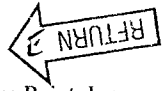


This instrument prepared by and  
should be returned to:



Association of Homeowners at Eagles Point, Inc.  
PO Box 350496  
Grand Island FL 32735-0496

Cross-reference Declaration of  
Covenants, Conditions, Easements and  
Restrictions for Eagles Point, Lake  
County, Florida, recorded at O.R. Book  
2667, Page 2238 of the Public Records  
of Lake County

FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR EAGLES POINT  
LAKE COUNTY, FLORIDA

This Fourth Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Eagles Point, Lake County Florida as recorded in Official Records Book 2667, Page 2238 of the Public Records, Records of Lake County Florida is made and entered into by the Board of Directors as defined therein and with over 68% majority vote of the ballots of the Association of Homeowners at Eagles Point.

ARTICLE IV, Section 1. Amend to read as follows:

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or Charges, and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees incurred in enforcing or collecting any assessment, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made with a date of priority on the day this Declaration is filed. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligation of the person(s) who was the Owner of such property at the time when assessment fell due.

ARTICLE IV, Section 7. Amend to read as follows:

**Section 7. Effect of Nonpayment of Assessments. Remedies of the Association.** If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot and there shall be added to the amount of such assessment the interest above stated, the cost of the action, including reasonable attorneys' fees, whether or not judicial proceedings are involved, and including reasonable attorneys' fees and costs incurred on any appeal of a lower court decision.

ARTICLE V, Section 5. Amend to read as follows:

**Section 5. Builders.** The Builder of any Dwelling Unit or any other structures or improvements to be located on the Property must be a licensed residential builder.

ARTICLE VI, Section 16. Amend to read as follows:

**Section 16. Restrictions on Fences and Hedges.** No lawn or landscaping or fence or hedge or tree or any other thing on any Lot shall be permitted to become overgrown or unsightly or inconsistent with the general physical characteristics of Lots within the Property in the sole and absolute judgment of the Association. The maximum height of a fence on lots abutting the most Northerly canal (Lots 1-11 and Lots T1-T4.) is 6 feet and may extend no closer than 25 feet of the canal and no restriction on hedges. The maximum height of hedges or fences on the remaining lots (with the exception noted below) is 4 feet except within 75 feet of water where it is a maximum of 3 feet high. Fences for all properties cannot extend toward the road beyond the rear corner of the house, excluding porches and the like. In the event that any said conditions shall exist, the Developer or the Association, at its option, shall have the right to do any reasonable thing or things to alleviate and change the obnoxious condition, may assess the Owner of the Lot a reasonable sum for any such remedial activity, and the Association shall not be deemed guilty of a trespass in such event. Any such charge levied but not paid shall entitle the Association to all rights and remedies of collection as set forth herein. No chain link fences are allowed on any lots. On Lots 12-20, no fence shall be allowed and hedges are allowed under the restrictions of 'on the remaining lots'.

ARTICLE VI, Section 44. Amend to read as follows:

**Section 44. Enforcement.** The Association shall have the right to prosecute a suit in law or equity against any person or persons violating or attempting to violate any of these covenants or restrictions, and may seek by such suit the prevention of a violation hereof or any other remedy available to the Association.

IN WITNESS WHEREOF, Jeffrey Jarvis, President, and Mike Fayette, Vice President and Linda Chaffee, Secretary/Treasurer have executed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*Jeff Jarvis*  
\_\_\_\_\_  
President signature

*Michael Fayette*  
\_\_\_\_\_  
Vice-President signature

*Linda Chaffee*  
\_\_\_\_\_  
Secretary/Treasurer signature

Jeff Jarvis  
Printed name

Michael Fayette  
Printed name

Linda Chaffee  
Printed name

STATE OF FLORIDA  
LAKE COUNTY

The foregoing instrument was acknowledged before me this 24 day of May, 2012 by the Association Board of Directors Jeff Jarvis, Mike Fayette and Linda Chaffee who are personally known to me or who produced DRIVERS Lic. as identification.

*Albert L Piper*  
\_\_\_\_\_  
Signature of notary public

ALBERT L PIPER  
Printed name of notary public

My commission expires: 01/26/13

Serial/commission number: 854623



ALBERT L PIPER  
MY COMMISSION # DD 854623 EXPIRES  
January 26, 2013  
BONDED THRU TROY FAIN INSURANCE, INC