and Personal Obligation for Common Area Expenses. By acceptance of a deed to a Lot or Residence, each Owner is deemed to covenant and agree to pay to EAGLEWOOD annual and special assessments as hereinafter provided, regardless of whether such covenant and agreement shall be expressed in such deed. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees incurred in collecting same, whether suit be

brought or not, shall be secured by a continuing lien upon the Lot or Residence against which each such assessments is made. Each Owner shall be personally liable for all assessments coming due upon his Lot or Residence while he is the Owner of said Lot or Residence

Section 2. Purpose of Common Area Expenses. The annual assessments levied by EAGLEWOOD shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Properties, and to provide services which EAGLEWOOD is authorized or required to provide. EAGLEWOOD may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, and (c) for replacement of real and personal property and equipment. Reserves shall be created and calculated in compliance with the requirements of Florida Statute 720.303(6).

Section 3. Annual Assessments. The annual assessment for each Lot or Residence shall be as stated in the estimated operating budget. Annual assessments may be increased by the EAGLEWOOD Board in an amount not to exceed fifteen (15%) percent of the previous annual assessments except by an approved vote of the Owners.

Section 4.

(a) Proportion and Amount of Expenses for Lot Mowing and Fertilization. Each Owner of a Lot containing a Single-Family Unit, Villa, Attached Villa, or Cluster Home shall pay an annual assessment equal to his proportionate share of expenses for mowing and fertilizing his Lot in accordance with the type of Lot or Residence owned. The proportionate share of common expenses for each Owner of a designated type of Lot or Residence shall be determined by multiplying the common expenses of that particular group by a fraction, the numerator of which is equal to the total number of Lots or Residences owned by said Owner and the denominator of which is equal to the total number of Lots or Residences designated for Single-Family Unit, Villa, Attached Villa, or Cluster Home, whichever group may be appropriate.

b) Proportion and Amount of Annual Common Area Expenses. Each Owner shall pay an equal annual assessment for common expenses, other than the expenses incurred for Lot mowing and fertilization.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the EAGLEWOOD Board may levy 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 any improvement upon the Common Properties for which reserve funds have not been provided, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose. Special assessments shall be levied equally on all lots.

Section 6. Special Assessments for Emergencies. In case of an emergency as defined in Florida Statute 617, the Board may levy a special assessment to pay for emergency expenses.

Section 7. Annual Assessments Due Date. The Board of Directors shall have the power to determine and change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments, e.g., lump sums or monthly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 8. Duties of the Board of Directors. The Board of Directors of EAGLEWOOD shall prepare an annual budget and a roster fixing the amount of the annual assessment against each Lot or Residence which shall be kept in the office of EAGLEWOOD and shall be open to inspection by any Owner. Written notice of the assessment and the past-due date thereof shall thereupon be sent to every Owner subject thereto as provided in this Declaration. EAGLEWOOD shall, upon reasonable demand, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Board, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non Payment of Assessments: Lien. If any assessment is not paid on or before the past-due date specified herein, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become an assessment and continuing lien on the land and all improvements thereon, against which each such assessment is made. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

Section 10. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, EAGLEWOOD may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action, and reasonable attorney's fees and costs incurred by EAGLEWOOD during the 30-day delinquent period described herein, whether suit be brought or not, shall be payable to EAGLEWOOD by the delinquent Owner, and shall be secured by the lien described herein. Delinquent assessments and all other assessments pertinent thereto shall bear interest at the highest rate allowed by the law from the date first due, but such interest shall not be payable if all assessments pursuant to such delinquent assessment are paid within 30 days of the date first due.

Section 11. Subordination of the Lien to Mortgages. Except as provided in Florida Statute 720, the lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the Properties subject to assessment; provided, however, that 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, any other proceeding, or deed in lieu of foreclosure, except for assessments which are due as required by Florida Statute 720. Such sale or transfer shall not relieve such property from liability for any assessments thereafter due and as provided by Florida Statute 720, nor from the lien described in Section 8.

Section 12. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of EAGLEWOOD shall annually, within ninety (90) days after the close of the fiscal year, prepare a general itemized statement showing the actual assets and liabilities of EAGLEWOOD at the close of such fiscal year, and a statement of revenue, costs and expenses. It shall not be necessary to set out in the statement the name of each creditor. Such financial statement shall comply with requirements of Florida Statute 720. Such officer shall furnish to each member of EAGLEWOOD and to any holder of a first mortgage encumbering a Lot or Residence in EAGLEWOOD, who may make request therefore in writing, a copy of such statement within thirty days after receipt of such request. Such copy may be furnished to the member or to the first mortgage holder either in person, by mail or by email.

Section 13. Waiver of Homestead Defense. Each Owner is deemed to acknowledge and conclusively consent by the acceptance of a deed to any Lot or Residence that all assessments established pursuant to this Declaration are for the improvement and maintenance of any homestead thereon, and for maintaining and operating the recreational facilities that EAGLEWOOD's lien with respect to such assessments has priority over any such homestead.

ARTICLE V PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences identified as Attached Villas or Cluster Homes in EAGLEWOOD and placed on the dividing line between any Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and

if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Right of Entry. The Owner(s) of each Cluster Home or Attached Villa shall have a right of entry (ingress and egress) into the other portion or portions of the Attached Villa or Cluster Home owned by the other Owner(s) for the purpose of inspecting the party wall and any other purposes concerning the party wall contemplated by this Article. Such right of entry shall be exercised at reasonable times upon notice and may be exercised by the Owner's agents and employees.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding on the parties.

Section 8. Insurance. Property and casualty insurance on each Attached Villa or Cluster Home will be maintained through EAGLEWOOD. Each Owner of such Attached Villa or Cluster Home will be assessed as a portion of the Annual assessment for the insurance premium covering the Owner's particular dwelling structure, which is defined as the shell of the building and dry wall out to the exterior walls, bearing and non-bearing interior partition walls, including electrical wiring, plumbing line, insulation, air conditioning and heating ducts. The insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. Property and casualty insurance will be purchased through EAGLEWOOD on a master policy basis which will cover all Attached Villas or Cluster Homes within EAGLEWOOD. Each Owner shall insure any contents and interior improvements such as floor, wall and ceiling coverings, appliances, cabinets, air conditioning and heating units as covered by a standard Florida casualty policy for a unit owner, that is placed in the Attached Villa or Cluster Home after the closing, as well as any addition made in or to the Attached Villa or the Cluster Home by the Owner as each Owner may desire.

In the event of any casualty loss to an Attached Villa or Cluster Home covered by the master policy, EAGLEWOOD shall be the agent of all Owners and shall adjust such loss on their behalf. All claims payable as a result of any loss suffered under such master policy shall be paid to EAGLEWOOD and the use of such funds as are paid by a loss or claim fund from such insurance proceeds so gathered for reconstruction

or repair of the casualty, loss, or damage to the Attached Villa or Cluster Home.

In the event insurance proceeds are insufficient to repair or replace damage resulting from such casualty or loss covered by said master policy, EAGLEWOOD may specially assess each Owner of an Attached Villa or Cluster Home so damaged for the funds necessary to complete the reconstruction or repair. The proportionate share of such assessment for insufficiency of insurance proceeds shall be determined in a manner not inconsistent with the remainder of this Article. Such assessment shall be a lien against its Lot or Residence or each affected Owner and shall be collected as any other lien.

Section 9. Insurance Trustee. If any Attached Villa or Cluster Home Owner shall suffer a loss or should such Residence be damaged in such a manner as to constitute a loss payable under any insurance policy maintained by EAGLEWOOD, then, in lieu of EAGLEWOOD acting as agent for Owners for the purpose of asserting and collecting claims, an insurance trustee shall be appointed pursuant to the terms of this section. An insurance trustee shall be any bank or trust company authorized to and doing business in Florida, designated by the Board of Directors of EAGLEWOOD, and approved by a majority of the mortgagees of the Attached Villas or Cluster Homes covered by the appropriate insurance policy. The term "majority" with respect to mortgagees shall mean the holders of debts secured by first mortgages, unpaid principal balances of all first mortgages on the subject Attached Villas or Cluster Homes.

The Trustee is herein referred to as the Insurance Trustee. The insurance trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The insurance trustee shall be responsible only for moneys which come into its possession. The duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold same in trust for the benefit of EAGLEWOOD, the Owners of Attached Villas and Cluster Homes, and the mortgagees of same.

Section 10. Appointment of Trustee. An insurance trustee shall be appointed pursuant to this Article upon resolution of the Board of Directors, request of any affected Owner of an Attached Villa or Cluster Home, or at the request of any first mortgagee holding security in any Cluster Home or Attached Villa covered by the appropriate insurance policy against which a claim shall be made.

Section 11. Trustee's Expenses. The Board of Directors shall collect and pay all fees and expenses of the insurance trustee as part of the common expenses for which assessments are levied against each Residence in the building containing the damaged or destroyed Residence. Each Owner thereof shall pay and be responsible for all fees and expenses of the insurance trustee in the same manner as all other assessments.

Section 12. Determination of Damage and Use of Insurance Proceeds. Immediately after a casualty damage to any part of an Attached Villa or Cluster Home,

the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided that if a casualty causing damages is limited to a single residence, then it shall be the responsibility of the residence's Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, then the Board of Directors, shall assess for the insufficiency as provided in Section 8 of this Article. Proceeds collected by the Board of Directors to cover a deficiency in insurance proceeds necessary to repair or replace damage shall be paid to the insurance trustee, if appointed.

The insurance trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment herein above set forth to repair and replace any damage or destruction of property and shall pay any balance remaining to EAGLEWOOD, the Owner, or to first mortgagees, as those interests may appear. The insurance proceeds and the funds collected by the Board from the assessments as provided herein shall be held by the insurance trustee in trust for the use and purposes provided in this Article. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction, or replacement required hereunder are performed or accomplished, but such duty shall be that of EAGLEWOOD or the particular Owners, as the case may require.

ARTICLE VI ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. No building, dwelling, fence, wall, trees, hedges, shrubs, or landscape of any kind shall be erected, altered, maintained, removed, planted, or placed upon any Lot or Residence, nor shall any exterior addition to or change or alteration of any Lot or Residence or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors and by an architectural committee composed of members of EAGLEWOOD, appointed as provided in the By-Laws of EAGLEWOOD.

Section 2. Plans and Specifications. Any plans or specifications for final approval shall include the following:

(a) Complete plans and specifications sufficient to secure a building permit in Martin County, Florida, including plot plan showing Lot and block and placing of residences, garage, outbuilding and walls or fences;

(b) Front elevations and both side elevations, or front elevations and one side elevation and rear elevation of building, plus elevations of walls and fences;

(c) In the event of alterations or improvements to an existing structure, a plot

plan and a set of "as built" drawings showing all existing improvements and structures, with proposed alterations or additions clearly labeled thereon and drawn to scale;

(d) A perspective drawing if deemed necessary by the committee to interpret adequately the exterior design;

(e) Data as to material, color and texture of all exteriors, including roof coverings, fences and walls;

(f) One set of blueprints shall be left with the Board or with the Architectural Committee until construction is completed.

Section 3. Approval. Should the Board of the Architectural Committee fail to approve or disapprove such plans and specifications and location within thirty (30) days after submission of the plans to them, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force.

Section 4. Submittal. Preliminary plans may be first submitted for preliminary approval.

Section 5. Considerations of Approval. The Board of Directors or Architectural Committee's approval or disapproval of any subject plans and specifications submitted to it or to them may be based upon any considerations, including aesthetic considerations, so long as such considerations are applied on a uniform basis throughout the Properties. Such approval may be based upon any reasonable conditions, including without limitation, the condition that such buildings, landscaping, alterations or improvements be maintained by the Owner thereof rather than EAGLEWOOD.

ARTICLE VII FUNCTIONS OF EAGLEWOOD

Section 1. Required Services. In addition to those responsibilities specified in this Declaration, EAGLEWOOD shall be required to provide the following services:

(a) Except as performed by an Owner pursuant to Article VI of this Declaration, maintenance and care for designated areas within the Properties;

(b) Maintenance of any and all sewers, roads, signs, parking areas, surface water management system and Common Properties throughout the Development;

(c) Cleanup, maintenance, and payment of property taxes with respect to the Common Properties;

(d) Operation of the Common Properties in accordance with the rules, regulations, and standards adopted by EAGLEWOOD from time to time;

(e) Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties, and to perform any of the functions or services delegated to EAGLEWOOD in any covenants, conditions, or restrictions applicable to the Development or in the Articles or By-Laws;

(f) Conducting business of EAGLEWOOD including but not limited to administrative services such as legal, accounting and financial, and communication services informing Owners of activities, notice of meetings, and other important events;

(g) Purchasing general liability and hazard insurance covering improvements and activities on the Common Properties to the extent deemed necessary or desirable by EAGLEWOOD; and

(h) Collection of assessments levied upon Owners, by EAGLEWOOD.

Section 2. Authorized Services. EAGLEWOOD shall be authorized, but not required, to provide the following services;

(a) Lighting of roads, sidewalks, and walks and paths throughout the Properties;

(b) Fire protection and prevention;

(c) Garbage and trash collection and disposal;

(d) Conducting recreation, sport, craft, and cultural programs of interest to Owners, their families, tenants and guests;

(e) Protection and security, including, but not limited to, the employment of security guards within the Properties and operation of a guardhouse;

(f) Maintenance of electronic and other security devices;

(g) Installation, operation, and maintenance of cable television facilities; and

(h) Mowing and fertilization of Lots.

Section 3. EAGLEWOOD Failure to Maintain Common Properties. Should EAGLEWOOD fail at any time to maintain the Common Properties in reasonable order and condition in accordance with any approved final development plan submitted to the appropriate governmental agencies, then the Board of County Commissioners of Martin County, Florida can serve written notice by certified mail, return receipt requested, upon EAGLEWOOD on and upon each Owner of real property within EAGLEWOOD, which notice shall set forth the manner in which EAGLEWOOD has failed to maintain the Common Properties in reasonable order and condition and shall demand that such failure be remedied within thirty days of the sending of such notice, or in the alternative, that EAGLEWOOD appear before the Board of Commissioners at a specified time (at least ten days but not more than thirty days after the sending of

such notice) either to contest the alleged failure to maintain the Common Properties or to show cause why EAGLEWOOD cannot remedy such failure within the thirty day period. If such failure has not been remedied within the thirty-day period or such longer period as the Board of County Commissioners may have allowed, then the Board of County Commissioners, in order to preserve the taxable values of the real property within EAGLEWOOD and to prevent the Common Properties from becoming a public nuisance, shall hold a public hearing to consider the advisability of Martin County entering upon such common elements and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested to EAGLEWOOD and to each Owner of real property within EAGLEWOOD, and shall be sent and published in Martin County, Florida. Such notice shall be sent and published at least fifteen days in advance of the hearing. At such hearing the Board of Commissioners may determine that it is or is not advisable for Martin County to enter upon the Common Properties, take possession of them and maintain them for one year.

Provided that the above procedures have been followed, the Martin County Board of County Commissioners shall have the continuing right of entry, possession, and maintenance upon Common Properties for the purpose of exercising its discretion under this Section. Should the Board of County Commissioners enter, possess, and maintain the Common Properties pursuant to this Section, such entry, possession, and maintenance by the Board of Commissioners shall not vest or give to the public any right to use of the Common Properties.

The Board of County Commissioners may, after public hearing with notice of same given and published in the same manner as described in this Section, return possession and maintenance of the Common Properties to EAGLEWOOD, or to a successor Association, may abandon possession and maintenance of the Common Properties, or may continue such possession and maintenance of the Common Properties for additional one-year periods.

Should the Board of County Commissioners enter, possess, and maintain the Common Properties pursuant to this Section, the cost of such maintenance shall be assessed against lots and residences within EAGLEWOOD in the same manner as general assessments are determined pursuant to this Declaration. Any such assessment for maintenance by the Board of County Commissioners shall become a lien on lots and residences within EAGLEWOOD and shall be paid by the Owners thereof within thirty days after receipt of a statement therefore.

ARTICLE VIII OBLIGATIONS OF OWNERS

Section 1. In addition to all other obligations and duties set forth in this Declaration, the following covenants, conditions and restrictions shall be applicable to lots and residences and the Owners thereof:

(a) Residences shall be used and occupied solely as single-family residences by the Owners thereof, their families or approved tenants.

(b) No persons under the age of eighteen (18) years shall be allowed to permanently reside in or occupy a Residence for more than thirty (30) days in any calendar year.

(c) All permanent residents of EAGLEWOOD, whether they are owners, tenants, lessees or guests, shall be fifty-five (55) years of age or older, with the following exceptions:

(1) This restriction shall not apply to parties already in residence at the effective date of this provision.

(2) In the case where one spouse meets the above age restriction of fifty-five (55) years, the other spouse or companion may be an age less than fifty-five (55) year, provided however that at all times there shall be at least one (1) permanent resident in the residence who meets the age restriction of fifty-five (55) years or older, except that an under fifty-five (55) surviving spouse or companion may continue to reside in the Residence after the demise of the over fifty-five (55) spouse or companion;

(3) A person who is eighteen (18) years of age or older, and who is the child or step-child of a permanent resident who meets the above age restriction of fifty-five (55) years, may permanently reside in a Residence, provided however, that there shall be at least one (1) permanent resident in the Residence who meets the age restriction of fifty-five (55) years or older, or a surviving spouse as defined by paragraph 2 above for at least nine (9) months per calendar year;

(4) Guests on the Properties who do not meet the above age restriction may visit and reside temporarily on the Properties for a period not to exceed thirty (30) days in any calendar year;

(5) Residences may also be occupied by heirs and devisees, who are under the age of fifty-five (55), who acquire ownership by virtue of inheritance, provided that their residency would not result in less than eighty percent (80%) of the Residences of EAGLEWOOD being occupied by at least one (1) person fifty-five (55) years of age or older, as required by applicable federal law.

(6) Statement of Intent. It is hereby declared by this homeowners community that we desire and intend to provide housing for older persons, and do in fact at this time represent housing for older persons as defined in the Federal Fair Housing Amendment Act of 1988 (publ.1.100-430), as amended by the Housing for Older Persons Act of 1995. It is specifically the desire and intention of this community to meet the exemption for housing for older persons as provided in the above statutes. It is furthermore the intention of this Association to publish and adhere to policies and procedures which demonstrate an intention to provide housing for persons fifty-five (55) years of age and older. The Board of Directors is hereby authorized to adopt

reasonable rules, regulations and policies to carry out this intention.

(d) Each Owner shall maintain his Lot or Residence so as to prevent the development of any unclean, unsightly or unkempt conditions which shall, in EAGLEWOOD's opinion, tend to decrease the beauty of the neighborhood as a whole or the specific area.

(e) No noxious or offensive activity shall be conducted or maintained upon any Lot or Residence nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existences are in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the development by the Owners thereof.

(f) Each Owner shall pay his maintenance charges within the time period allowed under Article IV, Section 9 of this Declaration.

(g) No horses, hogs, cattle, cows, goats, sheep, poultry, or other animals, birds, or reptiles shall be kept, raised or maintained upon any Lot or Residence; provided, however, that dogs, cats, and other household pets may be kept in numbers established by EAGLEWOOD if their presence causes no disturbance to others. Each Owner shall remove all waste matter eliminated by his pet anywhere on the properties and shall keep his pet on a leash while said pet shall be on any portion of the Properties other than the Lot or Residence of Owner.

(h) No commercial activity, trade, or business shall be conducted or maintained upon any Lot or Residence unless approved by the Board and unless such activity is not in conflict with applicable zoning ordinances and state law.

(i) No clothesline or clothes poles shall be visible from any portion of the Properties.

(j) No television, radio, or other receiving or transmitting antennae shall be attached to any Lot or Residence in such a manner that it shall be visible from any portion of the Properties.

(k) No reflective material, sheets, newspaper, or other non-standard window dressings or applications shall be applied to any window on any Residence visible from any portion of the Properties.

(l) No Owner shall keep, maintain, or allow to remain for any period of time any items of personal property on the Common Properties of EAGLEWOOD.

(m) No signs of any character whatsoever may be maintained on any Lot or Residence or in the windows thereof except with the written approval of the Board. No flags, bunting, balloons, etc., intended to indicate that the property is for sale may be maintained on any Lot or Residence or in the windows or garages thereof except with the written approval of the Board.

(n) No fuel tanks or similar storage receptacles may be exposed to view without the prior written consent of EAGLEWOOD.

(o) No garbage, trash, refuse, or rubbish shall be deposited, dumped or kept on any Lot or Residence except in closed containers, dumpsters, or other sanitary garbage collection facilities. All containers, dumpsters, and garbage facilities shall be screened from view, kept in a clean and sanitary condition, placed in areas approved by EAGLEWOOD, and subject to size restrictions determined by EAGLEWOOD; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to constitute a nuisance.

(p) The parking and/or storage on the Properties of trucks, vans, campers, boats, trailers, mobile homes, buses, storage vehicles, or industrial vehicles is prohibited without the prior written consent of EAGLEWOOD, except that passenger vans with side and rear glass windows and rear seating and Sport Utility Vehicles (SUV's) shall be considered "passenger vehicles", and shall be permitted upon the Properties. No vehicles without a valid license plate shall be permitted upon the Properties. Vehicles which are missing one or more wheels, or which are not in an operating condition shall not remain upon any portion of the Properties for more than two (2) consecutive days in any seven (7) day period. This paragraph notwithstanding, Owners may permit such commercial vehicles or delivery vehicles to remain on a Lot or at a Residence for such period of time as may be necessary for the delivery of services or goods by the entity owning the commercial truck or delivery vehicle. Motor homes or other vehicles as stated above in the first sentence may be left on a Lot or at a Residence for the purpose of loading or unloading passengers and equipment for any period of time not to exceed forty-eight (48) hours in any seven (7) day period. Visitors are permitted to park and/or store a truck, van, camper, boat, trailer, mobile home, bus, storage vehicle, or industrial vehicle for a period not exceeding twenty-four (24) hours on the Lot at the Residence of their host, after which the vehicle must be removed from EAGLEWOOD property. Not more than one visitor at any one time is permitted to park and/or store a truck, van, camper, boat, trailer, mobile home, bus, storage vehicle or industrial vehicle at anyone residence. This paragraph shall not exclude an Owner from maintaining and keeping on his Lot or at his Residence one (1) two-passenger golf cart. This paragraph notwithstanding, Owners may park any vehicle in the garage of any Residence so long as the door of the garage can be closed and locked with the vehicle inside.

(q) No immoral, improper, offensive, or unlawful use shall be made of or conducted upon any Lot or Residence; all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed by all Owners.

(r) No Residence shall be subdivided or its boundary lines changed without the prior written consent of EAGLEWOOD.

(s) EAGLEWOOD shall have the sole authority to determine the existence or non-existence of a nuisance under this Article, and the determination by EAGLEWOOD shall not be limited to those nuisances defined herein, but shall include any act, omission, or condition which, in the opinion of EAGLEWOOD detracts from or interferes

with the use and enjoyment intended to be preserved by this Declaration for all Owners.

(t) There shall be no garage sales. There shall be no estate or tag sales, or any similar activity on a Lot or on the Common Properties without prior written approval of the Board of Directors.

ARTICLE IX EASEMENTS

Section 1. Plats. The Properties are hereby made subject to any and all easements shown on any recorded plat of the Properties. Owners shall not place or maintain any structure, planting, or other material which would interfere with any of said easements.

Section 2. Utilities & Drainage. The Properties shall be subject to such easements for utilities and drainage including, but not limited to, water, sewer, electric, cable television and surface water management as may be reasonably required to properly and adequately serve the Properties as they exist from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties, and said easements shall survive any termination of this Declaration.

Section 3. External Maintenance. All Lots and Residences are hereby made subject to an easement and right in favor of EAGLEWOOD to enter upon said Lots or Residences for the purpose of providing the services required in accordance with Article VII of this Declaration. Additionally, all Lots or Residence shall be subject to an easement in favor of EAGLEWOOD through which a master irrigation system owned and operated by EAGLEWOOD may be located; provided, however, no exercise of any such easement shall unreasonably interfere with the use of the Lot or Residence subject to same. Any easements and rights granted pursuant to this Section shall survive any termination of this Declaration.

Section 4. Lot Line Encroachments. Certain residences constructed on the Properties may be situate so that an exterior wall of any such Residence is located upon or immediately adjacent to the boundary line between the Lot upon which said dwelling is located and an adjoining Residence. In all such cases, said adjoining Residence shall be subject to an easement and right of ingress and egress in favor of the Owner of the Lot upon which said Residence is located, which easement shall be for the purpose of performing proper and normal maintenance upon said wall. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration. Certain dwellings constructed in the Development may be situated so that a portion of the roof of any such dwelling may overhang an adjoining Residence by not more than three (3) feet. In all such cases, said adjoining Residence shall be subject to an easement and right in favor of the Owner of the Lot upon which any such

dwelling is situate, which easement and right shall be for the purposes of (a) permitting the existence of said roof overhang, and (b) allowing ingress and egress for the performance of proper and normal maintenance to said roof overhang. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration.

Section 5. Roof and Exterior Wall Maintenance. Normal maintenance such as painting, cleaning, re-coating, or finishing roofs and exterior walls of all residences shall be done uniformly and at the same time for the entire roof or wall of such building upon agreement of the Owners thereof, or in the event of disagreement, as decided by EAGLEWOOD. The expense of such maintenance shall be borne equally by such Owners. Should any damage or destruction be confined to a portion of such roof which affects some but not all of the Residences within the building, the Owners of such affected portions of the roof shall alone be responsible for the expense of repairing or replacing such damage or destruction, but the cost of rendering a uniform appearance of the entire roof shall be shared equally by all of the Owners of such building. If any damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any Owner, such negligent Owner shall bear the entire cost of repair or replacement necessitated thereby. If any Owner shall neglect or refuse to pay any expenses required by this Section, the other affected Owners may advance such expenses and shall be entitled to a lien on the Residence of any Owner so failing to pay such expenses. Said lien shall be evidenced by a claim of lien filed among the Public Records of Martin County, Florida, and shall be effective from and as of the time of recording, but such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by such Owners. Said lien may be foreclosed by such Owners, and shall also secure the payment of costs and reasonable attorney's fees with respect to such action.

ARTICLE X APPROVAL OF LEASES

Section 1. Leasing Restricted. Residences shall not be leased without the prior written approval of EAGLEWOOD. EAGLEWOOD shall have the right to require that a substantially uniform lease be used. No lease shall be approved until residence has been owned by purchaser for a period of twelve (12) months. The twelve (12) month waiting period shall be waived for devisees, heirs or beneficiaries who do not qualify for EAGLEWOOD residency. A residence may be leased only one (1) time during the time period that extends from July 1st of each year through June 30th of the next calendar year. No lease shall be for a period of less than three (3) months and must be reviewed prior to occupancy and then at least annually by EAGLEWOOD as per Article X, Sections 2, 3 and 5 of this Declaration. The proposed lessees shall consist of a single family as defined by the Rules and Regulations. Notwithstanding the lease of his Residence, the liability of the owner thereof under this Declaration shall continue. For the benefit of all Owners in EAGLEWOOD, these leasing restrictions shall not apply

to any Residence to which EAGLEWOOD holds title.

Section 2. EAGLEWOOD Approval. EAGLEWOOD must either approve or disapprove a lease within thirty (30) days after its receipt of a request for such approval, which request shall be accompanied by such information as EAGLEWOOD may reasonably require. If approved, a certificate of approval in non-recordable form shall be executed by EAGLEWOOD at the expense of the lessee. If EAGLEWOOD fails to give the Owner written notice of its approval or disapproval of the proposed lease within the foregoing thirty (30) day period, its failure to give such notice shall be the equivalent of its consent. Notwithstanding anything therein to the contrary, any institutional lender that becomes the Owner of a Residence through foreclosure, deed in lieu of foreclosure or other means, shall have the unqualified right to lease said Residence to qualified lessees without prior approval of EAGLEWOOD, except that EAGLEWOOD shall be advised in writing as to the effective date and term of the lease, and shall also be provided with the name(s) of the lessee(s).

Section 3. Lessees Qualified. All persons to occupy a Residence as tenants under a lease must qualify as permanent residents pursuant to the terms of this Declaration, including but not limited to Article VIII hereof, and the use and occupancy of a Residence by such tenant shall be fully governed by all of the terms of this Declaration, the Articles of Incorporation and By-Laws of EAGLEWOOD and by any reasonable rules and regulations promulgated by EAGLEWOOD.

Section 4. Lessors Use of Facilities. When an Owner leases his Lot or Residence, he relinquishes to the Lessee, for the term of the lease, his rights to exercise privileges at the facilities and any parking privileges.

Section 5. Disapproval. If a lease is disapproved, EAGLEWOOD shall give written notice of the disapproval within thirty (30) days of its receipt of a complete request for lease approval, and the lease shall not be had.

ARTICLE XI CONVEYANCES

Section 1. Purpose. In order to assure a community of congenial residents and occupants and to protect the value of the Lots and Residences and to further the continuous harmonious development of this community, the sale, transfer, and mortgage of all Lots or Residences shall be subject to the following provisions which shall be covenants running with the land.

Section 2. EAGLEWOOD Approval. An Owner intending to make a bona fide sale of his Lot or Residence, or any interest therein, shall give to EAGLEWOOD a written notice of his intention to sell, together with the name and address of the intended purchaser and such other information as EAGLEWOOD may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Owner that he believes the proposal to be bona fide

in all respects. No sale, transfer, lease, or conveyance of a Lot or Residence shall be valid without the approval of EAGLEWOOD except in the cases elsewhere provided in this Declaration, which approval shall not be reasonably withheld. Approval shall be in recordable form, signed by an executive officer and made a part of the document of conveyance.

The failure of EAGLEWOOD to act within thirty (30) days of written notice from an Owner with respect to a proposed sale, transfer, or conveyance shall be deemed to constitute approval, in which event EAGLEWOOD must, on demand of the Owner, prepare and deliver its approval in recordable form.

Section 3. EAGLEWOOD'S Right of First Refusal. EAGLEWOOD shall have the right to purchase from an Owner intending to make a bona fide sale of his Lot or Residence, and such purchase shall be by the same terms and conditions as specified in the notice from Owner intending to make a bona fide sale described in Section 2 above. EAGLEWOOD must notify the Owner giving such notice of its exercise of the right to purchase that Owner's Lot or Residence within thirty (30) days of the written notice from Owner described in Section 2 above. If EAGLEWOOD exercises its option to purchase a Lot or Residence from an Owner giving notice as per Section 2, the sale to EAGLEWOOD pursuant to the terms specified in the notice required in Section 2 shall be consummated before the sixtieth (60th) day after the date of written notice from the Owner pursuant to Section 2. The failure of EAGLEWOOD to close the sale with the Owner giving notice within the time period specified herein shall be deemed to constitute an approval of the bona fide sale to the intended purchaser specified in Section 2, in which EAGLEWOOD must, upon demand of the Owner, prepare and deliver its approval of the conveyance in recordable form.

Nothing herein shall be construed in any manner which shall require EAGLEWOOD to exercise its option to purchase in lieu of its option to withhold approval specified in Section 2 above.

Section 4. Conveyances and Contravention of this Article. In the event any Owner attempts to sell, transfer, lease or convey any Lot or Residence in contravention of this Article, or Article X of this Declaration, EAGLEWOOD shall have the right to enforce the provisions of this Article by legal proceedings and injunctive proceedings, or by any legal means calculated to produce compliance.

Section 5. Liability for Common Area Expense. No Owner shall sell, transfer, lease or convey any Lot or Residence, nor shall EAGLEWOOD give approval of such, unless or until all assessments due from that Owner are paid, or the payment of such assessments provided for the satisfaction of EAGLEWOOD, and unless and until the proposed transferred can qualify as to any use restrictions, including but not limited to the age restrictions contained in Article VIII of the Declaration. Any Owner leasing his Residence pursuant to the terms of this Declaration shall remain liable for the performance of all agreements and covenants in this Declaration, and shall remain liable for the violations of his tenants or any provisions of this Declaration, Articles and By-Laws of EAGLEWOOD and the rules and regulations adopted by the Board.

Section 6. Subsequent Owners. Every transferee or lessee who acquires any interest in a Lot or Residence shall acquire the same subject to this Declaration, the provisions of the Articles of Incorporation and the By-Laws of EAGLEWOOD and the rules and regulations enacted by the Board of Directors.

Section 7. Sale by Mortgagee. Should any Lot or Residence at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, mortgagee upon becoming the Owner of such interest through foreclosure of that mortgage or by deed in lieu of foreclosure, shall have the right to sell, transfer, lease or convey, or otherwise dispose of said Lot or Residence, provided that the provisions of this Declaration, the Articles of Incorporation and the By-Laws of EAGLEWOOD and the rules and regulations enacted by the Board shall be applicable thereto. Once the mortgagee has sold, transferred, or conveyed its fee simple interest to any person whomsoever, the provisions of this Article shall again be fully effective with respect to subsequent sales, transfers, leases; or conveyances of any Lot or Residence.

ARTICLE XII RIGHT OF HEIRS AND DEVISEES OR DECEASED OWNERS

Section 1. Surviving Spouse in Residence. If an Owner should die and the title to his Lot or Residence shall pass to his surviving spouse regularly in residence with the Owner prior to the Owner's death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the deceased Owner, the other provisions of this Declaration notwithstanding.

Section 2. Other Devisees: Heirs or Beneficiaries. If the title to any Lot or Residence of a deceased Owner shall pass to any person other than to a person designated in Section 1 above, then within ninety (90) days of such successor's receipt of title, occupancy or possession of the Lot or Residence of the deceased Owner, that person shall advise EAGLEWOOD in writing of his or her intention of residing in the Residence or on the Lot, and of that person's current address. EAGLEWOOD shall then have thirty (30) days thereafter within which to advise said person or persons in writing, delivered or mailed to the person's current address, whether that person's occupancy and/or ownership of the parcel is approved. The failure of EAGLEWOOD to give such advice within this thirty (30) day period shall be deemed as automatic approval of the ownership, occupancy, or possession of the person taking title as a result of the Owner's demise. If EAGLEWOOD does not approve the ownership/or occupancy of the Lot or Residence by said person or persons, and EAGLEWOOD so notifies them pursuant to the terms of this Section, that person or persons shall remain in occupancy only until EAGLEWOOD or such person or persons shall procure a purchaser of the Lot or Residence acceptable to EAGLEWOOD. Provided however, that if such disapproval is based upon the fact that such heir's or devisee's occupancy would violate Article VIII, Section 5 hereof, then EAGLEWOOD shall be under no obligation to provide a purchaser for such Lot or Residence and such heir or devisee shall not occupy same. Thereupon, the person or persons having title, possession, and/or occupancy of the Lot or Residence shall execute such papers and documents as EAGLEWOOD

may require to effect the transfer of title, possession, and occupancy of the Lot or Residence to such purchaser, which purchaser may be EAGLEWOOD.

Section 3. Pending Common Area Expense. Nothing in this Article Shall be deemed to reduce, forgive or abate any amounts due EAGLEWOOD from the Owner at the time of his death, nor shall anything in this Article be deemed to reduce, forgive, or abate any assessments attributable to the Lot or Residence becoming due after the Owner's death, all of which assessments shall be fully due and payable as if the Owner had not died.

Section 4. Reference to Article XI. Nothing in this Article shall prevent the sale or transfer of a Lot or Residence by the Owner thereof in the manner otherwise provided in Article XI of this Declaration.

ARTICLE XIII RECREATIONAL FACILITIES

Section 1. Recreational Facilities are part of the Common Properties. The recreational facilities are designated and become part of the Common Properties of EAGLEWOOD as set forth in the Declaration of Covenants, Conditions and Restrictions of EAGLEWOOD, and carry with it the full use, benefit and privilege to all homeowners.

Section 2. Use of Recreational Facilities. The recreational facilities shall be for the exclusive use of Owners, their guests, and tenants, under such rules and regulations as may be adopted by the Board of Directors of the Association from time to time. Each Residence is limited to two (2) golf memberships subject to the rules and regulations of the Association. All other persons using the Golf facilities, whether or not they are permanent residents, shall be considered "guests" at the Golf facilities. Guests of the Golf facilities must be accompanied by a golf member, and non-resident guests of the golf facilities may utilize the golf facilities a maximum of one (1) time per calendar month, or as otherwise specifically permitted by the rules and regulations of the Association. When a Residence is leased to approved tenants, the right to use the recreational facilities, including the right to golf memberships, is automatically transferred to such tenants, subject to rules and regulations of the Association, and the Owners relinquish such rights until the end of the lease terms.

ARTICLE XIV ADDITIONAL PROPERTIES

In no event shall EAGLEWOOD add such Lots or Residences to EAGLEWOOD which would bring the total number of Lots or Residences to a sum above three hundred (300).

ARTICLE XV ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens, and assessments contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action, or suit may be brought by EAGLEWOOD, its successors, or assigns, or any Owner. Failure by any Owner, EAGLEWOOD, its successors or assign to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should EAGLEWOOD find it necessary to institute legal action against a member of EAGLEWOOD to enforce compliance with this Declaration, the Articles and By-Laws of EAGLEWOOD, or the rules and regulations of EAGLEWOOD, upon a finding by a court in favor of EAGLEWOOD, the defendant member shall reimburse EAGLEWOOD for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the court in such legal action shall be secured by a lien against the Lot or Residence of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration.

ARTICLE XVI GENERAL PROVISIONS

Section 1. Easements for Encroachments. All of the Common Properties and each of the Lots and Residences shall be singly and collectively subject to easements for encroachments which now exist or which may hereafter exist or come into being as a result of settlement or movement of the building or other improvements upon the Common Properties or any Lot. Such encroachment shall be permitted to remain undisturbed and such easement shall exist and shall continue as valid easement so long as encroachment is hereby created so long as such encroachments stand.

Section 2. Duration. The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by EAGLEWOOD and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period of an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three quarters (3/4) of the votes cast at a duly held meeting of Owners of EAGLEWOOD and two-thirds (2/3) of the Institutional Lenders holding any mortgages on any part of the Development are in favor of terminating this

Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that EAGLEWOOD votes to terminate this Declaration, the President and Secretary of EAGLEWOOD shall execute a certificate which will set forth the resolution of termination adopted by EAGLEWOOD, the date of the meeting of EAGLEWOOD at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at a meeting of EAGLEWOOD, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Martin County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 3. Amendments by Owners. This Declaration may be amended only as follows:

(a) This Declaration may be amended provided that three-fourths (3/4) of the votes cast by the Owners present or by proxy at a duly called and held meeting of EAGLEWOOD vote in favor of the proposed amendment.

(b) No amendment shall be passed which impairs or prejudices the rights of Institutional Lenders.

(c) Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the President and Secretary of EAGLEWOOD shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of EAGLEWOOD at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of the Owners of EAGLEWOOD, at a meeting of EAGLEWOOD, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Martin County, Florida.

(d) This Section notwithstanding, any amendment which would affect any surface water management system, including the water management portions of the Common Properties, must be approved by the South Florida Water Management District.

(e) This Section notwithstanding, no amendment of Article VII, Section 3 or Article II, section 5 shall be permitted without the consent of the Board of County Commissioners of Martin County, Florida.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the members of EAGLEWOOD is called to take action under Section 2 of this Article, the presence at the meeting of the members or proxies entitled to cast a majority of the total vote of the members shall be required to constitute a quorum.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affix to the last known address of the person or entity who appears as Owner in the Public Records of Martin County, Florida. Notice to one of two or more Co-Owners of a Lot or Residence shall constitute notice to all Co-Owners. It shall be the obligation of every Owner to immediately notify the Secretary of EAGLEWOOD in writing of any change of address. Any person who becomes an Owner following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 6. Severability. Should any covenant, condition, or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 7. Interpretation. The Board of Directors of EAGLEWOOD shall have the right, except as limited by any other provisions of this document or the By-Laws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 8. Authorized Action. All actions which EAGLEWOOD is allowed to take under this instrument shall be authorized actions of EAGLEWOOD if approved by the Board of Directors of EAGLEWOOD in the manner provided for in the By-Laws of EAGLEWOOD unless the terms of this instrument provide otherwise.

Section 9. Termination of Declaration. Should the Owners of EAGLEWOOD vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court of Martin County, Florida, which Trustee shall sell the Common Properties free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Martin County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties. The excess of proceeds if any, from Common Properties

shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses as determined by the formula for special assessments in Article IV, Section 5, Paragraph (a) hereof.

The above paragraph notwithstanding, the Martin County, Florida Board of County Commissioners shall have the right to determine whether EAGLEWOOD maintaining and owning the Common Properties shall be dissolved as a result of termination of this Declaration. If this Declaration is terminated, said Commissioners may require, at their discretion, that the Common Properties be transferred or conveyed to an entity organized and conceived for the purpose of owning and maintaining the Common Properties or said Commissioners may require dedication of all or part of the Common Properties and easements shown on the Plat of Eaglewood to be dedicated to the public.

Section 10. Not-For-Profit Status. Notwithstanding anything contained herein to the contrary, EAGLEWOOD will perform no act nor undertake any activity which will violate its not-for-profit or tax exempt status under applicable state or federal law.

Section 11. Context. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and use of any gender shall be deemed to include all genders.

Section 12. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Properties.

**SECOND AMENDED AND RESTATED BY-LAWS
OF
EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
GENERAL**

Section 1. Name. The name of the corporation shall be Eaglewood Homeowners Association, Inc., A Not-For-Profit Corporation (hereinafter referred to as "Eaglewood").

Section 2. Principal Office. The principal office of the Corporation shall be 8520 SE Eaglewood Way, Hobe Sound, Florida 33455 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Corporation shall be kept at its principal office.

Section 3. Definitions. As used herein, the term "Corporation" shall be synonymous with "Eaglewood", as defined in the Declaration of Covenants, Conditions and Restrictions for EAGLEWOOD, a Planned Unit Development, ("Declaration"), which is recorded in the Public Records of Martin County, Florida, and the words "Properties," "Residence," "Common Properties," and "Owner" are defined as set forth in the Declaration. As used herein, the word "Lot" shall mean and refer to any parcel of land which is used as a site for any residence.

**ARTICLE II
DIRECTORS**

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Eaglewood Board of Directors shall be seven (7) or nine (9), and in no event an even number of persons, the exact number to be determined by the Board of Directors prior to the annual election. Directors must be Owners in Eaglewood or spouses of Owners. Directors shall be elected to serve for a term of three (3) years or until a successor shall be elected.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors held for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office up to the next annual meeting of the members or special meeting of the members at which Directors are elected. At such next meeting the members shall elect one of their number to serve as Director for the remaining unexpired term of the vacated office. Any person named as successor by the remaining Directors under the provisions hereof shall not be disqualified from election to serve the remaining unexpired portion of the term of such vacated office.

Section 3. Removal. Any member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the members. A special meeting of the Owners of Eaglewood to remove a member or members of the Board of Directors may be called by holders of ten percent (10%) of the total vote of Owners giving notice of the meeting as required for a meeting and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in Eaglewood shall be terminated for any reason whatsoever. If any Director fails to pay any charge levied against him by the Board of Directors, whether regular or special assessment, within ninety (90) days after its due date, he shall be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of Eaglewood shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- (a) To prepare an annual budget and to levy and collect assessments.
- (b) To use and expend the monies collected to acquire, maintain, operate, lease, care for and preserve the Common Properties.
- (c) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- (d) To enter into and upon the lots or residences when necessary, with as little inconvenience to the owners as possible, in connection with said maintenance, care and preservation.
- (e) To insure and keep insured the Common Properties against loss from fire and/or other casualty and the Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
- (f) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from Owners for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors. Fines may be levied as provided in Florida Statute 720, which in the aggregate may not exceed \$2,000 per violation.
- (g) To employ and compensate such personnel as may be required for the maintenance and preservation of the Common Properties.
- (h) To make and amend reasonable rules and regulations applicable to all Owners.

(i) To contract for the management of the Common Properties and to delegate to such other party all powers and duties of Eaglewood except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.

(j) To carry out the obligations of Eaglewood under any easements, restrictions or covenants running with any land subject to the Declaration.

(k) To perform the services authorized or required of Eaglewood pursuant to the Declaration or the Articles of Incorporation.

(l) To establish a charge for application forms for resale or lease of Owner property.

(m) To exercise all powers of the Association authorized by Florida Statute 720 and Florida Statute 617 which are necessary and appropriate for the Association to carry out its duties and responsibilities.

Section 5. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority of Owners at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

(a) The first meeting of each Board of Directors newly elected by the Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

The annual meeting of the Board of Directors shall be held at the same place as the Owners' meeting and immediately after the adjournment of same.

(b) Special meetings of the Board of Directors shall be held whenever called by written notice signed by the President of the Association or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by email if a Director has consented to receive notice by email. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or email shall be delivered or telephoned at

least seventy-two (72) hours before the time set for the meeting.

(c) Meetings of the Board of Directors shall be open to all Owners and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Property at least forty-eight (48) hours in advance of such meetings. In any case where the directors will consider a special assessment or a rule pertaining to activity on an individual lot, the Association must give notice to all Owners of such meeting at least fourteen (14) days in advance of the meeting date.

(d) Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Owners, to discuss matters which involve attorney client privilege, pending or threatened litigation or personnel matters.

(e) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present shall adjourn the meeting until a quorum shall be present. Directors may not vote by proxy or secret ballot except that secret ballots may be used for the election of officers. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(f) Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- (a) Roll call.
- (b) Reading of minutes of the last meeting.
- (c) Consideration of communications.
- (d) Resignations and elections.
- (e) Reports of officers and employees.
- (f) Reports of committees.

- (g) Unfinished business.
- (h) Original resolutions and new business.
- (i) Adjournment.

Section 8. Accounting Records. Eaglewood shall maintain accounting records according to generally accepted principals of accounting, consistently applied, which shall be open to inspection of Owners or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Owners or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Residence, which account shall designate the name and address of the Owner, the amount of each charge, the dates and amounts in which the assessments came due, the amounts paid upon the account and the balance due. An annual report consisting of at least the following shall be available to all Members within one hundred twenty (120) days after the close of the fiscal year; (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board based on the requirements of Florida Statute 720 for financial reports.

ARTICLE III COMMITTEES

Section 1. Board May Establish Committees. The Board of Directors in order to fulfill its obligations under the Declaration may establish Standing Committees or special committees to assist the Board in carrying out its functions under such Declaration. The Board may appoint an Internal Audit Committee to operate independently of the Board and other Committees to review internal controls, policies, procedures, financial reports and statements and provide their comments to the Owners of Eaglewood.

Section 2. Structure and Appointment of Committees. When such committees are established by the Board of Directors, each Committee shall consist of at least three (3) or as many as deemed necessary, appointed in odd numbers. Members of the Committees shall be appointed by a majority vote of the Board and shall serve at the Board's discretion. Any appointed member may be removed for any reason by a majority vote of the Board, and the Board shall have the power to appoint immediately a successor to any Committee or Committees by a majority vote of the Board.

Section 3. Composition of Membership. At least one member of each Committee shall be a Member of the Board, and that Committee Member shall be the designated Chairman.

Section 4. Policies of Operation. Each Committee will operate under such policies established by the Board and shall have discretion in carrying out its assigned

duties, subject to review and approval by the Board.

Section 5. Board has Authority to Dissolve Committees. The Board of Directors may dissolve any Committee at any time upon majority vote of the Board at an annual meeting of the Board or at a special meeting called for such purpose. Upon dissolution the Board shall immediately assume such duties and responsibilities assigned to the dissolved Committee.

Section 6. Final Approval of All Acts of the Committees Lies with the Board. Nothing in this article to the contrary withstanding, the Board of Directors shall at all times have the authority for affirming any and all decisions made by any of the Committees, and to have the power to enact, amend, or revoke any rules or operation of the Committees that contravene the Declaration.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of Eaglewood shall be a President, Vice-President, Treasurer, and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said officers may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Appointment. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. (Note – Covered in Article II, Section 3)

Section 4. The President.

(a) The President shall be chairman of, and shall preside at all meetings of the Owners and Directors, shall have general and active management authority over the business of Eaglewood except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages, and other contracts requiring the corporate seal of Eaglewood. The seal, when affixed, shall be attested by the signature of the Secretary, the Assistant Secretary or the Treasurer.

(b) He shall supervise and direct all other officers of Eaglewood and shall see that their duties are performed properly.

(c) He shall submit a report of the operations of Eaglewood for the fiscal year to

the Directors (whenever called for by them) and to the Owners at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of Eaglewood may require be brought to its notice.

(d) He shall be an ex-officio member of all committees, except the auditing and nominating committee, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice President. The Vice President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary.

(a) The Secretary shall keep the minutes of meetings of the Owners and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Owners, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

(b) He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

(c) He shall be the custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents of which a seal is required and the execution of which, on behalf of Eaglewood. Under its seal, is duly authorized in accordance with the provisions of these By-Laws.

(d) He shall keep a register of the post office address of each Owner, which shall be furnished to the Secretary by such Owner.

(e) In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to Eaglewood, and shall deposit all monies and other valuable effects in the name and to the credit of Eaglewood in such depositories as may be designated by the Board of Directors.

(b) He shall disburse the funds of Eaglewood as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of Eaglewood.

(c) The Treasurer shall not be a member of the Auditing Committee.

Section 8. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by Eaglewood, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE V VOTING RIGHTS

Section 1. Voting. Each Lot or Residence is entitled to one (1) vote. Each Owner shall be entitled to cast one vote for each Lot or Residence owned. However, when any Lot or Residence is owned of record in the name of a married person, two or more persons, or entities, whether fiduciaries, joint tenants, or tenants in common, or if two or more persons have the same fiduciary relationship respecting the same Lot or Residence, then unless the instrument or order appointing them, or creating the tenancy otherwise directs, and it or a copy thereof is filed with the Secretary of EAGLEWOOD, such Owner(s)/Members shall select one official representative to qualify for voting in EAGLEWOOD and shall notify the Secretary of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Lot or Residence.

Section 2. Change of Ownership. Change of ownership in Eaglewood shall be established by recording in the Public Records of Martin County, Florida, a deed or other instrument conveying record title to any Lot or Residence and by the delivery to Eaglewood of a copy of such recorded instrument. The owner designated by such instrument shall, by his acceptance of such instrument, become a Member of Eaglewood, and the Membership of the prior owner and/or his spouse shall be terminated. In the event that a copy of said instrument is not delivered to Eaglewood, said owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Corporation's powers or privileges. The interest, if any, of a Member in the funds and assets of Eaglewood shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in Eaglewood by all owners and their spouses shall be compulsory and shall continue, as to each owner, until such time as such owner transfers or conveys of record his interest in the real property upon which his Membership is based or until said interest is transferred or conveyed by operation of law, at which time the Membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

Section 3. Voting for Election of Directors. As permitted by Florida law, election of directors shall be conducted by secret ballot. The nominating committee shall notify all Owners of the right to be included on a ballot for the election. Such notice will be sent to all Owners at least sixty (60) days prior to the annual election. Owners wishing to be candidates must submit their name in writing to the committee no later than forty (40) days before the date of the annual meeting. The nominating committee may also seek out candidates who have not self nominated. Along with the notice of annual

meeting, a notice will be sent or hand delivered to all Owners that ballots and proxies are available for those who wish to vote by proxy. All ballots will be delivered to the Association by use of a two (2) envelope system. One envelope shall be marked "ballot". The second, larger envelope shall be addressed to the Association and shall include a space on the rear of the envelope for the Owner to put his or her name, sign and indicate the lot number or property address. The ballot envelope shall be placed inside the outer envelope and be mailed or delivered to the Association so it arrives no later than the date of the annual meeting. Ballots will also be available at the annual meeting. All persons selected by the nominating committee as well as any self nominations shall be listed on the ballot. Outer envelopes and ballots shall be opened and tallied at the annual meeting by a committee of Owners who are neither candidates or spouses or relatives of candidates. A ballot and election is not required if the number of candidates is equal to the number of vacancies on the Board.

ARTICLE VI MEETINGS OF EAGLEWOOD

Section 1. Place. All meetings of Eaglewood shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

(a) The annual meetings shall be held on the 1st Monday of February of each year, if not a legal holiday and, if a legal holiday, then on the next business day following.

(b) At the annual meetings, the Owners or those voting on their behalf, shall elect a Board of Directors pursuant to the ballot process set out in Article V, Subsection 3, and transact such other business as may properly come before the meeting.

(c) Written notice of the annual meeting shall be personally delivered, mailed or emailed to each Owner at least thirty (30) days prior to the meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least thirty (30) days prior to the meeting. Evidence of compliance with this thirty (30) day notice requirement shall be made by an affidavit signed by the person providing the notice.

(d) A nominating committee, consisting of five (5) members of Eaglewood shall be appointed by the Board of Directors on or before November 1st, each year. This nominating committee shall attempt to nominate a minimum of two (2) qualified candidates for each vacancy to be filled. All potential candidates must submit a resume of their qualifications and, upon request, make a personal appearance before the nominating committee.

Section 3. Voting List. At least a minimum of fourteen (14) days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of Eaglewood and shall be

open to examination by any person entitled to vote throughout such time.

Section 4. Special Meetings.

(a) Special meetings of Eaglewood, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of those persons entitled to vote holding one-third (1/3) of the total eligible votes. Should the President fail to call such a Special Meeting, such persons may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a Special Meeting of Eaglewood stating the time, place, and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of Eaglewood at least fourteen (14) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on a Common Properties at least fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit signed by the person providing the notice.

(c) Business transacted at all Special Meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Persons entitled to vote holding thirty percent (30%) of the total eligible votes, present in person or represented by written proxy, shall constitute a quorum at all meetings of Eaglewood for the transaction of business, except as otherwise provided by statute, the Articles of incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of Eaglewood, the persons entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, two-thirds (2/3) of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

(a) Owners who are delinquent in the payment of assessments or other charges shall not be entitled to vote nor shall any person on said Owner's behalf be entitled to vote at any meeting of Eaglewood, annual or special, for so long as any such assessments or other charges remain delinquent.

(b) All proxies must be in writing, signed by the person entitled to vote granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to an owner or person authorized to vote on his behalf.

Section 8. Waiver and Consent. Whenever the vote of Owners, or persons holding proxies on their behalf at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of Eaglewood, the meeting and vote of owners or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Owners' meetings and, as far as practical, at other meetings will be:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of prior meeting.
- (d) Officers' reports.
- (e) Committee reports.
- (f) Elections.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

Section 10. Right to Speak. Members have the right to speak at any Members' meeting on all items opened for discussion or included on the agenda. The Board may adopt rules which limit a Member's speech to no more than three (3) minutes and may require the Member to submit a written request prior to speaking at any Members' meeting.

Section 11. Recording of Meeting. Any Member may tape record or video tape any meeting of the Members. The Board may adopt reasonable rules governing the taping of a meeting.

ARTICLE VII NOTICES

Section 1. Definition. Whenever notice is required to be given to any Director, officer, or Owner, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, it shall not be construed to mean only personal notice, but such notice must be given in writing by mail by depositing the same in a post office or letter box in a postage paid, sealed envelope, addressed as appears on the books of Eaglewood. Any such notice and any notice of any meeting of the Owners, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws, or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to Eaglewood is 8520 SE Eaglewood Way, Hobe Sound, Florida 33455 or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE VIII FINANCES

Section 1. Fiscal Year. The fiscal year shall be April first through March thirty-first.

Section 2. Checks. All checks or demands for money and notes of the Corporation shall be signed by any two (2) of the following officers: President, Vice-president, Secretary, or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fidelity Bonds for Officers. The Treasurer and all Officers who are authorized to sign checks, and all officers and employees of the Corporation, and any contractor handling or responsible for Corporation funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Corporation. The bond shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signature or a bond account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

Section 4. Books and Records.

(a) Inspection by Members. The Declaration, Bylaws and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the Membership register, books of account and the minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Member of the Association, or by the duly appointed representative of a Member at any reasonable time at the office of the Association or at such other place within the Properties as the Board shall prescribe. As provided by Florida Law the following items are not available for inspection and/or copying by any Member.

- (I) Personnel records of association employees including but not limited to disciplinary, payroll, health and insurance records.
- (II) Medical records of any resident.
- (III) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information and any address for a Member other than as provided for Association notice requirements and other personal identifying information of any person. (The only things that a Member can obtain is the Member's name, the parcel designation, the official mailing address and the property address.)
- (IV) Any electronic security measure that is used by the Association to safeguard data, including passwords.
- (V) Software and operating systems used by the Association which allow the manipulation of data even if the Member owns a copy of the same software owned by the Association.

ARTICLE IX COMMON AREA EXPENSES

Assessments shall be levied and collected in accordance with provisions of the Declaration. Refer to Article IV and Article XIII.

ARTICLE X AMENDMENTS

Section 1. Proposed Amendments. Proposal for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Board no less than fifteen (15) days nor more than thirty (30) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of a majority of the

votes cast at a duly called and held meeting of the Board of Directors shall be required for approval of the proposed amendment.

Section 2. Owner Amendments. These By-Laws may also be amended by vote of the Owners at an annual or Special Meeting. An affirmative vote of two-thirds (2/3) of the votes cast including proxy votes at such a duly called and held meeting of Owners of Eaglewood shall be required for approval of any proposed amendment. Proposals for amendments to these By-Laws to be enacted by a special or annual meeting of the Owners shall be in writing, and signed by at least ten percent (10%) of the eligible voting Owners, and shall be delivered to the President who shall thereupon call a Special Meeting of the Owners not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such Special Meeting shall be given and posted in the manner provided in the By-Laws.

Section 3. Waivers. Any Owner may waive any or all of the requirements of this Article as to the submission of proposed amendments to these By-Laws to the President or notice of special meeting to vote thereon, either before, at or after an Owners meeting at which a vote is taken to amend these By-Laws.

Section 4. Recording. As required by Florida law, all amendments must be recorded in the public records and a copy of the recorded amendment provided to all Owners within thirty (30) days of recording.

ARTICLE XI CONSTRUCTION

Wherever the singular masculine form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

In any situation not covered by instructions or procedures in these By-Laws, ROBERTS RULES OF ORDER shall govern.

Should any of the provisions of these By-Laws be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

Eaglewood HOA Docs

<i>Eaglewood Bylaws</i>	2
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<i>Eaglewood Amendment 2 from HOA</i>	80
<i>FORMS TO PURCHASE 2021</i>	87



8520 S.E. Eaglewood Way • Hobe Sound, Florida 33455 • (772) 546-8100 • Fax (772) 546-7666

Dear Homeowner:

This booklet contains copies of the Articles of Incorporation, Covenants, and By-Laws. Documents which govern our community.

These documents, along with the Homeowners' Association Statutes for the State of Florida and the Rules and Regulations of Eaglewood, assure the lifestyle and values of Eaglewood will be protected and maintained in perpetuity.

This booklet should be read, understood, and retained for reference.

In the event your home is sold, the documents must be given to the new owners.

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Second Amended and Restated Articles of Incorporation of Eaglewood Homeowners Association, Inc.	Page 1
Second Amended and Restatement of Declaration of Covenants, Conditions and Restrictions of Eaglewood, A Planned Unit Development.	Page 6
Second Amended and Restated By-Laws of Eaglewood Homeowners Association, Inc.	Page 33

CERTIFICATE OF AUTHENTICITY

The undersigned, the President and Secretary of Eaglewood Homeowners Association, Inc. do hereby certify that to the best of their knowledge and belief, the attached documents are true and accurate copies of the Second Amended and Restated Articles of Incorporation as adopted by the Board of Directors of Eaglewood Homeowners Association, Inc.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed in its name by its President, Secretary and its corporate seal affixed this 30 day of April, 2014.

WITNESSES:

James R. Braun
Witness signature

JAMES R. BRAUN
Printed Name of Witness

Judith M. Ross
Witness Signature

Judith M. Ross
Printed Name of Witness

Rosa N. Gutierrez
Witness Signature

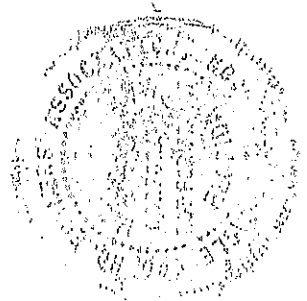
Rosa N. Gutierrez
Printed Name of Witness

EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.

By: Judith M. Ross
Its President

By: Margie L. Mullins
Its Secretary

CORPORATE SEAL (emboss here):



Record & Return to:
Becker & Poliakoff, P.A.
Post Office Box 66
Stuart, FL 34995

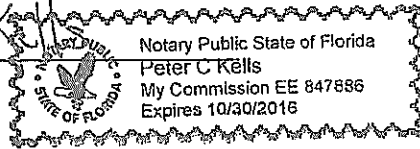
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REC'D 05/30/2014
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INSTR # 2455375
(43 Pgs)
CAROLYN TIMMANN MARTIN COUNTY CLERK
FEE: DOC \$0.00; INTANGIBLE \$0.00; REC'D \$0.00

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 30 day of April, 2014 by Judith E. Rosenthal as President of Eaglewood Homeowners Association, Inc., who is personally known to me or who has produced identification [Type of Identification: _____].

[Signature]
Signature

Peter C. Kells
Printed Name

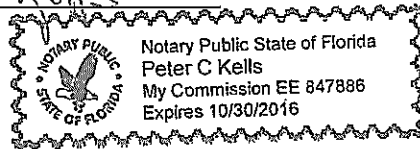


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 30 day of April, 2014 by Marjorie L. Mollins as Secretary of Eaglewood Homeowners Association, Inc., who is personally known to me or who has produced identification [Type of Identification: _____].

[Signature]
Signature

Peter C. Kells
Printed Name



**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.
A Not-For-Profit Corporation**

**Article I
Name**

The name of this corporation is Eaglewood Homeowners Association, Inc. (hereinafter to be known as "Eaglewood").

**Article II
Purposes**

The purpose of this corporation is as follows: to change a corporate structure previously established to serve the management needs of the developer to one which more adequately meets the needs of the present and/or future owners of residences in Eaglewood.

A. To consolidate Eaglewood Homeowners-Association (a not-for-profit corporation) and the Eaglewood Country Club, Inc. (a not-for-profit corporation) into a single not-for-profit entity to carry out the administrative and management functions of Eaglewood, a Planned Unit Development.

B. To take title to and to operate, maintain, repair, improve, lease and administer the Properties of both corporations which are defined in and subject to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Eaglewood, a Planned Unit Development, which Declaration is recorded in the Official Records of Martin County, Florida (said Declaration, as amended from time to time and hereinafter referred to as the "Declaration").

C. To carry out the duties and obligations and receive the benefits given Eaglewood by the Declaration.

D. To establish Second Amended and Restated By-Laws ("By-Laws") for the operation of Eaglewood and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

E. To make and amend reasonable regulations respecting the use of all facilities located on the real and personal property owned by Eaglewood in the manner provided in the By-Laws of Eaglewood.

F. To fix, levy, collect and enforce payment by lawful means all charges made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expense incident to the conduct of business of

Eaglewood, including all licenses, taxes or governmental charges levied or imposed against the property of Eaglewood.

G. To provide for the management of all properties and to delegates to such manager all powers and duties necessary for carrying out assigned functions except those specifically reserved unto Eaglewood by these Articles and the By-Laws.

H. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, and maintain both real and personal property in connection with the affairs of Eaglewood, except that Eaglewood shall not convey or dispose of any common properties in any manner.

I. To hold and execute the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles, and the By-Laws of Eaglewood.

J. To purchase insurance upon property owned by Eaglewood and insurance for the protection of the members of Eaglewood.

Article III Existence

Eaglewood Homeowners Association, Inc., a not-for-profit corporation, shall have perpetual existence.

Article IV Directors

A. The affairs and property of Eaglewood shall be managed and governed by a Board of Directors ("Board") composed of seven (7) or nine (9) persons ("Directors"), the exact number to be determined by the Board of Directors prior to the annual election.

B. Directors shall be elected by the Owners in accordance with the By-Laws at the regular annual meetings of the membership of Eaglewood.

Article V Registered Office

The Registered Office of Eaglewood shall be 8520 S.E. Eaglewood Way, Hobe Sound, Florida 33455.

Article VI Officers

A. Subject to the direction of the Board, the affairs of Eaglewood shall be

administered by officers who shall be elected by and serve at the pleasure of said Board.

B. All officers shall be elected by the Board in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable.

Article VII By-Laws

A. The By-Laws of Eaglewood were adopted by the Board of Directors. The By-Laws may be amended by the Board and/or Homeowners in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagees.

Article VIII Amendments

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the members. Such proposals shall be in writing and shall be delivered to the President, who shall thereupon call a special meeting of the Homeowners not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-laws. An affirmative vote of three-fourths (3/4) of the Homeowners present, including proxies, at a duly-called and held meeting of Eaglewood shall be required for approval of the proposed amendment.

B. Any amendment hereto which would affect the surface water management system established for Eaglewood, a Planned Unit Development, including the water management portions of the common areas, must be approved by the South Florida Water Management District.

C. Any Owner may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the president or notice of special meetings to vote thereon, either before, at, or after a membership meeting at which a vote is taken to amend these Articles.

Article IX Indemnification

Every Director, officer and committee member of Eaglewood shall be indemnified against all expenses and liabilities, including counsel fees reasonably incurred by or

imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being of having been a Director, officer or committee member, whether or not he is a Director, officer or committee member at the time such expenses are incurred, except in such cases wherein the Director, officer or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such settlements must be approved by the Board of Directors as being in the best interest of Eaglewood. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Article X Construction

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of these Articles and the By-Laws. In the event of a conflict between these Articles and By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of Eaglewood shall be resolved by reference to this provision.

Article XI Capital Stock

Eaglewood Homeowners Association, Inc., a not-for-profit corporation, shall have no capital stock and shall be composed of Homeowners rather than shareholders. Each Homeowner shall have a one-three hundredth (1/300) interest in the Corporation.

Article XII Membership

A. The Members in the Association shall consist of owners of a Lot or Residence within Eaglewood, a Planned Unit Development, located in Martin County, Florida, as shown on the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, and the spouse of such owner. Members shall qualify Membership and become Members of the Association upon recording in the Public Records of Martin County of a document transferring title to any Lot or Residence in Eaglewood, a Planned Unit Development, to said Member or that Member's spouse.

B. As more fully detailed in the Declaration of Protective Covenants, Restrictions and Limitations for Eaglewood, a Planned Unit Development, Membership in Eaglewood is part of an incident of ownership, or marriage to the owner of a Lot or Residence within Eaglewood, a Planned Unit Development.

Article XIII
Construction

Wherever the singular masculine form of the pronoun is used in these Articles of Incorporation, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLEWOOD, A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT TO DECLARATION made this 3rd day of February, 2014 by EAGLEWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as "EAGLEWOOD".

WHEREAS, there has been recorded in the Public Records of Martin County, Florida that certain Declaration of Covenants, Conditions and Restrictions of Eaglewood, a Planned Unit Development, appearing in those records at Official Records Book 564, Page 594, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Eaglewood, a Planned Unit Development, appearing in those records at Official Records Book 578, Page 1155 and amended at Official Records Book 970, Page 2283, and amended at Official Records Book 1399, Page 124, and amended at Official Records Book 1759, Page 553, and amended at Official Records Book 1992, Page 2292, and amended at Official Records Book 1888, Page 2883, and amended at Official Records Book 02254, Page 26, and amended at Official Records Book 2518, Page 1201, and amended at Official Records Book 2578, Page 1294, (the Declaration of Covenants, Conditions and Restrictions, as amended is hereafter referred to as the "Declaration"); and

WHEREAS, EAGLEWOOD is the Owner of certain real property described in Exhibits "A" and "B" attached hereto and made a part hereof; and

WHEREAS, EAGLEWOOD desires to manage, maintain and operate a residential community upon the real property described in Exhibits "A" and "B", which property includes recreational, maintenance, and sewage disposal facilities (hereinafter referred to as Common Areas).

WHEREAS, EAGLEWOOD hereby declares that all of the real property described in Exhibits "A" and "B" attached hereto shall be managed, maintained and operated, subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth, all of which are for the purpose of protecting the value and desirability of said real property and which shall run with title to such real property and which shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

NOW, THEREFORE, in compliance with Article XVI, Section 3, of the Declaration, by the execution of this Second Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of Eaglewood, a Planned Unit Development, the amendments to the Declaration evidenced by this instrument have been duly and regularly approved and the Declaration is amended by substituting for it this second amended and restated instrument.

ARTICLE I DEFINITIONS

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-laws of EAGLEWOOD as they exist from time to time.

Section 2. "EAGLEWOOD", a Florida Not-For-Profit corporation, is the entity responsible for maintenance, management and operation of properties as described in this Declaration.

Section 3. "Board" shall refer to the Board of Directors of EAGLEWOOD.

Section 4. "Common Property Expenses" (hereinafter referred to as assessments, shall mean and refer to expenditures for maintenance and services required and authorized to be performed by EAGLEWOOD.

Section 5. "Common Properties" shall mean and refer to all real properties and facilities whether improved or not, but excluding those properties identified as a lot, within the external boundaries of the EAGLEWOOD PLAT for the common use and enjoyment of the Owners.

Section 6. "Declaration" shall mean and refer to this instrument as it may from time to time be amended.

Section 7. "Plat" shall mean and refer to the Plat of EAGLEWOOD, A NOT-FOR-PROFIT PLANNED UNIT DEVELOPMENT", "A Replat of a Portion of EAGLEWOOD, P.U.D.", and "A Second Replat of a Portion of EAGLEWOOD, P.U.D.", on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, at, respectively, Plat Book 9, Page 26, Plat Book 10, Page 59, and Plat Book 10, Page 89.

Section 8. "Institutional Lender" shall mean and refer to the Owner and holder of a mortgage encumbering a Lot or Residence, which Owner and holder of said mortgage shall be a bank, builder, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

Section 9. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Clerk of the Circuit Court of Martin County, Florida; being one or more persons or Trustees under trusts with fee simple title to any Lot or Residence. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in Lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 10. "Properties" shall mean and refer to the real property described in Exhibits "A" and "B" attached hereto.

Section 11. "Residence" shall mean and refer to any Dwelling Unit, of whatever character, located on any area shown upon any recorded plat of EAGLEWOOD and which is intended for residential use.

Section 12. "Lot" shall mean any numbered lot as established by the recorded plat of EAGLEWOOD as same appears on that certain plat on record in the Office of the Clerk of the Circuit Court, in and for Martin County, Florida in Plat Book 9, Page 26.

Section 13. "Single-Family Unit" and "Villa" shall mean and refer to any residence located on any lot identified in the plat of EAGLEWOOD, which residence shall contain four or more exterior walls which are not attached in any manner to any other residence.

Section 14. "Attached Villa" shall mean and refer to any residence located on a lot shown on the plat of EAGLEWOOD which shares a common wall with no more than one other residence.

Section 15. "Cluster Home" shall mean and refer to any residence located on a lot on land shown to be within the plat of EAGLEWOOD, which residence shares a common wall with other residences, is built as part of a structure containing three or more residences, and whose actual physical integrity depends upon the existence of three or more residences attached in some manner.

Section 16. "Permanent Resident" shall mean and refer to any person who resides in a Residence within the Properties with the approval of the Association, for more than thirty (30) days in any calendar year.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Ingress and Egress. Each Owner shall have, as an appurtenance to his Lot or Residence, a perpetual easement for ingress and egress to and from his Lot or Residence over and upon the Common Properties.

Section 2. Delegation of Use. Any Owner may delegate the right and easement granted to said Owner pursuant to this Article II to the members of his family or his tenants who reside in his Residence but any such delegation shall be subject to and limited by the terms and conditions of this Declaration, the Articles and By-Laws and the Rules and Regulations of EAGLEWOOD.

Section 3. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Lot or Residence, shall not be separated therefrom and shall pass with the title to his Lot or Residence, whether or not separately described.

Section 4. Utility and Drainage Easement. Areas are identified in the Plat for use by all utilities for the construction and maintenance of those utilities' respective facilities

servicing EAGLEWOOD; and EAGLEWOOD hereby grants to such utilities, jointly and severally, easements for such purpose. Also identified are dedicated areas on the Plat of EAGLEWOOD as drainage easements for such use by the public authorities as is appropriate. The location and extent of such easements are as shown on the recorded plat of EAGLEWOOD or other recorded instruments defining them. Such utilities and public authorities and its respective agents, employees, designees, and assigns, shall have full right of ingress and egress over any Lot or other area shown on the plat, including Lots defined as residential Lots, for all activities appropriately associated with the purpose of said easements.

Section 5. Emergency Access to Flora Avenue. EAGLEWOOD hereby designates a restriction on the ten-foot parcel of land lying between the westerly boundary of Eaglewood Way and the easterly boundary of the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida at Plat Book 9, Page 26, as an emergency access to Flora Avenue. No obstruction of any nature may be placed in this area which would prevent such emergency access to Flora Avenue.

ARTICLE III OWNERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner shall automatically be a member of EAGLEWOOD. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Residence, and any such membership shall terminate simultaneously with any termination of such Ownership.

Section 2. Voting. All Owners are entitled to cast one vote for each Lot or Residence owned.

Section 3. Co-Ownership. Each Owner shall be entitled to cast one vote for each Lot or Residence owned. When any Lot or Residence is owned of record in the name of two or more persons, or entities, whether fiduciaries, joint tenants, or tenants in common, or if two or more persons have the same fiduciary relationship respecting the same Lot or Residence then unless the instrument or order appointing them, or creating the tenancy otherwise directs, and it or a copy thereof is filed with the Secretary of EAGLEWOOD, such Owner shall select one official representative to qualify for voting in EAGLEWOOD and shall notify the Secretary of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Lot or Residence.

Section 4. Change of Ownership. Change of ownership in EAGLEWOOD shall be established by recording in the Public Records of Martin County, Florida, a deed or other instrument conveying record fee title to any Lot or Residence and by the delivery to EAGLEWOOD a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of EAGLEWOOD, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to EAGLEWOOD, said

Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit EAGLEWOOD's powers or privileges. The interest, if any, of a member in the funds and assets of EAGLEWOOD shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Lot or Residence. Membership in EAGLEWOOD by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Residence upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Lot or Residence interest upon which membership is based.

Section 5. Explanation. The provisions of this Declaration further explained in Eaglewood's Articles and By-Laws; however, no such explanation will alter or amend substantially any of the rights or obligations of Owners set forth in this Declaration. EAGLEWOOD intends that the provisions of this Declaration and the Articles and By-Laws be interpreted, construed, applied, and enforced in such a manner as to avoid any inconsistent conflicting results. In the event such conflicts or inconsistencies cannot be resolved, then the provisions of this Declaration shall control, anything in the Articles or By-Laws notwithstanding.

Section 6. Dissolution of EAGLEWOOD and Transfer of Assets. EAGLEWOOD may not be dissolved nor may all or any part of the Common Properties be transferred or conveyed without the prior approval of Martin County, Florida Board of County Commissioners. In the event of dissolution or final liquidation of EAGLEWOOD, the Board of County Commissioners may require that the assets, both real and personal of EAGLEWOOD, be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by EAGLEWOOD. In the event that such dedication is refused acceptance, said commissioners may require that such assets be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by EAGLEWOOD. No such disposition of EAGLEWOOD Properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to EAGLEWOOD unless made in accordance with the provisions of such covenants and deeds.

ARTICLE IV COVENANT FOR COMMON AREA EXPENSES

Section 1. Creation of Lien and Personal Obligation for Common Area Expenses. By acceptance of a deed to a Lot or Residence, each Owner is deemed to covenant and agree to pay to EAGLEWOOD annual and special assessments as hereinafter provided, regardless of whether such covenant and agreement shall be expressed in such deed. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees incurred in collecting same, whether suit be

brought or not, shall be secured by a continuing lien upon the Lot or Residence against which each such assessments is made. Each Owner shall be personally liable for all assessments coming due upon his Lot or Residence while he is the Owner of said Lot or Residence

Section 2. Purpose of Common Area Expenses. The annual assessments levied by EAGLEWOOD shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Properties, and to provide services which EAGLEWOOD is authorized or required to provide. EAGLEWOOD may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, and (c) for replacement of real and personal property and equipment. Reserves shall be created and calculated in compliance with the requirements of Florida Statute 720.303(6).

Section 3. Annual Assessments. The annual assessment for each Lot or Residence shall be as stated in the estimated operating budget. Annual assessments may be increased by the EAGLEWOOD Board in an amount not to exceed fifteen (15%) percent of the previous annual assessments except by an approved vote of the Owners.

Section 4.

(a) Proportion and Amount of Expenses for Lot Mowing and Fertilization. Each Owner of a Lot containing a Single-Family Unit, Villa, Attached Villa, or Cluster Home shall pay an annual assessment equal to his proportionate share of expenses for mowing and fertilizing his Lot in accordance with the type of Lot or Residence owned. The proportionate share of common expenses for each Owner of a designated type of Lot or Residence shall be determined by multiplying the common expenses of that particular group by a fraction, the numerator of which is equal to the total number of Lots or Residences owned by said Owner and the denominator of which is equal to the total number of Lots or Residences designated for Single-Family Unit, Villa, Attached Villa, or Cluster Home, whichever group may be appropriate.

b) Proportion and Amount of Annual Common Area Expenses. Each Owner shall pay an equal annual assessment for common expenses, other than the expenses incurred for Lot mowing and fertilization.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the EAGLEWOOD Board may levy 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 any improvement upon the Common Properties for which reserve funds have not been provided, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose. Special assessments shall be levied equally on all lots.

Section 6. Special Assessments for Emergencies. In case of an emergency as defined in Florida Statute 617, the Board may levy a special assessment to pay for emergency expenses.

Section 7. Annual Assessments Due Date. The Board of Directors shall have the power to determine and change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments, e.g., lump sums or monthly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 8. Duties of the Board of Directors. The Board of Directors of EAGLEWOOD shall prepare an annual budget and a roster fixing the amount of the annual assessment against each Lot or Residence which shall be kept in the office of EAGLEWOOD and shall be open to inspection by any Owner. Written notice of the assessment and the past-due date thereof shall thereupon be sent to every Owner subject thereto as provided in this Declaration. EAGLEWOOD shall, upon reasonable demand, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Board, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non Payment of Assessments: Lien. If any assessment is not paid on or before the past-due date specified herein, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become an assessment and continuing lien on the land and all improvements thereon, against which each such assessment is made. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

Section 10. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, EAGLEWOOD may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action, and reasonable attorney's fees and costs incurred by EAGLEWOOD during the 30-day delinquent period described herein, whether suit be brought or not, shall be payable to EAGLEWOOD by the delinquent Owner, and shall be secured by the lien described herein. Delinquent assessments and all other assessments pertinent thereto shall bear interest at the highest rate allowed by the law from the date first due, but such interest shall not be payable if all assessments pursuant to such delinquent assessment are paid within 30 days of the date first due.

Section 11. Subordination of the Lien to Mortgages. Except as provided in Florida Statute 720, the lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the Properties subject to assessment; provided, however, that 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, any other proceeding, or deed in lieu of foreclosure, except for assessments which are due as required by Florida Statute 720. Such sale or transfer shall not relieve such property from liability for any assessments thereafter due and as provided by Florida Statute 720, nor from the lien described in Section 8.

Section 12. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of EAGLEWOOD shall annually, within ninety (90) days after the close of the fiscal year, prepare a general itemized statement showing the actual assets and liabilities of EAGLEWOOD at the close of such fiscal year, and a statement of revenue, costs and expenses. It shall not be necessary to set out in the statement the name of each creditor. Such financial statement shall comply with requirements of Florida Statute 720. Such officer shall furnish to each member of EAGLEWOOD and to any holder of a first mortgage encumbering a Lot or Residence in EAGLEWOOD, who may make request therefore in writing, a copy of such statement within thirty days after receipt of such request. Such copy may be furnished to the member or to the first mortgage holder either in person, by mail or by email.

Section 13. Waiver of Homestead Defense. Each Owner is deemed to acknowledge and conclusively consent by the acceptance of a deed to any Lot or Residence that all assessments established pursuant to this Declaration are for the improvement and maintenance of any homestead thereon, and for maintaining and operating the recreational facilities that EAGLEWOOD's lien with respect to such assessments has priority over any such homestead.

ARTICLE V PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences identified as Attached Villas or Cluster Homes in EAGLEWOOD and placed on the dividing line between any Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and

if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Right of Entry. The Owner(s) of each Cluster Home or Attached Villa shall have a right of entry (ingress and egress) into the other portion or portions of the Attached Villa or Cluster Home owned by the other Owner(s) for the purpose of inspecting the party wall and any other purposes concerning the party wall contemplated by this Article. Such right of entry shall be exercised at reasonable times upon notice and may be exercised by the Owner's agents and employees.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding on the parties.

Section 8. Insurance. Property and casualty insurance on each Attached Villa or Cluster Home will be maintained through EAGLEWOOD. Each Owner of such Attached Villa or Cluster Home will be assessed as a portion of the Annual assessment for the insurance premium covering the Owner's particular dwelling structure, which is defined as the shell of the building and dry wall out to the exterior walls, bearing and non-bearing interior partition walls, including electrical wiring, plumbing line, insulation, air conditioning and heating ducts. The insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. Property and casualty insurance will be purchased through EAGLEWOOD on a master policy basis which will cover all Attached Villas or Cluster Homes within EAGLEWOOD. Each Owner shall insure any contents and interior improvements such as floor, wall and ceiling coverings, appliances, cabinets, air conditioning and heating units as covered by a standard Florida casualty policy for a unit owner, that is placed in the Attached Villa or Cluster Home after the closing, as well as any addition made in or to the Attached Villa or the Cluster Home by the Owner as each Owner may desire.

In the event of any casualty loss to an Attached Villa or Cluster Home covered by the master policy, EAGLEWOOD shall be the agent of all Owners and shall adjust such loss on their behalf. All claims payable as a result of any loss suffered under such master policy shall be paid to EAGLEWOOD and the use of such funds as are paid by a loss or claim fund from such insurance proceeds so gathered for reconstruction

or repair of the casualty, loss, or damage to the Attached Villa or Cluster Home.

In the event insurance proceeds are insufficient to repair or replace damage resulting from such casualty or loss covered by said master policy, EAGLEWOOD may specially assess each Owner of an Attached Villa or Cluster Home so damaged for the funds necessary to complete the reconstruction or repair. The proportionate share of such assessment for insufficiency of insurance proceeds shall be determined in a manner not inconsistent with the remainder of this Article. Such assessment shall be a lien against its Lot or Residence or each affected Owner and shall be collected as any other lien.

Section 9. Insurance Trustee. If any Attached Villa or Cluster Home Owner shall suffer a loss or should such Residence be damaged in such a manner as to constitute a loss payable under any insurance policy maintained by EAGLEWOOD, then, in lieu of EAGLEWOOD acting as agent for Owners for the purpose of asserting and collecting claims, an insurance trustee shall be appointed pursuant to the terms of this section. An insurance trustee shall be any bank or trust company authorized to and doing business in Florida, designated by the Board of Directors of EAGLEWOOD, and approved by a majority of the mortgagees of the Attached Villas or Cluster Homes covered by the appropriate insurance policy. The term "majority" with respect to mortgagees shall mean the holders of debts secured by first mortgages, unpaid principal balances of all first mortgages on the subject Attached Villas or Cluster Homes.

The Trustee is herein referred to as the Insurance Trustee. The insurance trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The insurance trustee shall be responsible only for moneys which come into its possession. The duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold same in trust for the benefit of EAGLEWOOD, the Owners of Attached Villas and Cluster Homes, and the mortgagees of same.

Section 10. Appointment of Trustee. An insurance trustee shall be appointed pursuant to this Article upon resolution of the Board of Directors, request of any affected Owner of an Attached Villa or Cluster Home, or at the request of any first mortgagee holding security in any Cluster Home or Attached Villa covered by the appropriate insurance policy against which a claim shall be made.

Section 11. Trustee's Expenses. The Board of Directors shall collect and pay all fees and expenses of the insurance trustee as part of the common expenses for which assessments are levied against each Residence in the building containing the damaged or destroyed Residence. Each Owner thereof shall pay and be responsible for all fees and expenses of the insurance trustee in the same manner as all other assessments.

Section 12. Determination of Damage and Use of Insurance Proceeds. Immediately after a casualty damage to any part of an Attached Villa or Cluster Home,

the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided that if a casualty causing damages is limited to a single residence, then it shall be the responsibility of the residence's Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, then the Board of Directors, shall assess for the insufficiency as provided in Section 8 of this Article. Proceeds collected by the Board of Directors to cover a deficiency in insurance proceeds necessary to repair or replace damage shall be paid to the insurance trustee, if appointed.

The insurance trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment herein above set forth to repair and replace any damage or destruction of property and shall pay any balance remaining to EAGLEWOOD, the Owner, or to first mortgagees, as those interests may appear. The insurance proceeds and the funds collected by the Board from the assessments as provided herein shall be held by the insurance trustee in trust for the use and purposes provided in this Article. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction, or replacement required hereunder are performed or accomplished, but such duty shall be that of EAGLEWOOD or the particular Owners, as the case may require.

ARTICLE VI ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. No building, dwelling, fence, wall, trees, hedges, shrubs, or landscape of any kind shall be erected, altered, maintained, removed, planted, or placed upon any Lot or Residence, nor shall any exterior addition to or change or alteration of any Lot or Residence or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors and by an architectural committee composed of members of EAGLEWOOD, appointed as provided in the By-Laws of EAGLEWOOD.

Section 2. Plans and Specifications. Any plans or specifications for final approval shall include the following:

(a) Complete plans and specifications sufficient to secure a building permit in Martin County, Florida, including plot plan showing Lot and block and placing of residences, garage, outbuilding and walls or fences;

(b) Front elevations and both side elevations, or front elevations and one side elevation and rear elevation of building, plus elevations of walls and fences;

(c) In the event of alterations or improvements to an existing structure, a plot

plan and a set of "as built" drawings showing all existing improvements and structures, with proposed alterations or additions clearly labeled thereon and drawn to scale;

(d) A perspective drawing if deemed necessary by the committee to interpret adequately the exterior design;

(e) Data as to material, color and texture of all exteriors, including roof coverings, fences and walls;

(f) One set of blueprints shall be left with the Board or with the Architectural Committee until construction is completed.

Section 3. Approval. Should the Board of the Architectural Committee fail to approve or disapprove such plans and specifications and location within thirty (30) days after submission of the plans to them, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force.

Section 4. Submittal. Preliminary plans may be first submitted for preliminary approval.

Section 5. Considerations of Approval. The Board of Directors or Architectural Committee's approval or disapproval of any subject plans and specifications submitted to it or to them may be based upon any considerations, including aesthetic considerations, so long as such considerations are applied on a uniform basis throughout the Properties. Such approval may be based upon any reasonable conditions, including without limitation, the condition that such buildings, landscaping, alterations or improvements be maintained by the Owner thereof rather than EAGLEWOOD.

ARTICLE VII FUNCTIONS OF EAGLEWOOD

Section 1. Required Services. In addition to those responsibilities specified in this Declaration, EAGLEWOOD shall be required to provide the following services:

(a) Except as performed by an Owner pursuant to Article VI of this Declaration, maintenance and care for designated areas within the Properties;

(b) Maintenance of any and all sewers, roads, signs, parking areas, surface water management system and Common Properties throughout the Development;

(c) Cleanup, maintenance, and payment of property taxes with respect to the Common Properties;

(d) Operation of the Common Properties in accordance with the rules, regulations, and standards adopted by EAGLEWOOD from time to time;

(e) Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties, and to perform any of the functions or services delegated to EAGLEWOOD in any covenants, conditions, or restrictions applicable to the Development or in the Articles or By-Laws;

(f) Conducting business of EAGLEWOOD including but not limited to administrative services such as legal, accounting and financial, and communication services informing Owners of activities, notice of meetings, and other important events;

(g) Purchasing general liability and hazard insurance covering improvements and activities on the Common Properties to the extent deemed necessary or desirable by EAGLEWOOD; and

(h) Collection of assessments levied upon Owners, by EAGLEWOOD.

Section 2. Authorized Services. EAGLEWOOD shall be authorized, but not required, to provide the following services;

(a) Lighting of roads, sidewalks, and walks and paths throughout the Properties;

(b) Fire protection and prevention;

(c) Garbage and trash collection and disposal;

(d) Conducting recreation, sport, craft, and cultural programs of interest to Owners, their families, tenants and guests;

(e) Protection and security, including, but not limited to, the employment of security guards within the Properties and operation of a guardhouse;

(f) Maintenance of electronic and other security devices;

(g) Installation, operation, and maintenance of cable television facilities; and

(h) Mowing and fertilization of Lots.

Section 3. EAGLEWOOD Failure to Maintain Common Properties. Should EAGLEWOOD fail at any time to maintain the Common Properties in reasonable order and condition in accordance with any approved final development plan submitted to the appropriate governmental agencies, then the Board of County Commissioners of Martin County, Florida can serve written notice by certified mail, return receipt requested, upon EAGLEWOOD on and upon each Owner of real property within EAGLEWOOD, which notice shall set forth the manner in which EAGLEWOOD has failed to maintain the Common Properties in reasonable order and condition and shall demand that such failure be remedied within thirty days of the sending of such notice, or in the alternative, that EAGLEWOOD appear before the Board of Commissioners at a specified time (at least ten days but not more than thirty days after the sending of

such notice) either to contest the alleged failure to maintain the Common Properties or to show cause why EAGLEWOOD cannot remedy such failure within the thirty day period. If such failure has not been remedied within the thirty-day period or such longer period as the Board of County Commissioners may have allowed, then the Board of County Commissioners, in order to preserve the taxable values of the real property within EAGLEWOOD and to prevent the Common Properties from becoming a public nuisance, shall hold a public hearing to consider the advisability of Martin County entering upon such common elements and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested to EAGLEWOOD and to each Owner of real property within EAGLEWOOD, and shall be sent and published in Martin County, Florida. Such notice shall be sent and published at least fifteen days in advance of the hearing. At such hearing the Board of Commissioners may determine that it is or is not advisable for Martin County to enter upon the Common Properties, take possession of them and maintain them for one year.

Provided that the above procedures have been followed, the Martin County Board of County Commissioners shall have the continuing right of entry, possession, and maintenance upon Common Properties for the purpose of exercising its discretion under this Section. Should the Board of County Commissioners enter, possess, and maintain the Common Properties pursuant to this Section, such entry, possession, and maintenance by the Board of Commissioners shall not vest or give to the public any right to use of the Common Properties.

The Board of County Commissioners may, after public hearing with notice of same given and published in the same manner as described in this Section, return possession and maintenance of the Common Properties to EAGLEWOOD, or to a successor Association, may abandon possession and maintenance of the Common Properties, or may continue such possession and maintenance of the Common Properties for additional one-year periods.

Should the Board of County Commissioners enter, possess, and maintain the Common Properties pursuant to this Section, the cost of such maintenance shall be assessed against lots and residences within EAGLEWOOD in the same manner as general assessments are determined pursuant to this Declaration. Any such assessment for maintenance by the Board of County Commissioners shall become a lien on lots and residences within EAGLEWOOD and shall be paid by the Owners thereof within thirty days after receipt of a statement therefore.

ARTICLE VIII OBLIGATIONS OF OWNERS

Section 1. In addition to all other obligations and duties set forth in this Declaration, the following covenants, conditions and restrictions shall be applicable to lots and residences and the Owners thereof:

* - Pursuant to Florida Statute 720

(a) Residences shall be used and occupied solely as single-family residences by the Owners thereof, their families or approved tenants.

(b) No persons under the age of eighteen (18) years shall be allowed to permanently reside in or occupy a Residence for more than thirty (30) days in any calendar year.

(c) All permanent residents of EAGLEWOOD, whether they are owners, tenants, lessees or guests, shall be fifty-five (55) years of age or older, with the following exceptions:

(1) This restriction shall not apply to parties already in residence at the effective date of this provision.

(2) In the case where one spouse meets the above age restriction of fifty-five (55) years, the other spouse or companion may be an age less than fifty-five (55) year, provided however that at all times there shall be at least one (1) permanent resident in the residence who meets the age restriction of fifty-five (55) years or older, except that an under fifty-five (55) surviving spouse or companion may continue to reside in the Residence after the demise of the over fifty-five (55) spouse or companion;

(3) A person who is eighteen (18) years of age or older, and who is the child or step-child of a permanent resident who meets the above age restriction of fifty-five (55) years, may permanently reside in a Residence, provided however, that there shall be at least one (1) permanent resident in the Residence who meets the age restriction of fifty-five (55) years or older, or a surviving spouse as defined by paragraph 2 above for at least nine (9) months per calendar year;

(4) Guests on the Properties who do not meet the above age restriction may visit and reside temporarily on the Properties for a period not to exceed thirty (30) days in any calendar year;

(5) Residences may also be occupied by heirs and devisees, who are under the age of fifty-five (55), who acquire ownership by virtue of inheritance, provided that their residency would not result in less than eighty percent (80%) of the Residences of EAGLEWOOD being occupied by at least one (1) person fifty-five (55) years of age or older, as required by applicable federal law.

(6) Statement of Intent. It is hereby declared by this homeowners community that we desire and intend to provide housing for older persons, and do in fact at this time represent housing for older persons as defined in the Federal Fair Housing Amendment Act of 1988 (publ.1.100-430), as amended by the Housing for Older Persons Act of 1995. It is specifically the desire and intention of this community to meet the exemption for housing for older persons as provided in the above statutes. It is furthermore the intention of this Association to publish and adhere to policies and procedures which demonstrate an intention to provide housing for persons fifty-five (55) years of age and older. The Board of Directors is hereby authorized to adopt

reasonable rules, regulations and policies to carry out this intention.

(d) Each Owner shall maintain his Lot or Residence so as to prevent the development of any unclean, unsightly or unkempt conditions which shall, in EAGLEWOOD's opinion, tend to decrease the beauty of the neighborhood as a whole or the specific area.

(e) No noxious or offensive activity shall be conducted or maintained upon any Lot or Residence nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existences are in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the development by the Owners thereof.

(f) Each Owner shall pay his maintenance charges within the time period allowed under Article IV, Section 9 of this Declaration.

(g) No horses, hogs, cattle, cows, goats, sheep, poultry, or other animals, birds, or reptiles shall be kept, raised or maintained upon any Lot or Residence; provided, however, that dogs, cats, and other household pets may be kept in numbers established by EAGLEWOOD if their presence causes no disturbance to others. Each Owner shall remove all waste matter eliminated by his pet anywhere on the properties and shall keep his pet on a leash while said pet shall be on any portion of the Properties other than the Lot or Residence of Owner.

(h) No commercial activity, trade, or business shall be conducted or maintained upon any Lot or Residence unless approved by the Board and unless such activity is not in conflict with applicable zoning ordinances and state law.

(i) No clothesline or clothes poles shall be visible from any portion of the Properties.

(j) No television, radio, or other receiving or transmitting antennae shall be attached to any Lot or Residence in such a manner that it shall be visible from any portion of the Properties.

(k) No reflective material, sheets, newspaper, or other non-standard window dressings or applications shall be applied to any window on any Residence visible from any portion of the Properties.

(l) No Owner shall keep, maintain, or allow to remain for any period of time any items of personal property on the Common Properties of EAGLEWOOD.

(m) No signs of any character whatsoever may be maintained on any Lot or Residence or in the windows thereof except with the written approval of the Board. No flags, buntings, balloons, etc., intended to indicate that the property is for sale may be maintained on any Lot or Residence or in the windows or garages thereof except with the written approval of the Board.

(n) No fuel tanks or similar storage receptacles may be exposed to view without the prior written consent of EAGLEWOOD.

(o) No garbage, trash, refuse, or rubbish shall be deposited, dumped or kept on any Lot or Residence except in closed containers, dumpsters, or other sanitary garbage collection facilities. All containers, dumpsters, and garbage facilities shall be screened from view, kept in a clean and sanitary condition, placed in areas approved by EAGLEWOOD, and subject to size restrictions determined by EAGLEWOOD; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to constitute a nuisance.

(p) The parking and/or storage on the Properties of trucks, vans, campers, boats, trailers, mobile homes, buses, storage vehicles, or industrial vehicles is prohibited without the prior written consent of EAGLEWOOD, except that passenger vans with side and rear glass windows and rear seating and Sport Utility Vehicles (SUV's) shall be considered "passenger vehicles", and shall be permitted upon the Properties. No vehicles without a valid license plate shall be permitted upon the Properties. Vehicles which are missing one or more wheels, or which are not in an operating condition shall not remain upon any portion of the Properties for more than two (2) consecutive days in any seven (7) day period. This paragraph notwithstanding, Owners may permit such commercial vehicles or delivery vehicles to remain on a Lot or at a Residence for such period of time as may be necessary for the delivery of services or goods by the entity owning the commercial truck or delivery vehicle. Motor homes or other vehicles as stated above in the first sentence may be left on a Lot or at a Residence for the purpose of loading or unloading passengers and equipment for any period of time not to exceed forty-eight (48) hours in any seven (7) day period. Visitors are permitted to park and/or store a truck, van, camper, boat, trailer, mobile home, bus, storage vehicle, or industrial vehicle for a period not exceeding twenty-four (24) hours on the Lot at the Residence of their host, after which the vehicle must be removed from EAGLEWOOD property. Not more than one visitor at any one time is permitted to park and/or store a truck, van, camper, boat, trailer, mobile home, bus, storage vehicle or industrial vehicle at anyone residence. This paragraph shall not exclude an Owner from maintaining and keeping on his Lot or at his Residence one (1) two-passenger golf cart. This paragraph notwithstanding, Owners may park any vehicle in the garage of any Residence so long as the door of the garage can be closed and locked with the vehicle inside.

(q) No immoral, improper, offensive, or unlawful use shall be made of or conducted upon any Lot or Residence; all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed by all Owners.

(r) No Residence shall be subdivided or its boundary lines changed without the prior written consent of EAGLEWOOD.

(s) EAGLEWOOD shall have the sole authority to determine the existence or non-existence of a nuisance under this Article, and the determination by EAGLEWOOD shall not be limited to those nuisances defined herein, but shall include any act, omission, or condition which, in the opinion of EAGLEWOOD detracts from or interferes

with the use and enjoyment intended to be preserved by this Declaration for all Owners.

(t) There shall be no garage sales. There shall be no estate or tag sales, or any similar activity on a Lot or on the Common Properties without prior written approval of the Board of Directors.

ARTICLE IX EASEMENTS

Section 1. Plats. The Properties are hereby made subject to any and all easements shown on any recorded plat of the Properties. Owners shall not place or maintain any structure, planting, or other material which would interfere with any of said easements.

Section 2. Utilities & Drainage. The Properties shall be subject to such easements for utilities and drainage including, but not limited to, water, sewer, electric, cable television and surface water management as may be reasonably required to properly and adequately serve the Properties as they exist from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties, and said easements shall survive any termination of this Declaration.

Section 3. External Maintenance. All Lots and Residences are hereby made subject to an easement and right in favor of EAGLEWOOD to enter upon said Lots or Residences for the purpose of providing the services required in accordance with Article VII of this Declaration. Additionally, all Lots or Residence shall be subject to an easement in favor of EAGLEWOOD through which a master irrigation system owned and operated by EAGLEWOOD may be located; provided, however, no exercise of any such easement shall unreasonably interfere with the use of the Lot or Residence subject to same. Any easements and rights granted pursuant to this Section shall survive any termination of this Declaration.

Section 4. Lot Line Encroachments. Certain residences constructed on the Properties may be situate so that an exterior wall of any such Residence is located upon or immediately adjacent to the boundary line between the Lot upon which said dwelling is located and an adjoining Residence. In all such cases, said adjoining Residence shall be subject to an easement and right of ingress and egress in favor of the Owner of the Lot upon which said Residence is located, which easement shall be for the purpose of performing proper and normal maintenance upon said wall. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration. Certain dwellings constructed in the Development may be situated so that a portion of the roof of any such dwelling may overhang an adjoining Residence by not more than three (3) feet. In all such cases, said adjoining Residence shall be subject to an easement and right in favor of the Owner of the Lot upon which any such

dwelling is situate, which easement and right shall be for the purposes of (a) permitting the existence of said roof overhang, and (b) allowing ingress and egress for the performance of proper and normal maintenance to said roof overhang. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration.

Section 5. Roof and Exterior Wall Maintenance. Normal maintenance such as painting, cleaning, re-coating, or finishing roofs and exterior walls of all residences shall be done uniformly and at the same time for the entire roof or wall of such building upon agreement of the Owners thereof, or in the event of disagreement, as decided by EAGLEWOOD. The expense of such maintenance shall be borne equally by such Owners. Should any damage or destruction be confined to a portion of such roof which affects some but not all of the Residences within the building, the Owners of such affected portions of the roof shall alone be responsible for the expense of repairing or replacing such damage or destruction, but the cost of rendering a uniform appearance of the entire roof shall be shared equally by all of the Owners of such building. If any damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any Owner, such negligent Owner shall bear the entire cost of repair or replacement necessitated thereby. If any Owner shall neglect or refuse to pay any expenses required by this Section, the other affected Owners may advance such expenses and shall be entitled to a lien on the Residence of any Owner so failing to pay such expenses. Said lien shall be evidenced by a claim of lien filed among the Public Records of Martin County, Florida, and shall be effective from and as of the time of recording, but such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by such Owners. Said lien may be foreclosed by such Owners, and shall also secure the payment of costs and reasonable attorney's fees with respect to such action.

ARTICLE X APPROVAL OF LEASES

Section 1. Leasing Restricted. Residences shall not be leased without the prior written approval of EAGLEWOOD. EAGLEWOOD shall have the right to require that a substantially uniform lease be used. No lease shall be approved until residence has been owned by purchaser for a period of twelve (12) months. The twelve (12) month waiting period shall be waived for devisees, heirs or beneficiaries who do not qualify for EAGLEWOOD residency. A residence may be leased only one (1) time during the time period that extends from July 1st of each year through June 30th of the next calendar year. No lease shall be for a period of less than three (3) months and must be reviewed prior to occupancy and then at least annually by EAGLEWOOD as per Article X, Sections 2, 3 and 5 of this Declaration. The proposed lessees shall consist of a single family as defined by the Rules and Regulations. Notwithstanding the lease of his Residence, the liability of the owner thereof under this Declaration shall continue. For the benefit of all Owners in EAGLEWOOD, these leasing restrictions shall not apply

to any Residence to which EAGLEWOOD holds title.

Section 2. EAGLEWOOD Approval. EAGLEWOOD must either approve or disapprove a lease within thirty (30) days after its receipt of a request for such approval, which request shall be accompanied by such information as EAGLEWOOD may reasonably require. If approved, a certificate of approval in non-recordable form shall be executed by EAGLEWOOD at the expense of the lessee. If EAGLEWOOD fails to give the Owner written notice of its approval or disapproval of the proposed lease within the foregoing thirty (30) day period, its failure to give such notice shall be the equivalent of its consent. Notwithstanding anything therein to the contrary, any institutional lender that becomes the Owner of a Residence through foreclosure, deed in lieu of foreclosure or other means, shall have the unqualified right to lease said Residence to qualified lessees without prior approval of EAGLEWOOD, except that EAGLEWOOD shall be advised in writing as to the effective date and term of the lease, and shall also be provided with the name(s) of the lessee(s).

Section 3. Lessees Qualified. All persons to occupy a Residence as tenants under a lease must qualify as permanent residents pursuant to the terms of this Declaration, including but not limited to Article VIII hereof, and the use and occupancy of a Residence by such tenant shall be fully governed by all of the terms of this Declaration, the Articles of Incorporation and By-Laws of EAGLEWOOD and by any reasonable rules and regulations promulgated by EAGLEWOOD.

Section 4. Lessors Use of Facilities. When an Owner leases his Lot or Residence, he relinquishes to the Lessee, for the term of the lease, his rights to exercise privileges at the facilities and any parking privileges.

Section 5. Disapproval. If a lease is disapproved, EAGLEWOOD shall give written notice of the disapproval within thirty (30) days of its receipt of a complete request for lease approval, and the lease shall not be had.

ARTICLE XI CONVEYANCES

Section 1. Purpose. In order to assure a community of congenial residents and occupants and to protect the value of the Lots and Residences and to further the continuous harmonious development of this community, the sale, transfer, and mortgage of all Lots or Residences shall be subject to the following provisions which shall be covenants running with the land.

Section 2. EAGLEWOOD Approval. An Owner intending to make a bona fide sale of his Lot or Residence, or any interest therein, shall give to EAGLEWOOD a written notice of his intention to sell, together with the name and address of the intended purchaser and such other information as EAGLEWOOD may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Owner that he believes the proposal to be bona fide

in all respects. No sale, transfer, lease, or conveyance of a Lot or Residence shall be valid without the approval of EAGLEWOOD except in the cases elsewhere provided in this Declaration, which approval shall not be reasonably withheld. Approval shall be in recordable form, signed by an executive officer and made a part of the document of conveyance.

The failure of EAGLEWOOD to act within thirty (30) days of written notice from an Owner with respect to a proposed sale, transfer, or conveyance shall be deemed to constitute approval, in which event EAGLEWOOD must, on demand of the Owner, prepare and deliver its approval in recordable form.

Section 3. EAGLEWOOD'S Right of First Refusal. EAGLEWOOD shall have the right to purchase from an Owner intending to make a bona fide sale of his Lot or Residence, and such purchase shall be by the same terms and conditions as specified in the notice from Owner intending to make a bona fide sale described in Section 2 above. EAGLEWOOD must notify the Owner giving such notice of its exercise of the right to purchase that Owner's Lot or Residence within thirty (30) days of the written notice from Owner described in Section 2 above. If EAGLEWOOD exercises its option to purchase a Lot or Residence from an Owner giving notice as per Section 2, the sale to EAGLEWOOD pursuant to the terms specified in the notice required in Section 2 shall be consummated before the sixtieth (60th) day after the date of written notice from the Owner pursuant to Section 2. The failure of EAGLEWOOD to close the sale with the Owner giving notice within the time period specified herein shall be deemed to constitute an approval of the bona fide sale to the intended purchaser specified in Section 2, in which EAGLEWOOD must, upon demand of the Owner, prepare and deliver its approval of the conveyance in recordable form.

Nothing herein shall be construed in any manner which shall require EAGLEWOOD to exercise its option to purchase in lieu of its option to withhold approval specified in Section 2 above.

Section 4. Conveyances and Contravention of this Article. In the event any Owner attempts to sell, transfer, lease or convey any Lot or Residence in contravention of this Article, or Article X of this Declaration, EAGLEWOOD shall have the right to enforce the provisions of this Article by legal proceedings and injunctive proceedings, or by any legal means calculated to produce compliance.

Section 5. Liability for Common Area Expense. No Owner shall sell, transfer, lease or convey any Lot or Residence, nor shall EAGLEWOOD give approval of such, unless or until all assessments due from that Owner are paid, or the payment of such assessments provided for the satisfaction of EAGLEWOOD, and unless and until the proposed transferred can qualify as to any use restrictions, including but not limited to the age restrictions contained in Article VIII of the Declaration. Any Owner leasing his Residence pursuant to the terms of this Declaration shall remain liable for the performance of all agreements and covenants in this Declaration, and shall remain liable for the violations of his tenants or any provisions of this Declaration, Articles and By-Laws of EAGLEWOOD and the rules and regulations adopted by the Board.

Section 6. Subsequent Owners. Every transferee or lessee who acquires any interest in a Lot or Residence shall acquire the same subject to this Declaration, the provisions of the Articles of Incorporation and the By-Laws of EAGLEWOOD and the rules and regulations enacted by the Board of Directors.

Section 7. Sale by Mortgagee. Should any Lot or Residence at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, mortgagee upon becoming the Owner of such interest through foreclosure of that mortgage or by deed in lieu of foreclosure, shall have the right to sell, transfer, lease or convey, or otherwise dispose of said Lot or Residence, provided that the provisions of this Declaration, the Articles of Incorporation and the By-Laws of EAGLEWOOD and the rules and regulations enacted by the Board shall be applicable thereto. Once the mortgagee has sold, transferred, or conveyed its fee simple interest to any person whomsoever, the provisions of this Article shall again be fully effective with respect to subsequent sales, transfers, leases; or conveyances of any Lot or Residence.

ARTICLE XII RIGHT OF HEIRS AND DEVISEES OR DECEASED OWNERS

Section 1. Surviving Spouse in Residence. If an Owner should die and the title to his Lot or Residence shall pass to his surviving spouse regularly in residence with the Owner prior to the Owner's death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the deceased Owner, the other provisions of this Declaration notwithstanding.

Section 2. Other Devisees: Heirs or Beneficiaries. If the title to any Lot or Residence of a deceased Owner shall pass to any person other than to a person designated in Section 1 above, then within ninety (90) days of such successor's receipt of title, occupancy or possession of the Lot or Residence of the deceased Owner, that person shall advise EAGLEWOOD in writing of his or her intention of residing in the Residence or on the Lot, and of that person's current address. EAGLEWOOD shall then have thirty (30) days thereafter within which to advise said person or persons in writing, delivered or mailed to the person's current address, whether that person's occupancy and/or ownership of the parcel is approved. The failure of EAGLEWOOD to give such advice within this thirty (30) day period shall be deemed as automatic approval of the ownership, occupancy, or possession of the person taking title as a result of the Owner's demise. If EAGLEWOOD does not approve the ownership/or occupancy of the Lot or Residence by said person or persons, and EAGLEWOOD so notifies them pursuant to the terms of this Section, that person or persons shall remain in occupancy only until EAGLEWOOD or such person or persons shall procure a purchaser of the Lot or Residence acceptable to EAGLEWOOD. Provided however, that if such disapproval is based upon the fact that such heir's or devisee's occupancy would violate Article VIII, Section 5 hereof, then EAGLEWOOD shall be under no obligation to provide a purchaser for such Lot or Residence and such heir or devisee shall not occupy same. Thereupon, the person or persons having title, possession, and/or occupancy of the Lot or Residence shall execute such papers and documents as EAGLEWOOD

may require to effect the transfer of title, possession, and occupancy of the Lot or Residence to such purchaser, which purchaser may be EAGLEWOOD.

Section 3. Pending Common Area Expense. Nothing in this Article Shall be deemed to reduce, forgive or abate any amounts due EAGLEWOOD from the Owner at the time of his death, nor shall anything in this Article be deemed to reduce, forgive, or abate any assessments attributable to the Lot or Residence becoming due after the Owner's death, all of which assessments shall be fully due and payable as if the Owner had not died.

Section 4. Reference to Article XI. Nothing in this Article shall prevent the sale or transfer of a Lot or Residence by the Owner thereof in the manner otherwise provided in Article XI of this Declaration.

ARTICLE XIII RECREATIONAL FACILITIES

Section 1. Recreational Facilities are part of the Common Properties. The recreational facilities are designated and become part of the Common Properties of EAGLEWOOD as set forth in the Declaration of Covenants, Conditions and Restrictions of EAGLEWOOD, and carry with it the full use, benefit and privilege to all homeowners.

Section 2. Use of Recreational Facilities. The recreational facilities shall be for the exclusive use of Owners, their guests, and tenants, under such rules and regulations as may be adopted by the Board of Directors of the Association from time to time. Each Residence is limited to two (2) golf memberships subject to the rules and regulations of the Association. All other persons using the Golf facilities, whether or not they are permanent residents, shall be considered "guests" at the Golf facilities. Guests of the Golf facilities must be accompanied by a golf member, and non-resident guests of the golf facilities may utilize the golf facilities a maximum of one (1) time per calendar month, or as otherwise specifically permitted by the rules and regulations of the Association. When a Residence is leased to approved tenants, the right to use the recreational facilities, including the right to golf memberships, is automatically transferred to such tenants, subject to rules and regulations of the Association, and the Owners relinquish such rights until the end of the lease terms.

ARTICLE XIV ADDITIONAL PROPERTIES

In no event shall EAGLEWOOD add such Lots or Residences to EAGLEWOOD which would bring the total number of Lots or Residences to a sum above three hundred (300).

ARTICLE XV ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens, and assessments contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action, or suit may be brought by EAGLEWOOD, its successors, or assigns, or any Owner. Failure by any Owner, EAGLEWOOD, its successors or assign to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should EAGLEWOOD find it necessary to institute legal action against a member of EAGLEWOOD to enforce compliance with this Declaration, the Articles and By-Laws of EAGLEWOOD, or the rules and regulations of EAGLEWOOD, upon a finding by a court in favor of EAGLEWOOD, the defendant member shall reimburse EAGLEWOOD for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the court in such legal action shall be secured by a lien against the Lot or Residence of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration.

ARTICLE XVI GENERAL PROVISIONS

Section 1. Easements for Encroachments. All of the Common Properties and each of the Lots and Residences shall be singly and collectively subject to easements for encroachments which now exist or which may hereafter exist or come into being as a result of settlement or movement of the building or other improvements upon the Common Properties or any Lot. Such encroachment shall be permitted to remain undisturbed and such easement shall exist and shall continue as valid easement so long as encroachment is hereby created so long as such encroachments stand.

Section 2. Duration. The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by EAGLEWOOD and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period of an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three quarters (3/4) of the votes cast at a duly held meeting of Owners of EAGLEWOOD and two-thirds (2/3) of the Institutional Lenders holding any mortgages on any part of the Development are in favor of terminating this

Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that EAGLEWOOD votes to terminate this Declaration, the President and Secretary of EAGLEWOOD shall execute a certificate which will set forth the resolution of termination adopted by EAGLEWOOD, the date of the meeting of EAGLEWOOD at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at a meeting of EAGLEWOOD, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Martin County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 3. Amendments by Owners. This Declaration may be amended only as follows:

(a) This Declaration may be amended provided that three-fourths (3/4) of the votes cast by the Owners present or by proxy at a duly called and held meeting of EAGLEWOOD vote in favor of the proposed amendment.

(b) No amendment shall be passed which impairs or prejudices the rights of Institutional Lenders.

(c) Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the President and Secretary of EAGLEWOOD shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of EAGLEWOOD at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of the Owners of EAGLEWOOD, at a meeting of EAGLEWOOD, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Martin County, Florida.

(d) This Section notwithstanding, any amendment which would affect any surface water management system, including the water management portions of the Common Properties, must be approved by the South Florida Water Management District.

(e) This Section notwithstanding, no amendment of Article VII, Section 3 or Article II, section 5 shall be permitted without the consent of the Board of County Commissioners of Martin County, Florida.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the members of EAGLEWOOD is called to take action under Section 2 of this Article, the presence at the meeting of the members or proxies entitled to cast a majority of the total vote of the members shall be required to constitute a quorum.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affix to the last known address of the person or entity who appears as Owner in the Public Records of Martin County, Florida. Notice to one of two or more Co-Owners of a Lot or Residence shall constitute notice to all Co-Owners. It shall be the obligation of every Owner to immediately notify the Secretary of EAGLEWOOD in writing of any change of address. Any person who becomes an Owner following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 6. Severability. Should any covenant, condition, or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 7. Interpretation. The Board of Directors of EAGLEWOOD shall have the right, except as limited by any other provisions of this document or the By-Laws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 8. Authorized Action. All actions which EAGLEWOOD is allowed to take under this instrument shall be authorized actions of EAGLEWOOD if approved by the Board of Directors of EAGLEWOOD in the manner provided for in the By-Laws of EAGLEWOOD unless the terms of this instrument provide otherwise.

Section 9. Termination of Declaration. Should the Owners of EAGLEWOOD vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court of Martin County, Florida, which Trustee shall sell the Common Properties free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Martin County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties. The excess of proceeds if any, from Common Properties

shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses as determined by the formula for special assessments in Article IV, Section 5, Paragraph (a) hereof.

The above paragraph notwithstanding, the Martin County, Florida Board of County Commissioners shall have the right to determine whether EAGLEWOOD maintaining and owning the Common Properties shall be dissolved as a result of termination of this Declaration. If this Declaration is terminated, said Commissioners may require, at their discretion, that the Common Properties be transferred or conveyed to an entity organized and conceived for the purpose of owning and maintaining the Common Properties or said Commissioners may require dedication of all or part of the Common Properties and easements shown on the Plat of Eaglewood to be dedicated to the public.

Section 10. Not-For-Profit Status. Notwithstanding anything contained herein to the contrary, EAGLEWOOD will perform no act nor undertake any activity which will violate its not-for-profit or tax exempt status under applicable state or federal law.

Section 11. Context. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and use of any gender shall be deemed to include all genders.

Section 12. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Properties.

**SECOND AMENDED AND RESTATED BY-LAWS
OF
EAGLEWOOD HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
GENERAL**

Section 1. Name. The name of the corporation shall be Eaglewood Homeowners Association, Inc., A Not-For-Profit Corporation (hereinafter referred to as "Eaglewood").

Section 2. Principal Office. The principal office of the Corporation shall be 8520 SE Eaglewood Way, Hobe Sound, Florida 33455 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Corporation shall be kept at its principal office.

Section 3. Definitions. As used herein, the term "Corporation" shall be synonymous with "Eaglewood", as defined in the Declaration of Covenants, Conditions and Restrictions for EAGLEWOOD, a Planned Unit Development, ("Declaration"), which is recorded in the Public Records of Martin County, Florida, and the words "Properties," "Residence," "Common Properties," and "Owner" are defined as set forth in the Declaration. As used herein, the word "Lot" shall mean and refer to any parcel of land which is used as a site for any residence.

**ARTICLE II
DIRECTORS**

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Eaglewood Board of Directors shall be seven (7) or nine (9), and in no event an even number of persons, the exact number to be determined by the Board of Directors prior to the annual election. Directors must be Owners in Eaglewood or spouses of Owners. Directors shall be elected to serve for a term of three (3) years or until a successor shall be elected.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors held for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office up to the next annual meeting of the members or special meeting of the members at which Directors are elected. At such next meeting the members shall elect one of their number to serve as Director for the remaining unexpired term of the vacated office. Any person named as successor by the remaining Directors under the provisions hereof shall not be disqualified from election to serve the remaining unexpired portion of the term of such vacated office.

Section 3. Removal. Any member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the members. A special meeting of the Owners of Eaglewood to remove a member or members of the Board of Directors may be called by holders of ten percent (10%) of the total vote of Owners giving notice of the meeting as required for a meeting and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in Eaglewood shall be terminated for any reason whatsoever. If any Director fails to pay any charge levied against him by the Board of Directors, whether regular or special assessment, within ninety (90) days after its due date, he shall be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of Eaglewood shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- (a) To prepare an annual budget and to levy and collect assessments.
- (b) To use and expend the monies collected to acquire, maintain, operate, lease, care for and preserve the Common Properties.
- (c) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- (d) To enter into and upon the lots or residences when necessary, with as little inconvenience to the owners as possible, in connection with said maintenance, care and preservation.
- (e) To insure and keep insured the Common Properties against loss from fire and/or other casualty and the Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
- (f) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from Owners for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors. Fines may be levied as provided in Florida Statute 720, which in the aggregate may not exceed \$2,000 per violation.
- (g) To employ and compensate such personnel as may be required for the maintenance and preservation of the Common Properties.
- (h) To make and amend reasonable rules and regulations applicable to all Owners.

(i) To contract for the management of the Common Properties and to delegate to such other party all powers and duties of Eaglewood except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.

(j) To carry out the obligations of Eaglewood under any easements, restrictions or covenants running with any land subject to the Declaration.

(k) To perform the services authorized or required of Eaglewood pursuant to the Declaration or the Articles of Incorporation.

(l) To establish a charge for application forms for resale or lease of Owner property.

(m) To exercise all powers of the Association authorized by Florida Statute 720 and Florida Statute 617 which are necessary and appropriate for the Association to carry out its duties and responsibilities.

Section 5. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority of Owners at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

(a) The first meeting of each Board of Directors newly elected by the Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

The annual meeting of the Board of Directors shall be held at the same place as the Owners' meeting and immediately after the adjournment of same.

(b) Special meetings of the Board of Directors shall be held whenever called by written notice signed by the President of the Association or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by email if a Director has consented to receive notice by email. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or email shall be delivered or telephoned at

least seventy-two (72) hours before the time set for the meeting.

(c) Meetings of the Board of Directors shall be open to all Owners and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Property at least forty-eight (48) hours in advance of such meetings. In any case where the directors will consider a special assessment or a rule pertaining to activity on an individual lot, the Association must give notice to all Owners of such meeting at least fourteen (14) days in advance of the meeting date.

(d) Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Owners, to discuss matters which involve attorney client privilege, pending or threatened litigation or personnel matters.

(e) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present shall adjourn the meeting until a quorum shall be present. Directors may not vote by proxy or secret ballot except that secret ballots may be used for the election of officers. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(f) Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- (a) Roll call.
- (b) Reading of minutes of the last meeting.
- (c) Consideration of communications.
- (d) Resignations and elections.
- (e) Reports of officers and employees.
- (f) Reports of committees.

- (g) Unfinished business.
- (h) Original resolutions and new business.
- (i) Adjournment.

Section 8. Accounting Records. Eaglewood shall maintain accounting records according to generally accepted principals of accounting, consistently applied, which shall be open to inspection of Owners or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Owners or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Residence, which account shall designate the name and address of the Owner, the amount of each charge, the dates and amounts in which the assessments came due, the amounts paid upon the account and the balance due. An annual report consisting of at least the following shall be available to all Members within one hundred twenty (120) days after the close of the fiscal year; (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board based on the requirements of Florida Statute 720 for financial reports.

ARTICLE III COMMITTEES

Section 1. Board May Establish Committees. The Board of Directors in order to fulfill its obligations under the Declaration may establish Standing Committees or special committees to assist the Board in carrying out its functions under such Declaration. The Board may appoint an Internal Audit Committee to operate independently of the Board and other Committees to review internal controls, policies, procedures, financial reports and statements and provide their comments to the Owners of Eaglewood.

Section 2. Structure and Appointment of Committees. When such committees are established by the Board of Directors, each Committee shall consist of at least three (3) or as many as deemed necessary, appointed in odd numbers. Members of the Committees shall be appointed by a majority vote of the Board and shall serve at the Board's discretion. Any appointed member may be removed for any reason by a majority vote of the Board, and the Board shall have the power to appoint immediately a successor to any Committee or Committees by a majority vote of the Board.

Section 3. Composition of Membership. At least one member of each Committee shall be a Member of the Board, and that Committee Member shall be the designated Chairman.

Section 4. Policies of Operation. Each Committee will operate under such policies established by the Board and shall have discretion in carrying out its assigned

duties, subject to review and approval by the Board.

Section 5. Board has Authority to Dissolve Committees. The Board of Directors may dissolve any Committee at any time upon majority vote of the Board at an annual meeting of the Board or at a special meeting called for such purpose. Upon dissolution the Board shall immediately assume such duties and responsibilities assigned to the dissolved Committee.

Section 6. Final Approval of All Acts of the Committees Lies with the Board. Nothing in this article to the contrary withstanding, the Board of Directors shall at all times have the authority for affirming any and all decisions made by any of the Committees, and to have the power to enact, amend, or revoke any rules or operation of the Committees that contravene the Declaration.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of Eaglewood shall be a President, Vice-President, Treasurer, and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said officers may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Appointment. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. (Note – Covered in Article II, Section 3)

Section 4. The President.

(a) The President shall be chairman of, and shall preside at all meetings of the Owners and Directors, shall have general and active management authority over the business of Eaglewood except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages, and other contracts requiring the corporate seal of Eaglewood. The seal, when affixed, shall be attested by the signature of the Secretary, the Assistant Secretary or the Treasurer.

(b) He shall supervise and direct all other officers of Eaglewood and shall see that their duties are performed properly.

(c) He shall submit a report of the operations of Eaglewood for the fiscal year to

the Directors (whenever called for by them) and to the Owners at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of Eaglewood may require be brought to its notice.

(d) He shall be an ex-officio member of all committees, except the auditing and nominating committee, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice President. The Vice President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary.

(a) The Secretary shall keep the minutes of meetings of the Owners and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Owners, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

(b) He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

(c) He shall be the custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents of which a seal is required and the execution of which, on behalf of Eaglewood. Under its seal, is duly authorized in accordance with the provisions of these By-Laws.

(d) He shall keep a register of the post office address of each Owner, which shall be furnished to the Secretary by such Owner.

(e) In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to Eaglewood, and shall deposit all monies and other valuable effects in the name and to the credit of Eaglewood in such depositories as may be designated by the Board of Directors.

(b) He shall disburse the funds of Eaglewood as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of Eaglewood.

(c) The Treasurer shall not be a member of the Auditing Committee.

Section 8. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by Eaglewood, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE V VOTING RIGHTS

Section 1. Voting. Each Lot or Residence is entitled to one (1) vote. Each Owner shall be entitled to cast one vote for each Lot or Residence owned. However, when any Lot or Residence is owned of record in the name of a married person, two or more persons, or entities, whether fiduciaries, joint tenants, or tenants in common, or if two or more persons have the same fiduciary relationship respecting the same Lot or Residence, then unless the instrument or order appointing them, or creating the tenancy otherwise directs, and it or a copy thereof is filed with the Secretary of EAGLEWOOD, such Owner(s)/Members shall select one official representative to qualify for voting in EAGLEWOOD and shall notify the Secretary of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Lot or Residence.

Section 2. Change of Ownership. Change of ownership in Eaglewood shall be established by recording in the Public Records of Martin County, Florida, a deed or other instrument conveying record title to any Lot or Residence and by the delivery to Eaglewood of a copy of such recorded instrument. The owner designated by such instrument shall, by his acceptance of such instrument, become a Member of Eaglewood, and the Membership of the prior owner and/or his spouse shall be terminated. In the event that a copy of said instrument is not delivered to Eaglewood, said owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Corporation's powers or privileges. The interest, if any, of a Member in the funds and assets of Eaglewood shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in Eaglewood by all owners and their spouses shall be compulsory and shall continue, as to each owner, until such time as such owner transfers or conveys of record his interest in the real property upon which his Membership is based or until said interest is transferred or conveyed by operation of law, at which time the Membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

Section 3. Voting for Election of Directors. As permitted by Florida law, election of directors shall be conducted by secret ballot. The nominating committee shall notify all Owners of the right to be included on a ballot for the election. Such notice will be sent to all Owners at least sixty (60) days prior to the annual election. Owners wishing to be candidates must submit their name in writing to the committee no later than forty (40) days before the date of the annual meeting. The nominating committee may also seek out candidates who have not self nominated. Along with the notice of annual

meeting, a notice will be sent or hand delivered to all Owners that ballots and proxies are available for those who wish to vote by proxy. All ballots will be delivered to the Association by use of a two (2) envelope system. One envelope shall be marked "ballot". The second, larger envelope shall be addressed to the Association and shall include a space on the rear of the envelope for the Owner to put his or her name, sign and indicate the lot number or property address. The ballot envelope shall be placed inside the outer envelope and be mailed or delivered to the Association so it arrives no later than the date of the annual meeting. Ballots will also be available at the annual meeting. All persons selected by the nominating committee as well as any self nominations shall be listed on the ballot. Outer envelopes and ballots shall be opened and tallied at the annual meeting by a committee of Owners who are neither candidates or spouses or relatives of candidates. A ballot and election is not required if the number of candidates is equal to the number of vacancies on the Board.

ARTICLE VI MEETINGS OF EAGLEWOOD

Section 1. Place. All meetings of Eaglewood shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

(a) The annual meetings shall be held on the 1st Monday of February of each year, if not a legal holiday and, if a legal holiday, then on the next business day following.

(b) At the annual meetings, the Owners or those voting on their behalf, shall elect a Board of Directors pursuant to the ballot process set out in Article V, Subsection 3, and transact such other business as may properly come before the meeting.

(c) Written notice of the annual meeting shall be personally delivered, mailed or emailed to each Owner at least thirty (30) days prior to the meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least thirty (30) days prior to the meeting. Evidence of compliance with this thirty (30) day notice requirement shall be made by an affidavit signed by the person providing the notice.

(d) A nominating committee, consisting of five (5) members of Eaglewood shall be appointed by the Board of Directors on or before November 1st, each year. This nominating committee shall attempt to nominate a minimum of two (2) qualified candidates for each vacancy to be filled. All potential candidates must submit a resume of their qualifications and, upon request, make a personal appearance before the nominating committee.

Section 3. Voting List. At least a minimum of fourteen (14) days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of Eaglewood and shall be

open to examination by any person entitled to vote throughout such time.

Section 4. Special Meetings.

(a) Special meetings of Eaglewood, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of those persons entitled to vote holding one-third (1/3) of the total eligible votes. Should the President fail to call such a Special Meeting, such persons may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a Special Meeting of Eaglewood stating the time, place, and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of Eaglewood at least fourteen (14) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on a Common Properties at least fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit signed by the person providing the notice.

(c) Business transacted at all Special Meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Persons entitled to vote holding thirty percent (30%) of the total eligible votes, present in person or represented by written proxy, shall constitute a quorum at all meetings of Eaglewood for the transaction of business, except as otherwise provided by statute, the Articles of incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of Eaglewood, the persons entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, two-thirds (2/3) of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

(a) Owners who are delinquent in the payment of assessments or other charges shall not be entitled to vote nor shall any person on said Owner's behalf be entitled to vote at any meeting of Eaglewood, annual or special, for so long as any such assessments or other charges remain delinquent.

(b) All proxies must be in writing, signed by the person entitled to vote granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to an owner or person authorized to vote on his behalf.

Section 8. Waiver and Consent. Whenever the vote of Owners, or persons holding proxies on their behalf at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of Eaglewood, the meeting and vote of owners or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Owners' meetings and, as far as practical, at other meetings will be:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of prior meeting.
- (d) Officers' reports.
- (e) Committee reports.
- (f) Elections.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

Section 10. Right to Speak. Members have the right to speak at any Members' meeting on all items opened for discussion or included on the agenda. The Board may adopt rules which limit a Member's speech to no more than three (3) minutes and may require the Member to submit a written request prior to speaking at any Members' meeting.

Section 11. Recording of Meeting. Any Member may tape record or video tape any meeting of the Members. The Board may adopt reasonable rules governing the taping of a meeting.

ARTICLE VII NOTICES

Section 1. Definition. Whenever notice is required to be given to any Director, officer, or Owner, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, it shall not be construed to mean only personal notice, but such notice must be given in writing by mail by depositing the same in a post office or letter box in a postage paid, sealed envelope, addressed as appears on the books of Eaglewood. Any such notice and any notice of any meeting of the Owners, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws, or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to Eaglewood is 8520 SE Eaglewood Way, Hobe Sound, Florida 33455 or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE VIII FINANCES

Section 1. Fiscal Year. The fiscal year shall be April first through March thirty-first.

Section 2. Checks. All checks or demands for money and notes of the Corporation shall be signed by any two (2) of the following officers: President, Vice-president, Secretary, or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fidelity Bonds for Officers. The Treasurer and all Officers who are authorized to sign checks, and all officers and employees of the Corporation, and any contractor handling or responsible for Corporation funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Corporation. The bond shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signature or a bond account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

Section 4. Books and Records.

(a) Inspection by Members. The Declaration, Bylaws and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the Membership register, books of account and the minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Member of the Association, or by the duly appointed representative of a Member at any reasonable time at the office of the Association or at such other place within the Properties as the Board shall prescribe. As provided by Florida Law the following items are not available for inspection and/or copying by any Member.

- (I) Personnel records of association employees including but not limited to disciplinary, payroll, health and insurance records.
- (II) Medical records of any resident.
- (III) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information and any address for a Member other than as provided for Association notice requirements and other personal identifying information of any person. (The only things that a Member can obtain is the Member's name, the parcel designation, the official mailing address and the property address.)
- (IV) Any electronic security measure that is used by the Association to safeguard data, including passwords.
- (V) Software and operating systems used by the Association which allow the manipulation of data even if the Member owns a copy of the same software owned by the Association.

ARTICLE IX COMMON AREA EXPENSES

Assessments shall be levied and collected in accordance with provisions of the Declaration. Refer to Article IV and Article XIII.

ARTICLE X AMENDMENTS

Section 1. Proposed Amendments. Proposal for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Board no less than fifteen (15) days nor more than thirty (30) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of a majority of the

votes cast at a duly called and held meeting of the Board of Directors shall be required for approval of the proposed amendment.

Section 2. Owner Amendments. These By-Laws may also be amended by vote of the Owners at an annual or Special Meeting. An affirmative vote of two-thirds (2/3) of the votes cast including proxy votes at such a duly called and held meeting of Owners of Eaglewood shall be required for approval of any proposed amendment. Proposals for amendments to these By-Laws to be enacted by a special or annual meeting of the Owners shall be in writing, and signed by at least ten percent (10%) of the eligible voting Owners, and shall be delivered to the President who shall thereupon call a Special Meeting of the Owners not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such Special Meeting shall be given and posted in the manner provided in the By-Laws.

Section 3. Waivers. Any Owner may waive any or all of the requirements of this Article as to the submission of proposed amendments to these By-Laws to the President or notice of special meeting to vote thereon, either before, at or after an Owners meeting at which a vote is taken to amend these By-Laws.

Section 4. Recording. As required by Florida law, all amendments must be recorded in the public records and a copy of the recorded amendment provided to all Owners within thirty (30) days of recording.

ARTICLE XI CONSTRUCTION

Wherever the singular masculine form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

In any situation not covered by instructions or procedures in these By-Laws, ROBERTS RULES OF ORDER shall govern.

Should any of the provisions of these By-Laws be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

**EAGLEWOOD HOMEOWNERS ASSOCIATION
 RULES AND REGULATIONS
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Updates of the Rules and Regulations may be obtained in the Eaglewood office or the Eaglewood website www.eaglewoodhoa.net.

INTRODUCTION

Welcome to Eaglewood!

Eaglewood Homeowners Association, Inc. is a not-for-profit corporation existing under the laws of the State of Florida. Eaglewood is governed by the provisions of its governing Documents that every homeowner receives. The governing Documents authorize the Board of Directors to establish reasonable Rules and Regulations to promote the beauty, integrity and harmony of the community, and protect every homeowner's investment in his/her property. This document is Eaglewood's Rules and Regulations.

Living in a homeowner's association such as Eaglewood requires that every resident takes seriously his/her obligation to abide by the Rules and Regulations. An understanding of the communal expectations of all residents is necessary to maintain full enjoyment of everyday life and use of the facilities that our community offers. Harmonious living in Eaglewood is based on a respectful partnership between residents and the Board of Directors. A positive, communal mindset will help ensure a satisfying living experience in Eaglewood.

Every resident should read, understand and commit to adherence to the governing Documents and these Rules and Regulations.

SECTION 1 - OBLIGATIONS OF OWNERS

The Obligations of Owners are set forth in detail in Article VIII of the Declaration. Following is a "plain-English" explanation of the obligations and duties of all Eaglewood homeowners. The Board of Directors shall have the sole authority to determine whether a violation of an owner's obligations has occurred, which in the opinion of the Board detracts from the use and enjoyment intended to be preserved by the provisions of Article VIII.

- 1.1 Residences shall be used and occupied solely as single-family residences by owners, their families or approved tenants.
- 1.2 No one under the age of 18 years shall be allowed to reside in a residence for more than 30 days in any calendar year.
- 1.3 All permanent residents, whether owners, tenants, or guests shall be 55 years of age, with the exception of those persons enumerated in Article VIII(c) of the Declaration.
- 1.4 Each owner shall maintain his/her lot and residence so as to prevent the development of any unclean, unsightly or unkempt conditions, which tend to decrease the beauty of the neighborhood as a whole.
- 1.5 No noxious or offensive activity shall be conducted on any lot or residence nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood.

- 1.6 Each owner shall pay his/her maintenance charges, assessments and fees when due or within a thirty (30) day grace period.
- 1.7 Dogs, cats and other household pets may be kept as long as their presence causes no disturbance. Each owner shall remove all waste matter eliminated by his/her pet and shall keep his/her pet on a leash while the pet is anywhere other than the owner's lot or residence. Pets must remain in the golf cart if riding with the owner near the clubhouse, office or Pro Shop. No pets are allowed in the clubhouse, office or Pro Shop at any time. No pets are allowed on the golf course at any time. A dog run is located near the entrance to the maintenance building.
- 1.8 No commercial activity, trade or business shall be conducted upon any lot or residence unless approved by the Board.
- 1.9 Per Florida Statute 163.04 solar collectors, clotheslines, or other energy devices based on renewable resources cannot be prohibited by the HOA. The statutes also allow HOA's to regulate rules as long as they do not interfere with the intent of the energy saving law.

All clotheslines require approval from the Architectural Committee. Architectural change request forms must include a plot plan showing the proposed location of the clothesline including dimensions and measurements. In addition, it should include a catalog or brochure showing the type of clothesline or apparatus that one plans to use. The height shall not exceed six (6) feet, and the length shall not exceed 15 feet. Clotheslines shall only be installed within the property line boundaries in the rear yard of the lot or in another location approved by the Board of Directors. Corner lot homes may use the side yard, but the clothesline shall not be closer than 15 feet to the side street line.

Clothesline shall be portable and displayed only when in use and be limited to the shortest possible time to dry the laundry items. Clothesline shall not be strung between permanent poles, trees, or shrubs. Clothesline and clothesline poles shall be removed and stored out of sight prior to the rain, high wind events and when not in use. Clotheslines shall not used on days when lawns are being mowed.

- 1.10 No television, radio or other antennae (except satellite dishes one meter or less in diameter) shall be attached to any lot or residence in such manner that it is visible from any portion of the community and approved by the Board of Directors.
- 1.11 No reflective material, sheets, newspaper or other non-standard window dressing or applications shall be applied to any window of any residence visible from any portion of the community.

- 1.12 No owner shall keep, maintain, or allow to remain for any period of time any items of personal property on the common ground of Eaglewood. Vehicles shall not be parked on common grounds overnight.
- 1.13 No signs of any character whatsoever shall be maintained on any lot or residence or in the window thereof without the written approval of the Board.
- 1.14 No fuel tanks or similar storage receptacles shall be exposed to view without the written approval of the Board.
- 1.15 No garbage, trash, refuse, or rubbish shall be allowed on any lot or residence except in closed containers, dumpsters, or other sanitary garbage collection facilities, which facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted nor refuse be allowed to accumulate so as to constitute a nuisance.
- 1.16 The outdoor parking and/or storage on the properties of trucks (except pick-ups), campers, boats, trailers, mobile homes, buses, storage vehicles, or industrial vehicles is prohibited without the prior written consent of Eaglewood. Such vehicles, excluding pick-ups, may be left at a residence for the purposes of loading or unloading passengers and equipment for a period of time not to exceed 48 hours in any 7-day period. Owners of pick-up trucks are permitted to park their vehicle in their garage/ driveway with no time of day or number of days restriction. For the purposes of this section, pick-up trucks are defined as those trucks having a standard cab, extended cab, or crew cab model. No more than one such vehicle owned by either a homeowner or visitor is permitted to park in their driveway at the same time for more than 24 hours. No advertising or sign of any type or kind is permitted to be displayed on the pick-up truck. The pick-up truck is not permitted to have any camper top, racks, tools or toolboxes of any kind or form displayed or attached to its body. The bed of the cab must be free of tools, equipment, clutter, debris, construction materials, etc.

Visitors are permitted to park or store the above types of vehicles (excluding pick-up trucks) for a period not exceeding 24 hours at the residence of their host, after which the vehicle must be removed from Eaglewood property. No more than one visitor shall be permitted to park any such vehicle at any one time. All visitor pick-up trucks are subject to the restrictions listed above for owners of pick-up trucks. Visitor pick-up truck parking is subject to the 14-day overnight visitor limit.

- 1.17 No immoral, improper, offensive or unlawful use shall be made of or conducted upon any lot or residence.
- 1.18 No lot or residence shall be subdivided or its boundary lines changed without the approval of the Board.
- 1.19 There shall be no garage, estate, or tag sales or any similar activities upon any lot, residence or on the common properties without the written approval of the Board.

SECTION 2 - ARCHITECTURAL CONTROLS

Eaglewood is a community with a longstanding tradition of well-maintained homes and common grounds. Each homeowner is responsible for maintaining his/her own lot and residence. Following are rules and architectural standards, which are intended to help preserve the beauty and attractive appearance that have long characterized our community.

Architectural Standards

The following architectural standards shall be maintained and enforced.

- 2.1 All trim and siding shall be maintained in good repair with no evidence of water damage such as swelling or rotting. Painted surfaces shall be a consistent color with little evidence of fading. All surfaces including eave troughs, downspouts and trim shall be clean and in good repair.
- 2.2 Roofs shall be free of black streaking from dirt, mildew or algae.
- 2.3 Driveways shall be free of black streaks, black patches or dirty appearance.
- 2.4 All outdoor equipment such as air-conditioning condensers, well storage tanks, water softener tanks and generators shall be screened from view from the street.
- 2.5 Grass areas shall be irrigated and be maintained in a healthy and green condition.
- 2.6 Landscaped areas shall be weeded and pruned so as to present an attractive appearance. Dead landscaping plants and trees shall be removed and replaced.
- 2.7 No tree, particularly a live oak tree, may be “topped” or “hat-racked”. Proper maintenance of live oak trees requires appropriate periodic pruning. Maintenance of live oak trees should only be done only by a licensed arborist.
- 2.8 In the interests of safety and esthetics, all yard light shall be maintained in good working order.
- 2.9 No construction dumpster or PODS-like storage container may remain at a residence for more than two weeks without the written approval of the Architectural Committee.

Architectural Changes

- 2.10 Any changes that affect the exterior appearance of a lot or residence, including the planting or removal of any tree, must receive prior approval in writing from Eaglewood before any work commences. Owners must complete an Architectural Change Request (ARC) form, which can be obtained from the Eaglewood office to document your change request.

- Submit it to the Eaglewood office for processing by the Architectural Committee.
- 2.11 Requests for major structure and landscaping changes must be accompanied by drawing and plans that fully describe the proposed change. Golf cart storage additions will not be approved.
 - 2.12 Erection of statuary and installation of a well must be approved in advance.
 - 2.13 When repainting your residence, you must use Eaglewood-approved color schemes, which are on exhibit in the office.
 - 2.14 Prior approval is not required for normal maintenance activities, such as trimming bushes, shrubs; replacing dead plants and shrubs; repairing siding; repairing yard lights; cleaning driveways and roofs and repainting a residence using an existing color scheme. Any maintenance work necessary to maintain the attractiveness of a lot or residence is strongly encouraged.

SECTION 3 – OTHER RULES GOVERNING THE COMMUNITY

- 3.1 No more than two adults are permitted to ride in a golf cart at a time. Young children riding with adults must be seated on the front seat at all times. Non-residents must have a valid driver's license to operate a golf cart. For further detail governing use of golf carts on the golf course see Section 12.
- 3.2 All guests must be registered in the Eaglewood office or Pro Shop in order to use the golf course and other recreational facilities. Guests are subject to these Rules and Regulations, the same as residents. Guests must be accompanied by a resident when using any of the facilities, unless otherwise excused. Residents are responsible for their guests at all times. No guests may use any of our recreational facilities for instructional or commercial purposes.
- 3.3 Eaglewood has a lightning warning system that warns us when lightning is active in the area. The system is in operation 24/7 but the warning siren is operational only from 7:00 AM to 7:00 PM. A single siren blast of 15 seconds indicates lightening in the area and all outdoor activity shall be suspended and all persons, staff included, must take shelter from all outdoor common areas (golf course, pool, tennis courts, etc.) Outdoor activity may resume only when the all clear signal consisting of three siren blasts of five seconds each has sounded.
- 3.4 To discourage crimes of opportunity, residents are advised to not leave your garage door open when not physically in the garage.
- 3.5 Eaglewood has a “No Solicitation” policy. However, unauthorized persons occasionally ring doorbells with the intent of soliciting, which makes them trespassers. When these

violations occur, you are advised by the Martin County Sheriff's Office to call **911**.

- 3.6 It is imperative that all residents and visitors observe the 25-MPH speed limit and stop signs for their own safety, and the safety of others.

SECTION 4- FAMILY HOUSE GUEST WHEN OWNER IS NOT PRESENT

It may be appropriate for an Eaglewood owner to request that a family member have access to his/her home when they are not present. Because this is not expressly approved or denied by the existing Documents, rules have been adopted to establish when this will be approved. It must be emphasized that it is not the intent to approve the use of a residence for a "vacation site" and thus time limits are imposed as to when a residence may be occupied when the Eaglewood owner is not present. It is the responsibility of the owner to enforce and abide by these rules. Guests must adhere to all Rules and Regulations of the community.

- 4.1 For the purpose of this section only, Family Members are defined as parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces and nephews of the Eaglewood owner and spouse.
- 4.2 During any one calendar year family member(s) may occupy the owner's home for a maximum of 14 days without the owner being present. No more than five family members may use the residence without the owner present.
- 4.3 Family occupants shall have guest privileges, not member privileges (e.g., to play golf, the family member must be a guest of an Eaglewood member who will play with him/her). The account of the absent owner will be charged greens fees for the family guest using the golf course.
- 4.4 Pool and clubhouse privileges will be granted upon registration of the family member(s) as the house occupant. Registration forms are available in the office and must be submitted prior to the residence being occupied by the family member(s). The Eaglewood owner attests by his/her signature on this form that family members have read and understand the Rules and Regulations pertaining to the use of any Eaglewood amenities, proper use of golf carts, and those regarding approved attire.

SECTION 5 – SELLING OR LEASING YOUR HOME

- 5.1 In order to assure a community of congenial residents and protect the values of the owner's investment, the sale of all lots and residences are subject to conditions in Article XI of the Declaration (see page 25). To avoid delay when selling your home, please contact the Eaglewood office as soon as you are ready to present a contract. This will enable the office to prepare the documents that the Seller and Purchaser are required to complete, and to collect the applicable seller's fees prior to membership approval and settlement.
- 5.2 All house "For Sale" signs displayed by realtors in Eaglewood are required to comply with our established specifications. These specifications are available at the Eaglewood office. Realtors are required to have their signs fabricated in accordance with these specifications.
- 5.3 All house "For Sale by Owner" signs displayed by owners must be obtained from the Eaglewood office, which has a supply of them. They are available to owners for a refundable deposit of \$25.
- 5.4 No flags, bunting, balloons, etc., intended to indicate that a property is for sale shall be displayed on any lot or residence without the written approval of the Board.
- 5.5 Residences shall not be leased without the prior written approval of Eaglewood and may not be leased within twelve (12) months of purchase. Those owners who wish to lease their property are instructed to contact the Eaglewood office, which will provide further information concerning the approval process for leases.
- 5.6 House "For Rent" signs are prohibited. If you are planning to lease you home, please notify the Eaglewood office, which maintains a list of homes for rent to assist prospective renters.

SECTION 6– CLUBHOUSE

- 6.1 Scheduled activities are posted on a calendar of events, which is published each month
- 6.2 Residents may use the clubhouse and facilities for personal functions by making a request to the Activities Chairperson. Requests will be honored on a space available basis. Expenses and requirements are included in the request package
- 6.3 Guests of residents may accompany the resident for social activities provided the specific event is open to guests and the guests have been registered with the Eaglewood office and/or Pro Shop. Fees must be paid, if applicable.
- 6.4 House guests are permitted use of the clubhouse facilities after having registered with the office and/or Pro Shop. The member is always responsible for the guests' conduct.
- 6.5 A resident must accompany minor guests (under 16) when using any of the club facilities. Minor guests prohibited from using the Hobby Shop or participating in activities such as

- crafts and card parties. All parties and social programs are adult functions unless otherwise noted.
- 6.6 The right to use and enjoy the clubhouse and facilities is granted only to members in good standing. Guest use of club facilities is a privilege that may be revoked at any time with cause.
 - 6.7 Beachwear and “short shorts” are not allowed in the clubhouse, Pro Shop, or office.
 - 6.8 A member or his/her guest will be held responsible for destruction, removal of or damage to any club property.
 - 6.9 Nothing shall be affixed to the clubhouse ceiling grid or walls with adhesive or fasteners.
 - 6.10 No commercial, profit making, religious or political functions are allowed unless sponsored by the Activities Committee or approved by the Eaglewood Board of Directors.
 - 6.11 Pets are not allowed in or around the clubhouse, Pro Shop, office or recreational facilities unless in a golf cart, but in no event on the golf course.
 - 6.12 Any member or guest who is uncooperative when advised of a rule violation will be asked to leave and may be subject to sanctions imposed by the Board of Directors.
 - 6.13 Club property and equipment may not be removed from the premises except with the permission of the Activities Chairperson.

SECTION 7 - POOL AND SPA

- 7.1 A shower must be taken to remove body oils and lotions before entering pool or spa. Deck chairs and lounges shall not be removed from the pool area without permission from the office. Cover pool furniture with a towel before use.
- 7.2 Swim suits only are permitted in the pool or spa; no jeans or shorts. No running, jumping or diving is permitted.
- 7.3 Pets are not allowed in the pool area.
- 7.4 Glass objects are not permitted in the pool area.
- 7.5 Persons with infection, fungus or other contagious conditions are not allowed in the pool or spa.
- 7.6 Persons in diapers or adult disposable underwear are not permitted to use the pool or spa, except for babies, small children or adults in appropriate “swim undergarments”.
- 7.7 Pool guests must register in the office. The pool and spa are closed to guests during scheduled pool activities.
- 7.8 Children under 16 must be accompanied by a resident or registered adult guest. Children under 12 are not permitted in the spa.

SECTION 8 - TENNIS COURTS

- 8.1 Proper tennis attire and tennis shoes (no black soles) are required for play. No tank tops or jogging shorts.
- 8.2 A court should be relinquished after 45 minutes, if there are players waiting. Gates should be closed at all times.
- 8.3 Children under the age of 16 must be accompanied by an adult resident or registered guest.
- 8.4 All participants are to assist in keeping the courts clean and in good condition. No bicycles, skate boards or other equipment are allowed on the courts.

SECTION 9 - BOCCE COURTS

- 9.1 All play must be within the courts.
- 9.2 All players must wear footwear. No swim suits are to be worn when playing.
- 9.3 Courts must be swept upon completion of play. Equipment must be returned to the storage bin and locked after play is ended. The lock combination is 8500.
- 9.4 All guests including children must be accompanied by a resident and registered in the office or Pro Shop.
- 9.5 Chairs and tables are to be arranged properly and umbrellas closed after play ends.
- 9.6 Use of courts should be limited to ½ hour when others are waiting to play.

SECTION 10 – HOBBY SHOP

- 10.1 Only hobby shop members may use the equipment. Membership applications are available in the office. The instructions and rules on the application must be adhered to by all members
- 10.2 Hobby shop hours are 8:00 AM to 8:00 PM.
- 10.3 Do not use power equipment to cut metal. Always wear safety glasses when using power equipment.
- 10.4 Landscape pressure-treated timbers must be cut using the proper saw blade and fed slowly. This type of lumber dulls or chips saw blade teeth causing costly maintenance.
- 10.5 If equipment breaks down please leave a note for the shop stewards.
- 10.6 The hobby shop does not have janitorial service so each member is responsible for keeping the shop clean. Clean up your work area when finished. Empty trash cans in the dumpster outside. Do not allow trash cans to overflow.
- 10.7 Replace all tools to their assigned area.
- 10.8 Use the sign-out book when borrowing and returning any equipment or tools.

- 10.9 Turn off all power when leaving the shop; including fans (ceiling and floor), lights, equipment, bathroom, etc. Lock the door upon leaving.
- 10.10 No smoking is allowed in hobby shop.
- 10.11 The phone in the shop is for local calls only.
- 10.12 When a member discontinues his/her membership he/she must return his/her shop key.
- 10.13 Use good common sense and take appropriate safety precautions at all times.

SECTION 11 – GOLF COURSE

The rules of play for the game of golf are established by the United States Golf Association (USGA), which are supplemented by Local Rules established by Eaglewood. The golf rules of play are published separately by the Eaglewood Golf Committee.

11.1 Normal Tee Times

Monday, 2:30 PM Summer, 2:00 PM Winter, Shotgun Start
Tuesday, Wednesday, Thursday, 1:00 PM
Friday, 12:00 PM
Saturday & Sunday, 7:30 AM

Tee Times may be adjusted by management to earlier starts, when the entire golf course is not being utilized.

- 11.2 Tee times can be made a maximum of two days in advance of play, one tee time per person. On Mondays, when the Golf Shop is closed, sign-up is allowed on the day of play; use the tee sheet available on the clip board outside of the Golf Shop for the shotgun start.
- 11.3 Except for “Shotgun” starts, all play will begin on #1 Tee unless specific permission to start in a different location is obtained from the Golf Shop.
- 11.4 Appropriate golf attire must be worn on the golf course and putting green. As an example: tee shirts, tank tops, blue jeans, jogging shorts, athletic shorts without belt loops and belts, swimwear, or shorts more than 4” above the knee, and any attire that bears offensive language is not permitted. Shoes must be worn and the shoe must not be capable of damaging turf and should have a flat sole. Metal golf spikes are not permitted. Bare feet are not permitted. Shirts must be tucked in.
- 11.5 Practicing on the golf course is not permitted. However, with permission from the Golf Shop, a lone player may be allowed to play two balls.
- 11.6 Groups are normally limited to a maximum of four players per group. Groups may not

exceed 4 players unless specific permission is obtained from the Golf Shop. At times management may allow groups to exceed the maximum number of 4 players.

- 11.7 At times the Golf Shop will pair twosomes or pair a single with a two- or threesome.
- 11.8 As soon as a player finds that he/she is unable to keep a tee time he/she should notify the Golf Shop so the time can be opened for another member desiring to play. This is important at all times, but especially during season.
- 11.9 Guests must be accompanied by the member, and the member is responsible for the guests' fees to play. Upon being notified, management may make an exception for unaccompanied family members.
- 11.10 Pets and bicycles are not permitted on the golf course at any time.
- 11.11 The practice of ball hawking/hunting is prohibited.
- 11.12 Children are permitted on the golf course and practice green only in the company of a member and must be supervised.
- 11.13 Walking on the golf course is permitted when the course is not in use.

SECTION 12 – GOLF CARTS

- 12.1 All golf carts must have an Eaglewood registered number, and it must be clearly visible and affixed permanently to the cart. This number is obtained from the Eaglewood HOA Office.
- 12.2 Carts must stay on paths at all times on holes 4, 5, 10, 11, 12, 13, 14, 15, and 16.
- 12.3 Limited touring is permitted only when the course is closed.
- 12.4 The Eaglewood community restricts golf carts operated on the property to electric powered carts only.
- 12.5 When golf carts are allowed in the fairways, the 90-degree fairway crossing rule should be observed, and all carts should be kept 25 feet from all greens and on golf cart paths near teeing areas. Exceptions exist for handicap flag holders; these carts must be kept 5 feet from tees.
- 12.6 A guest must have a valid driver's license to operate a golf cart on the streets of the community.

SECTION 13 – GOLF GUESTS

- 13.1 All players must register themselves and all guests in the Golf Shop before beginning play. If the Golf Shop is closed, all players must register themselves and their guests before beginning play by signing in and filling out all information on the sheet provided outside the Golf Shop. If the number of holes IS NOT clearly designated on the sheet, the member is automatically charged for 18-hole guest fees.

Exception: Guests who show proof they are PGA professionals may play without paying a greens fee charge, but must be accompanied by a member or the EHOA Golf Professional.

- 13.2 Members are responsible for the conduct of their guests.

- 13.3 At least one member must accompany guests during play.
- 13.4 An overnight guest is an individual who is a guest of an Eaglewood member for a period of not more than 14 days. The overnight guest is permitted golfing privileges during this 14-day period only when playing with a member and upon payment of guest fees. A guest in residence more than 14 days will be considered a day guest described below.
- 13.5 A day guest is any golfing guest who does not qualify as an overnight guest. Such guests are permitted golfing privileges at Eaglewood when playing with a sponsoring member. The sponsoring member is responsible for any guest fees.
- 13.6 A sponsoring member must play in the same twosome/threesome/foursome as the guest or guests. The member must register the guest in the golf shop and is limited to 52 rounds of golf per calendar year, per specific guest. New residents will prorate the 52 rounds based on the complete weeks remaining in the calendar year, or as otherwise specifically permitted by the rules of the association.
- 13.7 Participants in a designated member-guest tournament will be permitted golf privileges as specified by such tournament.

SECTION 14 – GUEST PASSES FOR SINGLE HOMEOWNERS

- 14.1 A qualified single homeowner/resident is entitled to receive 24 rounds of free guest passes per year. These rounds are for guests only. A guest must play with a member. An exception to this policy may be authorized by the Golf Professional or the Golf Committee Chairman or his designee. You must register your guest(s) in the-golf shop prior to play and have your card so marked.
- 14.2 Single homeowners/residents may pick up guest pass cards in the Eaglewood HOA Office. Current card holders must turn that card in before picking up a new one. This card is not transferable. Free plays may be used in any number up to 24. These cards are good for the calendar year and do not rollover. New passes are issued annually, beginning on January 1.
- 14.3 A qualified single resident who leases a home may use this card when he/she is in residence. If a resident leases a home for three months, he/she will receive a card for only 18 guest passes. If a home is leased to a single resident for three months, that lessee would receive a card for six (6) guest passes. Therefore, the number of guest passes are prorated for the single homeowner and lessee based on the number of months a single lessee is in residence.

SECTION 15 –DISABILITY TAGS FOR GOLFERS

Eaglewood is a 55+ age restrictive golf community. As such, some of our residents may have limited mobility. For those persons, a tag policy has been established for privileged golf car use. Golfers with physical limitations may request an application in the Eaglewood HOA office to obtain a disability tag.

- 15.1 The golfer must provide evidence that a disability exists.

- 15.2 The golfer must pay an \$8.00 one-time refundable fee to the Eaglewood HOA office.
- 15.3 The tag must be affixed to the golfer's bag for easy identification.
- 15.4 The tag is for the designated golfer only, not for the golf cart.
- 15.5 The designated golfer must follow the 90-degree rule in all fairways.
- 15.6 Tags must be renewed every April 1st.
- 15.7 Course areas designated as "under repair" must not be entered.

SECTION 16 – ENFORCEMENT

Enforcement of the rules is everyone's responsibility. The Board of Directors asks each homeowner to police their own conduct and their property for compliance with the rules. Any resident who observes a rules violation by another resident is encouraged to report his/her observation by filing a Rules Violation Report form that can be obtained from the Eaglewood office. The identity of the person filing a report is made known only to the Property Manager. A violation report may also be initiated by any member of the Board of Directors or Board committee member in carrying out their responsibilities.

Below are the procedural steps that are normally followed once a violation report has been filed.

1. The Property Manager normally makes an effort to resolve the violation by informal in-person, telephone or friendly written communication with the alleged violator.
2. If the informal communication does not cure the violation or if the violation is deemed to be serious the Manager will send a formal First Notice letter to the alleged violator specifying a date by which the violation must be corrected. Each violation is "situation specific" with regard to the compliance date.
3. If the First Notice does not result in compliance the Manager will send a Second Notice again requesting compliance and to advise the alleged violator that failure to comply may result in the Board of Directors taking action to levy a fine and/or suspend the right to use common area facilities. However, in a case where the violation is not subject to remedy such as unauthorized removal of a large tree, the notice requirements of this section are not required and the Board may proceed to levy a fine or suspension or both as per paragraph 4 of this section 16.
4. If the alleged violation is still not satisfactorily resolved as a result of the Second Notice, the matter will be placed on the agenda of a regular or special Board meeting for consideration of action to levy a fine and/or suspend the right to use common area facilities. A fine may not exceed \$100 per day for a continuing violation or \$2,000 per violation in the aggregate. A

fine may not exceed \$2,000, either for an ongoing fine levied on a daily basis for a violation for which the violator has the ability to cause a remedy, or a violation that is not susceptible to remedy such as the unauthorized removal of a large tree. The decision as to whether a fine should be levied in a lump sum not to exceed \$2,000 or to levy a fine on a daily basis not to exceed \$100 per day shall be made by the Board. In addition, the Board may also suspend the right to use common area facilities for a reasonable period of time.

5. If a majority of the Board votes to levy a fine and/or suspend use rights, the Manager shall send the alleged violator a Notice of Hearing advising him/her of the Board's action and notifying him/her that a hearing before the Judiciary Committee has been scheduled for a specified date, time and place. The Notice of Hearing shall be sent at least 14 calendar days before the hearing, delivered by certified mail, return receipt requested, and by regular mail.
6. The Judiciary Committee is empowered to conduct a hearing with the authority to either confirm or reject the fine/suspension imposed by the Board. The hearing will be conducted by the Chairperson of the Judiciary Committee. Members of the Board or others may be called to present evidence of violations, if applicable. Board members will not ask nor otherwise participate in the conduct of the hearing.
7. Upon completion of the hearing, the Judiciary Committee will make its decision by a majority vote in closed session. A Report of Judiciary Committee will be promptly conveyed to the Board and Manager to document its decision. The decision of the Judiciary Committee is final and may not be further appealed.
8. If the fine and/or suspension are confirmed, the fine and/or suspension shall be deemed automatically imposed without further action by the Board of Directors unless a contrary intention is reflected in the minutes of the Board. The Manager shall send the person(s) fined/suspended a Notice of Imposition of Fine and/or Suspension delivered by certified mail, return receipt requested, with an additional copy sent by regular mail. A suspension shall apply to use of the golf course, clubhouse, pool area, tennis or bocce courts and all other common area facilities. A suspension shall not prohibit a homeowner or tenant from having vehicular and pedestrian ingress to and egress from their residence or lot.
9. If the fine and/or suspension are rejected by the Committee, the violation will be closed with no further Board action. The Manager shall send the person(s) involved a Notice advising them of this fact by certified mail, return receipt requested, with an additional copy sent by regular mail.

General compliance with the above procedures shall be sufficient. The procedures are intended to be used as guidelines to ensure fairness in the fining/suspension process. It is the intent of these procedures that persons sought to be fined or suspended are given a reasonable notice to be heard before the imposition of a fine or suspension of use rights. The Property Manager, in consultation with the HOA President, where appropriate, shall have the authority to deviate from these procedures in circumstances where the alleged behavior of a person constitutes a violation



of criminal law, or poses a threat to the health, peace, safety, or welfare of the residents of the community, or in other circumstances where they believe such deviation is justified.

Compliance with these procedures and the imposition of fines or suspensions shall not be deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the Governing Documents.

GLOSSARY

Board shall refer to the Board of Directors of Eaglewood.

Declaration shall mean the Declaration of Covenants, Conditions and Restrictions of Eaglewood, which is one of the governing documents contained in the “Document” booklet provided to every Eaglewood owner.

Owner shall mean the person(s) holding fee simple title to a lot or residence in Eaglewood as shown by the real estate records of Martin County, Florida; being one or more persons or Trustees under trust.

Member shall mean a member of the Eaglewood Homeowners Association. Members in the association shall consist of owners in Eaglewood who shall become members of the association upon recording in the real estate records of Martin County, Florida of a document transferring title to any lot or residence in Eaglewood, to said owner or that owner's spouse.

Residence shall mean any dwelling unit of whatever character (single family unit, attached villa or cluster home) located on any lot as established by the recorded plat of Eaglewood as recorded in the Office of the Clerk of the Circuit Court in Martin County, Florida.

Permanent Resident shall mean any person who resides in a residence in Eaglewood with the approval of the association, for more than 30 days in any calendar year.

Resident as used herein shall have the same meaning as Permanent Resident.

Family shall mean one person or a group of two or more persons related by blood, marriage or legal adoption or not more than two individuals who are unrelated by blood or marriage.

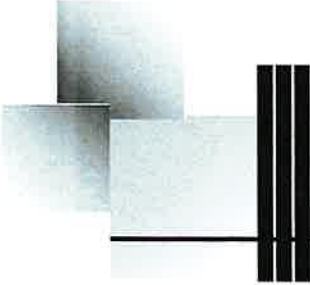
Family Member shall mean an immediate family member such as a mother, father, child, grandchild, brother or sister of the owner or his/her spouse, but no other persons or not more than two individuals who are unrelated by blood or marriage.

Overnight House Guest shall mean an individual who is a guest of an Eaglewood resident for one or more nights.

Day Guest shall mean an individual who is a guest of an Eaglewood resident, but not an overnight house guest.

Child Guest shall mean a child under the age of 18 who visits a residence overnight. Such visits may not exceed a total of 30 days per child in any calendar year.

Property Manager shall mean the individual employed by Eaglewood (either directly or through a management company) to assist the Board of Directors in managing Eaglewood.



Eaglewood Homeowners Association Architectural Controls

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Revision Dates:

01/28/08	09/21/15	11/16/15
10/23/17	04/23/18	11/4/19
12/16/19	05/24/21	

Introduction

Eaglewood Homeowners Association (Eaglewood) is an attractive, active adult community. In addition to the many amenities, it has a long-standing tradition of well maintained homes and common grounds. Unlike condominium communities, homeowners are responsible for maintaining and improving their property. (See Declaration, Article VIII - Obligations of Owners.) The guidelines in the pages that follow have been developed to help maintain this wonderful tradition. The Architectural Committee developed this document to provide useful guidance concerning the procedures and standards applicable to all Eaglewood homeowners.

Architectural Changes Must Receive Prior Approval

Any changes to your property that affect the exterior appearance of your residence or lot must be approved in writing by Eaglewood before any work commences. This requirement is outlined in Declaration, Article VI, Section 1 and Rules and Regulations paragraph 2.11. You must complete an Architectural Change Request (ACR) form, which is available from the Eaglewood office or online at <http://eaglewoodhoa.net>. The completed request form must be submitted to the office for processing and approved received before any work commences. Most requests are processed within two weeks by the Architectural Committee. Some requests, such as a building addition, may require approval of the Board of Directors and can take a month or more to process.

Eaglewood encourages residents to maintain their homes and property and prior approval is not required for normal maintenance that does not change the exterior appearance of the home or property. Examples of maintenance not requiring prior approval include:

- Replacing dead plants or shrubs.
- Repairing siding, including installing cement board siding.
- Replacing yard lamp fixtures and bulbs.
- Painting your driveway an approved color.
- Repainting your home with an approved color scheme per a Repainting Report.
- Replacing your roof with a roof of the same material and color per a Repainting Report.

Community Inspections

Properly maintained residences and lots make Eaglewood a desirable community and protect our property values. Most Eaglewood homeowners maintain their residences and lots to very high standards. However, when any homeowner fails to meet the expected standards, the Architectural Committee is obligated to request that homeowners perform necessary maintenance.

The Architectural Committee conducts periodic inspections of the condition of all Eaglewood residences and lots as it deems appropriate. Normally, this includes community-wide inspections every year in October and January. Homeowners are notified by the Architectural Committee if it is determined that their residence or lot is in need of maintenance and are asked to complete the work within a specified timeframe.

The inspections typically focus on, but not limited to, siding and trim repair and painting, roof and driveway cleanliness, sufficient well maintained landscaping, screening of outdoor equipment and working yard lights. Following are the criteria the Architectural Committee uses

when inspecting the community. All observations of properties are made from the street or readily accessible portions of the golf course.

- All trim and siding should be in good repair with no evidence of water damage such as swelling or rotting. Painted surfaces should be a consistent color with little evidence of fading. All surfaces including eave troughs, downspouts and trim should be clean and in good repair.
- Roofs should be free of black streaking from dirt, mildew or algae. (See Appendix A for additional information about roof cleaning.)
- Driveways should be free of large rust areas, black streaks or black patches. The Committee will use sound judgment and avoid citing driveways where poor drainage makes cleaning futile.
- All outdoor equipment such as A/C condensers, well storage tanks, water softener tanks and generators should be screened from view from the street. This can be done with approved landscaping or fencing.
- Grass areas should be healthy and green. Weeds in grass areas should be controlled. Landscaped areas are to be weeded and pruned. Dead landscaping and trees should be removed.
- Yard lights should be kept in good working order at all times.

Any homeowner who disagrees with a request of the Architectural Committee may make a formal appeal, in writing, to the Eaglewood Board of Directors within 30 days of the date of the written request of the Architectural Committee. The Board will hear the appeal and adjudicate it as the Board deems appropriate.

The Architectural Committee will review the status of requests at the end of the specified timeframe and communicate with homeowners not yet completing the work. After the specified time period has elapsed, the Architectural Committee Chair will report to the Board any requested maintenance that has not been accomplished and recommend enforcement action if considered necessary.

Maintenance While You're Away

Residents must continue to have their property properly maintained even while they are away from Eaglewood. It is essential that landscaping be trimmed and irrigation systems be kept in good working order. Homeowners are strongly encouraged to make arrangements to have their property looked after while they are away.

Attached and Cluster Homes

When an attached or cluster home requires maintenance, it is important to coordinate this work with your roof-mate(s) to assure the continuity of the appearance of the entire building. Pursuant to Declaration Article IX, Section 5, painting of exterior walls and replacement of roofs must be done at the same time for all units of the entire building. . However, owners shall not be precluded from doing needed repairs and associated painting provided such repainting covers the entire repaired wall and extended to the wall corners or other borders.

If the residents of duplex homes need to paint the exterior of their houses and can't agree to a color, the houses must be repainted with the existing colors. If the residents of the cluster houses on Berwick Court can't agree on a color scheme, the majority rules; if it's a tie, they will have to paint them the existing colors.

Trees

The oak tree canopy is an essential part of the beauty of our Eaglewood community. The Board of Directors has adopted a policy to retain as many common ground oak trees as possible (see Appendix B). All homeowners are encouraged to do the same on their property.

Homeowners must submit an Architectural Change Request form and receive prior written approval before removing or planting any non-Oak Tree. Homeowners should select replacement trees that are hardy, attractive and compact to resist hurricane damage. Homeowners should refer to a current list of ornamental trees and palms approved by the University of Florida Cooperative Extension Service for South Florida (<http://edis.ifas.ufl.edu>).

Homeowners must submit an Architectural Change Request form and receive prior written approval of the Architectural Committee and the Eaglewood Board of Directors before removing any Oak Tree.

Common Area Oak Tree

The decision to remove an Oak Tree will be based on the agreement of two independent licensed Arborists that the health of the tree creates a hazard to life and/or property above ground. The tree owner and the Eaglewood HOA, at its discretion, will each incur the cost of and be responsible for contracting one Arborist. Without agreement the tree can not be removed.

Homeowner Oak Tree

A homeowner must submit an architectural change request form and receive prior written approval from the Architectural Committee before removing any Oak Tree on private property, that is not tagged and numbered by the Association. The Decision to remove an Oak Tree will be based on one independent Licensed Florida Arborist satiating that the health of the tree creates a hazard to persons and/or property above ground. The tree owner will incur the cost of and be responsible for contracting a Licensed Florida Arborist, this applies only to the lice Oak Trees that are not tagged and numbered.

Homeowners must also submit an ACR form and receive prior approval before trimming any oak tree. It is suggested that all oak tree trimming be done by a certified arborist. The practice of "topping" or "hat-racking" is prohibited. Any homeowner who allows an oak tree to be "topped" or "hat-racked" may be required by the Board to remove the tree and replace it.

According to Article VI of the Eaglewood Homeowner's Declaration of Covenants and Restrictions, the approval of the removal of Oak Trees must be received by both the ARC Committee and Board of Directors. Failure to follow the above rules regarding removing trees without written prior approval or topping/hat-racking trees may result in a fine or suspension of the right to use common area facilities.

Roofs

While the original roofs were cedar shake wood shingles, asphalt shingle roofs and certain other materials were later approved as substitutes for wood shingles. Cedar shake wood roofs with a natural finish are approved as well as metal shingles with the look and color of natural cedar shakes. White metal shingles will no longer be approved. Composite fiberglass asphalt shingles with shadow accents such as Timberline by GAF or equivalent may be used. The shingles used and the installation must meet current wind resistance Martin County, Florida codes. GAF colors approved are found in Exhibit 1.

Siding and Trim

All Eaglewood homes are wood framed and sided with textured plywood with grooves every 12", wood lap siding, or rough sawn plywood with 1" x 2" cedar battens. Most trim around windows and roof edge is cedar. All of these products may still be used when repairs are needed. These materials will last for a long time if properly primed on both sides and protected with two coats of paint when protected from water damage caused by misdirected irrigation heads.

In recent years many homeowners have replaced wood siding and trim with cement fiber board which takes paint well and is not subject to rot or insect infestation. As long as the new replacement products have the same look as the original wood siding and trim, there is no need to submit an ACR for normal siding and trim repair and replacement.

Painting

Please refer to the Eaglewood Approved Paint Colors chart shown as Exhibit 1. All colors are referred to by a paint name and number. Residents who choose to repaint their home the existing color, even if the colors have been retired, may do so as long as they please (See Appendix C for additional information concerning painting.)

Before you repaint you're residence, please complete a Repainting Report form available from the office or online. This will allow Eaglewood to maintain a database of your current home colors and when your home was last repainted.

Additions (Including Screened Porches)

Eaglewood is a planned unit development (PUD) and consequently has unique setback and lot coverage requirements. Before planning any addition to your home, please refer to the PUD Zoning Agreement available in the HOA office. If you do plan an addition, please submit an ACR along with drawings and specifications so the Architectural Committee and Board may review and process your request. Please refer to Declaration, Article VI for a description of required drawings and specifications. No addition or screened porch will be approved on the front (street) elevation.

Only additions of the same architectural character, style and materials will be considered. The developer built golf cart garages on the side of the two story attached villa structures but no other such additions will be approved for the storing of golf carts.

Screened porch framing must be a dark bronze or white and screening must be a dark color. Porches on the side of a home facing a street must be surrounded by approved landscaping.

Homeowners and their contractor(s) are responsible for securing permits from Martin County for any construction after you receive Architectural Committee or Board approval. The final construction must be built according to the drawings and specifications approved by Eaglewood. If a change of any kind is needed at any time in the process, you must resubmit an ACR. You must also resubmit an ACR to request an extension of the 90 day time limit that is a condition of all approved requests.

Storm Shutters

Several different styles of building code compliant storm shutters have been approved and installed on homes in Eaglewood. Plywood panels are not approved as storm shutters in Eaglewood.

The color of shutters should be compatible with window frame colors or exterior wall colors. Permanently installed storm shutters shall be closed no sooner than one month before hurricane season and opened no more than one month after hurricane season. Portable or removable shutters must be put up and taken down within the same time period.

Landscaping and Grass

Eaglewood residents take great pride in beautiful and well maintained landscaping. Much of the beauty of our community is a result of your efforts. Landscaping is usually confined to the building perimeter, screening around equipment, feature areas, around trees and at property borders with preserves or the golf course. Edges of planted areas can be trimmed grass, brick, stone, metal, or concrete; but no vinyl or plastic products.

Grass areas must be kept free of weeds and watered (consistent with water restriction regulations) to remain healthy. Eaglewood vendors cut the grass as well as trim and fertilize it on a regular basis. Landscaped areas, plants and trees must be placed so as to allow mechanized lawn mowers access to all grass areas.

You must submit ACR form with drawings and a material list for approval by the Architectural Committee before making any changes.

Fences

Fences shield from view air conditioning compressors, generators, well water storage tanks and other outdoor equipment. They also define entrances and provide privacy. The standard fence to be used in Eaglewood is 1" x 6" vertical boards staggered either side of horizontal framing. Height is determined by the fence function but must not exceed 6'0". Use of treated lumber and posts is recommended for wood fences.

Fences must be painted the same color as the exterior wall color of the home. Vinyl fences will not be approved unless they have the same basic look of the standard Eaglewood wood fence and must be properly primed and painted to match the exterior wall color of the home. Small

vinyl fences may also be approved to shield specific equipment but must be painted to match the exterior wall color of the house or be white.

Driveways

Homeowners are expected to keep their driveway in good repair, free of major dirt accumulation, heavy fungus build up and droppings from trees. In addition to occasional power washing, some homeowners have found that staining the driveway, which seals the surface, makes it much easier to clean. Approved stain sealer colors are found on Exhibit 1.

Yard Lights

Pole mounted yard lights are the primary source of security lighting for our community. It is important that these lights be kept in good working order. The lights are wired to your home but are switched on by a photo cell, which must be kept free of obstructions. When a fixture needs to be replaced care should be taken to purchase a black fixture of similar design and size.

Window and Door Frame Colors

For consistent architectural harmony, dark bronze exterior window frames and door frames are the preferred Eaglewood standard. If new products are used, such as vinyl wrapped wood windows, a dark bronze or white color is preferred.

White framed windows and doors and may be used on the exterior walls of the residence inside an enclosed or screened porch. White framed windows and doors may also be used on a single family home if all exterior windows and doors are replaced at the same time and in the same color.

White framed windows and doors may be used on attached homes if all exterior windows, doors and frames of the attached homes are replaced at the same time and in the same style and color.

An alternative to replacing all sliding glass or french doors and frames when installing new white framed windows would be to paint the existing doors and frames to match the new windows. Top quality exterior paint compatible with aluminum must be used and applied in a professional workmanlike manner.

Dumpsters and Moving Containers

Any construction dumpster or PODS-like moving container must be removed within two weeks unless a longer timeframe has been requested and approved in writing by the Architectural Committee.

Clotheslines

Per Florida Statute 163.04 solar collectors' clotheslines, or other energy devises based on renewable resources cannot be prohibited by the HOA. The statues also allow HOA's to regulate rules as long as they do not interfere with the intent of the energy saving law.

All clotheslines require approval from the Architectural Committee. Architectural change request forms must include a plot plan showing the proposed location of the clothesline including dimensions and measurements. In addition, it should include a catalog or brochure showing the type of clothesline or apparatus that one plans to use. The height shall not exceed six (6) feet, and the length shall not exceed 15 feet. Clothesline shall only be installed within the property line boundaries in the rear yard of the lot or in another location approved by the Board of Directors. Corner lot homes may use the side yard, but the clothesline shall not be closer than 15 feet to the side street line.

Clothesline shall be portable and displayed only when in use and be limited to the shortest possible time to dry the laundry items. Clothesline shall not be strung between permanent poles, trees, or shrubs. Clothesline and clothesline poles shall be removed and stored out of sight prior to rain, high wind events and when not in use. Clotheslines shall not be used on days when lawns are being mowed.

Emergency Generators

Eaglewood homeowners may have emergency generators to provide emergency power for their home when power outages exceed one hour in duration. Running generators for test purposes is strictly limited to the same day and approximate time as when the lawn maintenance contractor is in the neighborhood. For sound control purposes, permanently installed generators running on propane fuel are limited to 12,000 watts and gasoline powered generators are limited to 7500 watts.

The proposed design of permanently installed outdoor generators must be approved by the Architectural Committee. Permanently installed generators must be mounted on a concrete pad and screened from view with a fence or landscaping. The installation of generators, transfer switches and modifications to the electrical service must be done by licensed professionals, with an appropriate Martin County permit and inspection. Propane tanks must be installed underground by a licensed installer and meet local, state and federal codes.

See Appendix D for safety tips for generators.

Eaglewood Approved Paint Colors

Approved Asphalt Shingle Roof Colors (Manufactured by GAF)

Gray-tone colors:

- Birchwood Blend
- Slate (Timberline)
- White

Brown-tone colors:

- Cedar Blend
- Driftwood Blend

Accompanying Colors For:

<u>Key</u>	<u>Exterior Walls/Garage Doors/Trim</u>	<u>Trim/Garage Doors/</u>	<u>Front Doors</u>	<u>Front Doors Only</u>
	<u>Brown-Toned Roofs</u>			
A	Coronado Cream (219)	K, L		1, 3, 5
B	Orange Sorbet (057)	9		10
	<u>Gray-Toned Roofs</u>			
C	Santorini Blue (1634)	11		12
D	Stonington Gray (HC-170)	9		13
E	Cliffside Gray (HC-180)	G, L, 2, 22		7
F	First Snowfall (1618)	23		24
	<u>Both Brown- & Gray-Toned Roofs</u>			
G	Herbal Escape (1487)	14		15
*H	Eider White (SW CC-06)	9		18, 19
I	Winter Sunshine (345)	14		20
J	Harvest Time (186)	21		15
K	Grecian Green (507)	A, L, 1		4
L	China White (PM-20)	1, 3		2, 4, 5
M	Stone Hearth (984)	16		18
N	Silver Marlin (2139-50)	14		17
*O	Koi Pond (SW 7727)	A, L, 1		None
P	Lambskin (OC-3)	3, 4		2, 5, 7, 8

Accompanying Colors and Color Key Numbers

1	Super White (PM 1)	13	Burnt Peanut Red (2081-10)
2	Hamilton Blue (HC 191)	14	Paper Mache (AF-25)
3	Maple Valley (1057)	*15	Grapy (SW 7629)
4	Springfield Sage (510)	16	Dove Wing (OC 18)
5	Boston Brick (2092-30)	17	Montpelier (AF 555)
6	Essex Green (43)	18	Stratton Blue (HC 142)
7	Van Deusen Blue (HC-156)	19	Wythe Blue (HC 143)
8	Mayo Teal (CW-570)	20	Grasslands (502)
9	Simply White (OC-117)	21	Natural Wicker (OC 1)
10	Cotswold (AF-150)	22	Brilliant White (PM 4)
11	Pale Oak (OC-20)	23	Oxford White (869)
*12	Gauntlet Grey (SW 7019)	24	Mineral Alloy (1622)

Approved Driveway Colors

- Dove Gray (66-20)
- Bombay (65-00)
- Cement (68-30)

* All of the above color codes are for Benjamin Moore except the four with an asterisk, denoting Sherwin-Williams.

Information about Roofs

The following information has been gathered from industry sources, contractors and experiences of our homeowners.

Eaglewood has several types of roofs, but all get dirty and require cleaning. Roofs get dirty because fungus grows well in Florida, even on metal roofs! We have all the required ingredients including: pollen, bird droppings, blown dust and dirt, moisture, humidity and warm temperatures. Some experts are now calling this growth on roofs algae which would also thrive under our climate conditions. There are different methods of cleaning that work best for metal, cedar shakes or asphalt shingles.

- After a few years, the original copper and zinc granules in asphalt shingles are no longer able to resist the buildup of fungus; so dark patches and streaks appear. This is mostly a cosmetic concern but if the fungus is not removed it will reduce the heat reflectivity of the roof and can eventually damage the roof by encapsulating and lifting the granules off the surface, cutting down on the expected roof life.
- The hardest roofs to keep clean are the light grey asphalt shingle roofs. The other molted roof colors conceal some of the discoloration from fungus which is probably still present.
- Chlorine bleach does not remove the fungus from shingles; it just seems to change the fungus color for some time. It does clean metal porch roofs very well.
- All asphalt shingle manufactures and professional roof cleaners say that concentrated chlorine used in pools will reduce the plasticity of asphalt fiberglass shingles and may lead to delamination, reducing the expected life of the shingles. They also caution against the chlorine soaking into the shingles causing the nails to rust.
- High pressure power washing or stiff brushing is not recommended for asphalt shingle roofs because it removes the protective stone and mineral granules exposing the asphalt layer to the elements; this changes the roof color and also reduces the expected life.
- Low pressure power washers and other spot washing techniques have been used to clean dark fungus areas (such as under a tree) but the rest of the roof may then look dirty.
- Cleaning solutions such as "Jomax" or "Wet & Forget", available at home improvement stores, have been used with some success. These solutions contain a mildew remover but probably not in sufficient concentration or quantity to fully treat an entire roof.
- Some homes have flat roof areas where dirt and pollen accumulate. When it rains, this mixture flows down the sloping shingle roof leaving stains. The only way to prevent this is to keep the flat portion just as clean as the sloping roof. One roof cleaner has claimed that some of the run off stains from flat roofs may be leaching from the tar based products used in the reroofing. Other roof cleaners have been able to remove the stains.
- Professional roof cleaners safely clean the entire roof and when rinsed by the next rain, usually appear as fresh as a new roof.

CAUTION: A wet roof is not a good place for 55+ year old homeowners to be working.

One roof cleaning company floods the roof with a solution containing mildewcide and detergents applied under low pressure. The solution is allowed to soak into the fungus which is then rinsed

away in the next rain. This company says the roof should stay clean for two to three years. Another company initially cleans the roof in a similar way but offers a semi-annual maintenance contract and guarantees that the roof will stay clean.

Please consult the Courtesy Vendor List available from the office of Eaglewood website to find companies that specialize in roof cleaning.

Reminder: If you have your roof cleaned, please complete the Maintenance Work Report form available in the office or drop a copy of your invoice in the office so the Architectural Committee database can be updated.

Appendix B

Policy Regarding Common Grounds Trees

When a common ground tree is removed for any reason or is irreparably damaged by storms or other acts of nature, it will be the policy of the HOA Board to budget for its replacement. If it is not practical to plant in the original location, the replacement tree will be planted in an alternative location to maintain the total neighborhood tree count. Replacement trees along the roadways on the common grounds will be Sable Palms or Live Oaks. These trees will be as large as practical with a 4" - 6" caliper for Oaks and an 8' - 10' CT (clear trunk) height for Palms.

Appendix C

Information about Painting

Premium exterior alkyd (oil) or acrylic latex paint products are recommended to withstand our harsh environment. Benjamin Moore products including Mooregard for walls and trim and Mooreglo for doors are recommended. If other manufacturers are used, special care must be taken to match approved colors regardless of other manufacturers' paint names.

Six years is about the maximum life of good house paint in Florida. It is much better to apply a single fresh coat every few years than to stretch the life of a typical two coat application or wait until the walls and trim show wear and require repair before repainting.

Remember that surface preparation is the key to a good paint job. All holes or rotten wood should be repaired, surfaces should be thoroughly cleaned by power washing or other methods and all rusted nails should be repaired and primed. New wood should be primed on all surfaces before installation.

Appendix D

Safety Tips for Generators

Generators stored in garages should be drained of gasoline and only federally approved containers should be used to store gasoline. The quantity of fuel stored for gasoline generators should be limited to that needed for the expected duration of the power outage.

Never operate a portable generator inside the house or garage, even an open garage. To prevent deadly carbon monoxide from getting inside, close windows and keep the generator at least 15 feet away from the house, including your neighbor's house.



Record and Return to:
Jane L. Cornett
Becker & Poliakoff, P.A.
Royal Palm Financial Center
759 SW Federal Highway, Suite 213
Stuart, FL 34994

~~THIS SPACE FOR RECORDER'S USE~~

**CERTIFICATE OF AMENDMENTS
TO THE
SECOND AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
EAGLEWOOD, A PLANNED UNIT DEVELOPMENT**

The Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions was recorded in the Public Records of Martin County, Florida, at Official Records Book 2720, Page 2915 et.seq. and amended at Official Records Book 2743, Page 63 et.seq., and at Official Records Book 2935, Page 1463 et.seq., and at Official Records Book 3036, Page 1282 et.seq. The same Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions is hereby amended as approved by the members at the annual meeting held on February 1, 2021.

1. *Article IV, Section 10 is amended as follows:*

**ARTICLE IV
COVENANT FOR COMMON AREA EXPENSES**

Section 10. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, EAGLEWOOD may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action, and reasonable attorney's fees and costs incurred by EAGLEWOOD during the 30-day delinquent period described herein, whether suit be brought or not, shall be payable to EAGLEWOOD by the delinquent Owner, and shall be secured by the lien described herein. Delinquent assessments and all other assessments pertinent thereto shall bear interest at the highest rate allowed by the law from the date first due, but such interest shall not be payable if all assessments pursuant to such delinquent assessment are paid within 30 days of the date first due. In addition to interest on delinquent assessments, the Association may charge a delinquent owner a late fee. That late fee will be \$25.00 per payment or 5% of the amount due, whichever is greater. Like interest, a late fee will not accrue until the account is at least 30 days delinquent.

2. *Article V, Sections 8, 9, 10, 11, and 12 are hereby amended as follows:*

**ARTICLE V
PARTY WALLS**

Section 8. Insurance. Property and casualty insurance on each Attached Villa or Cluster Home will be maintained through EAGLEWOOD. Each Owner of such Attached Villa or Cluster Home will be assessed as a portion of the Annual assessment for the insurance premium covering the Owner's particular dwelling structure, which is defined as the shell of the building and dry wall out to the exterior walls, bearing and non-bearing interior partition walls, including electrical wiring, plumbing line, insulation, and all HVAC components including the air handler and compressor. The insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. Property and casualty insurance will be purchased through EAGLEWOOD on a master policy basis which will cover all Attached Villas or Cluster Homes within EAGLEWOOD. Each Owner shall insure any contents and interior improvements such as floor, wall and ceiling coverings, appliances, cabinets, water heaters, water filters, electrical fixtures, window treatments and any modification or addition made to the Attached Villas or Cluster Homes which is different from the original design as covered by a standard Florida casualty policy for a unit owner, that is placed in the Attached Villa or Cluster Home after the closing, as well as any addition made in or to the Attached Villa or the Cluster Home by the Owner as each Owner may desire.

In the event of any casualty loss to an Attached Villa or Cluster Home covered by the master policy, EAGLEWOOD shall be the agent of all Owners and shall adjust such loss on their behalf. All claims payable as a result of any loss suffered under such master policy shall be paid to EAGLEWOOD and the use of such funds as are paid by a loss or claim fund from such insurance proceeds so gathered for reconstruction or repair of the casualty, loss, or damage to the Attached Villa or Cluster Home shall be determined by the Board.

In the event insurance proceeds are insufficient to repair or replace damage resulting from such casualty or loss covered by said master policy, EAGLEWOOD may specially assess each impacted Owner of an Attached Villa or Cluster Home so damaged for the funds necessary to complete the reconstruction or repair. Each owner's share of the excess costs will be determined by multiplying the amount of the excess costs by a fraction the numerator of which will be the cost of the quote the Association obtains from a reputable contractor for the repair or restoration in his unit and the denominator will be the total amount of the cost of the quotes obtained for the involved building or buildings.

Section 9. Insurance Trustee. If any Attached Villa or Cluster Home Owner shall suffer a loss or should such Residence be damaged in such a manner as to constitute a loss payable under any insurance policy maintained by EAGLEWOOD, then, in lieu of EAGLEWOOD acting as agent for Owners for the purpose of asserting and collecting claims, an insurance trustee may be appointed pursuant to the terms of this section. An insurance trustee shall be any bank or trust company authorized to and doing business in Florida, designated by the Board of Directors of EAGLEWOOD, and approved by a majority of the mortgagees of the Attached Villas or Cluster Homes covered by the appropriate insurance policy. The term

“majority” with respect to mortgagees shall mean the holders of debts secured by first mortgages, unpaid principal balances of all first mortgages on the subject Attached Villas or Cluster Homes.

The Trustee, if appointed by the Board, is herein referred to as the Insurance Trustee. The insurance trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The insurance trustee shall be responsible only for moneys which come into its possession. The duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold same in trust for the benefit of EAGLEWOOD, the Owners of Attached Villas and Cluster Homes, and the mortgagees of same.

Section 10. Appointment of Trustee. An insurance trustee may be appointed pursuant to this Article upon resolution of the Board of Directors.

Section 11. Trustee's Expenses. The Board of Directors may collect and pay all fees and expenses of the insurance trustee as part of the common expenses for which assessments are levied against each Resident in the building containing the damaged or destroyed Residence, should the Board determine that an insurance trustee is required. Each Owner thereof shall pay and be responsible for all fees and expenses of the insurance trustee in the same manner as all other assessments for insurance.

Section 12. Determination of Damage and Use of Insurance Proceeds. Immediately after a casualty damage to any part of an Attached Villa or Cluster Home, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided that if a casualty causing damages is limited to a single residence, then it shall be the responsibility of the residence's Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, then the Board of Directors shall assess for the insufficiency as provided in Section 8 of this Article. Proceeds collected by the Board of Directors to cover a deficiency in insurance proceeds necessary to repair or replace damage shall be paid to the insurance trustee, if appointed. All work to be accomplished to restore Attached Villas or Cluster Homes shall be contracted for by the Board of Directors and accomplished under the supervision of the Board, with professional assistance from engineers, architects, project supervisors and/or managers as the Board deems appropriate.

If retained by the Board, the insurance trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment herein above set forth to repair and replace any damage or destruction of property and shall pay any balance remaining to EAGLEWOOD, the Owner, or to first mortgagees, as those interests may appear. The insurance proceeds and the funds collected by the Board from the assessments as provided herein shall be held by the insurance trustee in trust for the use and purposes provided in this Article. The insurance trustee shall have no obligation or duty to see that the repairs, reconstruction, or replacement required hereunder are performed or accomplished, but such duty shall be that of EAGLEWOOD or the particular Owners, as the case may require.

3. *Article VIII, Section 1, subparagraphs (u) and (v) are hereby added as new language:*

**ARTICLE VIII
OBLIGATIONS OF ALL OWNERS**

Section 1. In addition to all other obligations and duties set forth in this Declaration, the following covenants, conditions and restrictions shall be applicable to all lots and residences and the Owners thereof:

(u) Recognizing that the primary responsibility to maintain, repair and replace all residences falls upon the Owner or Owners of all residences, but also recognizing that catastrophic events, as determined by the Board, may occur, the Board of Directors may, in the case of damage and/or destruction which Owners have not or will not remedy, may, at its option, enter any lot to (i) remove debris, (ii) clean up and restore the site to a condition compatible with surrounding properties. The impacted Owners shall reimburse the Association for any expenses associated with such work as a special assessment and any failure to pay may be addressed like any other assessment delinquency per Article IV of this Declaration. Prior to any such work by the Association, the involved owner or owners shall be provided reasonable advance written notice of the problem or failure, clear notice of what is required of the owner and a reasonable time period to cure the defective condition. The time for cure shall depend on the nature of the failure by the owner or owners, recognizing that in some cases if the failure by the owner presents a dangerous condition, the facts may require fast or immediate action.

(v) In the case of widespread catastrophic damage and destruction to the EAGLEWOOD community, as determined by the Board of Directors, with or without a declaration of emergency by the Governor, the Board may, but is not required to (i) retain experts to survey and evaluate the extent of damage and needed repairs and replacements, (ii) contract on behalf of Owners for the work deemed necessary to protect the EAGLEWOOD community (iii) hire a project manager, (iv) seek required permits from Martin County, (v) take such other steps reasonably necessary to preserve the property values in EAGLEWOOD. All such costs incurred, being for the benefit of the community, shall be a Common Area Expense as per Article IV of this Declaration unless the Board determines such costs were due to the negligence or failure to act by an Owner or Owners. In such case, the Board may levy a special assessment against the responsible party or parties and any failure to pay may be addressed like any other assessment delinquency per Article IV of this Declaration.

4. *The foregoing amendments to the Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions were adopted by the members by a vote sufficient for approval.*

5. *All provisions of the Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions is herein confirmed and shall remain in full force and effect, except as specifically amended herein.*

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 18 day of February, 2021.

WITNESSES:

Eaglewood Homeowners Association, Inc.

Kathene Cimp
Witness #1 Signature

By: Patrick McDonough
P. McDonough, President

Kathene Cimp
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Richard Chenard
Witness #2 Printed Name

Kathene Cimp
Witness #1 Signature

By: Bruce W Steele
Bruce W Steele, Secretary

Kathene Cimp
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Richard Chenard
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF Marin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of February, 2021, by Patrick McDonough as President of Eaglewood Homeowners Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal



Marianne H. Demonstranti
Notary Signature

STATE OF FLORIDA
COUNTY OF Marin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of February, 2021, by Bruce W Steele as Secretary of Eaglewood Homeowners Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal



Marianne H. Demonstranti
Notary Signature

CERTIFICATE

Eaglewood Homeowners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions, a copy of which are attached hereto, were duly and regularly approved by the members at the annual meeting held February 1, 2021.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 18 day of February, 2021.

WITNESSES:

Eaglewood Homeowners Association, Inc.

Katherine Cimpi
Witness #1 Signature

By: Patrick M. McDonough
P. M. McDonough, President

Katherine Cimpi
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Richard Chenard
Witness #2 Printed Name

By: Bruce W. Steele
Bruce W. Steele, Secretary

Katherine Cimpi
Witness #1 Signature

Katherine Cimpi
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Richard Chenard
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF Murkin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of February, 2021, by Patrick M. McDonough as President of Eaglewood Homeowners Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal

Marianne H. Demonstrant
Notary Signature



STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of February, 2021, by Kevin Steele as Secretary of Eaglewood Homeowners Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal

Marianne H. Demonstranti
Notary Signature





8520 S.E. Eaglewood Way • Hobe Sound, Florida 33455 • (772) 546-8100 • Fax (772) 546-7666

FORMS REQUIRED FOR SALE OF YOUR HOME

Attached you will find the forms required for Eaglewood Homeowners Association concerning the sale of your home. Your cooperation in completing these forms and returning them in a timely manner will avoid any possible delay on the part of Eaglewood Homeowners Association in your closing.

SELLER: "Request for Permission to Sell" to be completed and submitted for approval with a \$ 150.00 check made payable to Eaglewood Homeowners Association.

**Seller must provide buyers with "Document" and "Rules & Regulations" Booklets.*

BUYER: "Membership Application"
"Two (2) Original Approval Forms" (1 for Title Co. & 1 for File) to be completed and returned to the office.

Disclosure Summary/Document Receipt" to be completed, signed and returned. (Documents to be turned over to the buyer by the seller.)

"Recommendation Forms" – Two (2) references required.

Copy of Drivers License or photo ID with date of birth.

Copy of Sales Contract.

The above forms will be reviewed by Eaglewood Homeowners Association and forwarded to the closing agent. If you have any questions please feel free to call.

Please advise your Title Company or Attorney that verification of assessment, pro shop billing and multi-family structural insurance (if applicable) should be submitted in writing to Eaglewood Homeowners Association so we can respond prior to closing.

A copy of the recorded buyers warranty deed, and recorded Membership Approval, must be submitted to Eaglewood Homeowners Association immediately after closing to ensure membership privileges.

Thank you.

MEMBERSHIP APPLICATION

The following confidential data is provided for Eaglewood Homeowners Association and permission is granted to verify any and all of the information at our discretion.

Date _____ Eaglewood Address _____

Name of Applicant _____ Age _____

Name of Applicant _____ Age _____

Current Address _____

Home Phone _____ Business Phone _____

Emergency Contact _____ Relation _____

Phone _____ Address _____

Applicant(s) Business/Profession (If retired list past business/profession)

Names and Ages of Children: _____

Club/Professional Affiliations _____

Financial Reference(s) (name, address & phone) _____

Vehicle(s) (make, model, year & color) _____

Pet(s) (breed, weight & color) _____

I/We, attest that the above information is true, exact and complete.

Date _____ Purchaser _____

Date _____ Purchaser _____



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MEMBERSHIP APPROVAL

I/We do, hereby make a request to be considered for membership in the Eaglewood Homeowners Association, Inc., and agree to accept membership in accordance with the terms and conditions in the Declaration of Covenants and Restrictions, By-Laws, and Articles, as recorded in the public records of Martin County, Florida.

It is also understood that simultaneously with making application for membership in the Association, I/We have likewise made application to purchase property in Eaglewood, and that acceptance by the Association is required for the application to be valid. I/We agree to abide by the Rules and Regulations of the Association and upon being approved for membership and becoming an owner of property in Eaglewood, will not sell or lease to any person who has not been approved by the Association.

Applicant (Signature Required)

Applicant (Signature Required)

Accepted By Eaglewood Homeowners Association, Inc.

Board of Directors (Title)

Witness

Date _____

SEAL

**State of Florida
County of Martin**

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of Eaglewood Homeowners Association, Inc., a State of Florida Corporation, on behalf of the Corporation. He/She is personally known to me and did take an oath.

Notary



8520 S.E. Eaglewood Way • Hobe Sound, Florida 33455 • (772) 546-8100 • Fax (772) 546-7666

MEMBERSHIP APPROVAL

I/We do, hereby make a request to be considered for membership in the Eaglewood Homeowners Association, Inc., and agree to accept membership in accordance with the terms and conditions in the Declaration of Covenants and Restrictions, By-Laws, and Articles, as recorded in the public records of Martin County, Florida.

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Applicant (Signature Required)

Applicant (Signature Required)

Accepted By Eaglewood Homeowners Association, Inc.

Board of Directors (Title)

Witness

Date _____

SEAL

**State of Florida
County of Martin**

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of Eaglewood Homeowners Association, Inc., a State of Florida Corporation, on behalf of the Corporation. He/She is personally known to me and did take an oath.

Notary



8520 S.E. Eaglewood Way • Hobe Sound, Florida 33455 • (772) 546-8100 • Fax (772) 546-7666

DISCLOSURE SUMMARY FOR EAGLEWOOD HOMEOWNERS ASSOCIATION

- 1) As a purchaser of property in this community, you will be obligated to be a member of Homeowner's Association.
- 2) There have been be recorded restrictive covenants governing the use and occupancy of properties in this community.
- 3) You will be obligated to pay assessments to the Association, which assessments are subject to periodic change.
- 4) Your failure to pay these assessments could result in a lien on your property.
- 5) This is not an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the Homeowners' Association.
- 6) The Restrictive Covenants cannot be amended without the approval of the Association Membership.
- 7) The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the Covenants and the Association governing documents.

Date _____

Purchaser _____

Purchaser _____

DOCUMENT RECEIPT

I, (We), _____

do hereby acknowledge receipt of the Declaration of Covenants, Conditions and Restrictions, P.U.D. Articles, By-Laws, and Rules and Regulations of Eaglewood Homeowners Association , Inc., prior to our closing on:

Lot # _____ Address _____

Further, I (We) agree to abide by and adhere to the Declaration of Covenants, Conditions and Restrictions, Articles, Bylaws, and Rules and Regulations of Eaglewood Homeowners Association, Inc., as established by the Board of Directors of Eaglewood Homeowners Association, Inc.

Date _____

Purchaser _____

Purchaser _____



8520 S.E. Eaglewood Way • Hobe Sound, Florida 33455 • (772) 546-8100 • Fax (772) 546-7666

RECOMMENDATION FORM

DATE: _____

You have been selected to provide a reference on _____
regarding their application for approval in purchasing a home at Eaglewood.

Name, Address & phone number of person providing reference:

NAME _____

ADDRESS _____

PHONE _____

Kindly answer the following queries:

How long have you know this person/s? _____

What is your Personal or Business affiliation? _____

Do you think the applicant/s would fit into a single family adult community with strict rules and regulations? _____

Comments or further pertinent Information: _____

Signature of person/s providing reference _____

Please return promptly to Eaglewood at the address above. Thank you for your assistance.

Sincerely,

Eaglewood Homeowners Association, Inc.



8520 S.E. Eaglewood Way • Hobe Sound, Florida 33455 • (772) 546-8100 • Fax (772) 546-7666

RECOMMENDATION FORM

DATE: _____

You have been selected to provide a reference on _____
regarding their application for approval in purchasing a home at Eaglewood.

Name, Address & phone number of person providing reference:

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Comments or further pertinent Information: _____

Signature of person/s providing reference _____

Please return promptly to Eaglewood at the address above. Thank you for your assistance.

Sincerely,

Eaglewood Homeowners Association, Inc.



Record and Return to:
Jane L. Cornett
Becker & Poliakoff, P.A.
Royal Palm Financial Center
759 SW Federal Highway, Suite 213
Stuart, FL 34994

~~THIS SPACE FOR RECORDER'S USE~~

**CERTIFICATE OF AMENDMENTS
TO THE
SECOND AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
EAGLEWOOD, A PLANNED UNIT DEVELOPMENT**

The Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions was recorded in the Public Records of Martin County, Florida, at Official Records Book 2720, Page 2915 et.seq. and amended at Official Records Book 2743, Page 63 et.seq., and at Official Records Book 2935, Page 1463 et.seq., and at Official Records Book 3036, Page 1282 et.seq. The same Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions is hereby amended as approved by the members at the annual meeting held on February 1, 2021.

1. *Article IV, Section 10 is amended as follows:*

**ARTICLE IV
COVENANT FOR COMMON AREA EXPENSES**

Section 10. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, EAGLEWOOD may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action, and reasonable attorney's fees and costs incurred by EAGLEWOOD during the 30-day delinquent period described herein, whether suit be brought or not, shall be payable to EAGLEWOOD by the delinquent Owner, and shall be secured by the lien described herein. Delinquent assessments and all other assessments pertinent thereto shall bear interest at the highest rate allowed by the law from the date first due, but such interest shall not be payable if all assessments pursuant to such delinquent assessment are paid within 30 days of the date first due. In addition to interest on delinquent assessments, the Association may charge a delinquent owner a late fee. That late fee will be \$25.00 per payment or 5% of the amount due, whichever is greater. Like interest, a late fee will not accrue until the account is at least 30 days delinquent.

2. *Article V, Sections 8, 9, 10, 11, and 12 are hereby amended as follows:*

**ARTICLE V
PARTY WALLS**

Section 8. Insurance. Property and casualty insurance on each Attached Villa or Cluster Home will be maintained through EAGLEWOOD. Each Owner of such Attached Villa or Cluster Home will be assessed as a portion of the Annual assessment for the insurance premium covering the Owner's particular dwelling structure, which is defined as the shell of the building and dry wall out to the exterior walls, bearing and non-bearing interior partition walls, including electrical wiring, plumbing line, insulation, and all HVAC components including the air handler and compressor. The insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. Property and casualty insurance will be purchased through EAGLEWOOD on a master policy basis which will cover all Attached Villas or Cluster Homes within EAGLEWOOD. Each Owner shall insure any contents and interior improvements such as floor, wall and ceiling coverings, appliances, cabinets, water heaters, water filters, electrical fixtures, window treatments and any modification or addition made to the Attached Villas or Cluster Homes which is different from the original design as covered by a standard Florida casualty policy for a unit owner, that is placed in the Attached Villa or Cluster Home after the closing, as well as any addition made in or to the Attached Villa or the Cluster Home by the Owner as each Owner may desire.

In the event of any casualty loss to an Attached Villa or Cluster Home covered by the master policy, EAGLEWOOD shall be the agent of all Owners and shall adjust such loss on their behalf. All claims payable as a result of any loss suffered under such master policy shall be paid to EAGLEWOOD and the use of such funds as are paid by a loss or claim fund from such insurance proceeds so gathered for reconstruction or repair of the casualty, loss, or damage to the Attached Villa or Cluster Home shall be determined by the Board.

In the event insurance proceeds are insufficient to repair or replace damage resulting from such casualty or loss covered by said master policy, EAGLEWOOD may specially assess each impacted Owner of an Attached Villa or Cluster Home so damaged for the funds necessary to complete the reconstruction or repair. Each owner's share of the excess costs will be determined by multiplying the amount of the excess costs by a fraction the numerator of which will be the cost of the quote the Association obtains from a reputable contractor for the repair or restoration in his unit and the denominator will be the total amount of the cost of the quotes obtained for the involved building or buildings.

Section 9. Insurance Trustee. If any Attached Villa or Cluster Home Owner shall suffer a loss or should such Residence be damaged in such a manner as to constitute a loss payable under any insurance policy maintained by EAGLEWOOD, then, in lieu of EAGLEWOOD acting as agent for Owners for the purpose of asserting and collecting claims, an insurance trustee may be appointed pursuant to the terms of this section. An insurance trustee shall be any bank or trust company authorized to and doing business in Florida, designated by the Board of Directors of EAGLEWOOD, and approved by a majority of the mortgagees of the Attached Villas or Cluster Homes covered by the appropriate insurance policy. The term

“majority” with respect to mortgagees shall mean the holders of debts secured by first mortgages, unpaid principal balances of all first mortgages on the subject Attached Villas or Cluster Homes.

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Section 11. Trustee's Expenses. The Board of Directors may collect and pay all fees and expenses of the insurance trustee as part of the common expenses for which assessments are levied against each Resident in the building containing the damaged or destroyed Residence, should the Board determine that an insurance trustee is required. Each Owner thereof shall pay and be responsible for all fees and expenses of the insurance trustee in the same manner as all other assessments for insurance.

Section 12. Determination of Damage and Use of Insurance Proceeds. Immediately after a casualty damage to any part of an Attached Villa or Cluster Home, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided that if a casualty causing damages is limited to a single residence, then it shall be the responsibility of the residence's Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, then the Board of Directors shall assess for the insufficiency as provided in Section 8 of this Article. Proceeds collected by the Board of Directors to cover a deficiency in insurance proceeds necessary to repair or replace damage shall be paid to the insurance trustee, if appointed. All work to be accomplished to restore Attached Villas or Cluster Homes shall be contracted for by the Board of Directors and accomplished under the supervision of the Board, with professional assistance from engineers, architects, project supervisors and/or managers as the Board deems appropriate.

If retained by the Board, the insurance trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment herein above set forth to repair and replace any damage or destruction of property and shall pay any balance remaining to EAGLEWOOD, the Owner, or to first mortgagees, as those interests may appear. The insurance proceeds and the funds collected by the Board from the assessments as provided herein shall be held by the insurance trustee in trust for the use and purposes provided in this Article. The insurance trustee shall have no obligation or duty to see that the repairs, reconstruction, or replacement required hereunder are performed or accomplished, but such duty shall be that of EAGLEWOOD or the particular Owners, as the case may require.

3. *Article VIII, Section 1, subparagraphs (u) and (v) are hereby added as new language:*

**ARTICLE VIII
OBLIGATIONS OF ALL OWNERS**

Section 1. In addition to all other obligations and duties set forth in this Declaration, the following covenants, conditions and restrictions shall be applicable to all lots and residences and the Owners thereof:

(u) Recognizing that the primary responsibility to maintain, repair and replace all residences falls upon the Owner or Owners of all residences, but also recognizing that catastrophic events, as determined by the Board, may occur, the Board of Directors may, in the case of damage and/or destruction which Owners have not or will not remedy, may, at its option, enter any lot to (i) remove debris, (ii) clean up and restore the site to a condition compatible with surrounding properties. The impacted Owners shall reimburse the Association for any expenses associated with such work as a special assessment and any failure to pay may be addressed like any other assessment delinquency per Article IV of this Declaration. Prior to any such work by the Association, the involved owner or owners shall be provided reasonable advance written notice of the problem or failure, clear notice of what is required of the owner and a reasonable time period to cure the defective condition. The time for cure shall depend on the nature of the failure by the owner or owners, recognizing that in some cases if the failure by the owner presents a dangerous condition, the facts may require fast or immediate action.

(v) In the case of widespread catastrophic damage and destruction to the EAGLEWOOD community, as determined by the Board of Directors, with or without a declaration of emergency by the Governor, the Board may, but is not required to (i) retain experts to survey and evaluate the extent of damage and needed repairs and replacements, (ii) contract on behalf of Owners for the work deemed necessary to protect the EAGLEWOOD community (iii) hire a project manager, (iv) seek required permits from Martin County, (v) take such other steps reasonably necessary to preserve the property values in EAGLEWOOD. All such costs incurred, being for the benefit of the community, shall be a Common Area Expense as per Article IV of this Declaration unless the Board determines such costs were due to the negligence or failure to act by an Owner or Owners. In such case, the Board may levy a special assessment against the responsible party or parties and any failure to pay may be addressed like any other assessment delinquency per Article IV of this Declaration.

4. *The foregoing amendments to the Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions were adopted by the members by a vote sufficient for approval.*

5. *All provisions of the Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions is herein confirmed and shall remain in full force and effect, except as specifically amended herein.*

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 18 day of February, 2021.

WITNESSES:

Eaglewood Homeowners Association, Inc.

Kathene Cimp
Witness #1 Signature

By: Patrick McDonough
P. McDonough, President

Kathene Cimp
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Richard Chenard
Witness #2 Printed Name

Kathene Cimp
Witness #1 Signature

By: Bruce W Steele
Bruce W Steele, Secretary

Kathene Cimp
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Richard Chenard
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of February, 2021, by Patrick McDonough as President of Eaglewood Homeowners Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal



Marianne H. Demonstranti
Notary Signature

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of February, 2021, by Bruce W Steele as Secretary of Eaglewood Homeowners Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal



Marianne H. Demonstranti
Notary Signature

CERTIFICATE

Eaglewood Homeowners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Second Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions, a copy of which are attached hereto, were duly and regularly approved by the members at the annual meeting held February 1, 2021.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 18 day of February, 2021.

WITNESSES:

Eaglewood Homeowners Association, Inc.

Katherine Cimpi
Witness #1 Signature

By: Patrick M. McDonough
P. M. McDonough, President

Katherine Cimpi
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Richard Chenard
Witness #2 Printed Name

By: Bruce W. Steele
Bruce W. Steele, Secretary

Katherine Cimpi
Witness #1 Signature

Katherine Cimpi
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Richard Chenard
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF Murkin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of February, 2021, by Patrick M. McDonough as President of Eaglewood Homeowners Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal

Marianne H. Demonstrant
Notary Signature



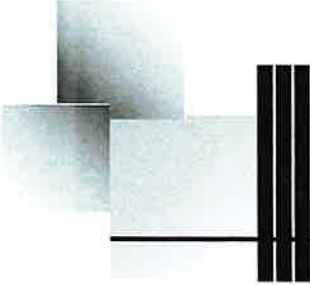
STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of February, 2021, by Kevin Steele as Secretary of Eaglewood Homeowners Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal

Marianne H. Demonstranti
Notary Signature





Eaglewood Homeowners Association Architectural Controls

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Revision Dates:

01/28/08	09/21/15	11/16/15
10/23/17	04/23/18	11/4/19
12/16/19	05/24/21	

Introduction

Eaglewood Homeowners Association (Eaglewood) is an attractive, active adult community. In addition to the many amenities, it has a long-standing tradition of well maintained homes and common grounds. Unlike condominium communities, homeowners are responsible for maintaining and improving their property. (See Declaration, Article VIII - Obligations of Owners.) The guidelines in the pages that follow have been developed to help maintain this wonderful tradition. The Architectural Committee developed this document to provide useful guidance concerning the procedures and standards applicable to all Eaglewood homeowners.

Architectural Changes Must Receive Prior Approval

Any changes to your property that affect the exterior appearance of your residence or lot must be approved in writing by Eaglewood before any work commences. This requirement is outlined in Declaration, Article VI, Section 1 and Rules and Regulations paragraph 2.11. You must complete an Architectural Change Request (ACR) form, which is available from the Eaglewood office or online at <http://eaglewoodhoa.net>. The completed request form must be submitted to the office for processing and approved received before any work commences. Most requests are processed within two weeks by the Architectural Committee. Some requests, such as a building addition, may require approval of the Board of Directors and can take a month or more to process.

Eaglewood encourages residents to maintain their homes and property and prior approval is not required for normal maintenance that does not change the exterior appearance of the home or property. Examples of maintenance not requiring prior approval include:

- Replacing dead plants or shrubs.
- Repairing siding, including installing cement board siding.
- Replacing yard lamp fixtures and bulbs.
- Painting your driveway an approved color.
- Repainting your home with an approved color scheme per a Repainting Report.
- Replacing your roof with a roof of the same material and color per a Repainting Report.

Community Inspections

Properly maintained residences and lots make Eaglewood a desirable community and protect our property values. Most Eaglewood homeowners maintain their residences and lots to very high standards. However, when any homeowner fails to meet the expected standards, the Architectural Committee is obligated to request that homeowners perform necessary maintenance.

The Architectural Committee conducts periodic inspections of the condition of all Eaglewood residences and lots as it deems appropriate. Normally, this includes community-wide inspections every year in October and January. Homeowners are notified by the Architectural Committee if it is determined that their residence or lot is in need of maintenance and are asked to complete the work within a specified timeframe.

The inspections typically focus on, but not limited to, siding and trim repair and painting, roof and driveway cleanliness, sufficient well maintained landscaping, screening of outdoor equipment and working yard lights. Following are the criteria the Architectural Committee uses

when inspecting the community. All observations of properties are made from the street or readily accessible portions of the golf course.

- All trim and siding should be in good repair with no evidence of water damage such as swelling or rotting. Painted surfaces should be a consistent color with little evidence of fading. All surfaces including eave troughs, downspouts and trim should be clean and in good repair.
- Roofs should be free of black streaking from dirt, mildew or algae. (See Appendix A for additional information about roof cleaning.)
- Driveways should be free of large rust areas, black streaks or black patches. The Committee will use sound judgment and avoid citing driveways where poor drainage makes cleaning futile.
- All outdoor equipment such as A/C condensers, well storage tanks, water softener tanks and generators should be screened from view from the street. This can be done with approved landscaping or fencing.
- Grass areas should be healthy and green. Weeds in grass areas should be controlled. Landscaped areas are to be weeded and pruned. Dead landscaping and trees should be removed.
- Yard lights should be kept in good working order at all times.

Any homeowner who disagrees with a request of the Architectural Committee may make a formal appeal, in writing, to the Eaglewood Board of Directors within 30 days of the date of the written request of the Architectural Committee. The Board will hear the appeal and adjudicate it as the Board deems appropriate.

The Architectural Committee will review the status of requests at the end of the specified timeframe and communicate with homeowners not yet completing the work. After the specified time period has elapsed, the Architectural Committee Chair will report to the Board any requested maintenance that has not been accomplished and recommend enforcement action if considered necessary.

Maintenance While You're Away

Residents must continue to have their property properly maintained even while they are away from Eaglewood. It is essential that landscaping be trimmed and irrigation systems be kept in good working order. Homeowners are strongly encouraged to make arrangements to have their property looked after while they are away.

Attached and Cluster Homes

When an attached or cluster home requires maintenance, it is important to coordinate this work with your roof-mate(s) to assure the continuity of the appearance of the entire building. Pursuant to Declaration Article IX, Section 5, painting of exterior walls and replacement of roofs must be done at the same time for all units of the entire building. . However, owners shall not be precluded from doing needed repairs and associated painting provided such repainting covers the entire repaired wall and extended to the wall corners or other borders.

If the residents of duplex homes need to paint the exterior of their houses and can't agree to a color, the houses must be repainted with the existing colors. If the residents of the cluster houses on Berwick Court can't agree on a color scheme, the majority rules; if it's a tie, they will have to paint them the existing colors.

Trees

The oak tree canopy is an essential part of the beauty of our Eaglewood community. The Board of Directors has adopted a policy to retain as many common ground oak trees as possible (see Appendix B). All homeowners are encouraged to do the same on their property.

Homeowners must submit an Architectural Change Request form and receive prior written approval before removing or planting any non-Oak Tree. Homeowners should select replacement trees that are hardy, attractive and compact to resist hurricane damage. Homeowners should refer to a current list of ornamental trees and palms approved by the University of Florida Cooperative Extension Service for South Florida (<http://edis.ifas.ufl.edu>).

Homeowners must submit an Architectural Change Request form and receive prior written approval of the Architectural Committee and the Eaglewood Board of Directors before removing any Oak Tree.

Common Area Oak Tree

The decision to remove an Oak Tree will be based on the agreement of two independent licensed Arborists that the health of the tree creates a hazard to life and/or property above ground. The tree owner and the Eaglewood HOA, at its discretion, will each incur the cost of and be responsible for contracting one Arborist. Without agreement the tree can not be removed.

Homeowner Oak Tree

A homeowner must submit an architectural change request form and receive prior written approval from the Architectural Committee before removing any Oak Tree on private property, that is not tagged and numbered by the Association. The Decision to remove an Oak Tree will be based on one independent Licensed Florida Arborist satiating that the health of the tree creates a hazard to persons and/or property above ground. The tree owner will incur the cost of and be responsible for contracting a Licensed Florida Arborist, this applies only to the lice Oak Trees that are not tagged and numbered.

Homeowners must also submit an ACR form and receive prior approval before trimming any oak tree. It is suggested that all oak tree trimming be done by a certified arborist. The practice of "topping" or "hat-racking" is prohibited. Any homeowner who allows an oak tree to be "topped" or "hat-racked" may be required by the Board to remove the tree and replace it.

According to Article VI of the Eaglewood Homeowner's Declaration of Covenants and Restrictions, the approval of the removal of Oak Trees must be received by both the ARC Committee and Board of Directors. Failure to follow the above rules regarding removing trees without written prior approval or topping/hat-racking trees may result in a fine or suspension of the right to use common area facilities.

Roofs

While the original roofs were cedar shake wood shingles, asphalt shingle roofs and certain other materials were later approved as substitutes for wood shingles. Cedar shake wood roofs with a natural finish are approved as well as metal shingles with the look and color of natural cedar shakes. White metal shingles will no longer be approved. Composite fiberglass asphalt shingles with shadow accents such as Timberline by GAF or equivalent may be used. The shingles used and the installation must meet current wind resistance Martin County, Florida codes. GAF colors approved are found in Exhibit 1.

Siding and Trim

All Eaglewood homes are wood framed and sided with textured plywood with grooves every 12", wood lap siding, or rough sawn plywood with 1" x 2" cedar battens. Most trim around windows and roof edge is cedar. All of these products may still be used when repairs are needed. These materials will last for a long time if properly primed on both sides and protected with two coats of paint when protected from water damage caused by misdirected irrigation heads.

In recent years many homeowners have replaced wood siding and trim with cement fiber board which takes paint well and is not subject to rot or insect infestation. As long as the new replacement products have the same look as the original wood siding and trim, there is no need to submit an ACR for normal siding and trim repair and replacement.

Painting

Please refer to the Eaglewood Approved Paint Colors chart shown as Exhibit 1. All colors are referred to by a paint name and number. Residents who choose to repaint their home the existing color, even if the colors have been retired, may do so as long as they please (See Appendix C for additional information concerning painting.)

Before you repaint you're residence, please complete a Repainting Report form available from the office or online. This will allow Eaglewood to maintain a database of your current home colors and when your home was last repainted.

Additions (Including Screened Porches)

Eaglewood is a planned unit development (PUD) and consequently has unique setback and lot coverage requirements. Before planning any addition to your home, please refer to the PUD Zoning Agreement available in the HOA office. If you do plan an addition, please submit an ACR along with drawings and specifications so the Architectural Committee and Board may review and process your request. Please refer to Declaration, Article VI for a description of required drawings and specifications. No addition or screened porch will be approved on the front (street) elevation.

Only additions of the same architectural character, style and materials will be considered. The developer built golf cart garages on the side of the two story attached villa structures but no other such additions will be approved for the storing of golf carts.

Screened porch framing must be a dark bronze or white and screening must be a dark color. Porches on the side of a home facing a street must be surrounded by approved landscaping.

Homeowners and their contractor(s) are responsible for securing permits from Martin County for any construction after you receive Architectural Committee or Board approval. The final construction must be built according to the drawings and specifications approved by Eaglewood. If a change of any kind is needed at any time in the process, you must resubmit an ACR. You must also resubmit an ACR to request an extension of the 90 day time limit that is a condition of all approved requests.

Storm Shutters

Several different styles of building code compliant storm shutters have been approved and installed on homes in Eaglewood. Plywood panels are not approved as storm shutters in Eaglewood.

The color of shutters should be compatible with window frame colors or exterior wall colors. Permanently installed storm shutters shall be closed no sooner than one month before hurricane season and opened no more than one month after hurricane season. Portable or removable shutters must be put up and taken down within the same time period.

Landscaping and Grass

Eaglewood residents take great pride in beautiful and well maintained landscaping. Much of the beauty of our community is a result of your efforts. Landscaping is usually confined to the building perimeter, screening around equipment, feature areas, around trees and at property borders with preserves or the golf course. Edges of planted areas can be trimmed grass, brick, stone, metal, or concrete; but no vinyl or plastic products.

Grass areas must be kept free of weeds and watered (consistent with water restriction regulations) to remain healthy. Eaglewood vendors cut the grass as well as trim and fertilize it on a regular basis. Landscaped areas, plants and trees must be placed so as to allow mechanized lawn mowers access to all grass areas.

You must submit ACR form with drawings and a material list for approval by the Architectural Committee before making any changes.

Fences

Fences shield from view air conditioning compressors, generators, well water storage tanks and other outdoor equipment. They also define entrances and provide privacy. The standard fence to be used in Eaglewood is 1" x 6" vertical boards staggered either side of horizontal framing. Height is determined by the fence function but must not exceed 6'0". Use of treated lumber and posts is recommended for wood fences.

Fences must be painted the same color as the exterior wall color of the home. Vinyl fences will not be approved unless they have the same basic look of the standard Eaglewood wood fence and must be properly primed and painted to match the exterior wall color of the home. Small

vinyl fences may also be approved to shield specific equipment but must be painted to match the exterior wall color of the house or be white.

Driveways

Homeowners are expected to keep their driveway in good repair, free of major dirt accumulation, heavy fungus build up and droppings from trees. In addition to occasional power washing, some homeowners have found that staining the driveway, which seals the surface, makes it much easier to clean. Approved stain sealer colors are found on Exhibit 1.

Yard Lights

Pole mounted yard lights are the primary source of security lighting for our community. It is important that these lights be kept in good working order. The lights are wired to your home but are switched on by a photo cell, which must be kept free of obstructions. When a fixture needs to be replaced care should be taken to purchase a black fixture of similar design and size.

Window and Door Frame Colors

For consistent architectural harmony, dark bronze exterior window frames and door frames are the preferred Eaglewood standard. If new products are used, such as vinyl wrapped wood windows, a dark bronze or white color is preferred.

White framed windows and doors and may be used on the exterior walls of the residence inside an enclosed or screened porch. White framed windows and doors may also be used on a single family home if all exterior windows and doors are replaced at the same time and in the same color.

White framed windows and doors may be used on attached homes if all exterior windows, doors and frames of the attached homes are replaced at the same time and in the same style and color.

An alternative to replacing all sliding glass or french doors and frames when installing new white framed windows would be to paint the existing doors and frames to match the new windows. Top quality exterior paint compatible with aluminum must be used and applied in a professional workmanlike manner.

Dumpsters and Moving Containers

Any construction dumpster or PODS-like moving container must be removed within two weeks unless a longer timeframe has been requested and approved in writing by the Architectural Committee.

Clotheslines

Per Florida Statute 163.04 solar collectors' clotheslines, or other energy devises based on renewable resources cannot be prohibited by the HOA. The statues also allow HOA's to regulate rules as long as they do not interfere with the intent of the energy saving law.

All clotheslines require approval from the Architectural Committee. Architectural change request forms must include a plot plan showing the proposed location of the clothesline including dimensions and measurements. In addition, it should include a catalog or brochure showing the type of clothesline or apparatus that one plans to use. The height shall not exceed six (6) feet, and the length shall not exceed 15 feet. Clothesline shall only be installed within the property line boundaries in the rear yard of the lot or in another location approved by the Board of Directors. Corner lot homes may use the side yard, but the clothesline shall not be closer than 15 feet to the side street line.

Clothesline shall be portable and displayed only when in use and be limited to the shortest possible time to dry the laundry items. Clothesline shall not be strung between permanent poles, trees, or shrubs. Clothesline and clothesline poles shall be removed and stored out of sight prior to rain, high wind events and when not in use. Clotheslines shall not be used on days when lawns are being mowed.

Emergency Generators

Eaglewood homeowners may have emergency generators to provide emergency power for their home when power outages exceed one hour in duration. Running generators for test purposes is strictly limited to the same day and approximate time as when the lawn maintenance contractor is in the neighborhood. For sound control purposes, permanently installed generators running on propane fuel are limited to 12,000 watts and gasoline powered generators are limited to 7500 watts.

The proposed design of permanently installed outdoor generators must be approved by the Architectural Committee. Permanently installed generators must be mounted on a concrete pad and screened from view with a fence or landscaping. The installation of generators, transfer switches and modifications to the electrical service must be done by licensed professionals, with an appropriate Martin County permit and inspection. Propane tanks must be installed underground by a licensed installer and meet local, state and federal codes.

See Appendix D for safety tips for generators.

Eaglewood Approved Paint Colors

Approved Asphalt Shingle Roof Colors (Manufactured by GAF)

Gray-tone colors:

- Birchwood Blend
- Slate (Timberline)
- White

Brown-tone colors:

- Cedar Blend
- Driftwood Blend

Accompanying Colors For:

<u>Key</u>	<u>Exterior Walls/Garage Doors/Trim</u>	<u>Trim/Garage Doors/</u>	<u>Front Doors</u>	<u>Front Doors Only</u>
	<u>Brown-Toned Roofs</u>			
A	Coronado Cream (219)	K, L		1, 3, 5
B	Orange Sorbet (057)	9		10
	<u>Gray-Toned Roofs</u>			
C	Santorini Blue (1634)	11		12
D	Stonington Gray (HC-170)	9		13
E	Cliffside Gray (HC-180)	G, L, 2, 22		7
F	First Snowfall (1618)	23		24
	<u>Both Brown- & Gray-Toned Roofs</u>			
G	Herbal Escape (1487)	14		15
*H	Eider White (SW CC-06)	9		18, 19
I	Winter Sunshine (345)	14		20
J	Harvest Time (186)	21		15
K	Grecian Green (507)	A, L, 1		4
L	China White (PM-20)	1, 3		2, 4, 5
M	Stone Hearth (984)	16		18
N	Silver Marlin (2139-50)	14		17
*O	Koi Pond (SW 7727)	A, L, 1		None
P	Lambskin (OC-3)	3, 4		2, 5, 7, 8

Accompanying Colors and Color Key Numbers

1	Super White (PM 1)	13	Burnt Peanut Red (2081-10)
2	Hamilton Blue (HC 191)	14	Paper Mache (AF-25)
3	Maple Valley (1057)	*15	Grapy (SW 7629)
4	Springfield Sage (510)	16	Dove Wing (OC 18)
5	Boston Brick (2092-30)	17	Montpelier (AF 555)
6	Essex Green (43)	18	Stratton Blue (HC 142)
7	Van Deusen Blue (HC-156)	19	Wythe Blue (HC 143)
8	Mayo Teal (CW-570)	20	Grasslands (502)
9	Simply White (OC-117)	21	Natural Wicker (OC 1)
10	Cotswold (AF-150)	22	Brilliant White (PM 4)
11	Pale Oak (OC-20)	23	Oxford White (869)
*12	Gauntlet Grey (SW 7019)	24	Mineral Alloy (1622)

Approved Driveway Colors

- Dove Gray (66-20)
- Bombay (65-00)
- Cement (68-30)

* All of the above color codes are for Benjamin Moore except the four with an asterisk, denoting Sherwin-Williams.

Information about Roofs

The following information has been gathered from industry sources, contractors and experiences of our homeowners.

Eaglewood has several types of roofs, but all get dirty and require cleaning. Roofs get dirty because fungus grows well in Florida, even on metal roofs! We have all the required ingredients including: pollen, bird droppings, blown dust and dirt, moisture, humidity and warm temperatures. Some experts are now calling this growth on roofs algae which would also thrive under our climate conditions. There are different methods of cleaning that work best for metal, cedar shakes or asphalt shingles.

- After a few years, the original copper and zinc granules in asphalt shingles are no longer able to resist the buildup of fungus; so dark patches and streaks appear. This is mostly a cosmetic concern but if the fungus is not removed it will reduce the heat reflectivity of the roof and can eventually damage the roof by encapsulating and lifting the granules off the surface, cutting down on the expected roof life.
- The hardest roofs to keep clean are the light grey asphalt shingle roofs. The other molted roof colors conceal some of the discoloration from fungus which is probably still present.
- Chlorine bleach does not remove the fungus from shingles; it just seems to change the fungus color for some time. It does clean metal porch roofs very well.
- All asphalt shingle manufactures and professional roof cleaners say that concentrated chlorine used in pools will reduce the plasticity of asphalt fiberglass shingles and may lead to delamination, reducing the expected life of the shingles. They also caution against the chlorine soaking into the shingles causing the nails to rust.
- High pressure power washing or stiff brushing is not recommended for asphalt shingle roofs because it removes the protective stone and mineral granules exposing the asphalt layer to the elements; this changes the roof color and also reduces the expected life.
- Low pressure power washers and other spot washing techniques have been used to clean dark fungus areas (such as under a tree) but the rest of the roof may then look dirty.
- Cleaning solutions such as "Jomax" or "Wet & Forget", available at home improvement stores, have been used with some success. These solutions contain a mildew remover but probably not in sufficient concentration or quantity to fully treat an entire roof.
- Some homes have flat roof areas where dirt and pollen accumulate. When it rains, this mixture flows down the sloping shingle roof leaving stains. The only way to prevent this is to keep the flat portion just as clean as the sloping roof. One roof cleaner has claimed that some of the run off stains from flat roofs may be leaching from the tar based products used in the reroofing. Other roof cleaners have been able to remove the stains.
- Professional roof cleaners safely clean the entire roof and when rinsed by the next rain, usually appear as fresh as a new roof.

CAUTION: A wet roof is not a good place for 55+ year old homeowners to be working.

One roof cleaning company floods the roof with a solution containing mildewcide and detergents applied under low pressure. The solution is allowed to soak into the fungus which is then rinsed

away in the next rain. This company says the roof should stay clean for two to three years. Another company initially cleans the roof in a similar way but offers a semi-annual maintenance contract and guarantees that the roof will stay clean.

Please consult the Courtesy Vendor List available from the office of Eaglewood website to find companies that specialize in roof cleaning.

Reminder: If you have your roof cleaned, please complete the Maintenance Work Report form available in the office or drop a copy of your invoice in the office so the Architectural Committee database can be updated.

Appendix B

Policy Regarding Common Grounds Trees

When a common ground tree is removed for any reason or is irreparably damaged by storms or other acts of nature, it will be the policy of the HOA Board to budget for its replacement. If it is not practical to plant in the original location, the replacement tree will be planted in an alternative location to maintain the total neighborhood tree count. Replacement trees along the roadways on the common grounds will be Sable Palms or Live Oaks. These trees will be as large as practical with a 4" - 6" caliper for Oaks and an 8' - 10' CT (clear trunk) height for Palms.

Appendix C

Information about Painting

Premium exterior alkyd (oil) or acrylic latex paint products are recommended to withstand our harsh environment. Benjamin Moore products including Mooregard for walls and trim and Mooreglo for doors are recommended. If other manufacturers are used, special care must be taken to match approved colors regardless of other manufacturers' paint names.

Six years is about the maximum life of good house paint in Florida. It is much better to apply a single fresh coat every few years than to stretch the life of a typical two coat application or wait until the walls and trim show wear and require repair before repainting.

Remember that surface preparation is the key to a good paint job. All holes or rotten wood should be repaired, surfaces should be thoroughly cleaned by power washing or other methods and all rusted nails should be repaired and primed. New wood should be primed on all surfaces before installation.

Appendix D

Safety Tips for Generators

Generators stored in garages should be drained of gasoline and only federally approved containers should be used to store gasoline. The quantity of fuel stored for gasoline generators should be limited to that needed for the expected duration of the power outage.

Never operate a portable generator inside the house or garage, even an open garage. To prevent deadly carbon monoxide from getting inside, close windows and keep the generator at least 15 feet away from the house, including your neighbor's house.