

Eagle Ridge Property Owners Association Deed of Restrictions

**AMENDED AND RESTATED DEED OF RESTRICTIONS (8/30/2013)
FOR EAGLE RIDGE UNITS ONE, TWO, THREE, FOUR, FIVE AND SIX**

To all present and future owners of lots and parcels located in a subdivision in the County of Lee, State of Florida, known as EAGLE RIDGE UNITS ONE, TWO, THREE, FOUR, FIVE and SIX according to the maps and plats thereof on land recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida in Plat Book 35, Pages 79-85; Plat Book 36, Pages 61-63; Plat Book 37, Pages 30 and 31; Plat Book 37, Pages 32 and 33; and Plat Book 38, Pages 51 and 52.

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A. LAND USE

1. Single family residential lots shall have a dwelling with a minimum of one thousand and five hundred (1,500) square feet on lots not adjacent to the golf course and one thousand and seven hundred (1,700) square feet on lots which are adjacent to the golf course. All single family residences shall have at least a two-car garage.
2. All buildings shall be constructed of new and durable, good quality materials and workmanship, subject to the approval of the Architectural Control Committee. All roof material shall be of cement tile, heavy-duty (minimum 20 year life) "dimensional" asphalt shingle or metal shingle, metal shake, metal tile, slate or slate composite or other material set forth in the architectural Control Guidelines adopted pursuant to the procedure set forth in Article C, Section 2 herein. All new or re-roofing projects, exterior painting projects, or any other external project, including re-landscaping, must be approved by the Architectural Control Committee as set forth in Article C, Section 1 herein.
3. After the start of construction of any single family home or approved utility structure on any lot, said construction must proceed at a reasonable rate of progress and must be completed within six (6) months from the date of the start of construction. Start of construction is defined as the issue date of the construction permit.
4. No prefabricated or modular type house, or structure, free standing shed or portable storage container shall be constructed or placed upon any lot. Notwithstanding the foregoing portable storage containers, PODs, dumpsters, or similar temporary containers as determined by the Architectural Control Committee may be placed on a lot on a temporary basis and must be removed on or before the last day of the approved period.
5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot.
6. Inappropriate and improper parking of vehicles is prohibited and is further defined as follows:
 - a. No overnight parking of trucks one (1) ton or larger shall be permitted and only one (1) truck (non-commercial) smaller than one (1) ton shall be permitted to be parked on the driveway overnight.
 - b. Sport Utility Vehicles (SUV's) shall not be considered "trucks".
 - c. Vehicles of any size and type displaying signage of any kind shall be parked overnight only in the garage.

- d. The following include but are not limited to items not permitted to be parked anywhere on the property for more than forty eight (48) hours in any seven (7) day period: campers, motor homes, limousines, unlicensed vehicles, boats, jet skis, personal watercraft, All Terrain Vehicles (ATV's), lawnmowers, Bobcats, lawn/construction equipment, and/or trailers of any type.
 - e. Overnight Parking is only permitted on the driveway and is not permitted on the grass or lawn. Vehicle parking, on a daily basis, will not be allowed on vacant lots, roadside, common grounds, or county property.
7. No property owner or anyone claiming under or through him shall have the right to erect a satellite dish or other receiving apparatus greater than one (1) meter in diameter, other than a standard TV antenna attached to the home, which is aesthetically acceptable to the Architectural Control Committee. Any satellite dish or receiving apparatus that exceeds one (1) meter in diameter shall be forbidden within any single-family home site within the subdivision.
 8. No temporary or accessory structures of any kind, including but not limited to above-ground swimming pools, sheds, fences, tents, gazebos, trailers or barns shall be built or placed on any lot at any time.
 9. Recreational structures, including but not limited to swing sets, play houses, jungle gyms, trampolines, batting cages, half pipes or any other sports apparatus shall not be installed without prior approval of the Architectural Control Committee with respect to size, type, construction, location and intended use. Any plans for such structure or equipment must be submitted to the Architectural Control Committee for approval. No recreational structures are permitted in the front, side, or rear yard of lots that back up to or are adjacent to the golf course.
 10. Basketball backboards will be allowed as long as they are maintained and comply with the following restrictions: backboards shall be installed on metal poles set in concrete foundations and located only on private property, off the county right-of-way. The pole color shall be white, black, or a color to exactly match the color scheme of the house. Backboards may also be heavy duty portable style, provided that placement of the concrete pad is off the county right-of-way. Portable backboards must be secured during severe storm warnings to assure they do not become storm driven flying objects.
 11. All driveways and walkways shall be constructed of concrete, brick or stone. Concrete driveways and walkways may be covered with, tile, brick or paint in a color scheme compatible with the exterior color of the dwelling. All driveway and walkway renovations or replacements must be approved by the Architectural Control Committee with respect to material, color, and style. Asphalt driveways and walkways are prohibited.

12. Plans for all fences of any kind must be submitted to the Architectural Control Committee for approval prior to construction or installation. Fences that extend past the rear corner of the house or on golf course lots are strictly prohibited. Chain link fences shall not exceed four (4) feet in height, must be vinyl clad black or dark green in color and are intended to confine the property owner's back yard. Privacy fences and/or screen walls intended to mask or conceal refuse containers, pool equipment, and/or air conditioning equipment must be approved by the Architectural Control Committee. These fences and/or screen walls shall be no greater than six (6) feet in height and a maximum overall length of twelve (12) feet. They shall be parallel to and within six (6) feet of the side of the house. All fences shall comply with the current Deed of Restrictions setback requirements.

13. Unless a landscape plan has been previously approved by the Architectural Control Committee, fifty (50%) percent of each front yard, defined as the area between the front face of the house and the road edge and between the side yard property lines shall be maintained in turf grass. All new and renovated turf grass installations shall be limited to improved varieties of St. Augustine grass such as "Floritam" or other improved species as approved by the Architectural Control Committee. Artificial turf will not be approved

14. Storm Shutters intended to be attached longer than the duration of a storm or hurricane (up to 2 weeks) must be preapproved by the Architectural Control Committee before attachment to the home. Unpainted bare metal shutters will not be approved for use longer than two weeks.

15. Pets — A property owner may own up to a total of 4 dogs and /or cats. That number can exceed 4 pets if there is a litter born at the property but only for a period up to 6 months after which time the number must be reduced to 4 or fewer. The ERPOA Board reserves the right to ban exotic or potentially dangerous species. Application to keep other animal species must be submitted in writing to the ERPOA Board for approval. All pets are subject to the Nuisance/General, article "K" restriction dealing with loud noises and offensive odors. Pets must be on a leash at all times when being walked outside of the owner's property boundaries. The pet owner is responsible for picking up all animal waste from their pet at all times.

B. GENERAL PROPERTY MAINTENANCE

1. It is required that each property owner maintain his or her property at all times in accordance with all governing documents. To that end, the ERPOA's Board of Directors has directed that ongoing property renovations and maintenance practices be reviewed and enforced by the **Architectural Control Committee** and the **Deed of Restrictions Committee**. In general, the Architectural Control Committee will review architectural plans, building material samples and color chart submissions for new homes and renovations to existing homes. The Deed of Restrictions Committee will make periodic property inspections throughout the overall community on a regular basis to check for compliance with the Deed of Restrictions.
2. Property maintenance shall include but not be limited to the following:
 - a. Cleaning, repair, repainting, and/or replacement, when necessary, of existing roofs
 - b. Repainting and repair of all exterior walls and repainting or replacement, when necessary of wood trim, garage and front doors, windows, shutters, siding and louvers.
 - c. Pruning, fertilizing, weeding, mulching and replacement, when necessary, of existing trees, shrubs, groundcover and mulch.
 - d. Mowing, irrigating, edging, fertilizing, weeding and replacement, when necessary, of existing lawns. Property owners are responsible for mowing and maintenance of any golf course easements on their property.
 - e. Property owners shall be responsible for the maintenance of all existing irrigation equipment. Manual watering is required if an irrigation system does not exist or is inoperable.
 - f. Cleaning, painting, resurfacing and/or replacement, when necessary, of existing concrete driveways and sidewalks
 - g. Cleaning, repainting, re-screening and/or replacement, when necessary, of pool and lanai enclosures
 - h. All driveways and walkways shall be kept neat and clean and free of debris, mold and/or mildew.
3. Each property owner shall be required to maintain a clean property by picking up any loose paper, wood, construction debris, plant debris, etc., and placing it in appropriate trash containers or bundles for pick up on the designated collection days.
4. The ERPOA Board of Directors may further adopt additional rules and regulations, standards, policies or required practices concerning maintenance of the lots and property.

5. The Board of Directors, when necessary, shall have the right, through its agents and employees, to enter upon said lot to inspect, maintain and restore the improvements erected thereon. Entry upon an owner's lot for such purpose shall not constitute a trespass. In all such cases the property owner shall be deemed to consent to reimbursement of expenses incurred by the Association in performing such maintenance secured by the rights as exist for collecting assessments under the Governing documents through a lien for charges as further described in Article R.

C. ARCHITECTURAL CONTROL

1. While the Board retains the final authority to establish standards, to cite infractions and fix remedies, it delegates the responsibility to make evaluations and recommend remedies to the Architectural Control Committee, its representatives and assigns for the approval of all construction plans, footing elevations, setbacks, etc. These items will comply with minimums established by local, state, and federal laws. No structure or building of any kind shall be constructed on any lot until the Architectural Control Committee has approved the building plans, including plans for landscaping and the exterior color scheme. The Board, acting through the Architectural Control Committee shall be the final authority for the approval or disapproval of said plans, specifications, building elevations, landscaping and exterior materials and color schemes, and has the right to deny approval based on purely aesthetic reasons.
2. Appropriate submissions shall be set forth in the Architectural Control Committee guidelines and depending upon the construction or alteration contemplated, may (but not necessarily limited to)include a site plan, floor plans, building elevations, landscape plan, and exterior color selections by name and source for stucco, stone or brick walls, wood siding and trim, and roofing material.
3. No home shall be considered complete until its yard is reasonably landscaped in accordance with the approved landscape plan, which shall include a minimum of two twelve (12) foot trees located in the front yard. It The property must be landscaped and maintained in a manner in-keeping with the general character of the subdivision. Where any owner neglects such landscaping, the Board of Directors, or its authorized agents reserves the right to perform such maintenance landscaping at a reasonable charge to the owner. Any planned boundary wall, hedge or fence must be submitted to the Architectural Control Committee for their written approval prior to the construction. In all such cases the property owner shall be deemed to consent to reimbursement of expenses incurred by the Association in performing such maintenance secured by the rights as exist for collecting assessments under the Governing documents through a lien for charges as further described in Article R.

4. Each single family home shall have a mailbox and lamppost installed in its front yard. The specifications for the mailbox and lamppost shall be as outlined in the Exhibits "A," "B" and "C" of the Deed of Restrictions which, by this reference, are made part of these Deed of Restrictions. Lamppost lights shall be maintained in working order and illuminated at night. Mailbox, mailbox posts, and lampposts must not be decorated or enhanced in any manner. All mailboxes must have the standard "red flag" and there shall be no decorative appendages fastened to either the post or the mailbox itself. The color shall be exactly as outlined on the official diagram in the current Deed of Restrictions. Manufactured decorative flags reflecting holidays and patriotic other themes may be attached to the lamppost only, but not to the mailbox or mailbox post.

D. DEED OF RESTRICTIONS

1. The Deed of Restrictions Committee has been established by the ERPOA's Board of Directors for the purpose of maintaining the character and overall appearance of the existing Eagle Ridge community. In general the Deed of Restrictions Committee is empowered by the ERPOA's Board of Directors to inspect all property in Eagle Ridge on a regular basis for compliance with the Deed of Restrictions (DOR).

E. ENFORCEMENT

1. Enforcement of the Governing Documents may be by proceeding at law for damages or inequity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.
2. In the event of a violation of the Governing Documents by an owner, resident, tenant, guest or invitee, the Association, through the Deed of Restrictions Committee, shall notify the owner and, if applicable, the person against whom the Association intends to take action of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:
 - a. Commence an action to enforce the performance on the part of the owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
 - b. Commence an action to recover damages; and/or
 - c. Impose a fine as provided in the Florida Statutes; and/or

- d. Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to any additional improvement or change which has not been approved by the Association or performing any maintenance required to be performed by the Governing Documents or towing vehicles parked within the community in violation of the Governing Documents; and/or
 - e. Elect any or all other remedies, restrictions or penalties available under law.
- 3. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine for a single violation exceed the maximum amount allowed by Florida State law. A fine may be levied on the basis of each day of continuing violation with a single notice and opportunity for hearing, except that no such fine shall exceed \$5,000.00 in the aggregate for an ongoing violation. Any fine of one thousand dollars (\$1,000) or greater not paid within thirty (30) days shall become a lien on the lot of the property owner who owes the fine. Said lien may be foreclosed in the same manner as a lien for assessments as provided for in this Deed of Restrictions.
- 4. All expenses incurred by the Association in connection with enforcing the Governing Documents before trial, at trial and on appeal, reasonable attorneys' fees and costs, shall be assessed against the applicable owner as a charge, and shall be due upon written demand by the Association. The Association shall have a lien for any such charge and any interest, costs or expenses associated therewith. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Lee County.
- 5. Each Owner shall be responsible for the acts and omissions, whether negligent, willful, or intentional of any person residing in his home or occupying his lot or who is present on his lot, including family members, tenants, guests and invitees if any act or omission shall result in any damage to the common areas, or any liability to the Association. The owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of the Governing Documents, by a resident of any lot, or a guest or invitee, shall also be deemed a violation by the owner, and shall subject the owner to the same liability as if such violation was that of the owner.

F. BUILDING LOCATION— SINGLE FAMILY

1. There must be a minimum of a twenty-five (25) foot setback from the front (street) and side (street) property lines. The minimum setback at the rear is twenty percent (20%) of the lot depth.
2. Side setbacks shall be equal to a distance represented by multiplying the street frontage of any given lot by ten percent (10%). Such ten percent (10%) setback shall apply on each side and be measured from the boundary of the lot to the most outward edge of the roof or eaves overhang.

G. LOT PREPARATION

All lots shall be filled in keeping with the engineering drainage plan of development as approved by the South Florida Water Management District. All existing trees and other desirable natural vegetation as may be reasonably possible shall remain on lots. The approval of the Architectural Control Committee shall be obtained prior to the removal of trees on any homesite. Individual plans submitted to the Architectural Control Committee for approval must contain a site clearing plan identifying which trees and shrubs will be removed, etc. No site clearing may commence until the Architectural Control Committee has approved the site- clearing plan.

H. EASEMENTS

1. There shall be a ten (10) foot utility easement on the front of all lots and/or utility easement as required by Lee County. There shall be no permanent structures constructed within the said easement. The Architectural Control Committee, as provided under Section C- Architectural Control of the ERPOA Deed of Restrictions, must approve all plantings and/or landscaping proposed within the utility easement. A rural US mailbox, mounted to the herein-approved post, is permitted (as shown in Exhibit "A")
2. Regarding golf course easements, Owner reserves unto himself and his successors or assigns, an easement for golf course play, use construction, alterations or maintenance as reserved over, across and under the rear and/or side portions along lots and parcels, as shown on the recorded plan of this subdivision. no fence, patio, swimming pool or any other structure whatsoever, and no trees or shrubs shall be erected, planted, maintained or used within such easement by the owner of any such lot, and no owner shall restrict or interfere with the golf play, or the use, construction, alteration and maintenance of the golf course. The golf course shall have the exclusive right to maintain the landscape and lakeshore line and otherwise manage this area for its intended use as a golf course.
3. Owners of any lot may not grant any easement of any kind without the written consent of the ERPOA'S Board of Directors.

I. REFUSE DISPOSAL

No vacant or developed lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, construction debris and/or any other waste shall not be kept except in sanitary containers. All containers for the storage or disposal of such material shall be kept in the garage or if stored outside screened with appropriate materials or landscaped so as not to be visible from the adjoining property or roadways. Refuse, recyclables and horticultural waste may not be placed at roadside earlier than twenty-four (24) hours before each of the scheduled pick-up days.

J. SIGNS

1. No permanent signs of any kind shall be displayed to the public view on any lot except the property owner's name.
2. Real estate signs of not more than five (5) square feet may be displayed only in the front yard (street side) of a home or only in the front yard (Street side) of a vacant lot. Real estate open house, directional signs are permitted in the public easements only on the day the house is offered for sale or rent. They must not exceed two (2) square feet in area and must be removed by the end of the day the open house is held.
3. Political signs are permitted in front yards only and must not exceed two (2) square feet in area. Political signs may not be erected prior to forty (40) days before election and must be removed two (2) days after said election.
4. One garage sale sign is permitted in the front yard where the sale is located, only on the day of the garage sale. Garage sale directional signs are permitted in public easements only on the day of the sale. They must not exceed two (2) square feet in area and must be removed by the end of the day the garage sale is held.

K. NUISANCE /GENERAL

1. Noxious or offensive activity shall not be permitted on any property. In general, such activity shall be defined as any use of a property that has the effect of interfering with the ability of any other resident of the community to enjoy the use of his or her property or the overall residential environment in a manner consistent with reasonable community standards. Such interfering activity may include but be not limited to loud noises, unpleasant odors and offensive or inappropriate visual displays. Conformance will be determined by the judgment of the Board of Directors or a committee member designated by the Board.
2. No lot or any building erected on any lot may be used for manufacturing, retail or other trade related purposes. Further, no business activity related to the rendering of professional or other services may be conducted on any property in violation of any local or state zoning regulations. Professional or other services must be confined to private areas of the residence where there is no visual or other evidence of the activity.

L. Leasing

1. Improved lots may be used for residential leasing purposes providing the following items are adhered to:
 - a. Each lease shall have a term of at least six (6) months.
 - b. Only two (2) leases per year shall be permitted per improved lot.
 - c. Only one lease granting possessory rights shall be in effect at any time.
 - d. The Eagle Ridge Property Owners Association shall be notified when a property owner enters into a lease agreement for their property by filling out and returning the proper form.
 - e. The property owner shall require all lessees to comply with the Eagle Ridge Deed of Restrictions and shall be liable and responsible for any violations.

M. UNDERGROUND SERVICES

All utility services, such as, electric power, cable television and/or telephone service shall be installed underground from the tie-in source to the dwelling at the lot owner's expense.

N. EAGLE RIDGE PROPERTY OWNERS' ASSOCIATION (ERPOA)

1. The Grantor has created an Owners' Association for the purpose of maintaining as required by state law and regulation the drainage and surface water management system of the development, together with common elements or areas, as well as for the enforcement of these restrictions. The name of the association is "Eagle Ridge Property Owners' Association, Inc.", a Florida Corporation, not for profit. In order to provide for the continuing maintenance of the drainage and water management system, each Property Owner and his or her heirs, successors and assigns, shall by virtue of being the owner of any residential lot, site or any parcel there of (including but not limited to condominium unit owners or any other parcels of land within the property described in Appendix ("B")) shall be a member of the Eagle Ridge Property Owners' Association (ERPOA or "The Association"). Individual members of the Association also include owners of the condominium units of The Eagle Ridge Condominiums, The Fairways at Eagle Ridge and The Pines at Eagle Ridge, as those condominiums were originally created by appropriately filed and subsequently amended Condominium Declarations, as recorded in the official records of Lee County, Florida.
2. The ERPOA Board shall have the power to enforce the Deed of Restrictions common to the subdivision and in addition, shall have the power to levy and collect assessments as set forth in Paragraph P below.

O. Notification

It shall be the obligation of every member as defined above, to assure ,by first class, pre-paid postal notification that the Association is in possession of the member's current address within the community. All notices from the Association to the member shall be sent by first class mail to the reported address and shall be deemed properly served upon mailing, properly addressed with postage prepaid, to the reported address. If the notice is returned, as undeliverable for any reason, the Association may mail the notice to the Eagle Ridge property to which the notice applies, and the notice shall be deemed properly served upon delivery to that property address.

P. Assessments and Charges

1. The Association shall have the power, through its Board of Directors to enforce the Governing Documents common to the subdivisions. The Association shall have the power to levy and collect assessments for the purpose of providing funds to enforce these restrictions and as required to maintain, improve and operate those elements and areas of the as required to meet the standards of the South Florida Water Management District.
2. Assessments that may be levied will be administered as follows:
 - a. Annual Assessments. An annual assessment based on an annual budget adopted by the Board of Directors shall be due and payable by the property owner of each lot or unit. All home or lot owners will pay the same assessment. A different assessment may be levied against condominium owners with that rate similarly applied to all condominium owners as a group. Annual assessments, based on the annual budget shall be payable by January 15th of each year.
 - b. Special Assessments, in addition to the annual assessment may be levied by the Board as required for defraying unforeseen, common expenses not met or expected to be met by regular annual assessments.
 - c. Except as required by Chapter 720, Florida Statutes, any person or entity acquiring title to a lot or unit shall be jointly and severally liable with its predecessor in title for all unpaid assessments and charges against the predecessor for his/her share of the charges and assessments, including interest, late fees, attorney's fees and other costs of collection incurred by the Association up to the time of the transfer.

3. Assessments and installments not paid within ten (10) days from the date when they are due shall empower the Board of Directors to:
 - a. Assess a late fee and charge interest on any unpaid balance. The Board may further accelerate unpaid assessments or other levies.
 - b. Secure a lien on each lot or unit for any unpaid assessments on such parcel, with added charges for interest, attorney's fees, and other collection expenses.
 - c. Bring an action in its name to foreclose a lien for assessments or charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments or charges without waiving any claim of lien
 - d. Attach, without order of the Court, direct rental income (by written notice to the tenant with copy to property owner) from lots or units in default to be paid directly to the Association until all outstanding assessments, charges, other monetary obligations, interest, late fees, costs, collection expenses, attorney's fees and receiver's fees.
4. The establishment of interest rates, late charges, lien perfection and all other actions taken by the Board in the event of a default shall be consistent with and pursuant to Section 720.3085(4), Florida Statutes, as amended from time to time. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Governing Documents, as the Board deems appropriate without constituting a waiver of remedies

Q. TERMS

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land and shall be deemed for the benefit of all the lands in the subdivision. They shall remain in full force for twenty (20) years after the date of recording this instrument, after which they shall automatically extend for successive periods of ten (10) years each, unless by vote of a majority of the owners of the lots in the subdivision it is agreed to change them in whole or in part in accordance with the provisions of Paragraph "S".

R. SEVERABILITY

Invalidation of one of the provisions contained in this Deed of Restrictions by judgment or court order shall not affect any of the other provisions of the restrictions, which shall remain in full force and effect.

S. AMENDMENTS TO DEED OF RESTRICTIONS

This Amended and Restated Deed of Restrictions may be amended at any time, and from time to time, by no less than 102 of the voting interests contained in the single family subdivisions, (one voting interest per lot) provided that the number of affirmative votes represents a majority of the total votes cast. For purposes of this provision, the term "subdivisions" refers to the single family homes and lots situated within the area described in Appendix "A" of the Amended and Restated Deed of Restrictions for Eagle Ridge Units One, Two, Three, Four, Five and Six. This provision is subject to the following exceptions:

Approval of the South Florida Water Management District – No amendment may be made which would affect the surface water management facilities without prior approval of the South Florida Water Management District, or its successor.

T. CONSENT OF TRANSFER

Any conveyance of property shall be subject to a fifty dollar (\$50.00) transfer fee to cover the administrative cost of changing and updating the Association's records.

U. WATER USE

Use of water from any pond, lake, or any other 'body of water compromising part of the surface water management system of the Eagle Ridge Subdivision by any individual property owner for lawn maintenance or any other purpose is prohibited.

V. ARBITRATION BOARD

The Arbitration Board has been established by the ERPOA Board of Directors to resolve disputes and fines between property owners and the Architectural Control Committee and/or the Deed of Restrictions Committee. The role of the Arbitration Board is largely dictated by Section 720.305(2)(b) Florida Statutes which provides as follows:

A fine may not be imposed without at least 14 days' notice to the person sought to be fined and an opportunity for a hearing before a committee of at least 3 members appointed by the Board who are not officers, directors or employees of the association or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the Arbitration Board by majority vote does not approve a proposed fine it may not be imposed. If an Association imposes a fine or suspension, they must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

Exhibit A

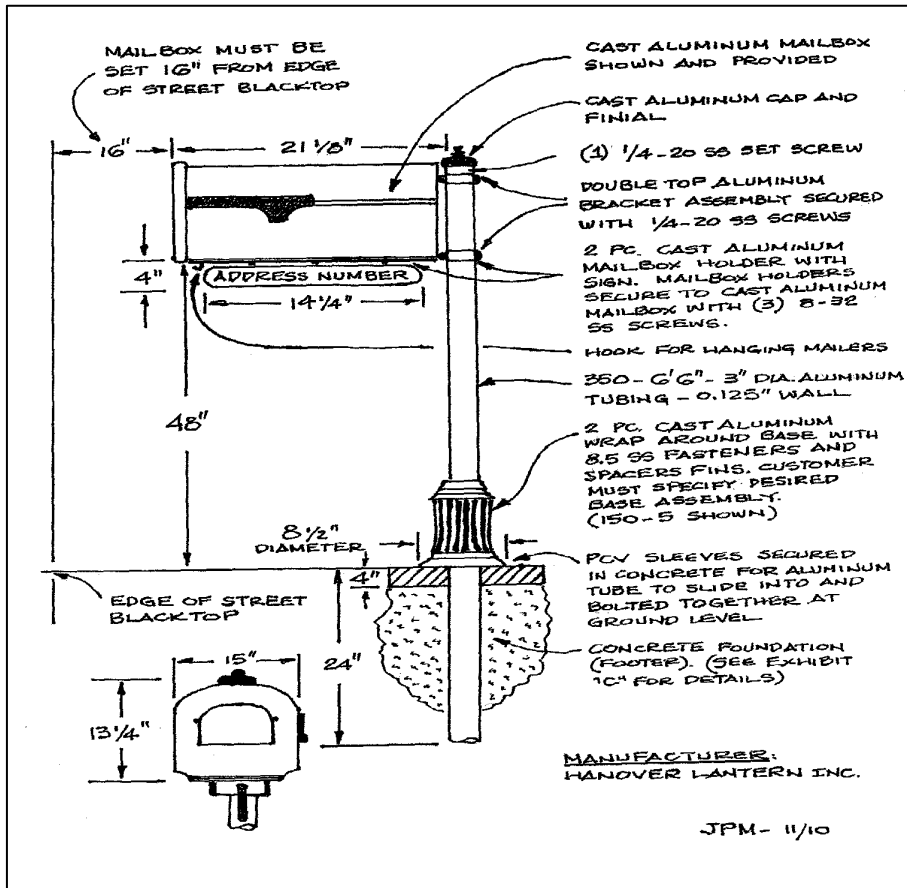
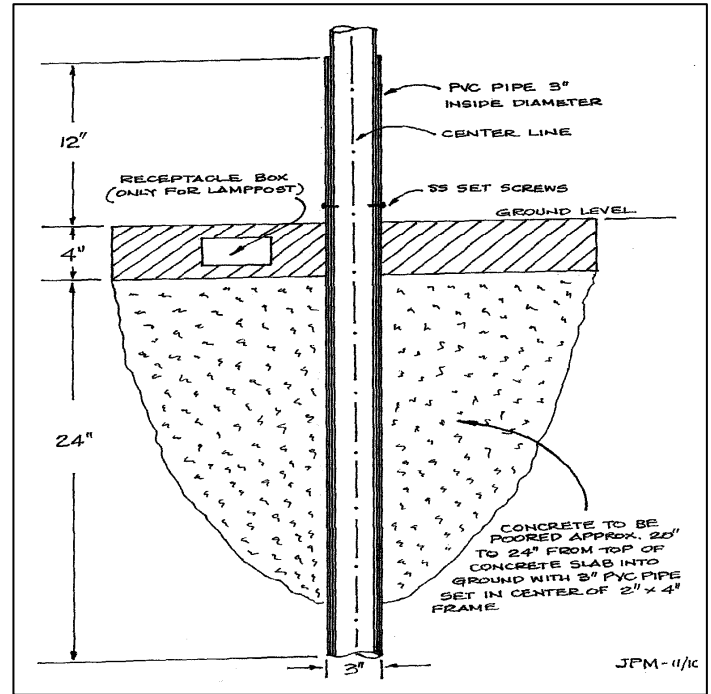
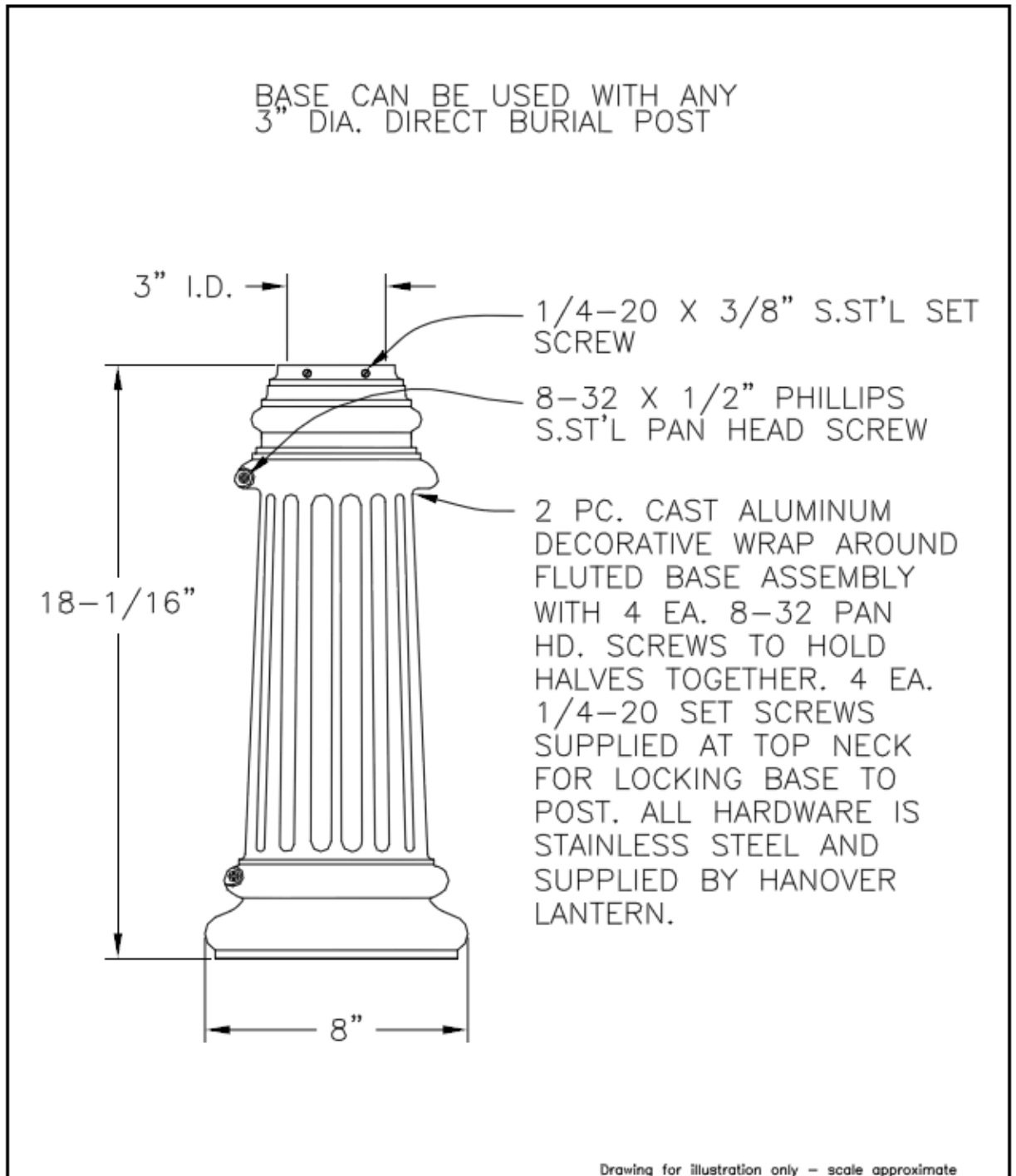


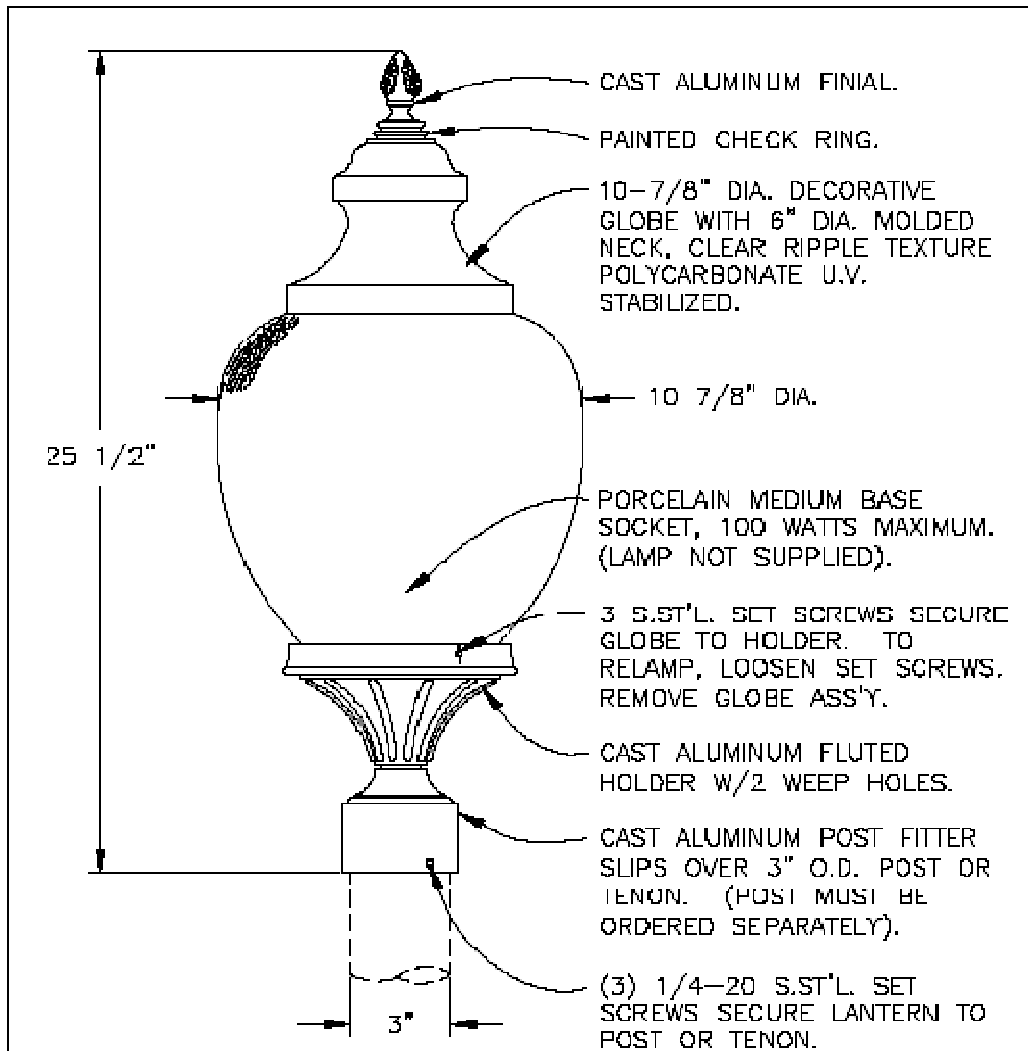
Exhibit B



Drawing for illustration only - scale approximate

HEIGHT	18-1/16"	APPROVAL SIGNATURE:	<p>470 HIGH ST., HANOVER, PA. 17331 Ph: (717) 632-9484 - Fax: (717) 632-5839</p>	TITLE:	DECORATIVE 2 PC. CAST ALUMINUM WRAP AROUND BASE	
WIDTH	8"	FINISH:		SCALE:	1=4	
PROJECTION	XXXXXX	PANELS:	DATE:	08/20/97	DWG BY:	TLS
TOP TO OUTLET	XXXXXX	OPTIONS:	DWG. NO.	139-3		

Exhibit C



LANTERN IS PREWIRED AND TESTED.
 ELECTRICAL COMPONENTS ARE U.L. LISTED.
 MOUNTING HARDWARE IS SUPPLIED.

Drawing for illustration only - scale approximate

HEIGHT	25 1/2"	APPROVAL SIGNATURE:		TITLE:		
WIDTH	10 7/8"	FINISH:		"CLIFTON PARK" 17400 SERIES POST TOP LANTERN		
PROJECTION	XXXXXX	PANEL:	SCALE:	DATE:	DWG. BY:	DRAW. NO.:
TOP TO OUTLET	XXXXXX	OPTIONS:	1=4	03/23/05	JEK	B17430

Appendix A

For purposes of this provision, the term "subdivisions" refers to the single family lots created by the Eagle Ridge Unit One subdivision plat recorded in Plat Book 35, Page 79 et seq., the Eagle Ridge Unit Two subdivision plat recorded in Plat Book 36, Page 61 et seq., the Eagle Ridge Unit Three subdivision plat recorded in Plat Book 37, Page 30 et seq., the Eagle Ridge Unit Four subdivision plat recorded in Plat Book 37, Page 32 et seq., the Eagle Ridge Unit Five subdivision plat recorded in Plat Book 38, Page 51 et seq., and the Eagle Ridge Unit Six subdivision plat recorded in Plat Book 44, Page 1 et seq., all of the Public Records of Lee County, Florida.

Appendix B

The name of the association is "Eagle Ridge Property Owners' Association, Inc.", a Florida Corporation, not for profit. In order to provide for the continuing maintenance of the drainage and water management system, each Grantee's heirs, successors and assigns shall by virtue of being the owner of any residential lot, site or any parcel thereon (including but not limited to the condominium unit owners of Eagle Ridge Condominium, originally created by the Declaration of Condominium recorded in Official Records Book 1735, Page 71 et seq. of the Public Records of Lee County, Florida. as amended from time to time, the condominium unit owners of The Fairways at Eagle Ridge, originally created by the Declaration of Condominium recorded in Official Records Book 1819, Page 549 et seq. of the Public Records of Lee County, Florida, as amended from time to time, the condominium unit owners of The Pines at Eagle Ridge Condominium Section I, originally created by the Declaration of Condominium recorded in Official Records Book 1836, Page 397 et seq. of the Public Records of Lee County, Florida. as amended from time to time, the condominium unit owners of The Pines at Eagle Ridge Condominium Section II, originally created by the Declaration of Condominium recorded in Official Records Book 1883, Page 185 et seq. of the Public Records of Lee County, Florida. as amended from time to time, the condominium unit owners of The Pines at Eagle Ridge Condominium Section III, originally created by the Declaration of Condominium recorded in Official Records Book 1887, Page 4152 et seq. of the Public Records of Lee County, Florida, as amended from time to time, the condominium unit owners of The Pines at Eagle Ridge Condominium Section IV, originally created by the Declaration of Condominium recorded in Official Records