

11. "The Eagles Utility Company" shall mean the Florida corporation which is the owner of the sewer and water utility company which shall supply sewer and water services to the owners as permitted under its franchise issued by Hillsborough County. Notwithstanding any and all provisions of this Declaration, the utility company shall have all rights of ingress and egress to all real estate covered by this Declaration as may be reasonably necessary to carry out its obligations as a utility company under its franchise and the law.

12. "Lot or Parcel" shall mean a portion of real property separately described on a plat of the subdivision or development known as ST. ANDREWS AT THE EAGLES, INC., UNIT 1 AND UNIT 2.

13. "Master Association" shall mean The Eagles Master Association, Inc., a Florida corporation which has been created in conjunction with the Declaration of Covenants, Restriction and Easements for The Villages of the Eagles.

14. "Occupant" shall mean the occupant of a home who shall be the owner, the leasee, or their respective guest or licensee.

15. "Owner" shall mean the fee simple title holder of any home lot or parcel, whether one or more persons or entities.

16. "Property" shall mean all of the real and personal property subject to this Declaration. The real property is described in the plat for ST. ANDREWS AT THE EAGLES, INC., UNIT 1 AND UNIT 2, recorded in Plat Book 72, Page 33, et seq., Public Records of Hillsborough County, Florida.

17. "Rules and Regulation" shall mean the rules, regulations, and policies which are adopted under the authority hereof and incorporated into this Declaration by reference, and as may be further adopted and amended by the Board from time to time by resolution duly made and carried.

18. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the directors to the Board of Directors of the Association. The transfer date shall occur 120 days after the Developer has closed the sales of all of the total home lots contemplated by the general plan of the development of ST. ANDREWS AT THE EAGLES, INC., or after the Developer elects to relinquish its control of the Association whichever shall occur first.

19. "ST. ANDREWS AT THE EAGLES, INC." shall mean the property platted as ST. ANDREWS AT THE EAGLES, INC., UNIT 1 AND UNIT 2, and recorded in the Public Records of Hillsborough County, Florida.

action by another owner, any expense arising therefrom shall be borne solely by such wrongdoer. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the common areas shall be borne by the utility or service company.

ARTICLE VII
ASSOCIATION EXPENSES, METHOD OF DETERMINING
ASSESSMENTS AND MAINTENANCE OF EXTERIOR AREAS

1. The costs and expenses incurred by the Association with regard to the operation, maintenance and repair of common areas shall be Association expenses. The costs and expenses incurred by the individual lot or parcel owners for water, sewer, waste collection shall be paid by the owners. The costs and expenses assessed by ST. ANDREWS AT THE EAGLES, INC. against the lot or parcel owners or the Association shall be collected from the lot or parcel owners as an Association expense. Common area expenses and the ST. ANDREWS AT THE EAGLES, INC. assessments shall be payable to the Association on an equal basis by all lot or parcel owners.

2. To defray the Association expenses, there is hereby imposed upon each lot and its owner, the affirmative covenant and obligation to pay to the Association; and upon the Association the obligation to assess, collect and expend the Association's expenses and those expenses hereafter set forth;

A. Taxes. All taxes, if any, levied or assessed upon the common areas, by any and all taxing authorities, including all taxes, charges as assessments, imposition and liens for public improvements, special charges and assessments.

B. Utility Charges. All charges levied for utility and other services to the common areas and roadway improvements, whether supplied by a private or public firm including without limitation all charges for water, gas, electricity, irrigation and any other type of utility or service charge.

C. Insurance. The premium on any policy or policies of insurance required under Article X hereof, together with the costs of such other policies of insurance, as the Board shall determine to be in the best interest of the Association.

D. Fidelity Coverage. The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents, and employees of the Association and all other persons who handle or are responsible for handling of the Association.

E. Maintenance, Repair and Replacement. All expenses necessary to (a) maintain all common areas, including such expenses as grass cutting, trimming, sprinkling and

the like, and (b) keep, maintain, repair and replace any and all improvements, fixtures and equipment upon such areas in a manner consistent with the structure and improvements contained therein, the covenants and restrictions contained herein, and all orders, ordinances, rules and regulations of any and all federal, state and county governments having jurisdiction thereof, as well as the Statutes and laws of the State of Florida and the United States.

F. Optional Expenses. The costs of administration for the Association, including any secretaries, bookkeepers, and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expanded in providing services or collecting sums owed by a particular lot. In addition, the Association may retain a managing company or contractors to assist in the operation of ST. ANDREWS AT THE EAGLES, INC. and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.

G. Indemnification. The costs to the Association to indemnify and save harmless The Eagles, Ltd. from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the common areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses The Eagles, Ltd. may be compelled to incur and bring suit for the purpose of compelling this specific enforcement of the provisions, conditions, covenants and restrictions, contained in the Declaration to be kept and performed by the Association and / or the owners, including the payment of Association expenses.

H. Special Assessments. Any special assessment that shall be levied to defray (a) extraordinary items of Association expense other than those contemplated by capital contribution; and (b) such other Association expenses determined by the Board to be payable by the Association and which are not inconsistent with the terms of this Declaration, the Articles of Incorporation or the Bylaws.

I. St. Andrews At The Eagles, Inc. All expenses of owners or the Association for the maintenance and repair of the common areas of ST. ANDREWS AT THE EAGLES, INC. and the enforcement of these restrictions shall be due and payable to the Homeowners' Association. Said expenses to be assessed to the lot or parcel owners and to be paid through the Association in accordance with the Declaration of Covenants and Restrictions for ST. ANDREWS AT THE EAGLES, INC..

3. Method of Determining Assessments. The "assessments" (as hereinafter defined) for Association expenses shall be levied and paid for as follows:

A. It is hereby declared and all owners and the Association agree that the

3. Public Liability Coverage. The Association may obtain Public Liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against.

4. Fidelity and Bond Coverage. The Association may obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such bonds, if obtained, shall be in an amount equal to at least one hundred percent (100%) of three months operating expenses of the Association and shall contain waivers of any defenses based upon the exclusion of persons serving without compensation.

5. All insurance shall be issued by a company authorized to do business in the State of Florida.

6. The named insured shall be the Association individually and as trustee for owners covered by the policy without naming them, and shall include Institutional Mortgagees who hold mortgages upon property covered by the policy whether or not the mortgagees are named. The Board may authorize an "Insurance Trustee" to maintain the policies and receive any proceeds of such policies.

7. Premiums on policies purchased by the Association shall be paid as an Association expense. The Association will furnish evidence of premium payment to each mortgagee upon request.

8. The Association is irrevocably appointed agent for each owner and for each mortgagee or other lienor of a lot, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE IX ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. All assessments for Association Expenses, including special assessments for same, and all installments thereof, (collectively, the "assessments"), with interest thereon at the highest rate allowed by law and costs of collection, including reasonable attorney's fees at trial level, appellate level, or otherwise, are hereby declared to be a charge and a continuing lien upon the lot against which such assessments are made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorney's fees, shall be the personal obligation of the person, person's or entity owning the lot assessed. Said lien shall be effective only from and after the time of recordation amongst the

Public Records of Hillsborough County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgage obtains title to a lot as a result of a foreclosure of mortgage or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of assessments pertaining to such lot or chargeable to the former owner which become due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments and recorded prior to the recordation of a mortgage. Such unpaid share of assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectible from all other lots, as the necessity arises in the discretion of the Board.

2. In the event any owner shall fail to pay assessments or any installment thereof charged to the owner's lot within fifteen (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law:

A. To accelerate the entire amount of any assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of said owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses because of said owner, together with interest at the highest rate allowable by law, such advance or loan may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

D. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs and attorney's fees without waiving any lien rights and / or rights of foreclosure by the Association.

ARTICLE X ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by The Eagles, Ltd., the Association, the Master Association, The Developer or any individual and should the party seeking enforcement be the prevailing party then the person against whom enforcement has been sought