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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CEDAR HAMMOCK GOLF & COUNTRY
CLUB AND THE ARTICLES AND BYLAWS OF CEDAR HAMMOCK GOLF &
COUNTRY CLUB, INC.**

THE UNDERSIGNED being the President of CEDAR HAMMOCK GOLF & COUNTRY CLUB, INC., a Florida non-profit corporation, do hereby certify that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions Condominium originally recorded in O.R. Book 2594, Page 2141 et seq. of the Public Records of Collier County, Florida, and amendment to the Articles of Incorporation and Bylaws of Cedar Hammock Golf & Country Club, Inc., were duly approved, adopted and enacted by the affirmative vote of the required percentage of members at a meeting called for that purpose at which a quorum was present held on the 13th day of April, 2015.

Dated this 28TH day of April, 2015.

WITNESSES:

(Sign) Lawrence H. Matthews

**CEDAR HAMMOCK GOLF &
COUNTRY CLUB, INC.**

(Print) Lawrence H. Matthews

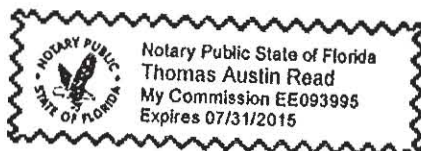
(Sign) Philip Brown

BY: Jerald Jacobson
President of the Association

(Print) Philip Brown

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 28TH day of April, 2015 by JERALD JACOBSON, as President of CEDAR HAMMOCK GOLF & COUNTRY CLUB, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.



NOTARY PUBLIC:
Thomas Austin Read
STATE OF FLORIDA (SEAL)

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS
AND RESTRICTIONS FOR
CEDAR HAMMOCK GOLF & COUNTRY CLUB**

NOTE: THE FOLLOWING IS A SUBSTANTIAL AMENDED OF THE ENTIRE DECLARATION. SEE ORIGINAL DECLARATION FOR COMPARISON.

KNOW ALL PERSONS BY THESE PRESENTS that on September 23, 1999 the original Declaration of Covenants, Conditions and Restrictions was recorded in Official Record Book 2594, at Page 2141 *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter the "Property") is legally described in Exhibit "G-1" as amended to the original Declaration and said description as amended is incorporated herein by referenced and renamed Exhibit "A"

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

1. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, unless the context clearly requires another meaning.

1.1 "Architectural Review Committee" or "ARC" means the Architectural Review Committee as established and empowered in Section 6 of this Declaration.

1.2 "Army Corp of Engineers Permit" means Permit No. 199801232 (IP-MN) dated May 21, 1999, issued by the Army Corp of Engineers, as amended from time to time.

1.3 "Assessment" or "Assessments" means a share of the funds required for the payment of expenses of the Club which from time to time is assessed against the members, including without limitation annual assessments and special assessments as authorized by Section 9 of this Declaration.

1.4 "Board" means the Board of Directors of Cedar Hammock Golf & Country Club, Inc.

1.5 **“CDD”** means and refers to any Community Development District, as defined in Chapter 190, Florida Statutes, established for the purpose of constructing, owning and maintaining property or facilities in the Community.

1.6 **“CDD Property”** means any and all property and improvements thereon which the CDD owns, maintains, or operates, or controls any combination of the foregoing, or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, as amended, and the documents establishing the CDD.

1.7 **“Cedar Hammock Golf & Country Club”** is the name of the Community.

1.8 **“Club”** means Cedar Hammock Golf & Country Club, Inc., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida, and its successors and assigns.

1.9 **“Community Common Areas”** means any and all real property and improvements within the Community owned by, leased to, or dedicated to the Club for the use and benefit of some or all of its members, as legally described in Exhibit “(A),” as amended from time to time.

1.10 **“Community”** means all real property comprising Cedar Hammock Golf & Country Club, and the improvements thereon.

1.11 **“Conservation Area”** means the wetland preserve areas and the upland preserve areas, or both, whether within the Community or without, as described in Exhibit “A” to this Declaration.

1.12 **“County”** or **“the County”** means Collier County, Florida.

1.13 **“Family”** means one adult natural person residing in a Living Unit, that person’s spouse or companion, if any, and their unmarried children who regularly reside with them, if any.

1.14 **“Governing Documents”** means this Declaration, and the Articles of Incorporation and Bylaws of the Club, and Board adopted Rules all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Governing Documents, the order of priority shall be the same as the order in which they are named in this Section 1.16.

1.15 **“Guest”** means a person who is physically present in or occupies a Living Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.16 **“Institutional Mortgage”** means:

(A) a lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a

pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

1.17 "**Lands**" means the real property described in Exhibit "A" to this Declaration, as it may be amended from time to time.

1.18 "**Lease**" when used in connection with a Living Unit, means the grant by the owner of the Unit of a temporary right to reside in the Unit, for valuable consideration.

1.19 "**Living Unit**" or "**Unit**" means any residential structure, including a single family detached or attached dwelling unit or condominium unit, located within the Community and intended for use by one family as their place of residence. If a Living Unit is a free-standing or attached single family home or villa located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.20 "**Lot**" means one or more of the platted portions of land into which parts of the Community have been subdivided, upon each of which a single Living Unit has been, or is intended to be, constructed. It is synonymous with the word "parcel" as used in Section 720.301 Florida Statutes. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon."

1.21 "**Member**" means a person who is entitled to membership in the Club, as provided in the Governing Documents. Membership is mandatory for the owners of all Lots and Living Units.

1.22 "**Neighborhood**" means a condominium, a group of single family homes or villas, or any other residential sub-area development within the Community designated as such, where all the Lots and Living units are subject to the same recorded declaration of neighborhood covenants.

1.23 "**Neighborhood Association**" means a condominium association, an incorporated homeowners association as defined in Section 720.301, Florida Statutes, as amended from time to time, or any other incorporated mandatory membership property owners association operating a Neighborhood in the Community, or operating facilities or property serving two or more Neighborhoods.

1.24 "**Neighborhood Common Areas**" means that real property, including any improvements thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its members. If the Neighborhood is a condominium, the term

includes the common elements of the condominium and any real property owned by the condominium association.

1.25 "**Neighborhood Covenants**" means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods to the exclusion of all others, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association, all as amended from time to time.

1.26 "**Occupy**" when used in connection with a Living Unit, means the act of using a living Unit as one's place of residence for two (2) or more consecutive days. An "**Occupant**" is one who occupies a Living Unit, other than the owner or his family as defined above.

1.27 "**Owner**" means the record owner of legal title to any Lot, Living Unit or Tract.

1.28 "**PUD**" means and refers to Planned Unit Development project, created by Collier County Resolution Ordinance 98-115, as adopted by the Board of County Commissioners of Collier County, Florida, on December 21, 1998, as amended from time to time.

1.29 "**Rules and Regulations**" means the administrative regulations governing use of the Community Common Areas, Living Units and procedures for operating the Club, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.30 "**SFWMD**" means South Florida Water Management District, Environmental Resource Protection Permit No. 11-01683-P, dated May 13, 1999, and the Water Resource Permit No. 11-01711-W, dated June 10, 1999, as amended from time to time.

1.31 "**Service Assessment**" means a charge against one or more Lots or Living Units for any service, material or combination thereof which may be provided by the Club for the use and benefit of the owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Club on behalf of the owners accepting or receiving such material or amount paid or incurred by the Club on behalf of the owners accepting or receiving such material or service shall be a service assessment against the Lots or Living Units so benefited. An owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

1.32 "**Structure**" means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment and storage sheds.

1.33 "**Tract**" means any and all platted portions of the Community other than the Lots and Parcels.

1.34 “Voting Group” means a group of members who are entitled to vote in the election of one (1) or more Directors of the Club, as more particularly described in Section 11.6 of this Declaration.

1.35 “Voting Interests” means the arrangement established in Section 2 of the Bylaws of the Club by which certain classes of members are entitled to vote in the affairs of the Club.

1.36 “Voting Representative” means the representative selected by each Neighborhood Association to be responsible for casting votes of Units in the Neighborhood in all Club matters other than the election of Directors.

1.37 “Water Management Permit” means Permit No. 11-01683-P, issued by the SFWMD, dated May 13, 1999, which permit provides for the maintenance of the Community’s surface water management system.

2. GENERAL DEVELOPMENT PLAN. The Community is a Planned Unit Development (“PUD”), comprising at least 418.8 acres of land in Collier County, Florida. The development includes an 18 hole golf course and country club, together with seven hundred ninety-nine (799) single and multiple family dwelling units.

2.1 Community Development District.

(A) Establishment, Powers. Cedar Hammock Golf & Country Club is part of a Community Development Districts, as defined in Chapter 190, Florida Statutes (“CDD”), which does include all of Cedar Hammock Golf & Country Club, and may also include property in addition to this Community. The CDD provides and operates a certain urban infrastructure facilities and services and has the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The term “assessments” as used in this Section 2.2 refers to assessments defined in Chapter 190, Florida Statutes (1997), not as defined in Chapter 720, Florida Statutes, or this Declaration. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities, including without limitation, roads, water and sewer, irrigation, water management, street lighting, parks and facilities for indoor and outdoor recreational, cultural and educational uses.

(B) Taxes and Assessments. A CDD IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTIES WITHIN THE CDD. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE CDD, AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A

SEPARATE TAX OR ASSESSMENT AND ARE PAYABLE DIRECTLY TO THE COLLIER COUNTY TAX COLLECTOR. THEY ARE NOT PART OF THE COMMON EXPENSES OF THE CLUB. THE TAXES AND ASSESSMENTS OF THE CDD MAY CONSTITUTE A LIEN UPON THOSE PORTIONS OF THE PROPERTIES THAT ARE WITHIN THE CDD.

(C) Issuance of Bonds. The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bonds is funded by ad valorem taxes on all the taxable property within the CDD, or by the imposition of rates, user fees, special assessments, or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

(D) Collier County Water-Sewer District. The Water-Sewer District of Collier County (“County”) is the permanent water, sewer and irrigation service provider within the Community.

(E) Maintenance Agreement. The CDD may enter into an Agreement with the Club requiring the Club to perform some, if not all, of the CDD duties related to maintaining certain CDD Property.

(F) Board of Supervisors. The functions, duties and powers of the CDD shall be managed and exercised by a Board of Supervisors consisting of at least five (5) supervisors.

3. THE CLUB’S PURPOSES AND POWERS. The primary purposes of the Club, by and through the Board of Directors, are to hold title to, operate and maintain the Community Common Areas of Cedar Hammock Golf & Country Club, including without limitation the golf course, clubhouse and related recreation facilities within the Community; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Club, by and through the Board of Directors, is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Club, by and through the Board of Directors, shall operate, insure, maintain and repair all property and related improvements designated as Community Common Areas, regardless of whether legal title to that property has been formally conveyed to the Club. The Club, by and through the Board of Directors, shall also accept the transfer of all permits, and assume responsibility for maintenance and monitoring of on-site and off-site wetland preserve areas pursuant to the Conservation Easements recorded in Book 2605, at Page 698 *et seq.*, of the Public Records of Collier County, Florida, and for all permitting requirements issued by governmental agencies.

3.1 Community Common Areas. The Club shall operate maintain and hold record title to the Community Common Areas as described in Exhibit “ (A),” as amended from time to time. The Community Common Areas are all portions of the Community that are not CDD Property, and that are not part of a Neighborhood. Community Common Areas include, but are not limited to, all swimming pools that are not part of a Lot, certain roads not within Neighborhood Common

Areas or the CDD, the clubhouse, golf course, maintenance facilities, golf cart facility and pro shop, fitness center, meeting rooms, cabana, spa, aqua range, postal facility, four (4) tennis courts and tennis pro shop, if any, and related facilities. The Club and/or the CDD shall also maintain environmental habitat and preservation areas, surface water drainage and management systems, and entranceways. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Community Common Areas consistent with the Governing Documents. Use of Community Common Areas shall be available to all members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Community Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units. The Club shall have, without limitation, the following powers:

(A) To exercise the rights more particularly described in Section 4.3 below.

(B) The Board of Directors may determine whether and to what extent public use of the golf course and other Club facilities will be allowed.

(C) To lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, snack bar, pro shop or other facility on the Community Common Areas to a third party.

(D) To restrict or prohibit the recovery of lost golf balls on and around the golf course and in water hazards and to sell or assign the exclusive right to do so to commercial enterprises.

(E) To restrict or prohibit use of the cart paths, and the golf course generally, for jogging, cycling, walking pets or other activities not directly related to the playing of golf.

(F) To enter into Agreements with the CDD for the maintenance and operation of CDD Property.

3.2 Manager. The Club, acting through its Board of Directors, may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Club shall determine to be necessary or desirable.

3.3 Personal Property. The Club may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 Insurance. The Club at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 12 below. The Club additionally shall cause all persons with access to Club funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 Express and Implied Powers. The Club may exercise any rights, powers or privileges given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6 Acts of the Club. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Club may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Club have a fiduciary relationship to the Club and its members. A member does not have the authority to act for the Club by reason of being a member.

3.7 Member Approval for Certain Litigation. Notwithstanding any other provisions of the Governing Documents, the Board of Directors shall be required to obtain the prior approval of at least a majority of the voting interests of the Club prior to commencing any lawsuit, other than for the following purposes:

- (A) Collection of assessments;
- (B) Collection of other charges which members are obligated to pay;
- (C) Enforcement of the Governing Documents;
- (D) Enforcement of the rules and regulations of the Club;
- (E) In an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Club or its members; or
- (F) Filing a compulsory counterclaim.

3.8 Articles of Incorporation. The Articles of Incorporation of the Club are attached as Exhibit "B."

3.9 Bylaws. The Bylaws of the Club shall be the Bylaws attached as Exhibit "C" as they may be amended from time to time.

3.10 Official Records. The official records of the Club, as defined by Chapter 720, Florida Statutes, as amended, shall be maintained within the State of Florida and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Club of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Club may adopt reasonable written rules governing the frequency, time, locating, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Club shall maintain an adequate number of copies of the Governing Documents, to ensure their availability to members and to prospective purchasers,

and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 Polling Places. Accommodation may be made for the future use of building space within the Community Common Areas for the purposes of accommodating the function of an electoral polling place.

3.12 Treated Effluent. The Club and its successors or assigns and the CDD may negotiate an agreement with an effluent supplier for the use of treated sewage or effluent within the project for irrigation purposes of the golf course and throughout the subdivision, including all Community Common Areas, Neighborhood Common Areas, Lots, Units and condominium common element properties. All owners within Cedar Hammock Golf & Country Club, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Community Common Areas and Lots with treated effluent from an approved treatment plant with a current operating permit from Areas and Lots with treated effluent from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. The cost of such treated effluent and all administrative, operational, maintenance and support costs related to it, are Community Common expenses of the Club, unless dedicated to the CDD.

3.13 Hurricane Preparedness. It shall be the responsibility of the Club to establish and maintain an educational program for hurricane preparedness. The program must, at a minimum, consist of annually describing to the residents the risks of hurricane hazards and actions to mitigate the dangers that these hazards present.

4. CLUB MEMBERSHIP VOTING RIGHTS. The owner of record legal title to every Lot or Living Unit within the Community shall be a Golf member of the Club as further defined in Section 4.1 below. Golf membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of members shall be set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Club.

4.1 Class of Membership. The Club has one (1) class of voting membership, and at least one (1) class of non-voting membership, as follows:

(A) **Golf Members.** Golf members shall be all owners of Lots or Living Units within the Community. Golf members shall have full rights of use in the Community Common Areas and facilities, including full golfing privileges. The actual number of Golf membership interests created is seven hundred ninety-nine (799), and will be no more than seven hundred ninety-nine (799). Except for temporary delegations as provided in Sections 4.1 (B) and 4.4 below, a membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit to which a Golf membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his property. A member's rights to use the golf course and other recreation facilities shall be limited as set forth in this Declaration and in the Bylaws. Any attempt to

separate the Golf membership from the interest in real property upon which it is based shall be null and void.

(B) Interim Members. The Board shall have a right, but not the obligation, to authorize an unlimited number of Interim members who are not owners or residents of the Community, and who shall have no voting rights. While in good standing, such members have the right to enjoy the social and recreational facilities appropriate to their membership class. To remain in good standing, such members shall be obligated to timely pay all charges and annual dues in the amount established by the Board of Directors. Such memberships shall be good for not more than one (1) year at a time, and may, upon expiration of any one-year term, be terminated at the discretion of the Board of Directors, with or without cause.

4.2 Use of the Golf Course. The owners of each Lot or Living Unit are entitled to one and only one (1) Golf membership. Use rights in the golf course for each such membership shall be limited to the persons comprising one (1) "family." For purpose of this Section 4.2 only, "family" means one natural person, or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to golf privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own (i.e., grandchildren of the member); and (d) said children reside with the owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more person who are not a "family" as described above, or is owned by an entity which is not a natural person, the owner shall be required to select and designate one (1) family as defined above to utilize the golf membership. The Club may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit. The foregoing notwithstanding the Board has the authority, in its sole discretion, to implement policies and regulations regarding the priority and availability of tee times and the awarding of playing points or other mechanisms that encourage broader use of the golf course and enhance the communal good will such authority includes but is not limited to establishing days, times and circumstances when no playing points will be imposed.

4.3 Association Rights and Easements. Members in good standing have the non-exclusive right to use the Community Common Areas subject to:

(A) The right of the Club, by and through its Board of Directors, to adopt an annual budget of common expenses and to determine the annual assessments to be paid by members;

(B) The right of the Club, by and through its Board of Directors, to charge any admission, use, or other fees for any Community Common Areas as the Board may deem appropriate. The fees may be higher for non-owners than for owners;

(C) The right of the Club, by and through its Board of Directors, to suspend a member's right to use Community Common Areas for the period during which any assessment or charge against the member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Club's rules and regulations.

(D) The right of the Club, by and through its Board of Directors, to grant easements over, across or through the Community Common Areas;

(E) The right of the Club, by and through its Board of Directors, to open the Community Common Areas, including the golf course, for use by non-members of the Club, or non-owners;

(F) The right of the Club, by and through its Board of Directors, with the prior assent of a majority of the voting interests of the Club, to borrow money for the purpose of improving the Community Common Areas, and in aid thereof, to mortgage Common Areas;

(G) The right of the Club, by and through its Board of Directors, to take such steps as it deems reasonably necessary to protect the Community Common Areas;

(H) The right of the Club, by and through its Board of Directors, to close or restrict access to the golf course or other Community Common Areas for limited periods of time to conduct special events;

(I) The right of the Club, by and through its Board of Directors, to regulate parking and traffic on the private roads within the Community, including without limitation the use of security and traffic-calming devices such as access gates or speed bumps;

(J) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Club; and any rules and regulations governing use and enjoyment of the Community Common Areas adopted by the Club;

(K) The right of the CDD to exercise and enforce any and all powers granted by Chapter 190, Florida Statutes; and

(L) The right of the Club to dedicate or transfer ownership or control of all or any part of the Community Common Areas to a CDD or any other governmental agency, public authority, or utility.

4.4 Delegation of Use Rights in Community Common Areas. Guests accompanied by a Golf member shall have the right to use the Community Common Areas, but only to the extent provided in Section 2.6 of the Bylaws, or in the Club's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such

delegation. Each member shall be financially and legally responsible to the Club for the actions and debts to the Club of any person to whom the member has delegated his right to use the Community Common Areas. The member may not delegate the obligation to pay Club assessments. Upon the lease of a Lot or Living Unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a member delegates his privileges to a tenant residing in his Living Unit, the member shall not be entitled to use the facilities, except as a guest of another Golf member, during the period of the delegation.

4.5 Separation of Ownership. The ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who is not a record legal title to at least one Living Unit, Lot, or Tract hold Golf membership in the Association, except as provided for in Section 4.1 (D) above.

4.6 Credit. The Club may implement a policy of not accepting cash payments, and may require that each member and resident guest open an account with a nationally recognized credit card, to which all purchases of goods and services from the clubhouse, pro shop, dining room and other facilities may be charged.

4.7 Minimum Purchases. The Club may implement a policy that requires each Golf member to purchase at least a minimum amount of food and/or beverages from the Club, or be billed for the minimum amount.

5. GENERAL COVENANTS AND USE RESTRICTIONS. The Community may be used for those purposes provided in the PUD. The Club reserves the right and the power to assign and reassign various land uses within the Community in accordance with the PUD, or any amendments thereto, and where reasonably necessary and advisable, to inaugurate and implement variations from, modifications to, or amendments of the PUD and any other governmental plans, land development regulations, development orders and development permits applicable to the Community, so long as the Club maintains and preserves the overall general scheme of the Community.

5.1 Subdivision and Regulation of Land. No Lot or Living Unit may be divided or subdivided without the express written consent of the Club, or the CDD. No owner or Neighborhood Association shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the PUD or any other governmental plans, land development regulation, development orders or development permits applicable to the Community, or to any Lot, Tract or Parcel, without the prior written approval of the Club, which approval may be denied at the sole discretion of the Club. Nothing herein is intended to prohibit judicial partition of a Lot, Living Unit, Tract or Parcel owned by two or more persons.

5.2 Surface Water Management Systems, Lakes, and Wet Retention Ponds. The Club or the CDD shall be responsible for maintenance of all surface water management systems, ditches, canals, lakes, and water retention ponds in the Community.

(A) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an owner or Neighborhood Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Club or the CDD.

(B) No owner, Neighborhood Association or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Club, or any appropriate governmental agency, (including the CDD) that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(C) No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the SFWMD, the CDD and the Club. No person other than the CDD, or the Club may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(D) All Stormwater Management Systems and Conservation Areas, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the Club or the CDD. The Club and/or the CDD may enter any Lot, Tract, Parcel or Neighborhood Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost shall be an expense of the Club or the CDD. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(E) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Stormwater Management Systems or Conservation Areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including South Florida Water Management District.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER ENVIRONMENTAL RESOURCE PERMIT. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE ENVIRONMENTAL RESOURCE PERMIT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE CDD OR THE CLUB WILL BE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE ENVIRONMENTAL RESOURCE PERMIT ISSUED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT, WHICH MAINTENANCE WILL BE

MAINTAINED TO THE GREATEST DEGREE LAWFUL BY THE CLUB OR THE CDD.

5.3 Conservation Areas. The Club or the CDD shall be responsible for the continuous implementation, management, maintenance, monitoring and reporting of the Management Plan adopted by the U.S. Army Corps of Engineers, Permit No. 11-01683-P. No person shall undertake or perform any activity in Conservation Areas described in the approved permits and Plats of the Community, or remove native vegetation that becomes established within the Conservation Areas. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting.

5.4 Open Space. Any land subject to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area, or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Club, a CDD, or to a Neighborhood Association, the Club, CDD or Neighborhood Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

5.5 Lawns, Landscaping; Irrigation Systems. Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or parking facilities shall be maintained by their owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass or landscaping. Certain areas determined by the Developer, a CDD or under the PUD shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the owner. Lawns must be regularly cut and mulched areas regularly re-mulched. The main irrigation line may be owned by the CDD and shall be the responsibility of the CDD or the Club. The components of the irrigation system serving each individual Neighborhood Common Area, including but not limited to the tap into the main line, timers, switching devices and heads shall be the responsibility of the Neighborhood Association or the Lot owner, unless required to be maintained by the CDD, in which case the Neighborhood Association or Lot owner shall be responsible for the sprinkler heads. Each owner of a Lot shall be required to tap into the Community's irrigation system, and the cost of such tap will be at the expense of the Lot owner, payable to the Club or its assigns. The Club or the CDD shall have the right, at its sole discretion to adopt a schedule of irrigation times and duration of irrigation, subject to intervention by the SFWMD. The CDD or the Club may also be responsible for irrigation of certain highway medians not owned by it, and the cost shall be an expense of the CDD, and if not the cost shall be a common expense of the Club. The Club shall care for vacant or unimproved Lots within the Community and clear tall grass, undergrowth, weeds and rubbish therefrom, and do any other

things and perform any labor necessary or desirable in the judgment of the Club to keep the Lot in good order.

5.6 Maintenance of Premises. High weeds, thick underbrush, high grass or other unsightly vegetation shall not be permitted to grow or remain upon any Lot or Neighborhood Common Area, except in Conservation Areas and other areas designated by the CDD or the PUD to remain in a natural state. No refuse or waste shall be allowed to be placed or suffered to remain upon any Lot or Neighborhood Common Area. If an owner or Neighborhood Association permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days notice by the club, the Club shall have the right to enter upon the premises and make such corrections and shall charge the owner or Association for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Lot or Neighborhood Common Area. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe, and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. Provisions under this section are intended to obligate the Club and/or the CDD to maintain all streets, roads and thoroughfares and other open areas within the subdivision.

5.7 Sidewalks. The Club may construct sidewalks in various locations within the Community. The Club hereby reserves an easement as depicted on the plat for the purposes of constructing and maintaining sidewalks intersecting and traversing over individual lots for the purposes of pedestrian walking and bicycle access. Driveway cuts and the construction of the driveways must be done in accordance with plans and specifications approved by the Club.

5.8 Litter. In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters, and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

5.9 Walls, Fences, Hedges, etc. Unless first approved in writing by the ARC, no wall, fence, hedge, or other divider shall be constructed or maintained at a height of more than six feet above the ground level of any adjoining Lot or Neighborhood Common Area. No wall, fence, or hedge shall be constructed on any Lot or Neighborhood Common Area unless its height, length, type, design, composition, material and location shall have first been approved in writing by the ARC. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the Club's Board of Directors, whose decision shall be final. Approval may not be given for the construction of any wall or fence which materially interferes with the water view or golf course view directly behind one's Lot or Living Unit.

5.10 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another surface approved by the Club. Maintenance and repair of all driveways, parking and other paved facilities (except driveways serving only one single family home) shall be the responsibility of the Club (if located in the Community Common Areas) or

the responsibility of the Neighborhood Association (if located in a Neighborhood Common Area). Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

5.11 Color. No exterior colors shall be permitted on any structure that, in the judgment of the ARC, would be inharmonious, discordant, or incongruous with the Community or a particular Neighborhood. The exterior color and design of structures shall be as approved by the ARC, and any changes must also be approved by the ARC.

5.12 Underground Utilities. Lines or wires for communications or the transmission of electric current shall not be constructed, or placed, or permitted to be placed within the Community Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by the ARC. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above the surface of the ground, except hoses and moveable pipes used for irrigation purposes.

5.13 Potable Water Supply; Wells; Water Rights. Each Living Unit shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to the Community. No owner may install or operate a private well. The Club, its heirs, successors or assigns shall have the exclusive right to develop and utilize the ground and surface water resources of the Lands for any legal purpose, including the transport and use of such waters beyond the Lands and the conveyance of any Lot or Living Unit by the Club does not include right to develop or utilize any ground water or sub-surface water resources within such Lot or Living Unit.

5.14 Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected without the prior written permission of the ARC. No tent, trailer or temporary structure other than those used for construction activities shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the ARC.

5.15 Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or devise of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended from time to time, promulgated under the federal Telecommunications Act of 1996, as amended from time to time. The Club shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Club may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.

A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the ARC. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment.

5.16 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association.

5.17 Clothes Drying Area. Outdoor clothes drying areas are not allowed unless the location and design are approved in writing by the Club.

5.18 Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by the ARC. Except as initially installed or approved, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which is in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Community Common Areas or any part thereof, without the approval of the ARC. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Community, shall be allowed.

5.19 Air Conditioners. Wall or window air conditioning or heating units are not permitted.

5.20 Solar Collectors: Roof Vents. Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier,

5.21 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows and on motor vehicles. The Board of Directors shall have the right to erect signs as they, in their discretion, deem appropriate. If any sign is erected in violation of this provision, the Club, or any Neighborhood Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of up to \$100.00/day for each day's violation and suspend the violator's use privileges of the Community Common Areas. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property owner. One (1) sign issued by a security alarm company may be placed within ten (10') feet of the front and rear entrance to the Living Unit.

5.22 Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.

(A) No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business.

(B) No boat, trailer, semitrailer, or house trailer of any kind, camper, mobile home, motor home, bus, truck, truck camper, pick-up truck or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Community unless it is kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport shall not be deemed a structure. House trailers, semitrailers, campers, buses, motor homes, mobile homes, truck campers, and the like are permitted to be parked in the Community for loading and unloading purposes only, and then for a maximum of 12 hours. Parking for longer periods of time may be permitted, only with the prior written approval of the Board. Local Neighborhood Associations are responsible for enforcement unless the vehicle is on Club property or the Neighborhood Association has failed or refused to enforce the restrictions.

(C) No motor vehicle shall be parked anywhere other than on paved or other areas designated for that purpose, or in garages. Parking on lawns or landscaped areas is prohibited.

(D) No motor vehicle shall be used as a domicile or residence, either permanent or temporary.

(E) Paragraphs (A) through (D) shall not be deemed to prohibit any temporary facility permitted by Section 5.14 above.

(F) Any vehicles parked in violation of this Section 5.22 shall be subject to being towed away at the owner's expense.

5.23 Living Units; Residential Use. Each Living Unit shall at any time be occupied by only one family, its servants and guests, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any Living Unit, nor may the name of the Community or the address of any Living Unit be publicly advertised as the location of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Living Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Living Unit. Such uses are expressly declared customarily incident to residential use. This Section 5.23 is, however, intended to prohibit commercial or business activity by the owner of a Living Unit which would reasonably disrupt the residential ambiance of the building, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, by employees or other business associates or by customers or clients.

5.24 Leasing of Living Units. No Living Unit may be leased or rented for a period of less than thirty (30) consecutive days. Neighborhood Covenants may establish stricter standards for particular Neighborhoods.

5.25 Pets and Animals. Not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept in a Living Unit, subject to other reasonable regulation by the Club or Neighborhood Association. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Club may restrict the walking of pets to certain areas. Pets are not permitted on the

golf course at any time. Owners who walk their pets on Community or Neighborhood Common Areas must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais.

5.26 Nuisances. Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Club whose decision shall be final.

5.27 Correction of Health and Safety Hazards. Any conditions of the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Club, and the cost thereof shall be charged to the responsible owner or Neighborhood Association.

6. ARCHITECTURAL AND AESTHETIC CONTROL.

6.1 General. Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit or Neighborhood Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an owner or any other person applying shall comply with all applicable requirements and procedures.

6.2 Architectural Review Committee. The architectural review functions of the Club shall be administered and performed by an ARC. The ARC shall consist of not less than three (3) individuals, who need not be members of the Club. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws.

6.3 Powers. The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of South Florida Water Management District, the CDD, the County, the U.S. Army Corps of Engineers and the PUD, to:

(A) Propose the adoption, modification or amendment by the Board of Directors, of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARC finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed. Notice of any proposed adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment

thereof, shall be mailed to each Neighborhood Association at least thirty (30) days prior to the Board meeting at which such action is to occur;

(B) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure, Lot, Tract, Parcel or Neighborhood Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;

(C) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. All decision of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after the notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed.

(D) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Club, in cash or check at the time the request is submitted to the ARC; and

(E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

6.4 Enforcement. Any decisions of the ARC shall be enforced by the Neighborhood Association involved, as well as by the Club.

7. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, easements are hereby provided for:

7.1 Utilities, Services and Support. Each Lot, Unit and Tract, and the Common Areas (except Conservation Areas) and Neighborhood Common Areas is and are hereby subjected to easements for public services, communications and telecommunications, CDD and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, the CDD and their employees and agents, shall have the right of access to any Lot, Unit, Tract, Parcel or Neighborhood Common Areas in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the owner, whether or not the utility or service company properly maintains the easement area.

(A) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the

development of the Community, those easements described herein and those shown upon the recorded plat of the Community, and there are also reserved such easements and rights-of-way for any other purposes as the Club in its sole discretion may in the future grant.

(B) The Club and the CDD have the right, and the power to declare, grant and record easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as the Club may deem necessary or desirable, along the various utility service routes, through, in, over and under all Lots, Tracts, and Common Areas, and Neighborhood Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions for the Lot, Parcel, Tract of Common Area, or materially change the rights of the owners. If any agreement is entered into by the Club for the exclusive provision of System services or other services to the Community, as described in either Section 7.2, 7.3 or both below, it shall be the affirmative obligation of the Club to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

7.2 Telecommunications and Cable TV System. The Club has for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the owners and their permitted or authorized guests, invitees, tenants and family members, one (1) or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems (all or any part of which shall be referred herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. The Club shall have and hereby reserves to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extend, size and location of which over, across, upon and through the Community shall be determined solely by the Club, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

(A) Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute System services including, without limitation, telecommunications, electronic banking, surveillance, fire, police and emergency medical protection.

(B) Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by the Club, its successors and assigns or its designees.

(C) Each Lot and Living Unit is subject to a permanent easement in favor of adjoining or adjacent Lots and Living Units for lateral and subjacent support.

(D) Each Lot and Living Unit is subject to a permanent easement in favor of the Club to remove and/or destroy invasive exotic vegetation species.

7.3 Contracts With Service Providers. To the extent permitted by law, the Club shall have the right to enter into Contracts for the exclusive provision of the System service, the Club shall deem, in their sole respective discretion, to be in the best interest of the Community. The Club may receive valuable consideration from the provider for granting the exclusive right to provide System services. As used herein, the term “contractual designee” means the service provider with which the Club contracts for the furnishing of System services. Any such contract for cable television or similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of Living Unit by a hearing impaired or legally blind unit owner who does not occupy the Living Unit with a non-hearing impaired or sighted person, said owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such Living Units, the owners shall not be required to pay any charge related to such service.

7.4 Collection of “System” Assessments by Club. Every Lot or Living Unit to which the System service are provided or available shall be subject to a System service assessment, payable per Lot or Living Unit for System services, including, without limitation, cable television services. The Club shall bill the appropriate System service assessment to each Lot or Living Unit along with other assessments for Common Expenses, which may be due and payable at the same time. The Club shall collect same and remit payment to the contractual designee(s) providing the Systems services.

7.5 Easements for Playing Golf. Non-specific, non-exclusive easements are hereby created for the benefit of users of the golf course over all Lots, Living Units, Neighborhood Common Areas, and Common Areas adjacent to the golf course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Living Units or Common Areas, the landing of errant golf balls upon the Lots, Living Units or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the golf course (and this golf course easement over as herein set out), the usual and common noises and other disturbances created by maintenance of the course and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course. Recovery of errant golf balls upon Lots, Living Units or Neighborhood common Areas shall be limited to individual golfers on foot. Golf carts are not permitted on any part of Neighborhood Common Areas, Lots and/or Living Units.

7.6 Waiver and Disclaimer Regarding Golf Course. Each Owner of a Lot or Living Unit, by acceptance of a deed therefore, whether it is so expressed in the deed or not, is deemed to have voluntarily acknowledged and accepted the following inherent risks and annoyances associated with the existence of a golf course:

(A) maintenance operations on the golf course may begin in the early morning and extend into the evening, ordinarily occurring from sunrise to sunset;

- (B) during certain periods of the year, the golf course may be heavily fertilized;
- (C) maintenance of the golf course may require the use of chemicals and pesticides;
- (D) the golf course may be watered with reclaimed water; and

(E) golf balls are not easily controlled, and accordingly may enter an owner's airspace, strike the owner, or the owner's family guests, lessees, and pets, as well as they yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage.

The Club and its members (in their capacity as members), and any successor in title to the golf course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("Released Parties"), shall not be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot owner's use or enjoyment of the Lot, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the right to use the golf course), or (d) trespass by any golfer on the Lot, that may result from property damage or personal injury from golf balls (regardless of number) hit anywhere in the Community, or adjacent roadways, or from the exercise by any golfer of the easements granted herein.

Furthermore, each Owner of Lot or Living Unit hereby assumes the risks inherent in owning property adjacent to or near a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Lot for any personal injury or property damage.

7.7 Conservation Easements. Two (2) conservation easements as defined in Section 704.06, Florida Statutes (1997), for the South Florida Water Management District, and the U.S. Army Corps of Engineers permit, exist over the Conservation Areas. The easements run with the land and are binding upon the Club, its heirs, successors, and assigns and remain in full force and effect forever. Copies of the easements are attached as Exhibit "(A)."

8. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

8.1 The Club shall own and maintain the surface water management system deeded to it as part of the Community Common Areas.

8.2 ALL CONSERVATION AREAS THAT MAY BE ESTABLISHED WITHIN THE COMMUNITY ARE HEREBY DEDICATED AS COMMUNITY COMMON AREAS OR CDD PROPERTY. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE CLUB OR THE CDD AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT AR NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF

TREES, SHRUBS, OR OTHER VEGETATION, EXCEPT REMOVAL OF EXOTIC/NUISANCE VEGETATION; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

8.3 Conveyance and Use. The Club shall be responsible for the maintenance and administration of all areas and facilities designated as Community Common Areas, and for the payment of any ad valorem taxes properly payable from and after the date of such recordation.

(A) Any real property conveyed, leased, or the use of which has been granted to the Club as Community Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of members and their guests, tenants and invitees.

8.4 Maintenance and Alteration. The Club is responsible for the maintenance, repair, replacement, insurance, protection and control of all Community Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. There shall be no material alterations of or substantial additions to the Community Common Areas costing more than \$150,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Golf members of the Club. However, if work that is reasonably necessary to meet the Club's obligations under the first sentence of this Section 8.4 also constitutes a material alteration or substantial addition, no prior membership approval is required.

8.5 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Community Common Areas, or any portion thereof, becomes vested in the Club, the Community Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Club through its Board of Directors to grant such easements over, across and through the Community Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the members. Nothing herein shall be construed to prohibit judicial partition of a Lot, Living Unit, Tract or Parcel owned in cotenancy.

8.6 Club's Rights and Powers. No Community Common Areas shall be used in violation of any rule or regulation or other requirement of the Club established pursuant to the provisions of this Declaration or the Bylaws.

8.7 Expansion or Modification of Community Common Areas. Additions or modifications to the Community Common Area may be made if not inconsistent with the PUD and any amendments thereto.

9. ASSESSMENTS.

9.1 Creation of Lien. Each owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Club:

- (A) Annual Assessments.
- (B) Special Assessments.
- (C) Service Assessments, Resale Capital Assessments and other fees or charges (including fines) imposed against one or more Lots, Living Units, Tracts or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Club.
- (D) System Assessments.
- (E) Except as otherwise provided in Section 14.2 below as to certain mortgagees no owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot, Living Unit, Tract, Parcel or the Community Common Areas, or otherwise.
- (F) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.
- (G) The owner of each Lot or Living Unit regardless of how title was acquired, is liable for all assessments coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 14.2 below, whenever title to a Lot or Living Unit is transferred for any reason, as provided in Section 720.3085, Florida Statutes as amended from time to time hereafter, the new owner is jointly and severally liable with the previous owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.
- (H) No land shall be subject to assessment by the Club if it is a Neighborhood Community Common Area, or a Community Common Area, or if it is owned by or dedicated to Collier County, the Collier County Water-Sewer District or any other public or quasi-public authority. Only Lots and Living Units shall be subject to assessment.

9.2 Purposes of Assessments:

- (A) To promote the recreation, health, safety, and welfare of the owners and residents of the Community;
- (B) For the improvement, maintenance, protection and operation of the Club and Golf and Community Common Areas, the Conservation Areas, the Club equipment and facilities, and the Stormwater Management System; and to establish and maintain adequate repair and replacement reserves;
- (C) To provide utility, cable television and other systems of telecommunications services by bulk contract with third parties;
- (D) Where deemed desirable by the Board of Directors, to provide services of general benefit to the owners and residents either on a community-wide basis or otherwise, including without limitation, cable television, transportation, security or other services;

(E) To pay the operating expenses of the Club; and

(F) For such other purposes and uses as are authorized by the Governing Documents as amended from time to time.

9.3 Imposition of Annual Assessments. Upon the first day of each fiscal year, an annual assessment shall be assessed against each Lot or Living Unit. The annual assessment for the year in which the initial sale occurred shall be prorated to the actual date of closing.

9.4 Amount of Annual Assessments. The amount of the annual assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment. Each Lot or Living Unit shall be assessed all costs of operating the Club including but not limited to cost of operating the golf course and related improvements, facilities and equipment.

9.5 Special Assessments. Any special assessments levied by the Club's Board of Directors shall be assessed equally against all Lots and Living Units, unless the assessment or portion thereof is intended specifically for the direct benefit of one or more classes of members, in which case it shall be assessed against only the classes of members directly benefited, in accordance with the apportionment described in Section 9.5 above for the apportionment of annual assessments.

9.6 Charges. Any charge by the Club authorized by law or by the Governing Documents to be imposed on less than all the Lots or Living Units shall not be deemed an assessment. Payment may be enforced as provided in Section 9.9 and 9.10 below.

9.7 System Service Assessment. Assessment for System services, as described under Section 7.3 and 7.4 above, may be levied by the Board of Directors. Given their nature and purpose, such assessments may be levied on a non-uniform basis, notwithstanding the provisions of Section 9.5 above, and shall still be deemed "assessments". For example, if the Club enters into a Community wide bulk contract for cable television services to be provided to all Living Units, but one (1) or more Living Units is owned or occupied by person who is legally blind and who, by law, cannot be required to pay for such cable television services, the cost of the cable television service shall be shared equally by all other Living Units, and the amount each Living Unit pays shall be deemed an "assessment" for all purposes hereunder.

9.8 Lien. The Club has a lien on each Lot and Living Unit for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Club in enforcing this lien. The lien relates back to the date of recording the original Declaration in the Public Records of Collier, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Club. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorney's fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

9.9 Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Club's lien may be foreclosed by the procedures and in the manner provided in Section 720.3085, Florida Statutes, as it may be amended from time to time, for the foreclosure of a lien upon a condominium parcel for unpaid assessments. The Club may also bring an action at law against any owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

9.10 Priority of Lien. Unless otherwise expressly provided by Florida law as amended from time to time, the Club's lien for unpaid assessments and charges provided for herein shall have the priority provided in Section 720.3085, Florida Statutes, as amended from time to time. The Club's lien shall be superior to, and take priority over, all mortgages other than prior recorded first mortgages and all other encumbrances regardless of when recorded. Any lease of a Lot or Living Unit shall be subordinate and inferior to any Claim of Lien of the Club, regardless of when the lease was executed. The relative priority of the Club's lien to that of a Neighborhood Association shall be determined by the order of their recording in the public records.

9.11 Resale Capital Contribution. The Club may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Golf member. The amount of the Resale Capital Contribution and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform reasonable rate. The due date shall be the date of closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale capital contributions shall be collected in accordance with the provisions of this Section 9.

9.12 Ownership. Assessments, resale capital assessments, and charges collected by or on behalf of the Club become Club property; no owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Living Unit. No owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

9.13 Common Expenses. Water and sewer is a common expense of the Club, and several condominiums may share a single water meter. The charges for water and sewer service to such condominiums buildings sharing a water meter will be billed directly to the Club by the utility and paid by the Club. The Club, in turn, will apportion the charge between those condominiums sharing the meter. Each condominium's share of the total bill is a fraction of the whole, the numerator of which is the number of units in each condominium and the denominator of which is

the total number of units in all condominiums sharing that meter. Each condominium's share of the cost of water and sewer service to the units so determined is a common expense of that condominium. The condominium associations operating the condominiums are obligated to pay the Club in full on a timely basis, regardless of whether the condominium associations have been able to collect for all unity owners.

10. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Club has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within the Community, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Community Common Areas.

10.1 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Club, shall apply to all owners, as well as to any other person occupying any Living Unit. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the the Club of the power to enforce these provisions. Each owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

10.2 Litigation. Subject to Section 3.7 above, each member and the member's tenants, guests, and invitees, and the Club, are governed by and must comply with Chapter 720, Florida Statutes, the Governing Documents and rules of the Club. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Club rules may be brought by any owner, or the Club against:

- (A) the Club;
- (B) a member;
- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Club who willfully and knowingly fails to comply with these provisions;
- (E) any tenants, guests, or invitees occupying a Lot, Living Unit or using the Community Common Areas; and
- (F) any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material, adverse impact on the appearance of the Community, or the operation of the Club. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section is not intended to deprive any person of any other available right or remedy. The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and developments within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Club exercise its

covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

10.3 Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of an provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

10.4 Suspension of Community Common Area Use Rights; Fines. The Club may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use Community Common Areas and facilities. The Club may also levy reasonable fines not to exceed the maximum allowed by law, against any member or any tenant, guest, or invitee.

(A) A fine or suspension may not be imposed without written notice of a at least fourteen (14) days to the person sought to be fined or whose rights are to be suspended, and an opportunity for a hearing before a hearing panel of at least three (3), but not more than seven (7) members, appointed by the Board who are not officers, Directors, agents or employees of the Club, and are not the spouse, parent, child, brother, or sister of an officer, Director, agent or employee. If the panel, by majority vote (which may be taken by secret ballot), does not approve a proposed fine or suspension, it may not be imposed.

(B) The requirements of this Section 10.5 do not apply to the imposition of suspensions or charges upon any member because of the failure of the member to pay assessments or other charges when due.

(C) Suspension of Community Common Area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(D) Collection of Fines. A fine shall be treated as a special charge due to the Club ten (10) days after written notice from the Club to the owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee. A fine accruing to \$1,000 or more shall be a lien against the Owners Living Unit.

(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Club may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from

or offset against any damages that the Club may otherwise be entitled to recover at law from such owner.

NEIGHBORHOOD ASSOCIATIONS.

11.1 Enforcement of Covenants. If any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, the Club may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of Sections 9 and 10.

11.2 Entry Rights. Each Neighborhood Association and each owner shall permit the Club, or any authorized agent or employee of the Club, to enter upon a Neighborhood Community Common Area or the owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by the Club into the interior of any Living Unit that is owned by a person other than the Club, except in emergency.

11.3 Maintenance of Neighborhood Community Common Areas. The Club may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Community Common Areas.

11.4 Neighborhood Covenants. The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

11.5 Neighborhood Association Voting. The Bylaws of each Neighborhood Association shall provide a procedure by which its members who are entitled to cast votes as members of the Club may cast their votes on Club matters with the Neighborhood Association. Except as otherwise provided in the Bylaws, each Neighborhood Association shall poll its owners or collect and tabulate its members' votes, and shall designate a Voting Representative to attend Club meetings and cast the votes of its members at such meeting. The procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in the same manner as originally cast by the Neighborhood Association's members. Nothing herein shall be construed to make it mandatory for a Neighborhood Association to poll its members on every matter or any particular matter which may be voted upon by the members of the Club.

11.6 Voting Groups. In order to provide for relatively equal representation on the Board of Directors for various Neighborhoods having potentially dissimilar interest, and to avoid a situation in which the Voting Representatives representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect a disproportionate number of Directors, or exclude representation of others, Voting Groups have been established. Voting Groups will generally be composed of one or more Neighborhood(s) of similar housing types. Each Voting

Group shall be entitled to elect the number of Directors specified in the Supplemental Declaration.

12. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

12.1 Duty to Insure, and to Reconstruct or Clean Up. Each owner or Neighborhood Association shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Neighborhood Community Common Area, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner or Neighborhood Association shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the ARC. Unless changes are approved by the ARC, the owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall, and

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

12.2 Failure to Comply. If any owner or Neighborhood Association fails to comply with Section 12.1 above within the time periods provided, the Club shall be deemed to have been granted the right by the owner or Neighborhood Association as his or its attorney-in-fact to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Club exercises the rights afforded to it by this Section, the owner or Neighborhood Association shall be deemed to have assigned to the Club any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Club shall have the right to recover from the owner or Neighborhood Association any costs not paid by insurance, and shall have a lien on the Lot or Living Unit to secure payment.

12.3 Flood Insurance. The Club may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

12.4 Property Insurance. The Club shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Community Common Areas.

12.5 Liability Insurance. The Club shall maintain adequate public liability insurance coverage for all Community Common Areas.

12.6 Bonding. The Club shall maintain adequate fidelity bond coverage for all individuals having control of or access to Club funds.

12.7 Club's Right of Entry. For the purpose of performing the duties authorized by this Section 12, the Club, through its duly authorized agents and employees, shall have the right to enter upon any Living Unit or Lot at reasonable hours and perform such duties.

13. Security; Non-Liability of CDD and Club. The Club reserves the right to determine the level (if any) of security services to be provided, or to engage or discontinue any such services. The CDD and the Club shall not be liable if security services are not provided.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE CLUB, NOR THE CDD, ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE CLUB, NOR THE CDD, SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE CLUB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

13.5 Miscellaneous.

(A) The Club shall have the right and the power to regulate and control the external design and appearance of all Community Common Areas in such a manner as to:

- (1) Promote a quality environment which will preserve the value of the Lots and Living Units; and
- (2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any use of Community Common Areas other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Club.

14. RIGHTS OF MORTGAGEES.

14.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Community Common Areas, the record holder of any first mortgage on the Community Common Areas who has requested such notice in writing, shall be entitled to written notice.

14.2 Mortgage Foreclosure. Except as otherwise provided by Section 720.3085, Florida Statutes or any other Florida law as amended from time to time if an Institutional Mortgagee holding a first mortgage acquires title to a Lot, Living Unit, Tract or Parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee shall not be liable for the Club assessments or charges attributable to the Lot, Living Unit, Tract or Parcel, or chargeable to the former owner, which came due prior to the mortgagee's acquisition of title. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes a Common Expense collectible from all owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a Lot, Living Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

14.3 Right to Inspect Documents and Books. The Club shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Club and financial statements of the Club. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

14.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Club for the immediately preceding fiscal year.

14.5 Lender's Notices. Upon written request to the Club, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the owner of any Lot, Living Unit, Tract or Parcel on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Club. An increase in coverage, or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

15. DURATION OF COVENANTS; AMENDMENT.

15.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Club, and any owner, their respective legal

representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Collier County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

15.2 Termination. This Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all classes of the members of the Club vote in favor of terminating this Declaration. Written notice of any meeting at which a 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. If the members vote to terminate this Declaration, the President and Secretary of the Club shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Club at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

15.3 Amendments. This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4th) of the voting interests of the Association.

15.4 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

15.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least two-thirds (2/3rds) of the voting interests of each class of members present and voting, provided that notice of the text of each proposed amendment was sent to the members with notice of the meeting.

15.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate attesting that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by President or Vice President of the Club with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

15.7 Proviso. Regardless of any other provision in this declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, can be effective to change the Club's responsibilities for the Stormwater Management System, the

Conservation Areas, unless the amendment has been consented to in writing by SFWMD. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to SFWMD for a determination as to whether the amendment necessitates a modification of the surface water management permit.

15.8 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action.

15.9 Limitations. No amendment to any of the Governing Documents shall be effective to change any member's voting rights as set forth in Section 2.1 of the Bylaws, or the provisions of Sections 9.5 or 9.6 above, unless all members affected first consent in writing to said amendment.

16. GENERAL AND PROCEDURAL PROVISIONS.

16.1 Other Documents. The Club and the Neighborhood Associations shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Declaration and its provisions shall prevail in all events of conflict.

16.2 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

16.3 Merger or Consolidation of Associations. Upon a merger or consolidation of the Club with another corporation as provided by law, or upon creation of a CDD, the Club's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or CDD, alternatively, remain the rights, obligations and property of the Club as the surviving corporation. The surviving or consolidated corporation of CDD may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

16.4 Dissolution. If the Club is dissolved other than by a merger or consolidation as provided for above, each Lot, Living Unit, Tract and Parcel shall continue to be subject to the assessments provided for in section 9, and each owner shall continue to be personally obligated to the successor or assigns of the Club (as the case may be) for such assessment to the extent that such assessments are required to enable any such successors or assigns acquiring any real property previously owned by the Club to properly maintain, operate and preserve it.

16.5 Gender; Number. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

16.6 Notices.

(A) To the Club. Notices to the Club shall be in writing and delivered or mailed to the Club at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Club.

(B) To Owners. Notices to any owner as may be required herein shall be in writing and shall be delivered or mailed or electronically delivered to the owner at his last known electronic address, mailing address, or at the address shown on the deed recorded in the public records of the County.

16.7 Construction. The provisions of the Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

16.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

16.9 Interpretation. The Board of Directors of the Club shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Club legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

16.10 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration unless otherwise stated.

RIGHTS ARE LIMITED TO THE EXPRESS TERMS OF THE GOVERNING DOCUMENTS. EVERY MEMBER OF THE ASSOCIATION ACKNOWLEDGES THAT HIS OR HER RIGHTS, DUTIES OR OBLIGATIONS ARE LIMITED TO THE EXPRESS TERMS OF THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS (GOVERNING DOCUMENTS), AND THE RULES AND REGULATIONS. EVERY PROSPECTIVE MEMBER SHOULD MAKE HIS DECISION TO PURCHASE WITHIN CEDAR HAMMOCK GOLF & COUNTRY CLUB BASED UPON THE REPRESENTATIONS SET OUT IN THE GOVERNING DOCUMENTS WHICH CONTAIN THE ENTIRE UNDERSTANDING AT THE PARTIES AND NO PRIOR OR PRESENT AGREEMENTS OR REPRESENTATIONS SHALL BE BINDING UPON THE CLUB UNLESS INCLUDED IN THE GOVERNING DOCUMENTS.

Exhibits:

A – The land subject to this Declaration described in Exhibit G-1 as amended to the original Declaration incorporated herein by reference only.

B – Amended and Restated Articles of Incorporation.

C - Amended and Restated Bylaws.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CEDAR HAMMOCK GOLF & COUNTRY CLUB, INC.**

SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Cedar Hammock Golf & Country Club, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on April 21, 1999 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of, Cedar Hammock Golf & Country Club, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Cedar Hammock Golf & Country Club, Inc., sometimes hereinafter referred to as the "Club".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at such place as may be established by resolution of the Board of Directors.

ARTICLE III

PURPOSE AND POWERS: This Club will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential homeowners association which, subject to a Declaration of Covenants, Conditions, and Restrictions of Cedar Hammock Golf & Country Club originally recorded in the Public Records of Collier County, Florida, at O.R. Book 2594 at Page 2141 et seq., and as amended, has the powers described herein. The Club shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;
- (B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Club;
- (C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable rules of the Club;
- (D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Club in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Club;
- (E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;
- (F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership.
- (G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by Board;
- (H) to maintain, repair, replace and provide insurance for the Common Areas;
- (I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (J) to grant, modify or move easements.
- (K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Club shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Club.

ARTICLE V

TERM; DISSOLUTION: The term of the Club shall be perpetual. The Club may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Club. Upon dissolution of the Club, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Club was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, Club, trust or other organization which is devoted to purposes similar to those of this Club.

ARTICLE VI

BYLAWS: The Bylaws of the Club may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least a majority (50%+1) of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Club.
- (C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of * County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Club will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors must be members of the Club.

(B) Directors of the Club shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Club shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Club and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION.

(A) Indemnity. The Club shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Club, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Club, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Club, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Club, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Club has been successful on the merits or otherwise in defense of any action, suit, or

proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Club in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Club as authorized by this Article IX.

(D) Miscellaneous. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Club shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Club, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Club would have the power to indemnify him against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**AMENDED AND RESTATED BYLAWS
OF**

CEDAR HAMMOCK GOLF & COUNTRY CLUB, INC.

NOTE: THE FOLLOWING IS A SUBSTANTIAL REVISION OF THE ENTIRE BYLAWS. SEE ORIGINAL BYLAWS FOR COMPARISON.

1. GENERAL. These are the Bylaws of Cedar Hammock Golf & Country Club, Inc. (hereinafter the "Club"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 Principal Office. The principal office of this corporation shall be at such other place as may be established by resolution of the Board of Directors.

1.2 Definitions. All terms defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cedar Hammock Golf & Country Club (the "Declaration of Covenants") to which these Bylaws were attached as an exhibit when it was originally recorded, shall be used with the same meanings as defined therein.

1.3 Seal. The seal of the club shall be inscribed with the name of the Club, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Section 4.1 of the Declaration of Covenants.

2.1 Voting Rights; Voting Interests. The owner of each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the members are entitled to vote. The total number of voting interests of the Club shall be equal to the number of Lots and Living Units which exist in the Community which is 799.

2.2 Method of Voting. Except for the election of Directors, all votes of the members pertaining to the Club shall be cast by the voting representatives of the Neighborhood Associations designated as provided in Section 3.6. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by any Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in a block, or in the same manner as originally cast by its members, or in any other manner that is equitable and uniformly applied within the Neighborhood Association, and does not result in the casting of fractional votes. The failure of a voting representative to cast votes in the manner instructed by the Neighborhood Association

which he represents, or by its members, shall not invalidate the votes as cast. Nothing herein shall require the use of secret ballots unless such use is required by law.

2.3 Membership Records. Records shall be maintained by the Club showing the names of the members, their addresses, the number of Lots or Living Units owned by each member, the class of membership and such other information as the Board shall require. Members may be issued a certificate or other evidence of membership, which may be wallet-size. The certificate of membership may set forth the number of Lots or Living Units owned by the member and such other information as determined by the Board. Admission to any Common Area, facility, meeting or affair of the Club may be conditioned upon production of a current certificate of membership by the member.

2.4 Transfer of Membership. Except as provided in Section 2.6 below, no Golf member may transfer his Club membership, except as appurtenance to his Lot or Living Unit. When a Golf member ceases to be an owner, his membership shall cease. The termination of membership in the Club does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Club during the period of his membership, nor does it impair any rights or remedies which the Club may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto. Interim membership is not transferrable.

2.5 Rights and Privileges of Members.

(A) Every Golf member shall have the right to:

- (1) Have his vote cast by his voting representative at the meeting of the members;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend membership meetings

Each member is encouraged to take an active interest in Club affairs.

(B) Every member in good standing shall have the privilege of using and enjoying the Common Areas in accordance with the type of membership held by the member, subject to the rules of the Club and the right of the Club to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Club, and his membership is not suspended.

2.6 Delegation of Rights to Use Common Areas.

(A) In accordance with Section 4.4 of the Declaration of Covenants, a member may delegate his privilege to use the Common Areas to:

- (1) A reasonable number of guests if accompanied by the member; or
- (2) Residential tenants who reside in the member's Living Unit.

(B) In the case of residential tenants of the member's Living Unit, the delegating member must give prior written notice to the Club of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A member who has delegated his use privileges and is not in residence in Cedar Hammock Golf & Country Club may not use Common Areas during the period of the delegation, except as a guest of another member. A member may not be the guest of his tenant.

(D) Members shall be responsible for keeping the club informed as to the identity and relationship of any persons who normally reside with the member and intend to utilize the Common Areas.

(E) The Board of Directors may limit the number of guests or the frequency or duration of any member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.

(F) The delegation of membership is subject to the one (1) family limitation described in Section 4.2 of the Declaration of Covenants.

2.7 Suspension of Membership. As further provided in Section 10 of the Declaration, the Board may suspend a member's membership in the Club:

(A) For the period of time during which an assessment against the member remains unpaid more than thirty (30) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Club's rules and regulations by a member or by any person to whom he has expressly or impliedly delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Club property, real or personal.

Membership shall not be suspended until the member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any member's membership temporarily revokes the member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Club affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the club to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own property in a manner consistent with the Governing Documents. The right of the member to vote may not be suspended.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County during either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the Governing Documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by voting representatives of members entitled to cast at least ten percent (10%) of the votes. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the items specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a members meeting by the presence in person of voting representatives for at least thirty percent (30%) of the total voting interest of each class of voting members.

3.4 Vote required to transact business. The acts or resolutions approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the members, unless a higher vote is specifically required by law or by the governing documents.

3.5 Notice of meetings. Written notice of meetings shall be mailed, electronically transmitted or hand-delivered to the individual designated by each Neighborhood Association to receive Club notices. Thereafter, it shall be the responsibility of the Neighborhood Association to notify

the owners of all Lots and Living Units. The notices must be mailed or delivered by the Club not less than thirty (30) days prior to the date of the meeting.

3.6 Voting representatives. Each Neighborhood Association shall appoint and designate in writing to the Secretary of the Club, at least annually by January 1st of each year, the name and address of one person who will serve as its voting representative for that year. That person will:

- (A) Receive Club notices;
- (B) Represent the members of that particular Neighborhood Association or Committee at Club meetings;
- (C) Cast the votes for the Living Units within the Neighborhood; and
- (D) Keep the Secretary of the Club informed of changes in the ownership of Units as they occur, and the names and addresses of the new members.

An alternate voting representative may be designated by a Neighborhood Association to serve in the absence or disability of the voting representative. The voting representative and the alternate voting representative (if any) serve at the pleasure of the entity which appointed them.

3.7 Adjourned meetings. Any duly called meeting of the members may be adjourned to the reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720, Florida Statutes (2015) as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 720, Florida Statutes (2015), as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

3.8 Order of business. The order of business at members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business

(H) Adjournment

3.9 Minutes. Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.10 Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Club meetings when not in conflict with the law, with the Declaration of Covenants, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be the final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Action by members without a meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

4. BOARD OF DIRECTORS. The administration of the affairs of the Club shall be by a Board of Directors. All powers and duties granted to the Club by law, as modified and explained in the Declaration of Covenants, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

(A) Manage and control the affairs of the Club.

(B) Appoint and remove at its pleasure all officers, agents and employees of the Club, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Club in any capacity whatsoever.

(C) Establish, levy, assess, and collect any assessment or charge provided for in the governing documents.

(D) Designate one or more financial institution(s) as depository for Club funds, and the officer(s) authorized to make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Club purposes, and assign, pledge, mortgage or encumber any Community or Club Common Areas or future revenues of the Club as security therefor:

(F) Adopt, amend or revoke rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Club and its members. The board may also establish and levy fees for the use of Common Areas or Club property;

(G) Cause the Club to employ sufficient personnel to adequately perform the responsibilities of the Club;

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas;

(I) Make improvements to the Common Areas;

(J) Establish committees of the Club and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons, relating to the orderly transfer of property from said person to the Club and such other matters as the Board may deem appropriate;

(L) Perform all other acts not inconsistent with law or the governing documents and necessary for the property function of the Club.

4.2 Number; qualifications. The Board of Directors shall consist of nine (9) different Directors. Eight (8) Directors shall be elected by a particular voting group and one (1) Director shall be elected at large. Each Director elected by the regular members must be a member, or the spouse of a member. Each Director elected by the members must be an Owner or the spouse of an Owner of a Lot or Living Unit in the Neighborhoods comprising that group. If a person owns multiple Living Units in different Voting Groups he or she may run for election in the different Voting Groups but should the person win more than one seat he or she may only hold one seat and the Board shall appoint to fill the other seat(s).

4.3 Term of office. The staggered terms previously established shall be maintained. Each Director shall be elected for a term of two (2) years, which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is to be elected. There is no limit on the number of consecutive terms to which a Director may be elected. A resignation must be in writing to be effective, and may not be revoked once received by the Club.

4.4 Nominations and elections. The members in each voting group are entitled to vote in the election of the Director that represents their voting group, as well as in the election of any Director-at-large.

(A) Candidates. The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate and have his name on the ballot, by notifying the Club in writing, at least forty-five (45) days in advance of the election of his desire to be a candidate for any vacancy which he is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Club.

(B) Election and voting materials. Candidates shall have a reasonable opportunity to communicate their qualifications to the voting members and to solicit votes at their own expense. Any written materials distributed to the members by the Club regarding an election shall be non-partisan, and Club funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Club shall endorse, disparage, or comment on any candidate or indicate whether a candidate is an incumbent, however, the Club shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Club with the notice of the annual meeting described in Section 3.5 above.

(C) Balloting. Elections shall be by written ballot. The candidate within each voting group who receives a plurality of the votes cast shall be elected. The balloting for at-large seats (if any) shall be separate. Each member may cast as many votes as there are Directors to be elected by his Group, but not more than one vote for any candidate. Each member may also cast one vote for each Director to be elected at-large, if any, it being the intent hereof that cumulative voting is prohibited. A member may waive the right of secrecy of his ballot. Election ballots shall be cast by the members directly with their Neighborhood Association, which shall count the ballots at a Neighborhood Association Board meeting which is properly noticed and open to all owners in the Neighborhood, and deliver the certified results and the ballots to the Secretary of the Club in a sealed envelope, no later than 5:00 p.m. on the day before the election. Any ballots received after the first vote is counted at the Neighborhood Association Board meeting shall be invalid. The sealed envelopes shall not be opened by the Club except as provided below.

(D) **Vote counting.** One the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by incumbent Board.

4.5 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. Any Director appointed by the Board shall be selected from the Class of members or voting group who elected the Director who vacated the position. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting by the same method as is provided for in Sections 4.2 through 4.4 above.

4.6 Removal. Any Director may be removed from the Board with or without cause by vote of a majority of the voting interests of the voting group which elected that Director. Directors may also be removed as provided in Section 4.8 below.

4.7 Organizational meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.8 Regular meetings. Regular meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other period schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or by electronic transmission, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Club may be transacted. If any Director elected by the members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, any may appoint a successor.

4.9 Special meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and the regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.10 Waiver of notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.11 Board meetings; notice to members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Club business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Common Areas at least seventy-two (72) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any owner may make video or audio recordings of meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.12 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.13 Vote Required. Except as otherwise required by law or the governing documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.14 Presumption of assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

4.15 Adjourned meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.16 The presiding officer. The President of the Club, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by a majority vote of those present.

4.17 Compensation of Directors and officers. Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Club.

Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 Emergency powers. In the event of an emergency as defined in Paragraph 4.18(G) below, the Board of Directors of the Club may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 720, Florida Statutes (2015), as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Club.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Club shall bind the Club; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Club acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, and "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) a designation by federal or state government as a "disaster area," or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.19 Committee meetings. This Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of committees, the ARC, and other similar bodies specified in the governing documents, and to any other committee or similar body appointed by the Board or any member thereof, or elected by the members, but only to the least extent required or permitted by law.

5. OFFICERS

5.1 Officers and elections. The executive officers of the Club shall be a President, and one or more Vice-Presidents, who must be Directors of the Club, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Club. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Club; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Club, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Club, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Club.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Club and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Club, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Club, and shall deposit all monies and other valuable effects in the name and to the credit of the Club in such depositories as may be designated by the Board of Directors, and prepare the budget for the Club. He shall disburse the funds of the Club, making proper vouchers for such disbursements, and shall render to the

President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Club. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Section 6 of the Declaration of Covenants shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; qualification. The Architectural Review Committee, hereinafter the "ARC," shall consist of at least three (3) persons, and as otherwise provided in Section 6.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection; terms. The Members of the ARC shall be appointed by the President of the Club to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests, and not by the officers or Directors.

6.3 Compensation. If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

6.4 Meetings. The ARC shall meet at least once during each quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each Neighborhood Association at least one week in advance, and any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman.

6.5 Procedures; voting. A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Club. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any member. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five years.

7. FISCAL MATTERS. The provisions for assessments and fiscal management of the Club set forth in the Declaration of Covenants shall be supplemented by the following provisions.

7.1 Depository. The Club shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as

are authorized by the Board. The Board may invest Club funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

7.2 Budget. The Board of Directors shall, at a Board meeting held in November of each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Club, or another person. The Club shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.4 Fidelity bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Club handling or responsible for Club funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Club.

7.5 Accounts and accounting procedures. The financial and accounting records of the Club must be kept in according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Club.
- (D) Any other records that identify, measure, record or communicate financial information.

7.6 Financial reporting. The Club shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Club shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy

of the financial report is available upon request at no charge to the member. The financial report must consist of either:

(A) Financial statements presented in conformity with generally accepted accounting principles; or

(B) A financial report of actual receipts and expenditures, cash basis, which report must show:

- (1) The amount of receipts and expenditures by classification; and
- (2) The beginning and ending cash balances of the Club.

7.7 Audits. A formal certified audit of the accounts of the Club, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each member.

7.8 Application of payments and commingling of funds. All monies collected by the Club may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Club shall be kept in conformity to generally accepted accounting principles and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

7.9 Fiscal year. The fiscal year for the Club shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

7.10 Payment of assessments. Annual assessments based on the adopted budgets shall be payable annually (due on January 1 of each year or such other date as the Board of Directors may determine). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

7.11 Special assessments. Special assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Covenants or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the

members in a manner consistent with law. The total of all special assessments payable by the members generally shall not exceed \$300 per Lot or Living Unit in any fiscal year unless approved in advance by a majority of the voting interests.

7.12 Proof of payment. Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a lot or Living Unit, the Club shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due. Anyone other than the Owner who relies upon such statement shall be protected thereby.

7.13 Suspension. The Club shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner, or to any persons claiming under an owner, unless and until all assessments and charges to which said owner and his Lot or Living Unit is subject have been paid in full.

8. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

8.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by the voting representatives of at least twenty-five percent (25%) of the voting interests of the Club. Once so proposed, the amendments shall be submitted to a vote of the members at a meeting no later than the next annual meeting for which notice can still be properly be given.

8.2 Vote required. Except as otherwise provided by law, or by specific provision of the governing documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the members with notice of the meeting.

8.3 Certificate; recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Club with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

9. MISCELLANEOUS.

9.1 Gender; number. Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

9.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

9.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants or the Articles of

Incorporation of the Club, the provisions of the Declaration of Covenants or Articles of Incorporation shall prevail over the provisions of these Bylaws.

