

(1)

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF EAGLES LANDING OF WINTER HAVEN
HOMEOWNERS ASSOCIATION**

THIS DECLARATION made this 1 March, 2023, a Revision of that Declaration dated 19 February, 2003 as recorded in Records Book 5269, Page 0638, Official Records of Polk County, Florida, and as amended.

INSTR # 2023046959
BK 12597 Pgs 390-397 PG(s) 8
RECORDED 02/28/2023 3:45:07 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$69.50
RECORDED BY HOLLHOGA

~~THIS DECLARATION made this 19 February 2003, a Revision of that Declaration dated 7 September, 1985 as recorded in Records Book 2560, Page 1714, Official Records of Polk County, Florida, and as amended.~~

WITNESSETH

WHEREAS, the name of the development shall be EAGLES LANDING OF WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., and

WHEREAS, the real property pertaining herein is described in ARTICLE II of this Declaration, and

WHEREAS, EAGLES LANDING is an aviation oriented development, and consists of seventeen (17) single family homes, eight (8) of which are adjacent to a hangar on the Winter Haven Airport, and six (6) multi-family units.

WHEREAS, for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots and buildings constituting said development, it is hereby declared that all the real property described in ARTICLE II herein and each part thereof and any property which, in the future, may be included under the terms of this Declaration shall be held, sold and conveyed only subject to the following easements, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and

WHEREAS, along with the Articles of Incorporation and the By-Laws of EAGLES LANDING OF WINTER HAVEN HOMEOWNERS ASSOCIATION, Inc., this Declaration of Covenants, Conditions and Restrictions is hereby executed.

ARTICLE I

Definitions

SECTION 1. "Lot" shall mean any plot of land plus any improvements contained within the legal description of the property.

SECTION 2. "Maintenance" shall be the exercise of reasonable care to keep roads, walks, park, swimming pool, walls, the sewage lift station, surface water management system and any other items in the common areas requiring repair, in a condition comparable to their original condition., normal wear and tear excepted.

SECTION 3. "Association" shall refer to Eagles Landing of Winter Haven Homeowners Association, Inc., a Florida Corporation, not for profit.

SECTION 4. "Members" shall mean every person or other entity who holds a membership in the Association.

2

SECTION 5. "Mortgage" shall mean a conventional mortgage, adjustable rate mortgage, variable rate mortgage, contract for deed or similar security instrument.

SECTION 6. "Mortgagee" shall mean a holder of a mortgage on the property or any lot contained in said property.

SECTION 7. "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any property which is a part of Eagles Landing Development and shall include contract sellers but shall not include those holding title merely as security for performance of an obligation.

SECTION 8. "Common Areas" shall constitute the roads, walks, community park, walls, swimming pool, infrastructure, and surface water management system, and as further described in ARTICLE V herein.

SECTION 9. "Board of Directors", when referred to herein, shall mean and refer to the elected Board of Directors of the Association.

SECTION 10 "Primary Structures" shall mean residential units and attached garages.

ARTICLE II

Property

LEGAL DESCRIPTION:

The NE ¼ of the SE ¼ of the SW ¼, Section 7, Township 28 South, Range 26 East, less the east 25 feet and the south 15 feet thereof for street R.O.W and described as a Replat of lots 1, 2, and 3, Block A, of REVISED MAP OF LAKEVIEW SUBDIVISION in Platbook 38 Page 80, Public Records, Polk County, Florida.

Further described as follows: Commencing at the Southeast corner of the Southwest quarter of Section 7, Township 28 South, Range 26 East, Polk County, Florida; run thence N 00° 02' 10" W, along the east boundary of said quarter section, a distance of 685.30 feet; thence N 89° 38' 27" W, a distance of 25.00 feet to a point on the Westerly Right of Way of 21st Street Northwest, being the Point of Beginning; thence N 00° 02' 10" W, along said Right of Way, a distance of 645.00 feet; thence N 89° 38' 27" W, a distance of 639.00 feet; thence S 00° 02' 10" E, a distance of 645.00 feet; thence S 89° 38' 27" E a distance of 638.00 feet, to the Point of Beginning.

ARTICLE III

Membership in Homeowners Association and Voting Rights

SECTION 1. Every owner of a lot or building unit shall be a member of the Eagles Landing of Winter Haven Homeowners Association, Inc.; Membership shall be appurtenant to and not be separated from property ownership.

SECTION 2. Each owner of a property shall be entitled to vote on the affairs of the Association, with each property owner having an equal vote. Regardless of the number of owners of each property, there shall only be one vote per property.

ARTICLE IV

Assessments

SECTION 1. **Lien and Personal Obligation for Assessments.** It is hereby covenanted by acceptance of the deed to each property, whether or not it shall be so expressed in his deed, the owner will pay to the Association monthly, quarterly, or annual assessments and special assessments as may become necessary. Such assessments

3

will be established and collected as hereafter provided. The assessments, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owns the property at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used for maintenance of roads, walks, park, walls and other items as mentioned in ARTICLE I, SECTION 8 and ARTICLE V and to provide liability insurance protecting the Association and its Directors against any and all liability to the public or to any owner or to any invitee or tenants of any owner arising out of their occupation and/or use of the common areas. The policy limits shall be set by the Association's Board of Directors and shall be reviewed periodically. Assessments may be employed to provide legal fees necessary for the management of Association affairs.

SECTION 3. Assessments. The Board of Directors may determine, from time to time, the necessary membership assessments. Monthly, quarterly, or annual assessments must be fixed at a uniform rate for all properties. Ancillary assessments will be adjusted to reflect differences in services rendered.

SECTION 4. Special Assessments. Special Assessments for capital expenditures, such as the acquisition of property, construction of community buildings and gates, additional lighting, attorney fees, other legal fees and such projects as the Board of Directors determines is necessary or beneficial to the enjoyment of the community will be presented to the membership for approval by majority vote of the membership.

SECTION 5. Commencement and Collection of Assessments. The assessments provided for herein shall commence upon the closing of the purchase of the property.

SECTION 6. Effect of Non-Payment of Assessments; Remedies to the Association. Any assessment not paid within thirty (30) days after the due date shall be in default and shall bear interest from the due date at the rate of 18% per annum. In addition, there shall be a late charge of \$10.00 for any payment not paid within ten (10) days of the due date. The Association may bring an action at law against the owner personally obligated to pay the same or may file a lien against the property and, if not paid within thirty (30) days, foreclose the lien. No owner may waive or otherwise escape liability from the assessment provided for herein by non-use or abandonment of his property.

SECTION 7. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage, purchase money mortgage or any mortgage, whether a first lien or subordinate lien, held by a commercial bank, mortgage company or commercial finance company. The sale or transfer of any property shall not effect the assessment lien; however, the sale or transfer of any property pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien which became due prior to such sale or transfer.

ARTICLE V

Common Areas

The common areas are either described in a plat of the development recorded on the official records of Polk County, Florida, or are deeded to the Association. Those common areas not shown on the plat of the development or not specifically deeded to the Association (e.g., the perimeter wall along the North, Riddle Road, the East, 21 Street and South) Jessie Street) shall be considered deeded to the Association and are elements of the common area. The common areas shall be maintained by the Association for the benefit and enjoyment of all property owners

ARTICLE VI

(4)

Use Restriction

The development shall be occupied and used only as follows:

SECTION 1. Each property shall be used for residential or residential rental purposes only and shall conform to all zoning restrictions imposed by law.

SECTION 2. City owned hangars located at the rear of Lots 1 through 8 are subject to the standard airport lease and use policy of the City of Winter Haven.

SECTION 3. Each owner shall maintain fire, multi-peril and liability insurance in the full insurable value of the owner's premises.

ARTICLE VII

Building Construction

SECTION 1. Construction and elevation drawings are to be reviewed and approved prior to start of any construction by the Board of Directors and conform to all applicable governmental regulations and building codes.

SECTION 2. No flat roofs are permitted on all primary structures. Building height is limited to two (2) stories. Modular or manufactured buildings are prohibited. ?

SECTION 3. Building materials shall be selected from the following:

Roof	Clay Tile
	"Lifetile" or equal
	Metal Roofing of a type and appearance intended to look like Clay Tile roofing material in a color and texture that will blend with other roofs in the community.

A sample of the actual material in the color, finish, texture and appearance of the material to be used shall be provided to the Eagles Landing Home Owners Association Board of Directors in sufficient advance timing to allow the BoD to confirm material will blend with other buildings in the development and approve materials for use.

Walls	Stucco
	Natural Stone
	Rustic Brick
	Cedar
	Redwood

Colors	Earthtones
--------	------------

Yard	Sodded or Seeded
	Landscaped

Driveways And Entrances	Concrete
-------------------------------	----------

ARTICLE VIII

Enforcement

In addition to the lien provided herein for failure to pay assessments, the Board of Directors shall be entitled to impose the following sanctions upon property owners failing to abide by the terms of this Declaration, the By-Laws and the Articles of Incorporation of Eagles Landing of Winter Haven Homeowners Association, Inc.

SECTION 1. Due Process. Prior to imposing any sanctions against any property owner, such owner shall be provided notice at least five (5) days prior to the meeting of the Board of Directors at which the sanctions are imposed, advising such owner of the intention of the Board to impose sanctions and the reasons thereof. The owner shall then be entitled to appear and present such facts or testimony he or she deems appropriate. No formal rules of evidence or procedure will be followed.

SECTION 2. Fines. The Association may, in the discretion of the Board of Directors, levy fines for violations, provided that before levying any fines, the property owner shall have received at least one (1) written warning from the Board. In no event shall any fine exceed one-half of one percent (0.5%) of the assessed value of the property located within the development belonging to the owner being fined, based upon the Polk County Property Appraiser's annual assessment for the previous year.

ARTICLE IX

General Provisions

SECTION 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, including an action for an injunction, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. All legal costs incurred by the Association in enforcing these Covenants, Conditions and Restrictions shall be the responsibility of the property owner guilty of the violation. These costs include court costs, attorneys fees, filing fees, etc., and any other fees incurred in the litigation.

SECTION 2. Severability. The invalidity of any one of these covenants or restrictions by a judgment or a court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Amendments. This Declaration may be amended by duly recording an instrument executed and acknowledged by the President and Secretary of the Association and with the Seal of the Corporation affixed thereto and approved by a two thirds (2/3) vote of the membership. Any amendments to this Declaration which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

(6)

SECTION 4. Subordination. No breach of any of the provisions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the development or any property therein, provided, however; that such conditions shall be binding on any owner whose title is acquired by foreclosure, deed in lieu of foreclosure or trustee's sale or otherwise.

SECTION 5. Duration. This Declaration shall run with and bind the land, and shall inure to the benefit and enforcement of the Association or any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter it shall be automatically extended for additional periods of five (5) years unless otherwise agreed to by a two-thirds (2/3) vote of the membership.

SECTION 6. This Revised Declaration of Covenants, Conditions and Restrictions has been approved by a vote of the membership sufficient for approval at the annual meeting held on 9 February, 2023 and supersedes all prior such Declarations and amendments thereto.

IN WITNESS THEREOF, the President and Secretary of Eagles Landing of Winter Haven Homeowners Association, Inc. have affixed their hands and the Seal of the Corporation has been imprinted hereon, the day and year first above written.





President



Secretary

Sworn and subscribed before me this
28th day of February, 2023,
Roy Glaze + Yvonne Goro personally
appeared before me with identification.
Jana Wasmund

**EAGLES LANDING of WINTER HAVEN HOMEOWNERS'
ASSOCIATION, INC. BY-LAWS**

ARTICLE I - BOARD OF DIRECTORS



**JANA WASMUND
Commission # HH 258984
Expires May 9, 2026**

7
1.1 The Board of Directors shall be composed of five (5) Directors. It shall consist of a President, Secretary, Treasurer and two (2) members-at-large. These officers will be determined by the Board of Directors.

1.2 The term of an elected Director shall be for two (2) years. Each year two (2) or, on alternate years, three (3) shall be elected at the annual meeting by all members present and those absent voting by proxy. The new term shall commence immediately following the annual meeting.

1.3 At the annual meeting there shall be one (1) vote for each property that is regularly assessed and in good standing. Proxy ballots will be distributed only to those persons who have been designated by written and signed proxies that have been delivered to the Association's secretary prior to the annual meeting.

1.4 The Board of Directors shall act as the nominating committee for each succeeding Board of Directors. Additional names may be entered into nomination at the annual meeting by any member of the Association as long as previous consent is obtained from the nominee.

1.5 In cases where there are more than two (2) nominees for two (2) positions, or more than three (3) nominees for three (3) positions, balloting shall be secret with those receiving the largest totals becoming the new Directors. Members will vote for not more than the number of new Directors required. Tie votes will be decided by run-off ballot election.

1.6 The Board of Directors shall meet at least five (5) times per year, preferably in January, March, April, September and November in addition to the annual meeting in February. Additional meetings of the Board of Directors may be called by the President or any two (2) Board members, or by written request to the President of five (5) or more members.

1.7 The Board of Directors shall be charged with the responsibility of overseeing the affairs of the Association as specified in the Covenants, the By-Laws and the Articles of Incorporation. The Board of Directors may appoint any person or committee to oversee any aspect of affairs pertaining to Eagles Landing of Winter Haven Homeowners' Association. Such persons or committees shall report to the Board of Directors.

ARTICLE II - ANNUAL MEETING

2.1 The annual meeting shall be held in the month of February at a time and place determined by the Board of Directors. Notice of the annual meeting shall be given to members at least ten (10) days in advance of the meeting.

2.2 At the annual meeting the Board of Directors shall make a report to the members of the "state" of the Association and advise members of future plans.

ARTICLE III - ASSESSMENTS

3.1 At the annual meeting, a review of assessments shall be made and a determination for the forthcoming year shall be presented to the membership by the Board of Directors.

3.2 Assessments shall be paid in advance on a quarterly basis. Checks should be made to Eagles Landing Homeowners' Association and sent directly to the Treasurer of

the Association.

8

3.3 The Board of Directors is charged with the responsibility of budgeting for, and maintaining a reserve fund.

ARTICLE IV - AMENDING BY-LAWS

4.1 The By-Laws may be amended at a regular or special meeting of the Association by a vote of 66 2/3% of the members, either present and voting in person or by proxy.

ARTICLE V – REGULATIONS

5.1 No noxious or offensive activities on any property will be tolerated, nor will the production of excessive noise.

5.2 No animals of any kind shall be raised, bred or kept on any property with the exception of domestic pets. Owners are responsible for the behavior of their animals at all times, including cleaning up after them. Nuisance dog barking will not be tolerated.

5.3 No operable aircraft shall be stored, nor any aircraft operations conducted on private property by anyone. This does not prohibit kit or hobby construction in a private workshop.

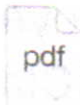
5.4 No aircraft, boat, trailer, recreational vehicle, motorcycle, unused motor vehicle or other similar machine, or parts thereof, may be stored outside on any property for more than seven (7) days except a recreational vehicle and/or boat may be parked temporarily in front of, beside, or behind a residence for purposes of loading, unloading, cleaning, or housing guests for a period not to exceed seven (7) consecutive days.

5.5 All rubbish, trash, garbage or other waste material shall be kept in sanitary containers located in appropriate areas, or temporarily stored in accordance with city waste collection practices.

5.6 Signs displayed to public view on any property should be unobtrusive and in good taste.

Normisler@aol.com, pauline Glaze
randpg@att.net, Rebecca Hurd
bdhurd05@gmail.com, Roy Glaze
roy337@bellsouth.net, Russ Boteilho
russell1771@gmail.com, Sal/Marie Delia
saldee239@aol.com,
spspalmcoast@gmail.com,
SWright0326@gmail.com, thomas Schick
thschick@aol.com, William Nolen
ingotcha@yahoo.com,
wingnut4952@gmail.com,
wyliejohnson45@gmail.com, Yvonne Toro
shortcutsyt@gmail.com

Sorry I did not attach the file, so let's try this again
New declaration Of Covenants, Conditions and Restrictions
Of Eagles Landing



ELHOA Dec...enants.pdf

8.3 MB

From: Shortcuts By Yvonne shortcutsyt@gmail.com
Subject: ELHOA Covenants
Date: Mar 13, 2023 at 9:07:39 PM
To: Anthony Rizzo tony.rizzo1@comcast.net,
Betty Latham betlatham@gmail.com, Beverly
bevlerner@tampabay.rr.com,
c2sleigh@gmail.com, Carol Churchill
Cchurchill60@yahoo.com, Curt Stoltz
Chesair@gmail.com, Deb Spraggins
looneybinquilting@gmail.com, Dennis/Janeen
Kochan jdkochan@aol.com, Dick Creswell
romeocharlie@juno.com, Earle Richardson
earle@earletech.com, Elise Isler
singholley@aol.com, Everett/Betty Williston
n115ww@aol.com, Faye Gehring
msflyifr@aol.com, Gagik Seyranyan
gagik@mail.com, gardeb87@gmail.com,
Gemma Oyaski goyaski@gmail.com,
gregoryperritt@gmail.com, Harris/Ellen
Nickerson enickerson65@yahoo.com, Jacci
Rizzo jacci.rizzo@comcast.net, Jeffrey/Kim
Denning denning@gsinet.net, Kelley Clark
kelleysclark@icloud.com, Kim husch
Huschk@yahoo.com, Lorraine Boteilho
lorrib177@gmail.com, lyn Moore
b47lyn@gmail.com, Matthias Briel
flying.impulse100@yahoo.com,
mike@lanceaviation.com, Mitch/Pam Edwards
edwardsgrading@yahoo.com, My LOVE ❤️
ralpht02@gmail.com, Niki Suri
bobgriffithiii@aol.com, NORM ISLER