Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
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THIS INSTRUMENT PREPARED BY:
Alexander J. Menendez, Esq.
POPE MAZZARA & MENENDEZ, PLLC
Post Office Box 60022
Fort Myers, Florida 33906

CERTIFICATE OF AMENDMENT

Amended and Restated Declaration of
Covenants, Conditions and Restrictions
Royal-Tee Homeowners' Association, Inc.
and
The Amended and Restated Bylaws of
Royal-Tee Homeowners' Association, Inc.

_____Space above line for recording_____

THE UNDERSIGNED, being the President and Secretary of **ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit ("Association"), hereby certify that the amendments set forth below were approved by the Association's members, as evidenced by a written statement or ballot manifesting the intention that such amendments be adopted. The amendments were approved and adopted by the votes indicated for the purpose of amending the Amended and Restated Declaration of Covenants and Restrictions Royal-Tee Homeowners' Association, Inc. and the Amended and Restated Bylaws of Royal-Tee Homeowners' Association, Inc.

The original Deed of Restrictions Royal-Tee Country Club Estates, a Subdivision was recorded in Official Records Book 1807, Pages 501 *et cet.* of the Public Records of Lee County, Florida. The original Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners' Association, Inc. was recorded in Official Records Book 2176, Pages 4645 *et cet.* of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners Association, Inc. was recorded as Instrument Number 2015000052751 of the Public Records of Lee County, Florida. The original By-Laws of Royal-Tee Homeowners' Association, Inc. were recorded in Official Records Book 2176, Pages 4670 *et cet.* of the Public Records of Lee County, Florida. The Amended and Restated Bylaws of Royal-Tee Homeowners' Association, Inc. were recorded as Instrument Number 2015000052751 of the Public Records of Lee County, Florida.

The following amendments were approved by the affirmative vote of at least eighty percent (80%) of the voting interests that were present and voting, in person or by proxy, at a duly called meeting of the members for which proper notice was provided and at which a quorum was established.

NOW THEREFORE, IT IS

RESOLVED, that the Amended and Restated Declaration of Covenants and Restrictions Royal-Tee Homeowners' Association, Inc. and the Amended and Restated Bylaws of Royal-Tee Homeowners' Association, Inc. be, and hereby are, amended, and that the amendments are adopted in the form attached hereto as Exhibit "1" and made a part hereof; and

FURTHER RESOLVED, that the Association's officers are hereby instructed and authorized to cause the aforementioned amendments to be filed of public record, together with this Certificate of Amendment.

Dated this 17TH day of FEBRUARY 20 26.

WITNESS 1
Sign: Deidre Petrik
Print: Deidre Petrik
Address: 11738 Royal Tee Circle
Cape Coral, FL 33991

WITNESS 2
Sign: Rebecca Cataldi
Print: Rebecca Cataldi
Address: 11721 Lady Anne Circle
Cape Coral, FL 33991

ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.
Sign:
Print: EDWARD PETRIK
Title: **President**

ATTEST:
Sign:
Print: R HAL Younglove
Title: **Secretary**

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17TH day of FEBRUARY, 2026, by ED PETRIK, as President of ROYAL-TEE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation, who (check one): ☑ is personally known to me OR ☐ produced _____ as identification.

(Notary Seal/Stamp)

RHONDA J HIBBERT
Notary Public
State of Florida
Comm# HH567677
Expires 7/2/2028

Notary Public
Sign:
Print: RHONDA J HIBBERT
My Commission Expires: 7-2-28

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17TH day of FEBRUARY, 2026, by R HAL YOUNGLOVE, as Secretary of ROYAL-TEE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation, who (check one): ☑ is personally known to me OR ☐ produced _____ as identification.

(Notary Seal/Stamp)

RHONDA J HIBBERT
Notary Public
State of Florida
Comm# HH567677
Expires 7/2/2028

Notary Public
Sign:
Print: RHONDA J HIBBERT
My Commission Expires: 7-2-28

RHONDA J HIBBERT
Notary Public
State of Florida
Comm# HH567677
Expires 7/2/2028

Exhibit "1" to Certificate of Amendment

This Instrument prepared by:
Alexander J. Menendez, Esq.
Pope Mazzara & Menendez, PLLC
5252 Summerlin Commons Way, #104
Fort Myers, Florida 33907
(239) 748-0505

Substantial rewording. See governing documents for current text.

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROYAL-TEE COUNTRY CLUB ESTATES (A/K/A) CAPE ROYAL

ROYAL-TEE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "**Association**"), as a representative of its Members, pursuant to the amendment provisions contained in the Association's governing documents, after proper notice and discussion, and after recommendation and approval, hereby files this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Royal-Tee Country Club Estates (A/K/A) Cape Royal (hereinafter the **"Declaration"**) and do hereby confirm the prior submission of the Declaration and all previous amendments, to preserve, protect, and enhance the values of the property and amenities of Royal-Tee Country Club Estates, which is also known as Cape Royal (hereinafter referred to as the **"Community"**) and to promote the general health, safety, and welfare of the Association's Members and the residents, guests, and invitees of the Community. This Declaration serves to amend and restate the Prior Declaration in its entirety.

The Association is a Florida not-for-profit corporation responsible for the operation of the Community. The Community is a residential community located in Lee County, Florida, consisting of single-family residential homes and common areas. The Community includes the real property that is described in Exhibit "A" to this Declaration (hereinafter the **"Lands"**). The Lands shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Lands and be binding on all parties having any right, title or interest in the Lands or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. As of the date this Declaration was recorded, the Community includes common areas and four hundred eighty-three (483) platted Lots that are designated for the use or construction of single-family homes.

Adjacent to, and encircled by the Community are a golf course, clubhouse, and related facilities that comprise the land described in Exhibit "A-1" of this Declaration. As of the date that this Declaration is recorded, these improvements and facilities are owned by the Association and are part of the Common Area.

The original developer of the Community, Royal-Tee Golf Club, Inc., a Florida corporation (hereinafter **"RTGC"**), submitted a portion of the Lands to the Deed of Restrictions Royal-Tee Country Club Estates, a Subdivision (hereinafter the **"Deed of Restrictions"**), which was recorded in Official Records Book 1807, Pages 501 *et cet.* Of the Public Records of Lee County, Florida.

Thereafter, B.P. Development Southwest, Inc., a Florida corporation (hereinafter **"BP"**), acquired another portion of the Land and submitted the parcel to the Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners' Association, Inc. (hereinafter the **"Original Declaration"**), which, with the consent and joinder of RTGC, supplemented the Deed of Restrictions. The Original declaration was recorded in Official Records Book 2176, Pages 4645 *et cet.* of the Public Records of Lee County, Florida.

Thereafter, the Association, as a representative of its Members, amended and restated the Original Declaration as the Amended and Restated Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners Association, Inc. (hereinafter the **"Prior Declaration"**), which was recorded as Instrument Number 2015000052751 of the Public Records of Lee County, Florida. The Association preserved and protected the Community covenants and restriction from extinguishment by the operation of Florida's Marketable Record Title Act by a notice of preservation, which was recorded as Instrument Number 2014000154785 of the Public Records of Lee County, Florida.

The Original Declaration was recorded on September 25, 1990, prior to the effective date of Chapter 720, Florida Statutes. Pursuant to Section 720.302(2), Florida Statutes (2025), the Florida Legislature recognizes that certain contract rights have been created for the benefit of homeowners' associations and the members thereof before the effective date of the Act, and that Sections 720.301 through 720.407 are not intended to impair such contract rights. Accordingly, unless expressly incorporated, the provisions of the Act are not automatically adopted and are not included herein, and, to the greatest extent, no contract right expressed or created herein may be impaired by bill of attainder, *ex post facto* law, or other law or legislative, judicial, or executive action.

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. The use of the singular number shall include the plural, and the plural the singular. The use of any gender shall include all genders.

1.1 Act. "Act" means Chapter 720, Florida Statutes, as it now exists or as it may be amended from time to time.

1.2 Architectural Review Board. "Architectural Review Board" or "ARB" means the Architectural Review Board as established and empowered in Section 7 of this Declaration.

1.3 Architectural Guidelines and Review Procedures. The "Architectural Guidelines and Review Procedures" are the standards and specifications that are promulgated by the ARB relative to the external appearance of Living Units including the location, size, type or appearance, and include, but are not limited to, any regulations promulgated by the Board as to approved paint colors. The Architectural Guidelines and Review Procedures are incorporated herein by reference as they exist now and as they are amended from time to time.

1.4 Articles. "Articles" means the current and preexisting Articles of Incorporation of ROYAL-TEE HOMEOWNERS ASSOCIATION, INC., a true and correct copy of which is attached hereto as Exhibit "B", as amended from time to time.

1.5 Assessment. "Assessment" means the assessments for which all Lot Owners are obligated to the Association and includes Regular Assessments, Special Assessments, Charges, and Capital Contributions as defined herein.

1.6 Association. "Association" means ROYAL-TEE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, which has its principal place of business in Lee County, Florida and its successors and assigns.

1.7 Association Property. "Association Property" means all property, real, personal, or otherwise, that is owned by, leased by, or dedicated by a recorded plat to the Association for the use and benefit of its Members, and may include some or all of the Common Areas.

1.8 Board. "Board" or "HOA Board" means the Board of Directors of ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.

1.9 Bylaws. "Bylaws" means the Second Amended and Restated Bylaws of the Association that are attached hereto as Exhibit "C", as they may be amended from time to time.

1.10 Charge. "Charge" means any legal or equitable indebtedness of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses or Capital Contributions. Charges may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents. The Association is entitled to collect Charges using the same legal means and remedies as the Association pursues the collection of Assessments, including, but not limited to, pursuing money judgments, pursuing liens, and foreclosure of said liens as well as suspension of use rights and Voting Interest.

1.11 Common Area. "Common Area" means any and all real property and any improvements thereon that are owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, without limitation, regardless of whether title has been conveyed to the Association: real property the use of which is dedicated to the Association or its Members by a recorded plat; and real property committed by a declaration of covenants to be leased or conveyed to the Association. The Common Area includes, without limitation, the Golf Course; private roads; the property and installations required for the furnishing of utilities and other services to more than one Lot or to the Common Areas; and tangible personal property required for the maintenance and the operation of the Association, even though owned by the Association.

1.12 Common Expenses. "Common Expenses" means the expenses for which all Owners are liable to the Association, as described in this Declaration, and includes, but is not limited to, all expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing all portions of any Common Areas and Association Property,

including any and all improvements thereon, as well as all personal property for which the Association has such obligation, as set forth in this Declaration. Further, the Common Expenses include, without limitation, the cost of communication services as defined in Florida Statute Section 202.11, information services, and/or Internet services that are obtained pursuant to a bulk contract between the Association and a service provider and the costs of administration and management of the Association and expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in the Governing Documents, by the Act or other applicable law, or as determined proper by the Board.

1.13 Community. "Community" means Royal-Tee Country Club Estates, which is also known as Cape Royal, which consists of the Lands and includes, without limitation, all single-family residential homes, Association Property, and Common Areas that are committed to and subject to this Declaration or the Deed of Restrictions and all real property, including any undeveloped phases.

1.14 Conservation Areas. "Conservation Areas" means any and all of the wetland, preserve areas, mitigation areas, and open space or upland buffers, if any, that are described in or shown on the Plat or that have been created within the Lands by way of a conservation easement.

1.15 Declaration. "Declaration" means this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Royal-Tee Country Club Estates (A/K/A) Cape Royal.

1.16 Deed of Restrictions. "Deed of Restrictions" means the Deed of Restrictions Royal-Tee Country Club Estates, a Subdivision, which was recorded in Official Records Book 187, Pages 501 et cet. Of the Public Records of Lee County, Florida. A portion of the Lands was submitted to the Deed of Restrictions and all owners of Lots remain subject to the Deed of Restrictions.

1.17 Domestic Partners. "Domestic Partners" mean two (2) adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's wellbeing, wherein each partner shares the same permanent address, has no blood relationship to the other that would preclude marriage in the State of Florida, is of an age of legal majority, is jointly responsible for the other's common welfare, shares financial interdependence with the other, and has mutual obligations to the other akin to those of marriage, whether or not registered as a domestic partner with any municipal, county, or state registration. If there is any doubt or disagreement over whether a couple is in a Domestic Partnership, a written opinion rendered by the Association's legal counsel to the Board shall conclusively establish whether the couple is in a Domestic Partnership.

1.18 Family. "Family" shall refer to any one of the following: (i) one (1) natural person, their spouse or Domestic Partner, if any, and their custodial children, if any; or (ii) not more than two (2) natural persons not meeting the requirement of (i) above, but who customarily and continuously reside together as a single housekeeping unit, and the custodial children and/or the parents of said parties, if any. The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "

1.19 Fractional Ownership. "Fractional Ownership" means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Lot (or any other possessory or use right in a Living Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Lot, such as timesharing or interval ownership.

1.20 Golf Course. "Golf Course" means the golf course, maintenance facilities, and clubhouse facilities that is comprised of the land described in Exhibit "A-1."

1.21 Governing Documents. "Governing Documents" means this Declaration; the Articles; the Bylaws; the Rules; and any Architectural Guidelines and Review Procedures as amended from time to time.

1.22 Guest. "Guest" means any person who is not an Owner, a Resident, or a Tenant; and is either (i) physically present in the Community on a temporary basis at the expressed or implied invitation of an Owner, Tenant, Resident or other Guest; or (iii) is acting as the agent of, or at the direction of, an Owner, Tenant, Resident, or other Guest in Community or Association affairs. The term "Guest" shall include, without limitation, all invitees and licensees, whether or not they are acting as anyone's agent or employee.

1.23 Improvement. "Improvement" means and refers to all of the following, which are visible from any vantage point outside of a Living Unit: (i) landscaping and any vegetation on a parcel; (ii) structures of any kind and any improvements to a structure, including, without limitation, anything affixed to the land or to a structure that is of a nature that it would remain permanently affixed, such as lanais and screen enclosures; (iii) fixtures and equipment, including, without limitation anything built on, added to, or constructed upon a parcel, whether or not permanently affixed to the land, such as spas and basketball hoops; and (iv) earthworks and grading. Improvements include, without limitation, all Living Units, and any building, lanais, screen enclosures, fences, hedges, and walls of any kind.

1.24 Lands. "Lands" means the land described in Exhibit "A" to this Declaration, attached hereto.

1.25 Lease. "Lease" shall mean the grant of a right to use or to reside in or upon any portion of a Lot or Living Unit for any form of consideration, and includes, without limitation, landlord-tenant relationships, transient occupancies, vacation rentals, licenses for consideration, and licenses coupled with an interest and other irrevocable licenses. Each new term of a Rental Agreement, including, without limitation, any renewal term, shall each be considered a new Lease, for purposes of this Declaration.

1.26 Living Unit. "Living Unit" means a residential house in the Community that is located on one or more Lots and is intended as an abode for a single family, complete with living space and facilities for sleeping, cooking, and sanitation.

1.27 Lot. "Lot" means the legal description of a single family residential Lot within the Lands. As of the date this Declaration is recorded, there are the four hundred eighty-three (483) platted residential Lots. 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."

1.28 Managing Agent. "Managing Agent" means the community association manager, management firm, or other third-party who renders the services of a community association manager to the Association.

1.29 Member. "Member" means an Owner.

1.30 Membership. "Membership" means the Association's Members.

1.31 Occupant/Occupy. "Occupant" or to "Occupy" when used in connection with a Lot or Living Unit means a natural person who is physically present at a Lot or in a Living Unit on two (2) or more consecutive days, including staying overnight for at least one (1) night.

1.32 Owner. "Owner" means the record owner of legal title to a Lot. An Owner shall neither mean nor refer to a holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any Tenant of an Owner.

1.33 Plat. "Plat" means, collectively, the plat of ROYAL-TEE COUNTRY CLUB ESTATES, which is recorded in Plat Book 37, Pages 1 *et cet.* of the Public Records of Lee County, Florida; the plat of CAPE ROYAL, which is recorded in Plat Book 78, Pages 1 *et cet.* of the Public Records of Lee County, Florida; and the plat of CAPE ROYAL REPLAT, which is recorded as Instrument Number 2006000235150 in the Public records of Lee County, Florida.

1.34 Rental Agreement. "Rental Agreement" means any agreement to Lease any portion of a Lot or Living Unit, whether in writing or entirely verbal.

1.35 Resident. "Resident" means the individual or individuals who are Occupying a Living Unit as their home and not as a Guest. Residents may include, without limitation, Tenants and an Owner's or Tenant's co-habitants in residence.

1.36 Rules. "Rules" means the Association's Rules and Regulations, which are administrative regulations, policies, and procedures governing the use and operation of the Lots, Common Areas, and Association Property as well as the operation and administration of the Association, as adopted, and amended from time to time by the Board.

1.37 "SWMS" means that storm and surface water management system that is designed and constructed or implemented to control water discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges from the system, and includes, without limitation, all

swales, ditches, berms, canals, lakes, preserves, retention ponds, inlets, culverts, weirs, bleeders, catch basins, baffle boxes, grates, manhole covers, and any pipes and outfall structures servicing any of the above in accordance with all applicable environmental resource permits as modified from time to time.

1.38 Tenant. "Tenant" means any person who is neither an Owner nor a Guest and who has the right to use or to reside upon or within a Lot or Living Unit pursuant to a Lease, regardless of whether there is a written Rental Agreement.

1.39 Tract D. Tract D means Tract "D", of the plat of ROYAL-TEE COUNTRY CLUB ESTATES, which is recorded in Plat Book 37, Pages 1 *et cet.* of the Public Records of Lee County. Said tract is designated on the plat as being for "Future Development." As of the date of recording this Declaration, Tract D remains undeveloped land.

1.40 Voting Interest. "Voting Interest" means the vote assigned to each Owner of a Lot to be cast in all matters for which the Members are entitled to vote. Each Lot is assigned one (1) vote. As of the date that this Declaration is recorded, there are four hundred eighty-three (483) Voting Interests for the platted, residential Lots in the Community. Pursuant to the Articles, the Board determines the number of Voting Interests that are attributed to the owner(s) of Tract D.

2. THE ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Association are to hold title to, operate, maintain, repair and replace the Common Areas of the Community and Association Property; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Association shall operate, insure, maintain, and repair all property and related improvements designated by the Association as Common Areas, regardless of whether legal right to that property has been formally conveyed to the Association.

2.1 Management of the Common Areas and Association Property. In addition to all powers and authority created by the Articles, the Association's authority to manage the Common Areas and the Association Property shall include:

2.1.1 The right to establish Rules governing the use of the Lots, the Common Areas, and Association Property.

2.1.2 To the greatest extent, the right to charge reasonable fees or Assessments for the use of the Common Areas and Association Property.

2.1.3 In accordance with Florida Statute Section 720.305, the right to suspend a Member's rights to vote and to use Association Property and Common Areas for any period during which any Assessments against the Member's Lot or any obligation of the Member to the Association remains unpaid, and for a reasonable period during or after any infraction of the Association's Governing Documents.

2.1.4 The right to dedicate or transfer all or any part of the Association Property and Common Areas to any governmental agency, public authority, or utility.

2.1.5 The right to borrow money for the purposes of acquiring, maintaining, repairing, replacing, and altering Association Property, Common Areas, or property that is to be publicly dedicated but required to be upgraded or maintained by any local, state or federal government agency, and in aid thereof to mortgage the same.

2.1.6 The right to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

2.1.7 Subject to the limitations described herein, the right to grant easements to all or any part of the Common Areas to any person or legal entity.

2.1.8 The right and obligation to establish a budget for its fiscal operations and to establish the Assessments needed for such fiscal year.

2.1.9 The right to enforce the provisions of the Governing Documents.

2.1.10 The authority to enter into agreements with Lee County, Florida or other governmental authorities, or another association, whereby the Association takes on the obligation to maintain property that is not Common Area or Association Property or whereby a third party takes on the Association's obligations to maintain the Common Areas and Association Property, and so as to authorize the imposition and expenditure of Assessments to fund such obligations of maintenance.

2.2 Insurance. The Association shall maintain insurance on the Common Areas of such types, in such amounts, and with such companies as the Board deems appropriate. In addition, the Association shall cause all persons with access to Association funds to be insured or bonded with adequate fidelity insurance or bonds.

2.3 Costs. All costs associated with operating and maintaining the Common Area and Association Property shall be the obligation of the Association, except as responsibility for maintenance is otherwise set forth herein.

2.4 Rules and Regulations. The Association, by its Board, shall have the right to promulgate and impose reasonable Rules and thereafter modify, alter, amend, rescind, and augment any of the same with respect to the use and operation of the Lots, Common Areas, and Association Property and the operation and administration of the Association. The Rules so promulgated shall in all respects be consistent with the use covenants set forth in this Declaration. Further, the Rules shall not be arbitrary or capricious.

2.5 Manager. The Association 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 Board may determine to be necessary or desirable.

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

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

2.8 Acts of the Association. 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 Association may be given or taken by its Board, without a vote of the Members. The officers and directors of the Association have a fiduciary relationship to the Members. A Member does not have the authority to act for the Association by reason of being a Member.

2.9 Articles of Incorporation. A true and correct copy of the Articles of Incorporation of the Association are attached as Exhibit "B."

2.10 Bylaws. The Bylaws, as amended and restated, of the Association are attached as Exhibit "C."

2.11 Official Records. The official records of the Association shall be maintained within the State of Florida and as required by Florida Statute Section 720.303 and must be open to inspection and available for photocopying by Members and their authorized agents at reasonable times and places.

2.12 Services. The Association may, if the Board decides to do so, perform or provide any of the following, additional services:

2.12.1 The Association may, to the extent permitted by all applicable governmental authorities and land owners, maintain properties including, but not limited to, publicly dedicated rights-of-way, that are located within a reasonable proximity to the Lands to the extent that their deterioration or appearance would adversely affect the quality or appearance of the Lands. The Association may adopt and may amend and/or supplement standards of maintenance and operation applicable to the Lands which is the maintenance responsibility of another entity or person to assure that such maintenance responsibilities are carried forth in a manner so as to maintain the beauty and aesthetic quality of the Community.

2.12.2 Provide maintenance of any real property upon which the Association has accepted, in an amendment hereto or in another writing, an easement for said maintenance.

2.12.3 Take any and all actions the Board deems necessary to enforce all covenants, conditions and restrictions affecting any part of the Lands and to perform any of the functions or services delegated to the Association in any of the Neighborhood Documents and to be entitled to be reimbursed by the Owner or the Neighborhood Association for the expense or

any cost associated with such services.

2.12.4 Conduct the business of the Association, including, but not limited to, the hiring of professionals to provide services such as legal, accounting, financial and communication services and inform Members of activities, meetings, and other important events as the Board deems necessary or appropriate.

2.12.5 Purchase insurance coverage for and in favor of the Association including but not limited to: general liability and hazard insurance covering improvements and activities on the Common Areas and the Association Property, directors and officers insurance, and any fidelity bond.

2.12.6 Publish and provide notice of and enforce, as the Association deems necessary, the Rules.

2.12.7 Provide and maintain traffic calming devices or install lighting for roads, sidewalks, and bike paths, if any.

2.12.8 Construct, repair and maintain improvements in the Community as further specified herein.

2.12.9 Enter into a bulk contract for the provision of communications services as defined in Florida Statute Section 202.11, information services, and/or Internet services, which shall be deemed an operating expense of the Association, and grant any non-exclusive easements over the Lands that are necessary for the provision of such communication services.

2.12.10 Provide, to the extent deemed necessary by the Board, any and all services, and do any and all things that are incidental to or in furtherance of things listed above, or to carry out the Association mandate to keep and maintain the Common Area, Association Property, and the Lots in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcements which will enhance the quality of life in the Community.

3. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE; MEMBERS' RIGHTS AND EASEMENTS

3.1 Members' Rights and Easements. Every Owner shall have a right and a nonexclusive easement of enjoyment in and to the Common Areas and the Association Property, including ingress and egress over the Community roads as shown and dedicated on any Plat, all of which shall be appurtenant to, and shall pass with title to, each Owner's Lot subject to the following:

3.1.1 The operation of the Golf Course, by the Association or another, as a golf course, with regular and customary restrictions on access to the course, the cart paths, and all related golf facilities. This includes, without limitation, the limited, non-exclusive access of the Community's roadways by the public to access the golf course during its normal hours of

operation.

3.1.2 The right of the Board to set an annual budget and the right of the Association to charge Assessments and fees for the upkeep, maintenance, repair, and replacement of the Common Areas; the Association Property; mailboxes; and any shrubs, trees, ground cover, plant life, and any other organic material whether or not the above-mentioned items extend over, under, or across the boundaries separating Lots from the Common Areas.

3.1.3 The rights of the Association to suspend voting rights of an Owner and to suspend the rights of an Owner or their tenant, guest, or invitee to use Common Areas and Association Property, all in accordance with Florida Statute Section 720.305.

3.1.4 The right of the Association, through its Board, to adopt, amend, and enforce the Rules, including, without limitation, the right to levy and impose fines for violations of the Rules as further provided in the Governing Documents.

3.1.5 The provisions of the Articles, Bylaws, Rules, and the Architectural Guidelines and Review Procedures.

3.1.6 The right of the Association to regulate parking and traffic on the streets within the Community, including, without limitation, the use of access gates, traffic calming devices, signs, and traffic control devices and closing or restricting access for maintenance and special occasions.

3.1.7 The right of the Association, by and through its Board, to take such steps as are reasonably necessary to protect the Common Areas and Association Property.

3.1.8 The right of the Association, by and through its Board, to grant easements over, across and through the Common Areas.

3.1.9 The right of the Association, by and through its Board, to open the Common Areas for temporary use by non-Owners.

3.1.10 The right of the Association to dedicate or transfer or grant an easement or property right, other than to mortgage or convey title, to 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 Association. In accordance with the Original Declaration, no such dedication or transfer shall be effective unless approved by a majority of the entire Membership Voting Interest through a writing that is recorded in the public records of Lee County, Florida.

3.1.11 The right of the Association to partition or the right to hypothecate, mortgage or convey title to the Common Area to any party other than a public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless such mortgage or conveyance is first approved by the affirmative vote or written consent, or any combination thereof, of Owners

holding not less than two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business at the meeting. If any Owner's ingress or egress to his Living Unit is through the Common Area, any conveyance or mortgage of such section of the Common Area is subject to that Owner's easement.

3.2 Original Easements. Each of the following easements from the Original Declaration and from the Prior Declaration are hereby restated and shall all run with the land. Notwithstanding any provision to the contrary in this Declaration, none of the following easements may be substantially amended or revoked in such a way as to unreasonably interfere with their prior and intended uses and purposes, and each such easement shall survive the termination of this Declaration. Within the easement areas reserved pursuant to this subsection 3.2, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the maintenance of drainage or water retention areas and courses, access or which may change the direction or flow or obstruct or retard the flow of water through drainage channels or swales in such easement areas. An Owner may not plant shrubbery in easement areas. Utility companies and the Association will assume no risk to the property of another, therefore, in the conduct of their work within the easement area.

3.2.1 Utilities and Drainage Facilities. Easements for installation and maintenance of utilities and drainage facilities as are required for the Community, which may be granted by the Association. Within these easements, no structure, planting, or other materials may be placed or permitted to remain that may damage, interfere with, or change the direction of flow of drainage facilities within the easement. No Living Unit or other structure of any kind may be built, erected, or maintained within any such easement or reservation of right of way. Such easements, reservations, and rights of way shall, at all times, be open and accessible to public and quasi-public utility corporations and their employees and contractors.

3.2.2 Utility and Drainage Easements over Sides of Lots. There is hereby reserved a six-foot (6') wide easement on each side of certain Lots for overhead utilities or drainage purposes, as further provided in the plat of ROYAL-TEE COUNTRY CLUB ESTATES, which is recorded in Plat Book 37, Pages 1 *et cet.* of the Public Records of Lee County, Florida. The easement rights reserved pursuant to this subsection do not require the Association to maintain these easement areas or install or maintain the drainage areas, water retention areas, courses, utilities, or improvements that may be located on, in, or under the easement areas or that may be served by them. Accordingly, any such easement area within a Lot and all improvements within the easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or a utility company is responsible for maintaining, and except for storm drains that empty into the lakes that the Association is responsible for maintaining.

3.2.3 Utility Easements over Fronts of Lots. There is hereby reserved, on the front of certain Lots, a ten-foot (10') wide easement parallel and adjacent to the Community's roadways, as further provided in the plat of ROYAL-TEE COUNTRY CLUB ESTATES, which is recorded in Plat Book 37, Pages 1 *et cet.* of the Public Records of Lee County, Florida, for public utilities. To the extent that drainage facilities, including slough control areas, are located within such utility easement areas, or within the sixty-foot (60') wide road right of way within the

Community, the Association shall be responsible for maintaining these drainage facilities. However, those improvements for which a public authority or utility company are responsible shall remain the responsibility of such public authority or utility company.

3.2.4 Golf Course Easement. There is hereby granted and reserved to the owner of the Golf Course, its lessees, guests, patrons, employees, successors, and assigns, the right of ingress and egress over and across the private roads of the Community for the purposes of accessing the Golf Course. There is hereby granted to the owner of the Golf Course, its lessees, guests, patrons, employees, successors, and assigns, easements to permit the doing of every act necessary and proper to the playing of golf on the Golf Course adjacent to the Lots. These acts shall include, but not be limited to, the reasonable recovery of golf balls from backyard areas of Lots that are not enclosed (subject to further limitation by the rules of golf play), the flights of golf balls over and upon such Lots, the use of necessary and unusual equipment upon such Golf Course (and within the easement area herein set out), the usual and common noise level created by the play of the game of golf, together with all of the other common and usual activity associated with the operation of the Golf Course. All purchasers of Lots hereby consent to the irrigation of the Golf Course with treated effluent, provided that said effluent is emanated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection (the successor to the Florida Department of Environmental Regulation), or its successor. No Living Unit or other structure of any kind may be built, erected or maintained so as to encroach upon the Golf Course by anyone other than the owner of the Golf Course.

3.3 Perpetual Nonexclusive Easement in Common Areas. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all Owners and Residents of the subject property and their Guests for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

3.4 Association Right of Entry. Association is hereby granted a perpetual and irrevocable easement over, under, and across the Lands for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration, or repair that the Association is entitled or obligated to perform.

3.5 Delegation of Rights. Notwithstanding any provision to the contrary in an Owner's Rental Agreement that is signed after this Declaration is recorded, when a Lot is Leased, the Tenant shall have all of the Lot Owner's use rights in and to the Common Areas and Association Property, and the Owner shall have no such rights with respect to the Lot except as a Guest. If an Owner's use rights have been suspended, then the use rights of the Owner's Residents, Tenants, and Guests shall be suspended as well.

3.6 Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, his right or enjoyment to the Common Areas to members of the Owner's family, the Owner's Tenants or contract purchasers who reside in the Owner's Living Unit. An Owner or Tenant may delegate their privilege to use the Common Areas to a Guest, provided the Owner or Tenant accompanies their Guest while the Guest is using the Common Areas. Owners shall be

responsible for the actions occurring in the Community and the debts incurred to the Association by any person to whom the Owner has delegated their right to use the Common Areas. Owners may not delegate their obligations to pay Assessments.

3.7 Maintenance and Alteration. The Association is responsible for the maintenance, repair, replacement, insurance, protection, and control of all Association Property and Common Areas in accordance with the applicable laws. The Association shall keep the same in a good, safe, clean, attractive and sanitary condition, and in good working order at all times. The Association may delegate some or all of these responsibilities to a third party, such as an operator of the Golf Course. However, the Association shall oversee the third party's work, and the Association shall intervene if the third party fails to uphold its delegated duties. There shall be no alterations of or additions to the Common Areas or Association Property except with the prior approval of the Board. Notwithstanding the foregoing, any such alteration or addition costing more than ten percent (10%) of the Association's annual budget including reserves in the aggregate during any Association fiscal year must first be approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business at the meeting. Notwithstanding the foregoing, regardless of cost, no Membership approval is required for any work, alteration, or addition that is reasonably necessary to meet the Association's obligations under this Section or that is required by law or by any governmental entity.

3.8 Partition, Subdivision, and Encumbrance. Nothing herein shall be construed to prohibit judicial partition of any Lot. However, the ownership of a Lot and the ownership of a Living Unit situated on the Lot may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot or other parcel in the Community hold membership in the Association.

4. COMMUNITY ASSOCIATION MEMBERSHIP VOTING RIGHTS. The Association has two (2) classes of Member. The Class A Members are the Owners of Lots within the Community. The Class B Member is the owner, or their successor or assign, of Tract D. Each Lot is assigned one (1) vote. As of the date that this Declaration is recorded, there are four hundred eighty-three (483) Voting Interests for the platted, residential Lots in the Community. Pursuant to the Articles, the Board determines the number of Voting Interests that are attributed to the owner(s) of Tract D.

5. GENERAL COVENANTS AND USE RESTRICTIONS. The Community is subject to the following covenants, restrictions, reservations and conditions which shall be binding upon each Owner who shall acquire hereafter a Lot or any other portion of the Community, and shall be binding upon their respective heirs, personal representatives, successors and assigns as well as any tenants or Guests who enter the Community.

5.1 Deed of Restrictions. The provisions of the Deed of Restrictions are hereby incorporated into this Declaration as if they were terms of this Declaration. The violation of the Deed of Restrictions shall be deemed to be the violation of this Section 5.1 of the Declaration and be subject to all available remedies for enforcement of this Declaration.

5.2 Use and Condition.

5.2.1 Prohibited Uses. No portion of the Community shall be used for any immoral, improper or unlawful purpose. Further, no use or behavior shall be allowed that will: (i) create a public or private nuisance; (ii) unreasonably interfere with the possession or enjoyment of any Owner, Resident, or Guest of the Community; (iii) be a source of unreasonable annoyance, injury, or endangerment to or of any Owner, Resident, or Guest of the Community or their property; (iv) increase insurance rates; (v) negatively affect the value of the Lots; or (vi) present an unreasonable risk to the health, safety, or welfare of others. In the event that there is a dispute regarding whether a specific activity or behavior qualifies as a nuisance or any one of the prohibited uses above, the Board reserves the right to make the final determination in its sole and absolute discretion.

5.2.2 Association Agents and Employees. All of the Association's agents and employees are at the direction of the Association's Board, and no one may attempt to direct, oversee, manage, chastise, or admonish any of the Association's agents or employees without the Board's prior, written consent. Without the Board's prior, written consent, it is a violation of this Section for any Owner, Tenant, Resident, or Guest to interfere with the work undertaken by the Association's agents or employees. Further, it is a violation of this Section for anyone to harass, such as through an unreasonable number of emails, phone calls, or letters; demean; berate; make unreasonable demands of; or use profane language in any communication toward any of the Association's employees or agents. Any Owner, Tenant, Resident, or Guest who interferes with any of the Association's agents or employees, which causing said agent or employee to terminate their employment or their engagement with the Association, shall be liable to the Association for the Association's added cost to hire a replacement employee or other agent, and this cost shall become a Charge against the Owner at fault or deemed to be responsible for the actions of the party at fault.

5.2.3 Neat and Orderly Use of Property. All property in the Community shall be kept in a neat and orderly manner. All parcels in the Community shall be used in accordance with all federal, state, and local laws and ordinances. No unsightly growth shall be permitted to grow or remain upon any Lot or Common Area and no refuse pile or other unsightly object shall be allowed to be placed or to remain anywhere.

5.2.4 No Nuisance Use. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner may be located, used, or placed on any Lot or exposed to the view of other Owners without the prior written approval of the Board, which approval may be conditioned or denied by the Board for any reason or for no reason in the Board's sole discretion.

5.2.5 Quiet Hours and Work Hours. Quiet hours, when all noise and sound should be kept to a minimum, are between the hours of 9:00 p.m. ET and 7:00 a.m. ET. Workman

and other vendors are permitted to perform construction activity that creates noise that can be heard outdoors on neighboring Lots only during the hours of 7:00 a.m. ET and 6:00 p.m. ET Monday through Friday and between 7:00 a.m. ET and 4:00 p.m. ET on Saturdays. No such work may be performed on Sundays or on federal holidays. The Board may relax or suspend the applicability or enforcement of these provisions in emergency conditions, such as in the aftermath of a hurricane or when there is need for emergency work, such as to stop a plumbing leak.

5.2.6 Personal Property Items and Fixtures. All loose items of personal property of Owners, Residents, Tenants, or Guests, such as tools, toys, furniture (excluding patio furniture), appliances, and household items must be kept indoors or in the rear yard of a Lot screened from view and not fronting any street. A Lot's exterior equipment, such as pool heaters, pool pumps, and pool circulators, air condenser units, generators, water softener systems, and reverse osmosis systems shall be maintained, repaired, and occasionally replaced by the Lot's Owner to prevent excess or unreasonable noise.

5.3 Residential Use. The Lots may only be used for residential purposes and as a home for a single Family. No more than two (2) persons per bedroom, plus two (2) may Occupy a Living Unit at any one time. No industrial or other non-residential use is permitted. No trade, business, profession or other commercial activities may be conducted on any Lot or within any Living Unit, which would indicate in the sole discretion of the Board, that the Living Unit or Lot was being used for a business, profession, trade, or other commercial use, nor may the name of the Community or the address of any Lot or Living Unit be publicly advertised as the location of any business. Notwithstanding, the address of a Living Unit may be registered with applicable governmental agencies as the principal office or mailing address of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This Section shall not be construed to prohibit any Owner or Resident 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; provided that any such use does not involve customers or clients coming into the Community; the posting of any signage in the Community; or the storage of any equipment, products or materials in the Community. Such uses are expressly declared customarily incident to residential use. This Section is, however, intended to prohibit commercial or business activity by an Owner or Resident that would unreasonably disrupt the residential ambiance of the Community 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.

5.4 Waterbodies. No boats, kayaks, canoes, or watercraft of any type may be used on any water body which is part of the Common Areas, except those used by the Association or contractor for maintenance or other lawful purposes. No solid or liquid waste, litter, or other materials may be discharged or thrown into any waterbody or on the banks thereof. No landscaping (other than that initially installed or approved by the ARB) or improvements (regardless of whether or not permanently attached to the land or to other improvements) may be placed within any Conservation Area or any lake, maintenance, access, or similar easements around waterbodies.

5.5 Animal Restrictions. Violation of any of the following conditions or any supplemental Rules shall be grounds for the removal of the animal at issue:

5.5.1 Type, Number, & No Commercial Purpose. Residents may keep and harbor only domesticated, non-invasive species of animals as pets in reasonable numbers. Without limiting the generality of the foregoing, if the number of animals kept in a Living Unit at any time is deemed by Lee County Domestic Animal Services or applicable local ordinance as unreasonable or excessive, the same shall be automatically deemed unreasonable hereunder. Everyone is prohibited from keeping or bringing any other pets and any commercial animals into the Community, including, without limitation, livestock, poultry, horses, chickens, and pigs. No animals may be bred or raised in the Community for any commercial purpose. Further, the handler of any pet shall indemnify, defend, and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of bringing the pet into the Community.

5.5.2 Breed and Temperament Restrictions. Wolves, wolf hybrids, and Savannah cats within the F-1 to F-3 generations are all prohibited. In addition, in no event may a "dangerous animal," as defined by Section 4-19 of the Code of Ordinances of Lee County, Florida remain in the Community. The Handler of an animal deemed to be a dangerous animal shall immediately inform the Association when the animal is removed from the Community.

5.5.3 Handling, Vaccination, & Waste Collection. The term **"Handler"** shall mean the individual or individuals who own any animal or who are caring for any animal that is residing in the Community or temporarily visiting the Community. All animals must be on a leash or in a carrier at all times while present in an unconfined space outdoors. No animals may be tied-up or left unattended outside of a Living Unit or on a lanai, patio, or balcony, and no animal may be kept tied outside of a Living Unit. Handlers must promptly pick up and dispose of all solid waste that is left by their animals. A Handler shall dispose of their animal's solid waste in the Handler's trash container. Handlers must be physically capable of restraining their animals at all times. If a Handler is incapable of restraining their animal such that the animal is allowed to lunge or come into unwanted contact with others (including other animals), then the Handler must remove the animal from the Community. Animals may not come into unwanted physical contact with others (including other animals). Handlers are not permitted to bring any animal into the Community or keep any animal that regularly exhibits aggressive behaviors and tendencies, including, without limitation, growling, snarling, hissing, showing teeth, scratching, or biting, and Handlers may be required by the Association to remove these animals from the Community after a written warning. Animals may not become an unreasonable source of noise or annoyance, including, but not limited to, uncontrolled barking, growling, grunting, or howling. If reasonable noise complaints are made in regard to a Handler's animal, then the Handler may be asked to consult with a veterinarian on the use of a bark collar or other similar device to prevent excessive or loud noise. If these measures are insufficient to stop the noise, then the Handler must remove the animal from the Community. Handlers must keep their animals up to date with their rabies vaccination in accordance with local ordinances, and proof of updated vaccination record must be provided to the Association upon reasonable request. Any violation of the provisions of this Section is deemed to be an unreasonable annoyance or nuisance to the Residents.

5.6 Maintenance, Repair, and Capital Replacement of Lots and Living Units. Except as otherwise provided herein to the contrary, all portions of a Lot and its Living Unit (if any), and all fixtures, equipment, appliances, and other improvements comprising any part thereof or exclusively serving the same, including, but not limited to, screens and screen enclosures; screen doors; windows and doors; window caulking; window sills and sliding door tracks; driveways; exterior steps and walkways; garage doors and openers; roofs; soffit; gutters; attic and garage vents; landscaped areas; exterior painting; porches and walkways; exterior doors; light fixtures; pool decks; pools, spas, and pool equipment; fences and walls; all mechanical and electrical systems; and heating, ventilating, and air conditioning systems and components; sewer lines from cleanout to Living Unit; water lines from meters to Living Unit; swales, berms, fill; and any and all structures shall be regularly and continuously maintained, kept in good repair, and when necessary, replaced by and at the expense of the respective Lot's Owner. Each Owner shall maintain their Lot and all improvements thereon in a condition comparable to the condition of a majority of the other Lots and Living Units in the Community. All maintenance, repairs, or replacements for which Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Living Units or the appearance of the Owner's Living Unit, shall be performed promptly as the need arises. In addition, without limiting the foregoing, Owners are subject to the following restrictions and requirements:

5.6.1 Lawns, Landscaping; Irrigation Systems. Except for designated Conservation Areas and portions of the SWMS (including littoral zones), buffer zones (intended to separate Lots or buildable portions thereof from Conservation Areas), open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their Owners in an aesthetically pleasing manner as lawn or landscaped areas to the pavement edge of any abutting streets. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. All landscaping and yard areas shall be irrigated, fertilized, mowed, trimmed and cared for regularly. Diseased and dead plants and grass shall be replaced promptly. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot. No high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot. Owners shall irrigate, mow, trim, and regularly care for all landscaping and yard areas. Owners shall promptly remove and replace any dead or diseased sod, shrubs, flowers, or other plants on their Lots, and Owners shall promptly prune and remove excessive weeds, underbrush, and unsightly growth from their Lots. All lawns and landscaping shall be completed at the time of completion of any new 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 and other landscaping areas must be regularly cut and mulched, and Owners shall replace any trees, shrubs, grass, flowers, and any other landscaping that dies or must be replaced annually. Maintenance, repair, and replacement of any irrigation lines servicing a Lot shall be the responsibility of the Lot's Owner. Owners shall abide by all governmental restrictions regarding the use of irrigation water. Each Owner shall maintain, repair, and replace, in good and serviceable condition, all components of any irrigation system that services their Lot. Owners shall regularly cut and mulch the planting beds and other landscaping areas of their Lots. Wherever a Lot's landscaping extends naturally beyond the boundary of the Lot, such as where a driveway or other improvement extends into a road right-of-way shown on a Plat, then the Lot's Owner shall be responsible for maintaining the landscaping that encroaches

beyond the Lot's boundary as if the landscaping were an extension of the Lot. No high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot. An Owner shall maintain, repair, and replace, in good and serviceable condition, all components of the irrigation systems that services the Owner's Lot. If a Lot Owner does not regularly service their Lot's irrigation such that the Lot's landscaping begins to wither or die, then the Association may enter up on the Lot to inspect the irrigation system. If, during an inspection of the irrigation equipment, dirt is discovered in the valves of the Lot's irrigation control box, then the Association may perform such repair and replacement as necessary and the Owner of the Lot shall be responsible for all costs so incurred as a Charge to the Owner. Notwithstanding the foregoing, the landscaping and ground cover of undeveloped, vacant Lots may be maintained by the Association using vendors that are approved by the Board. Each Owner of any such vacant Lot shall be billed annually as a Charge for the Association's cost of providing this maintenance service. The Owner of such a vacant Lot may opt out of receiving the Association's maintenance service by providing the Association with written notice to this effect. If such an Owner opts out of receiving the Association's maintenance service, then the Owner shall be required to maintain their Lot to the same standard as the service provided by the Association to other such vacant Lots. As provided further in Section 7 of this Declaration, any new or replacement landscaping on a Lot must be approved by the ARB before being planted or installed.

5.6.2 Driveways, Parking Areas, and Walkways. Driveways, parking areas, and walkways must be paved with concrete, paver blocks, or another hard surface approved by the ARB and must be maintained in a clean condition that is free from oil, rust or other unsightly stains; pollen; vegetation, including, without limitation, weeds (dead or alive); accumulated dirt or mud; mold and mildew; and excessive cracking, potholes, or missing pavers. Owners shall regularly sweep, clean, and power wash these areas of their Lots, and Owners shall regularly repair any cracks and damaged portions of these areas.

5.6.3 Pools and Spas. Owners must regularly clean and service their pools, spas, and accompanying equipment. Pool and spa water shall not become stagnant, discolored from algae or other biological growth, or a habitation for mosquitos. No pools may be left empty, except temporarily while undergoing maintenance, repair, or construction and only with sufficient signage and barriers to prevent an unreasonable risk of harm. Pool and spa maintenance equipment stored or used on a Lot must be stored in such manner as not to be visible from any road easement or common roadway of the Community. These items must be stored behind a visual barrier of an aesthetically pleasing appearance, which must be approved by the ARB.

5.6.4 Street Gutters. Owners shall maintain the street gutter in front of their Lots, if any, in a clean and attractive condition.

5.7 Casualty Repairs and Replacements. Each Owner is advised to maintain adequate property insurance on their Living Unit and other structures contained within their Lots, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, then the Owner shall 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 eighteen (18) months after the date such damage or destruction occurred. However, the Board may extend these deadlines for damage or destruction that is caused by a mass-casualty event, such as a hurricane. All such repairs or replacements must be approved in writing by the ARB. Unless alterations or additions are approved by the ARB, the Owner must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements; or else Owner must promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site. If any Owner fails to comply with this Section within the time periods provided, then the Association shall be deemed to have been granted the right, but not the obligation, by the Owner 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 Association exercises the rights afforded to it by this Section, then the Owner shall be deemed to have assigned to the Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction, and any Association expense not covered by insurance shall be assessed against Owner as a Charge. With prior and reasonable notice to the Owner of the Lot for the purpose of performing the duties authorized by this Section, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Lot at reasonable hours and perform such duties.

5.8 Enforcement upon Non-Compliance. If an Owner fails to uphold their duties to maintain, repair, and replace their Lot or Living Unit, then, upon fourteen (14) days' written notice by the Association, except in an emergency, the Association may, but shall not be obligated to, enter upon the Lot or the exterior portion of a Living Unit and perform all necessary work, the cost of which shall then be assessed to the Owner as a Charge. For purposes of this Section only, an emergency means circumstances in which there will be imminent harm to persons or property if prompt action is not taken. In an emergency, the Association is not required to provide written notice before entering upon a Lot or Living Unit to perform necessary work at the Owner's expense as a Charge. Notwithstanding, nothing herein obligates the Association to exercise its rights under this Section. No exercise of this remedy or any other remedy provided in the Governing Documents or under the Act shall be deemed an election of remedies, and all available remedies shall be deemed to be cumulative and not exclusive.

5.9 Optional Services. The Association has the right, but not the obligation, to offer optional services to the Owners, such as landscape maintenance, exterior painting, security, and pest control. The expense of providing these optional services shall be collected as a Charge against the Owners receiving the optional services.

5.10 Association's Duties to Maintain, Repair, and Replace Common Areas, Association Property, and Mailboxes. The Association shall maintain, repair and replace, as necessary, the following, notwithstanding ownership: (i) any Association Property; (ii) the Community's entry walls, fencing, signs, and lighting; (iii) the landscaping and the irrigation system located at the entrances to the Community and in any Common Area Tracts located within the Community, all or a portion of such responsibility may be delegated by the Association to an entity that operates the Golf Course; (iv) that portion of SWMS within the Common Area,

including but not limited to, all ditches, culverts, and in-flow and out-flow structures; (v) the common roadway in the Community; and (vi) the Community's mailboxes, regardless of where located. Only the Association's agents and employees may access or control the irrigation systems for Common Areas and Association Property, and an Owner shall be responsible, as a Charge, for the cost of repairing any damage caused to this irrigation system by the Owner or any party for whom the Owner is responsible. The Association's duties to maintain, repair, and replace may include landscaping, walls, fences, signs, electrical and utility installations, and other improvements that are located within the Common Areas for aesthetic purposes. Nothing contained herein prohibits the Board from determining to maintain any landscaping within or adjacent to any public or private street or right-of-way that is contiguous to the Community, to the extent said street or right-of-way is not maintained by any other party to an acceptable level, as determined by the Board. The Association's cost of performing its maintenance, repair, and replacement duties is a Common Expense unless otherwise expressly provided in this Declaration. If, however, the Association is required to maintain, repair, or replace anything due to the intentional or negligent act or omission of an Owner, the Owner's Guest, or any Tenant or Resident of the Owner's Living Unit, then the Association's cost shall be become a Charge against the Owner that is collected to reimburse the Association.

5.11 New Construction, Reconstruction, or Remodeling of Living Units, Commencement and Completion. In the case of any new construction, reconstruction, or major remodeling or additions to new or existing Living Units, once the construction of any building or other improvement is commenced, substantial work toward the completion of the construction shall be pursued diligently and the buildings and other improvements shall be completed within a reasonable period of time after commencement. If, for any reason, there is no substantial progress made toward the completion of a building or other improvement commenced on a Lot for a period of ninety (90) days, then after the Association provides the Lot's Owner with written notice, the Association may enter upon the premises and take such action as the Association may deem appropriate to correct the undesirable appearance of the partially completed buildings and improvements, including completion thereof, at the cost and expense of the Owner of the Lot, which shall be assessed as a Charge. Any member of the ARB or its agents shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purposes of ascertaining whether or not these restrictive covenants have been or are being satisfied. Such persons shall not be deemed guilty of trespass by reason of such entry.

5.12 Garbage. All rubbish, trash, garbage, horticultural waste, or other waste material shall be placed in covered sanitary containers which are kept out of the view of neighbors and the Golf Course. Fenced areas for this purpose must be approved by the ARB. Trash or yard waste should not be placed roadside until the day before scheduled pickup and the containers are to be removed as soon as possible. The use of dumpsters and the disposal of garbage for any new construction or renovation project shall be in accordance with all Architectural Guidelines and Review Procedures.

5.13 Exterior Equipment. Owners may screen all exterior equipment on their Lots, such as generators, air conditioning condenser units, and pool pumps from view from the vantage of anyone standing on a street in the Community or standing on another Lot or the Golf Course. Any such screening must be approved by the ARB before installation.

5.14 Vehicle Storage and Parking. Any vehicle that is parked or stored in violation of this Section or any Rules adopted by the Board in furtherance of this Section, is subject to being towed away at expense of the vehicle's owner without further warning. Vehicles shall not be permitted to be parked or stored at any time within the Community except in garages, driveways, and temporarily on streets as provided further below. Except as otherwise provided below, commercial vehicles, vehicles displaying signs, and trucks one ton or larger may only be parked overnight inside of a garage with the garage door closed. No campers, other recreational vehicles, boats, trailers, and like vehicles may be kept outside of a closed garage except for loading and unloading and in no event may they remain outside of a closed garage for more than seventy-two (72) hours.

5.15 On-Street Parking. Except as otherwise provided herein, on-street parking is prohibited. Notwithstanding the foregoing, on-street parking is permitted temporarily without the Board's prior approval, for vendors and service providers and personal social events of less than eight (8) hours. In all events, any vehicle parked on the Community streets must be parked parallel and against the street edge in the correct direction as traffic. No vehicle shall be parked in such as way as to block or obstruct any driveway or restrict the passage of emergency vehicles. The Board may relax or suspend the applicability or the enforcement of these provisions.

5.16 Speed Limit, Revving, & Operation. A speed limit of twenty-five (25) miles per hour applies throughout the Community's common roadway. Engine revving and the operation of a vehicle without a stock muffler, manifold pipe, and tail piping in the Community are prohibited. With the exception of golf carts and low speed vehicles, which may be operated on cart paths when in use for golf in accordance with the rules and policies of the Golf Course, all vehicles must be driven or operated on driveways, designated parking areas, and on the Community's common roadway. All vehicles shall be operated in accordance with the speed limit and all traffic control devices and signs. All vehicles traveling on a Community roadway road must be operated upon the right half of the roadway for the path of travel, except when safely passing another vehicle or when maneuvering around an obstruction in the roadway. Golf carts are allowed to be used on the Community's private roads. Golf carts must be operated in compliance with Florida law.

5.17 Moving Trailers, Vans, PODs, & Home Renovation Storage Containers. Moving trailers and vans, including placement and storage of PODs and similar containers, and dumpsters and other home renovation storage containers may only be parked or stored on an Owner's driveway on a temporary basis with the Board's prior written approval which shall not be withheld unreasonably. When a Resident requests to keep one of these vehicles or containers, the Resident must provide the Board with a reasonable estimate of the length of time that the vehicles or container is needed by the Resident. If the Board approves of the placement of such a vehicle or container, then the Board shall specify the duration of time permitted, and the Board may grant extensions as necessary and reasonable. If an extension is not granted, then the vehicle or container must be removed by the Resident before the end of the approved duration.

5.18 Mining and Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Community. Excepted from the

foregoing shall be activities of Association and its agents in keeping with the Association's Governing Documents.

5.19 Subdivision and Regulation of Lands. With the exception of Tract D, which may yet be developed or subdivided, no Lot or Living Unit may be divided or subdivided. Subject to the other terms hereof, no Owner may initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the Community's general scheme of development or any other governmental plans, land development regulation, development orders, or development permits applicable to the Community, or to any Lot, Living Unit, or other parcel in the Community, without the prior written approval of the Board, which approval may be conditioned or denied by the Board for any reason or for no reason in the Board's sole discretion. Nothing herein is intended to prohibit judicial partition of a Lot or Living Unit.

5.20 Playground and Sports Equipment, Toys, & Clotheslines. With the exception of portable basketball hoops and backboards, playground equipment; sporting or exercise equipment; and any other toys, play equipment, and sports equipment, including but not limited to, golf nets, hockey nets, swing sets, merry-go-rounds, play pens, skateboard half pipes, trampolines, and sandboxes (hereinafter **"Recreational Facilities"**) may only be located in the rear yard of a Lot and not fronting any street. Basketball backboards may not be attached to a Living Unit. The owner of a Recreational Facility shall maintain the Recreational Facility in a good manner. Clotheslines are only permitted under or on lanais. Toys may not be stored or left overnight in view by others.

5.21 Drones. Drones are not permitted for personal or recreational use anywhere in the Community. Drones may be used by venders and service providers for the provision of goods and services in the Community and by the Association in the exercise of its obligations. No drone may be used or operated with the intention or purpose of pestering anyone nor may drone use interfere with a Resident's reasonable expectation of privacy.

5.22 Solicitors. No door-to-door solicitors and no soliciting are allowed within the Community.

5.23 Shutters. Shutters, including hurricane shutters, and other hurricane protection, may only be deployed if a storm advisory is in effect or for an Owner to keep out the sun, the heat, or the cold, or to secure a Living Unit when the Residents of the Living Unit are away.

5.24 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings. No newspaper, aluminum foil, sheets, or other temporary window treatments are permitted. No reflective tint coating or covering may be added to any glass or window surface without the ARB's prior approval.

5.25 Restriction on Right to Withdraw Water. The withdraw or any use of the water from any lake, pond, retention facility or drainage ditch forming a part of the SWMS is prohibited without the prior, written approval of the Board. The right to use this water, if granted, shall only be for irrigation. Any Board approval may be given unconditionally or conditioned upon terms and limitations as the Board determines to be appropriate, in its sole discretion, including but not

necessarily limited to, the imposition of a Charge for the use of the water. Any approval once given may be revoked or suspended by the Board if it, in its sole discretion, determines that the right has been abused or that circumstances have changed so that it is in the best interest of the Association that authorization be withdrawn. Likewise, the Board may impose additional conditions or alter those already imposed. Nothing contained herein imposes any obligation upon the Board to permit the withdrawal and use of water by any person and the Board may be arbitrary in reaching any determination hereunder; provided however, those in substantially similar situations shall be treated in a uniform, fair and reasonable manner. If, however, the Board determines there are a limited number of Owners who may withdraw water from any given source, then the Board may limit the number who may so withdraw and use the water, and the Board may establish priorities as the Board determines to be appropriate.

5.26 Surface and Storm Water Management & Conservation Areas. The Association is responsible for the maintenance of the SWMS pursuant to a an environmental resource permit that was issued by the South Florida Water Management District (Permit No. 36-0045-S). No plant trimmings or other debris may be deposited in a swale, ditch, lake, pond, drain, or any other drainage, detention or retention facility within the Community, whether or not part of the SWMS. Any Owner, or person for whom the Owner is responsible, who causes or permits alteration of the contours of land or drainage or otherwise interferes with the SWMS is liable to the Association for any damage caused thereto or to other parts of the Community as a Charge against the Owner. No toys of any kind are permitted on any of the Land's lakes, ponds, swales, drainage ways, or wet retention ponds or other areas intended for the accumulation or movement of surface or storm waters. No one may unreasonably deny or prevent access to the Association or to any appropriate governmental agency to any portion of the SWMS and accompanying areas for maintenance, repair, or landscaping purposes. Nonexclusive easements therefor are hereby specifically reserved and created. There shall be no filling of any lake, pond, canal, or other water retention or drainage area which it abuts. No person shall fill, dike, rip-rap, block, divert, or change the established water retention and drainage areas that are part of the SWMS without the prior written consent of the ARB, the Board, and the South Florida Water Management District. No person other than the Association, without the prior approval of the Board, may draw water for irrigation or other purposes from any lake, pond, canal, or other water management area that is part of the SWMS. The Association may enter any portion of the Community and make whatever alterations, improvements or repairs are deemed necessary to maintain and repair the SWMS. The cost shall be a Common Expense of the Association. HOWEVER, THERE SHALL BE NO ACTIVITY IN A CONSERVATION AREA THAT IS PROHIBITED BY ANY PERMIT, BY ANY CONSERVATION OR PRESERVE EASEMENT, OR BY THE PLATS. Nothing in this Section shall be construed to allow any person to construct any new water management facility or to alter the SWMS or the Conservation Areas in any way without abiding by all requirements of this Declaration and without obtaining the necessary permits from all governmental agencies having jurisdiction, including, without limitation, the South Florida Water Management District.

6. MEMBERSHIP IN THE COMMUNITY ASSOCIATION AND ASSESSMENTS.

The Association shall make, levy, and collect Assessments against Lots as provided below and in the Association's other Governing Documents:

6.1 Creation of Lien and Personal Obligation for Assessments. Subject to the provisions of this Declaration, each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association Regular Assessments, Special Assessments, Charges, and Capital Contributions. Such Assessments shall be established and collected as provided herein and in the Bylaws. All such Assessments, together with interest thereon, late fees, and costs and expenses of collection thereof, including, without limitation, attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the Assessment is made. The Assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot to an Owner. Each Assessment levied upon a Lot shall constitute a personal obligation of that Lot's Owner and, except as otherwise provided herein, a joint and several obligation of the Owner's successors and assigns. The Assessments are defined, calculated, and levied as follows:

6.1.1 Regular Assessments shall mean all Assessments adopted by the Board through the Association's annual budget to pay for the Common Expenses. Regular Assessments shall be allocated and paid by the Owners, with each Owner paying a share of the Common Expense for each Lot owned. The share of the Common Expense for each Lot is a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots.

6.1.2 Special Assessments shall mean Assessments levied by the Board against the Lot Owners for Common Expenses that are not funded by the Regular Assessments or other sources of revenue. Special Assessments shall be allocated and paid by the Owners, with each Owner paying a share the numerator of which is one (1) and the denominator of which is the total number of Lots. The Board has the power and the authority to levy Special Assessments as the Board determines necessary in the Board's discretion subject to the limitations contained herein and in the Bylaws that may require Membership approval of a Special Assessment. If any Special Assessment exceeds fifteen percent (15%) of the Regular Assessments levied (or to be levied) in the fiscal year in which the Special Assessment is adopted by the Board, then the Special Assessment must also be approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business. Notwithstanding the foregoing, Membership approval is not required for any Special Assessments (or portions thereof) that are needed to raise funds for the following purposes or circumstances: (i) when reasonably necessary for the maintenance, repair, or replacement of a Common Area without alteration or enlargements except as may be required by law or by code; (ii) when reasonably necessary to meet a deficit in the Association's Common Expense for debt obligations that were duly adopted; or (iii) for any purpose for which Florida law permits the levy of a Special Assessment without Membership approval despite the provisions of the Governing Documents.

6.1.3 Charges shall mean any legal or equitable indebtedness or monetary obligation of an Owner to the Association other than Regular Assessments, Special Assessments, and Capital Contributions, and shall include, without limitation, sums owed to or due to the Association from an Owner or any cost or expense incurred by the Association on behalf of or because of an Owner which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents. Charges shall be collected in the same manner as any other Assessment and shall be

secured by a continuing lien enforceable in the same manner as Regular and Special Assessments. Charges are not allocated equally to all Owners.

6.1.4 Capital Contributions. Capital Contributions shall be owed in addition to Regular Assessments, Special Assessments, and Charges, upon the transfer of title to any Lot, the new Owner of the Lot shall pay a Capital Contribution to the Association in an amount equal to THREE THOUSAND FIVE HUNDRED U.S. DOLLARS ($3,500.00) or any other greater or lesser amount set by a written resolution of the Board, but in no event may the Board increase or decrease the amount of the Capital Contribution by more than ten percent (10%) in any three-hundred sixty-five (365) day period. Payment of the Capital Contribution shall be the legal obligation of the transferee who took title to a Lot, and the due date for the Resale Capital Contribution shall be the date of the closing of the conveyance. The Capital Contribution shall be collected in the same manner as any other Assessment and shall be secured by a continuing lien enforceable in the same manner as any other Assessment. For purposes of this Section, the phrase "transfer of title" shall mean the transfer of record legal title to a Lot by operation of law, by deed, or by any other 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. The term "conveyance" shall not include the following changes in title to a Lot, which are exempt from and do not trigger a Capital Contribution: (i) between and among co-Owners of the same Lot being transferred without the addition of a party to the Lot's title; (ii) to an Owner's heir resulting from the death of the Owner; (iii) to a trustee (including, without limitation, to the Owner as settlor of the Owner's own revocable trust) for *bona fide* estate planning or tax purposes; (iv) the creation of an enhanced life estate that includes a reservation of the right to convey and encumber the Lot (known as a "lady bird deed"); (v) to an Owner's spouse or to an Owner's former spouse pursuant to a marital settlement agreement or court order related to the Owner's divorce from their former spouse; (vi) between business entities that are under the same ownership and control for purposes of retitling a Lot without the payment of consideration; (vii) to the Association; and (viii) to a mortgagee, or to a mortgagees successor or assignee as a subsequent holder of the mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure. Funds raised by the Capital Contribution shall be used to fund any reserve accounts.

6.2 Budget.

6.2.1 Annual Budget. The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year. Adjustments may be made by the Board in the annual budget and in the Assessments from time to time to allow for any changes for Common Expenses, except as provided below.

6.2.2 Limitation on Increases in Assessments. Notwithstanding the foregoing, to the greatest extent permitted by law, if the annual budget proposed by the Board or amended by the Board will exceed one hundred-ten percent (110%) of the Regular Assessments to be levied or that were levied in the preceding fiscal year, then the annual budget must also be approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business. Any determination of whether Regular Assessments exceed one hundred ten

percent (110%) of Regular Assessments for the prior fiscal year shall exclude the following: (i) any authorized provision for reserves that are required by statute or by State or local government for repair or replacement of Common Area; (ii) anticipated expenses of the Association for the repair, maintenance, or replacement of Common Areas from a known insurable loss (such as hurricane damage); (iii) increases in insurance premiums; (iv) anticipated expenses for judgment debts, other debts, or upcoming debt obligations that were known or existed during the preceding fiscal year; and (v) increases in contract costs due to existing price escalation clauses that were in effect during the preceding fiscal year. The intention of these provisions is to prohibit the Board from dramatically increasing Regular Assessments for discretionary, non-essential, spending. In the event that the Members do not approve such a proposed budget, then the existing level of Regular Assessment shall be carried into the next fiscal year unless a substitute budget is adopted by the Board (and by the Members, depending upon the amount of Regular Assessments) as provided herein and in the Bylaws.

6.3 Member Created Reserves. The Association may create reserve accounts in accordance with Section 720.303(6)(d) of the Florida Statutes (2025) upon the affirmative approval of a majority of the entire Voting Interest.

6.4 Voluntary Reserves. The Board may establish voluntary reserve accounts funded from Regular Assessments in reasonable amounts and in categories as are determined by the Board, in the Board's sole discretion, for deferred maintenance and repair, including, without limitation, maintenance of all Common Areas, emergency repairs as a result of casualty loss, recurring periodic maintenance, or the initial cost of any new service to be performed by the Association. These voluntary reserve accounts may be used by the Board on a temporary basis for cash flow management of the Association, even though expended on items other than those for which the reserve account was established. The amount borrowed from a voluntary reserve account shall be repaid from revenues subsequently received, it being the intent that the Board may borrow from a voluntary reserve account without diminishing the obligation to levy and collect Assessments that will, upon collection, permit the restoration of the voluntary reserve account.

6.5 Time of Payment. Regular Assessments shall be payable by Owners to the Association as set forth in the Bylaws and as determined by the Board.

6.6 Liens. Assessments along with interest thereon at the highest rate allowed by law and all costs and expenses of collection (including but not limited to late fees), including reasonable attorneys' fees and costs incurred in attempting to collect said Assessments before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Lot against which such Assessments are made. Each Assessment together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorneys' fees, shall be the personal obligation of the person, persons or entity owning the Lot assessed and shall be the joint and several liability of all future Owners of the Lot. Except as otherwise provided below, any person or entity which acquires title to a Lot, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments against the predecessor for his share of the Assessments, including interest, late fees, attorneys' fees and all other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The lien shall set forth the

Assessments due to the Association as of the date the lien is signed and shall be acknowledged by an officer or agent of the Association. The lien shall secure additional Assessments that become due, as well as interest, late fees, attorneys' fees and all other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Lee County, Florida, the lien shall relate back to the date of recording of the Original Declaration, except as to first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first Mortgagee obtains title to a Lot as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085 of the Act. Any Lease of a Lot shall be subordinate and inferior to the lien of the Association for Assessments, regardless of when the Lease came into being. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the Lot is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

6.7 Payment & Remedies for Delinquency. The Owners of a Lot at the time an Assessment is made by the Association against the Lot shall pay to the Association the amount assessed against each Lot together with interest thereon at the maximum rate from time to time allowable by law, late fees at the greater of twenty-five U.S. Dollars ($25) or five percent (5%) of the amount of each installment that is paid past the due date, costs of collection and attorneys' fees incident to collection from the date due and payable until paid in full, and the costs incurred by the Association in collecting the same, if any. In addition, the Association, through its Board, shall have additional, non-exclusive remedies, including, but not limited to the following, the exercise of which shall not be deemed a waiver of any other remedy or an election of remedies:

6.7.1 Acceleration of the entire amount of any Assessment for the remainder of the Association's fiscal year, notwithstanding any provisions for the payment thereof in installments.

6.7.2 To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

6.7.3 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like

manner as the foreclosure of a mortgage on real property or as otherwise provided by law, including Section 720.3085 of the Florida Statutes (2025) as it is amended from time to time.

6.7.4 To file an action at law to collect said Assessments, plus late fees, interest at the highest rate allowable by law plus all expenses and costs of collection, without waiving any lien rights and/or rights of foreclosure by the Association.

6.7.5 To suspend Common Area use rights, voting rights and the right to serve on the Board as provided by law.

6.7.6 Without order of the Court, direct rental income, by written notice to the Tenant(s) of a Lot with copy to the Lot's delinquent Owner, to be paid to the Association until all outstanding Assessments, interest, late fees, costs, collection expenses, attorneys' fees and receivers' fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceed paid on account of a Lot in default paid directly to the Association, the Court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

6.8 Application of Payments. Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorneys' fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

6.9 Non-Use. No Owner may waive or otherwise escape liability for payment of Assessments, interest, late fees or costs by reason of the failure to improve his Lot or the non-use or abandonment of their Lot or of the Common Areas.

6.10 Certificate of Unpaid Assessments or Charges. Any Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Lot. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and an association management firm, or based on reasonable and customary fees charged by legal counsel.

6.11 Subordination of Assessment Lien to Older Mortgages. Notwithstanding any provision in the Governing Documents to the contrary, as provided in the Prior Declaration, for mortgages recorded on dates prior to the recording date of the Prior Declaration, March 13, 2015, the Assessment lien provided for herein shall be subordinate to the lien of any first mortgage. For mortgages recorded after March 13, 2015, the first mortgagee's liability for past due Assessments shall be governed by Section 720.3085 of the Florida Statutes (2025), as amended from time to time.

7. ARCHITECTURAL AND AESTHETIC CONTROL.

7.1 Purpose of the Architectural Review Board ("ARB"). The ARB shall be

composed of five (5) natural persons (up to two (2) alternates) who must be Members of the Association or the spouse or Domestic Partner of a Member. The purpose of the ARB is to assure that the installation, construction, alteration, or location of any Improvements on Lots, Common Areas, or Association Property by parties other than the Association, are (i) in conformity and harmony with this Declaration, the Rules, and the Architectural Guidelines and Review Procedures and (ii) is in harmony with surrounding topography and surrounding Improvements in the ARB's sole and absolute discretion. Unless the Board actually appoints other persons to serve on the ARB, the Board's directors shall serve as the ARB. The Declaration was recorded prior to the effective date of Section 720.3035 of the Florida Statutes, and the Association reserves all rights created under the Deed of Restrictions and the Original Declaration.

7.2 ARB Approval Required; Appeals. No Improvement on a Lot or Living Unit may be constructed, reconstructed, relocated, placed, excavated, or in any way added to or altered without the prior, written approval of the ARB. The ARB has the final decision-making authority with respect to the approval or disapproval of an Owner's application for an Improvement, if a decision of the ARB is not appealed. If the ARB denies an Owner's request for an Improvement or an alteration, then the Owner may appeal the ARB's decision to the HOA Board within thirty (30) days of the ARB rendering its decision. An Owner must submit, in writing, to the HOA Board the Owner's request for an appeal of an ARB decision. The HOA Board shall have forty-five (45) days from the receipt of an Owner's written request for an appeal to then consider the Owner's requested Improvement or alteration. The HOA Board's decision on whether to approve or deny the Owner's Improvement or alteration shall be final. Before the ARB may consider a proposed alteration or addition, the Owner of the subject Lot must submit detailed plans and specifications (including, without limitation, color and materials) for the project and for any proposed alteration of, or addition to, an Improvement on the Owner's Lot or Living Unit to the ARB using any forms for this purpose that have been promulgated by the ARB. Any alteration or addition that is approved by the ARB must be completed, if at all, by the Owner of the subject Lot in all respects with the plans and specifications that were approved by the ARB. ARB approval is required for an Owner's projects to maintain, repair, and replace portions of the Owner's Lot or the exterior of the Owner's Living Unit. The ARB's role in these projects shall be to oversee the work and ensure that the materials, such as paint color, and any work performed is of like kind and quality to what existed previously. Without limiting the foregoing, any alteration of the color or of the materials of the exterior of a structure shall require advance submission to and final approval by the ARB.

7.3 Remedies for Violations. If any construction, reconstruction, relocation, or other alteration or addition to any Improvement is commenced without obtaining the ARB's prior, written approval, then, in addition to all other remedies available, the Association shall have the following, additional, non-exclusive remedies, the exercise of which shall not be deemed a waiver of any other remedy or an election of remedies:

7.3.1 If a contractor or other service provider commenced work with knowledge that the ARB had not yet granted its final approval, then the contractor or service provider may be prohibited by the Association from performing any further work or service in the Community.

7.3.2 The Association may require that all offending Improvements be returned to the condition that existed prior to the violation, including, without limitation, the destruction,

removal, or replacement of any structure.

7.3.3 The Association may require that all offending Improvements be altered to a condition that complies with this Declaration and the Architectural Guidelines and Review Procedures.

7.3.4 Forfeiture of any deposit placed with the Association in connection with the work.

7.4 Operations of the ARB. The ARB shall establish the time, date, and place of its meetings as it, in its discretion, may deem reasonably necessary. Notice of meetings of the ARB shall be given to the ARB members by telephone, fax, e-mail, mail, or in person. Notice of a meeting of the ARB shall be provided to the Membership in the same manner as a meeting of the Board. At each meeting of the ARB, the presence of a majority of the ARB members shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ARB present at any regular or special meeting of the ARB at which a quorum is present shall constitute the act of the ARB. In the absence of a quorum, any member of the ARB present at the time and place of the meeting may adjourn the meeting of the ARB from time to time until a quorum shall be present. Except as otherwise provided herein, the act of a majority of the members of the ARB shall constitute the act of the ARB.

7.5 Architectural Guidelines and Review Procedures. The ARB may, from time to time, adopt, promulgate, amend, and revoke the Architectural Guidelines and Review Procedures for the purposes of (i) governing the form and content of plans and specifications to be submitted to the ARB and any deposits or fees that are required for submissions; (ii) governing the procedure for such submission of plans and specifications, including, without limitation, requiring the submission of samples of an Owner's proposed building materials and colors; (iii) establishing guidelines with respect to the approval and disapproval of design features; architectural styles; exterior colors and materials; details of construction, location and size of Improvements; landscaping to accompany the construction or alteration of any Improvement; preservation of trees and other natural resources; setbacks; and the design, location, and uses of driveways, fences, and walls; and (iv) establishing guidelines governing the location, parking, and storage of property during construction.

7.6 Approval of Plans and Specifications. Approval of plans and specifications for Improvements or features on any Lot shall not be deemed a waiver of the ARB's right, in its discretion, to disapprove similar plans and specifications or features (or elements included therein) if subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications relating to any Improvement on a particular Lot, however, shall be effective as to that Improvement on that Lot and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

7.7 Disapproval of Plans and Specifications. The ARB shall have the right to disapprove any plans and specifications submitted to the ARB because of any of the following: (i)

failure to include information in such plans and specifications as may have been reasonably requested; (ii) failure of such plans or specifications to comply with this ARB or the Architectural Guidelines and Review Procedures; or (iii) the judgment of the ARB that the proposed installation, construction or alteration of an Improvement is not in harmony with the Architectural Guidelines and Review Procedures or is incompatible with surrounding topography or surrounding Improvements, in the sole and absolute discretion of the ARB. If any plans and specifications for the alteration of, or the addition to, a Lot are rejected by the ARB, then the Association shall provide written notice to the Owner of the Lot stating with specificity the provision of the Architectural Guidelines and Review Procedures or other Governing Document or covenant upon which the plans and specifications were denied and the specific aspect or part of the proposed Improvement that does not conform or that was not approved in the discretion of the ARB.

7.8 Obligation to Act. The ARB shall take action on any plans and specifications that are submitted in accordance with all procedures specified in the Governing Documents within forty-five (45) days after receipt thereof, including, without limitation, approval, denial, or a request for additional information. Failure by the ARB to take action within forty-five (45) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications, unless the proposed plans and specifications directly conflict with the provisions of any of the Governing Documents.

7.9 Inspection Rights. Employees or agent of the Association, the Association's directors, and members of the ARB may, after reasonable notice, at any reasonable time, enter upon a Lot for the purpose of ascertaining whether the installation, construction, existence, alteration, location or maintenance of any Improvement on the Lot is in compliance with the provisions of the Governing Documents and the plans and specifications that were approved by the ARB, and such entry shall not constitute a trespass or wrongful act.

7.10 Disclaimer as to ARB Approval. Approval of plans and specifications by the ARB shall not be construed as a determination of the quality, function or workmanship of the project or the work, nor does ARB approval certify that any Improvement or work will comply with applicable building codes. Neither the Association and its agents, officers, and directors, nor the ARB and its members and agents (the **"Indemnified Parties"**) shall be liable for mistake in judgment, negligence, or nonfeasance in connection with the approval or disapproval of any plans or specifications; every person who submits plans or specifications and every Owner, by acceptance of a deed to a Lot, shall be deemed to have released all claims, demands and causes of action against the Indemnified Parties arising out of or in connection with any judgment, negligence, or nonfeasance by the Indemnified Parties.

7.11 Fees & Deposits. The ARB may impose and collect a reasonable and appropriate fee to cover the cost of making and distributing copies of the Architectural Guidelines and Review Procedures and the costs of review of plans and of inspections performed. For any project that will involve substantial construction, such as new home construction or an exterior home remodel, the ARB may require the payment of a reasonable deposit in an amount determined by the Architectural Guidelines and Review Procedures to be sufficient to protect the Association and its interests, including, without limitation, any anticipated damage to any Common Areas, Association Property, mailbox, or other property in the Community. Any such deposit shall be

applied to damages that are not repaired or paid by the party which caused the damage and to cover any unpaid fines or fees. Any unused portion shall be returned to the payor upon the ARB's determination that the project work has been completed. For new home construction, the ARB may also impose and collect a reasonable, non-refundable fee in an amount determined by the Architectural Guidelines and Review Procedures to be used to pay for the Association's added expense of reviewing plans and monitoring new home construction projects for compliance with the Association's Governing Documents. All deposits and fees are subject to the Architectural Guidelines and Review Procedures as they are amended from time to time.

7.12 Variances. The ARB may authorize variances from compliance with the Architectural Guidelines and Review Procedures in its sole and absolute discretion or when circumstances suggest the need for a reasonable variance, such as due to the existing topography, a natural obstruction, a hardship, or aesthetics or environmental considerations. No variance shall be effective unless in writing. No variance shall be deemed to be a waiver by the ARB of the right to refuse to grant a variance in any circumstance, including but not limited to the right to refuse a request for a variance as to a similar proposal or plan for which a variance was previously granted.

7.13 Swimming Pools. All swimming pools must be installed in-ground.

7.14 Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved by the ARB in its sole and absolute discretion for projects involving new construction, reconstruction, or large-scale renovation of a Living Unit, no structure of a temporary character, manufactured housing, or mobile home is permitted in the Community at any time. No auxiliary building, shed structure, or the like, or swimming pool that is detached from the Living Unit shall be permitted on any Lot, except with the prior written approval of the Board. Gas tanks, containers, or cylinders for barbeque grills or automatic generators are permitted. Automatic generators and their accessory propane tanks, containers, or cylinders must be approved in advance by the ARB before construction or installation. Any outdoor equipment, such as pool equipment and water softening devices, must be reasonably screened from the view from the street by lattice, fencing, landscaping, etc. that is submitted to and approved prior by the ARB.

7.15 Waterfront Property. No dock, wharf or other structure of any kind may be erected, placed, altered or maintained on the shores of a water body, except by the Association or the owner of the Golf Course on Golf Course property. Any such structure must be approved by the Board before installation or construction.

7.16 Trees. The Board may require, as a condition of approval for development of a Lot, the removal of certain trees which are not protected by ordinance. The planting of melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern, cattails, primrose willow, and grape vine is absolutely forbidden within the Community. The ARB may add to this list of prohibited vegetation at its discretion as part of the Architectural Guidelines and Review Procedures. With the exception of invasive species, no healthy trees may be removed from any Lot without submitting the project to the ARB and also replacing the healthy tree with a new tree of like trunk diameter. The term **"tree"** shall mean and be defined as any tree having a caliper of one-inch (1") or greater in diameter as measured six (6) feet above ground level.

7.17 Prohibited Structures. No prefabricated or modular type homes shall be constructed or placed upon any Lot. No shack, tent, garage, or other outbuilding may be used as a permanent or temporary residence on any Lot. Sheds of any kind are not permitted.

7.18 Renewable Resource Devices. Nothing in this Declaration prohibits the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that they shall be installed only in accordance with reasonable standards and requirements that are adopted by the ARB from time to time to reasonably regulate these devices.

7.19 Walls, Fences, Hedges, etc. No perimeter fences or hedges may be constructed on any Lot. Small fence enclosures may be constructed, provided approval is first obtained from the ARB. All such walls, fences, or other dividers shall be constructed or maintained at a height as determined by the Architectural Guidelines and Review Procedures. Even if a proposed divider meets the Architectural Guidelines and Review Procedures, approval may not be given for the construction of any wall, fence, or divider on any Lot that abuts a Conservation Area or portion of the SWMS, based upon applicable governmental regulations and permits governing these areas of the Lands.

7.20 Antennae and Satellite Dishes; Cameras. Notwithstanding the Deed of Restrictions, in accordance with the Federal Telecommunications Act of 1996, poles, antenna masts, satellite television reception devices are permitted up to forty inches (40") in diameter. Electronic devices, antenna towers, citizen band (CB), or amateur band (ham) antennas shall not be permitted except as approved in writing by the ARB. Satellite television reception devices no larger than forty inches (40") in diameter are permitted without ARB approval if the devices are affixed to the rear portion of a Living Unit facing away from a Community street. Owners shall use their best efforts to locate any satellite television reception devices for a Living Unit or other structure so they are not visible from any street fronting the Living Unit or structure. No antenna shall extend more than ten feet (10') above a Living Unit or other structure on a Lot. Lot Owners may install security cameras on their Living Units, but no such camera may monitor any area in which someone would have an expectation of privacy, such as a bedroom window or a pool deck.

7.21 Conservation Areas and SWMS. No structure of any kind (including docks) may be constructed or erected in any Conservation Areas nor in any other location that interferes with any applicable lake maintenance, buffer, or drainage easements. In no event shall there be any change, alteration, impediment, or revision or otherwise that interferes with the flow or volume of water in, any portion of the SWMS including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters. Likewise, filling or grading on a Lot that will adversely affect the drainage pattern is prohibited.

7.22 Artificial Vegetation. No artificial trees, shrubs, grass or other vegetation may be placed or maintained outdoors outside of a patio or lanai.

7.23 Signs, Flags, and Religious Objects. An Owner whose Lot is listed publicly for sale may display up to two (2) "For Sale" signs. One "For Sale" sign may be displayed in the front yard of the Lot and the other sign may only be displayed in the backyard. During an open house,

Owners may display one (1) "Open House" sign. All "For Sale" and "Open House" signs must be reasonably sized and professionally made. They may be double-sided, and no such sign may exceed twelve (12") in height and twelve inches (12") in width. In addition, an Owner whose Lot is undergoing construction may display up to one (1) reasonably sized, professionally made sign designating the name of the contractor or builder, which sign may not exceed five square feet in size. These construction signs may be double-sided. Otherwise, no signs, banners, or advertisements of any kind shall be displayed or placed on any Lot that is visible from the vantage of any street or Lot in the Community. Only the Association may install signage or flags on Common Areas. A flagpole, for display of an approved flag only may be constructed only after submission to the ARB and final, written approval from the ARB. An approved flagpole shall only be used to display an approved flag and may not be used to mount an antenna or any other object. In accordance with the Act, Residents may only display one (1) portable, removable, United States flag or official flag of the State of Florida in a respectful manner, and one (1) portable, removable official flag, in a respectful manner, not larger than four and one half (4 ½) feet by six (6) feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag. In addition, Residents may display one (1) flag not to exceed four and one half (4 ½) feet by six (6) feet in support of a sports team or as seasonal décor. Otherwise, the display of any flag on a Lot is prohibited. Owners may, without the approval of the Board or submission to the ARB, attach on the mantel or frame of the door of a Living Unit a religious object not to exceed three inches (3") wide, six inches (6") tall, and one and a half inches (1.5") deep.

7.24 Garages, Carports, and Storage Areas. No garage or enclosed storage area may be constructed that is separated from a Living Unit, and no unenclosed storage areas are permitted. Carports are not permitted. Vehicles may only be repaired or maintained inside of a garage. All garages shall be equipped with automatic door openers and closers.

7.25 Holiday Decorations. Owners may display reasonable, seasonal décor, holiday decorations, and holiday lights without the ARB's prior approval. Any such holiday decorations and lights may not be displayed until thirty (30) days before the holiday and must be removed within thirty (30) days after the holiday. Seasonable décor, such as "Fall" or "Spring" decorations, may only be displayed during the season. The ARB may adopt additional restrictions and guidelines for seasonal décor and holiday decorations, and holiday lights.

7.26 Sight Distance at Intersections. No fence, wall, or shrub planting which obscures or obstructs sight lines at elevations between two (2') and six (6') feet above the roadway may be placed, maintained or permitted on any corner in the Community within the triangular area formed by street property lines and an imaginary line connecting them at points twenty-five feet (25') from the intersection of the street Lot lines. No trees will be placed, maintained or permitted within this area unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines.

8. PRIMARY OCCUPANT; FORMS OF OWNERSHIP; ESTOPPELS. In order to maintain a community of congenial Residents who are financially responsible, and thus protect the Community's property values, the use and titling of ownership of Lots by any Owner shall be subject to the following provisions:

8.1 "Primary Occupant" for the purpose of this Section means a sole, natural person who has been designated by the Owners of a Lot under the circumstances described herein to be treated as the sole Owner of the Lot. The use of a Lot by other persons shall be as if the Primary Occupant was the only actual Owner. The Primary Occupant shall be the person who is entitled to vote on behalf of the Lot, and to exercise rights as a Member of the Association.

8.2 Forms of Ownership. A Lot may be owned as follows:

8.2.1 Single Owner. A Lot may be owned by one (1) natural person.

8.2.2 Co-ownership. A Lots may be owned by multiple individuals or entities. If the co-owners are other than husband and wife or Domestic Partners, then the Owners shall designate one (1) natural person to be the Primary Occupant of their Lot. No time share estates may be created. Fractional Ownership is prohibited.

8.2.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Lot may be owned in trust, or by a corporation, partnership, limited liability company, or other entity that is not a natural person. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Lot may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare; Fractional Ownership; or other use to provide accommodations for employees, customers, or anyone on behalf of a religious or charitable organization. The Owner of a Lot held in trust or by an entity shall designate one (1) natural person to be the Primary Occupant of the Owner's Lot

8.2.4 Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant were the Primary Occupant. The life tenant shall be liable for all Assessments against the Lot. Any vote, consent, or approval required by the governing documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

8.3 Estoppel Fee. In accordance with the Act, the Association or its authorized agent may charge a reasonable fee for the preparation of an estoppel certificate. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

9. LEASING. In order to maintain a community of congenial Residents who are also financially responsible, and thus protect the Community's property values, all Leases shall be subject to the following provisions:

9.1 General Lease Restrictions. All Rental Agreements must be in writing, and the Board may promulgate a Rental Agreement form that must be used for any Lease. All Rental

Agreements shall include a provision, or shall be deemed to include a provision, requiring that the Tenants and all Residents under the Rental Agreement have read and agreed to be bound by the Governing Documents. Only entire Lots, including all improvements thereon, may be Leased. No individual rooms or accessory structures may be Leased. In accordance with the Prior Declaration, the minimum term for all Rental Agreements is thirty (30) days, and no Lot may be Leased more than four (4) times in any calendar year. No transient Tenants may be accommodated. Listing a Lot or Living Unit as being available for transient-based use by others, including, without limitation, on an internet-based site or house sharing service, shall be proof Owner is not in compliance with this restriction and seeks to violate same. Subleasing and assignments of Rental Agreements are both prohibited. All Leases are subject to the Board's prior, written approval. Any new Rental Agreement and any renewal or extension of the term of a Rental Agreement shall be treated as a new Lease and shall be subject to the Board's prior, written approval. Only approved Tenants and their Residents are permitted Residents during the term of a Rental Agreement and anyone else shall be treated as a Guest during the term of the Rental Agreement.

9.2 Board Right of Approval. The approval of the Board that is required for Leasing shall be obtained in the following manner:

9.2.1 Notice to Board. Owner intending to Lease their Living Unit shall provide an application of such intention, completed by the Owner or their property management and the prospective Tenant, including Tenant's Residents over the age of 18 years, and shall include the names and phone numbers of the intended Tenant(s) and Resident(s), and email address(es) for Owner or the Owner's property management, and if requested Tenant(s) email address(es): an executed copy of applicable Rental Agreement and its exhibits, and all other documentation evidencing the Lease and such other information concerning the intended Lease as the Board may reasonably require, at least thirty (30) days prior to intended start of the Lease. A criminal background check, paid for by Owner or the Owner's property management, shall be completed and submitted with the application for the proposed Tenants and Residents over the age of 18 years. The Board's approval of an application is required before a Lease can commence.

9.2.2 Failure to Give Notice. If the above required notice to the Board is not provided timely, the Board at its election may disapprove the proposed Lease, and the Board may demand applicable Owner immediately remove the Tenant(s) and Resident(s) from the Community.

9.2.3 Approval & Disapproval by Board. If the Board disapproves of a Lease for any Good Cause reason specified below, then the Association shall have no duty to find a replacement Tenant or a replacement Lease, and the proposed Lease shall not be made, or if made, shall be rescinded in the manner determined by the Board. Only the reasons listed below shall constitute **"Good Cause"** reasons for disapproval of a lease:

9.2.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval or any proposed Resident intends to conduct themself in a manner that is inconsistent with the Governing Documents;

9.2.3.2 The person seeking approval or any proposed Resident has been

convicted of or has plead guilty or no contest to: (i) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; (ii) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; (iii) a felony involving illegal drugs within the past seven (7) years; (iv) any other felony in the past five (5) years; or (v) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

9.2.3.3 The person seeking approval or any proposed Resident has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

9.2.3.4 The person seeking approval or any proposed Resident is currently on probation or community control;

9.2.3.5 The person seeking approval or any proposed Resident has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in the Community;

9.2.3.6 The person seeking approval or any proposed Resident failed to provide the information, fees, or appearance required to process the application in a timely manner;

9.2.3.7 All Assessments against the Owner's Lot have not been paid in full, but the Board may permit subject to payment in full being made at or prior to closing on a transfer of title or the commencement of a Lease.

9.2.4 Unauthorized Lease. Any Lease that is not authorized pursuant to the terms of this Declaration shall be voidable by the Board unless subsequently approved by the Board.

9.2.5 Lease Application Fee. The Association may charge a Lease Application Fee for the review of any application to Lease. The Lease Application Fee may not exceed the maximum permitted by law per transaction. The amount of the Lease Application Fee shall be set by the Board and may be changed at any time by a vote of the Board. In the absence of any Board designation, the lease application fee shall be $250 per each proposed Tenant and Resident over the age of 18. The Association may assign any right to collect a transfer fee to the Association's agent so that the agent may collect the transfer fee and process applications.

9.3 Tenant Conduct; Remedies. If a Tenant or a Tenant's Resident or any of their Guests fails to abide by the Governing Documents, then the Owner of the Lot being Leased shall be jointly and severally liable and responsible for the violation with the Tenant and the party that violates the Governing Documents. Owners shall bring the conduct of their Tenants (and that of any Residents or Guests) into compliance with the Governing Documents by whatever action is necessary, including, without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If an Owner fails to do so, then, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the

noncompliance with the Governing Documents (or the noncompliance of other Residents or Guests), including, without limitation, the right to institute an action for eviction against of the Tenant in the name of the Association in its own right or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner as a Charge.

10. RESIDENTS AND GUESTS. The intention of this Declaration is to create an exhaustive list of categories of persons who have rights to own, Occupy, use, or access any portion of the Community. These persons, aside from community associations and government or quasi-government agencies, include, as defined herein, Owners, Tenants, Residents, and Guests. Any Lots may only be Occupied as a home by the Lot's Owner or by approved Tenants and other Residents under a Lease. The term Guest is defined broadly to include social visitors of or to the Community as well as other invitees who may be present to provide services or materials within the Community. The intention of this Section 10 and its subsections is to permit Guest visitation and even overnight stays by Guests while still requiring that anyone who wishes to reside in the Community as a Tenant or Resident under a Lease be approved in advance by the Board as provided in this Declaration.

10.1.1 Guest Visitation. All Guests must abide by the Governing Documents, and the Board may adopt Rules that restrict or prohibit visitation by certain Guests, such as registered sex offenders or sexual predators and anyone who has been convicted of a felony involving violence, theft, or narcotics. Non-overnight Guests need not be approved by the Board in advance. Overnight Guest visitation of a Lot is only permitted on a limited basis. There is no requirement for the registration or the approval of overnight Guests.

11. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION.

11.1 Owner and Member Compliance. The provisions of the Governing Documents shall apply to all Owners, Tenants, Residents, and Guests. Failure of an Owner to notify any person of the existence or provisions of any Governing Document shall not in any way act to limit or divest the Association of the power to enforce the Governing Documents. Each Owner shall be responsible for any and all violations of the Governing Documents by anyone who enters the Community at the express or implied invitation of the Owner, including, without limitation, the Owner's Tenants, any Residents of the Owner's Lot, and the Guest of the Owner or anyone Occupying the Owner's Lot.

11.2 Actions and Attorney's Fees. Damages alone shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents. Any person or entity entitled to enforce any provision thereof shall be entitled to seek relief by way of injunction, as well as any other available relief either at law or in equity, which may include damages. In addition to, and without limitation to any rights provided by the Act, the prevailing party in any lawsuit, arbitration, or other legal action or proceedings to enforce any provision of the Governing Documents, including, without limitation, an action to enjoin a violation or breach of any provision of the Governing Documents or to recover damages on account of any breach of the Act or of the Governing documents, shall be entitled to collect their reasonable attorney's fees, court costs, and

expenses from the non-prevailing party, including, without limitation, all such fees, costs, and expenses incident to pre-trial, trial, appellate, bankruptcy, post-judgment, and alternative dispute resolution proceedings, whether incurred in that lawsuit, arbitration or other legal action or proceeding and in addition to any other relief to which such prevailing party is entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, and all other charges billed by an attorney to the prevailing party in connection to the prevailing party's lawsuit, arbitration, or other legal action or proceeding.

11.3 Fines. In accordance with the Act, the Association may levy reasonable fines against Owners, Tenants, Residents, and Guests for each violation Act or the Governing Documents. Each such fine may not exceed $250 per violation. Fines may be levied on the basis of each day of a continuing violation, in an amount up to $250 per day capped at $5,000 in the aggregate for a specific, continuing violation. Duly levied fines shall be a Charge against the applicable Lot which the Owner, Tenant, Resident, or Guest in violation was residing or was invited to visit or service. The Association may suspend, for a reasonable period of time, the right of an Owner or any Tenant, Resident, or Guest to use Common Areas and an Owner's Voting Interest in accordance with the Act.

12. DURATION OF COVENANTS; AMENDMENT; TERMINATION.

12.1 Duration of Covenants. The covenants, restrictions and easements of this Amended and Restated Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors and assigns, for a thirty (30) year period commencing with the date that this Amended and Restated Declaration is recorded. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive thirty (30) year periods. The number of potential successive thirty (30) year periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each thirty (30) year renewal period for an additional thirty (30) year period, unless during the last year of the initial period, or during the last year of any subsequent thirty (30) year renewal period all Voting Interests vote in favor of terminating this Declaration.

12.2 Amendments. Except as elsewhere provided herein, this Declaration may be amended in the following manner:

12.2.1 Proposal. Amendments of this Declaration may be proposed at any time by the Board or by written petition of the Members that is signed by at least one half (1/2) of the Member Voting Interests that includes the text of the proposed amendment in form and substance required by the Act and not in violation of the Act or the Governing Documents. Any amendments so proposed must be submitted to a vote of the Owners not later than the next annual meeting.

12.2.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be subsequently amended at any time if a duly proposed amendment is approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business and provided that the

text of each proposed amendment has been provided to the Members with notice of the meeting of the Members. However, no amendment shall be effective to change the share of liability for Assessments or ownership of the common surplus of the Association or the voting rights, appurtenant to any Lot, unless all Owners and all record owners of liens on Lots join in the execution of the amendment. In addition, 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 Association's responsibilities, if any, for the SWMS, unless the amendment has been consented to, in writing, by the South Florida Water Management District. Any proposed amendment which would affect the SWMS must be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the surface water management permit. If the SWMS is administered by the Association, then any such amendment shall likewise require the consent of the Association's Voting Interest as provided above.

12.2.3 Certificate; Recording. A copy of each amendment shall be attached to a certificate that certifies that the amendment was duly adopted as an amendment to this Declaration, which certificate shall identify the Book, Page or Instrument Number of the Public Records of Lee County where this Declaration is recorded, and shall be executed by the president or vice president of the Association 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 Lee County, Florida. Within thirty (30) days after recording an amendment to the Declaration, the Association shall provide copies of the amendment to the Members or notice that it may be sent to any Member who requests same.

12.3 Waiver. Any waiver by any person of any provisions of this Declaration or breach thereof, must be in writing to be effective, and shall not operate or be construed as a waiver of any other provision or subsequent breach. Further, no failure or delay by the Association in exercising any right, power or privilege in respect of the Governing Documents shall not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege shall not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

12.4 Remedies. No exercise of any remedy available to the Association through the Governing Documents or through the Act shall be deemed an election of remedies, and all such remedies available to the Association shall be deemed to be cumulative and not exclusive.

12.5 Headings, Captions, & Gender. The captions and headings used throughout the Governing Documents are strictly for the convenience of the reader and shall not be used or referenced to interpret any provisions of this Declaration. The use of the singular number shall include the plural, and the plural the singular. The use of any gender shall include all genders.

12.6 Notices. Any notice required to be sent to any Owner under this Declaration or the Bylaws shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. If the Owner has consented to receive notice by email, then email transmittal shall be sufficient notice. The Owner bears the responsibility for notifying the Association of any change of address. Any notice required to be sent to the Association under this Declaration or the Bylaws

shall be in writing and shall be delivered or mailed to the Association's registered agent as shown by the records of the Secretary of State of the State of Florida.

12.7 Interpretation and Severability. The Board is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretations shall be binding upon all parts unless wholly unreasonable. A written opinion rendered by the Association's legal counsel to the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. If any portion of this Declaration or any of the other Governing Documents is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, then such portion shall be deemed a separate, distinct and independent provision and its invalidity shall not affect the validity of the remaining portions.

12.8 Conflicts. In the event that any inconsistencies exist among the provisions herein and the other Governing Documents or in the event of a conflict in the interpretation of the Governing Documents any such inconsistency or conflict shall be resolved in favor of the higher priority Governing Document. The Governing Documents are ranked from highest priority to lowest priority as follows: Declaration (highest), Articles, Bylaws, Rules, and Architectural Guidelines and Review Procedures (lowest).

12.9 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Governing Documents said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in the state civil courts in and for Lee County, Florida.

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EXHIBIT "A" to
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ROYAL-TEE COUNTRY CLUB ESTATES
(A/K/A) CAPE ROYAL

LANDS

ALL PRESENT AND FUTURE OWNERS OF lots located in that subdivision in the county of Lee, State of Florida, known as ROYAL-TEE COUNTRY CLUB ESTATES, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 37, Pages 1-19.

Also:

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Section 20 and Section 29, Township 44 South, Range 23 East and further described as follows:

The Southwest one quarter (SW 1/4) of Section 20; together with the south one-half (S 1/2) of the northwest one quarter (NW 1/4) of said Section 20 and the West one-half (W 1/2) of the East one-half (E 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of said Section 20; and less the Pine Island Road right-of-way.

ALSO:

The Northwest one-quarter (NW 1/4) of Section 29; Township 44 South, Range 23 East, Lee County, Florida.

ALSO:

That part of the East half of the West half of the East half of the Northwest quarter of the Northwest quarter of Section 20, Township 44 South, Range 23 East, lying South of the right of way of Pine Island Road; LESS the North 150 feet of the above described property.

ALSO:

The South 150.0 feet of the North 183.0 feet of the following described property: The East half of the West half of the East half of the Northwest quarter of the Northwest quarter of Section 20, Township 44 South, Range 23 East, Lee County, FL.

LESS THE FOLLOWING DESCRIBED PROPERTY:

The Golf Course and Clubhouse facilities situated on and being a part of ROYAL-TEE COUNTRY CLUB ESTATES, A SUBDIVISION, lying in Section 20 and Section 29, Township 44 South, Range 23 East, and further described as certain tracts of land, being Tract "A" -Golf Course, Tract "B" - Golf Course, and Tract "C" - Golf Course, as said tracts are depicted on the plat of Royal Tee Country Club Estates, recorded in Plat Book 37, Pages 1 through 19, of the Public Records of Lee County, Florida.

Also:

All of Cape Royal, according to the Plat thereof, as recorded in Plat Book 78, Pages 1 through 5, inclusive, of the Public Records of Lee County, Florida.

Said Plat of Cape Royal was replatted by Cape Royal Replat, a Replat of Cape Royal, according to the plat or map thereof recorded as Instrument Number 2006000235150 of the Public Records of Lee County, Florida.

EXHIBIT "A-1" to
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ROYAL-TEE COUNTRY CLUB ESTATES
(A/K/A) CAPE ROYAL

GOLF COURSE

The following parcels, all located within Lee County, Florida:

Tracts "A", "B" and "C" of ROYAL TEE COUNTRY CLUB ESTATES, a subdivision lying in Sections 20 and 29, Township 44 South, Range 23 East, Lee County, Florida, as recorded in Plat Book 37, Pages 1 through 19, of the Public Records of Lee County, Florida.

LESS AND EXCEPT Part of Tract "A" of ROYAL TEE COUNTRY CLUB ESTATES, a subdivision lying in Sections 20 and 29, Township 44 South, Range 23 East, Lee County, Florida, as recorded in Plat Book 37, Pages 1 through 19, of the Public Records of Lee County, Florida, being more particularly described as follows:

Beginning at the northwest corner of Lot 202, Block "A", of ROYAL TEE COUNTRY CLUB ESTATES, run N21°52'06"E for 4.00 feet; thence run S68°07'54"E for 90.89 feet; thence run S06°24'28"W for 4.15 feet to the northeast corner of said Lot 202, Block "A"; thence run N68°07'54"W along the northeasterly line of said Lot 202, Block "A" for 92.00 feet to the Point of Beginning.

Also:

A tract or parcel of land situated in the State of Florida, County of Lee, being part of Section 20, Township 44 South, Range 23 East and more particularly described as follows:

Starting at the Permanent Control Point (P.C.P.) at the intersection of the centerline of Royal Tee Boulevard N.W. and Royal Tee Circle N.W. as shown on the plat of Royal Tee County Club Estates according to the map or plat thereof as recorded in Plat Book 37, Pages 1 through 19 of the Public Records of said Lee County, Florida; thence N 89°57'21" W along the centerline of said Royal Tee Circle N.W. for 109.33 feet; thence N 0°19'23" W for 30.00 feet to a point on the north right-of-way line of said road and the south line of Tract H as shown on the aforesaid plat and the Point of Beginning of the herein described parcel; thence continue N 0°19'23" W for 281.99 feet; thence N 88°09'25" W for 146.07 feet to a point on the west line of the East One Half (E 1/2) of the West One Half (W 1/2) of the East One Half (E 1/2) of the Northwest One Quarter (NW 1/4) of the Northwest One Quarter (NW 1/4) of said Section 20; thence S 00°02'04" E along said fraction line for 286.57 feet to a point on the north right-of-way line of the aforesaid Royal Tee Circle N.W.; thence S 89°57'21" E along said right-of-way line for 147.41 feet to the Point of Beginning.

Also:

Starting at the Southwest corner of Lot 276, Block A, Royal Tee Country Club Estates, according to the map or plat thereof as recorded in Plat Book 37, Pages 1 through 19 of the Public Records of said Lee County; thence South 13°44'09" East along the West line of Tract A of said subdivision for 20.04 feet; thence North 79°31'57" East along the South line of said Tract for 125.20 feet; thence South 72°32'22" East along the South line of said Tract for 766.49 feet; thence South 37°19'25" West along the West line of said Tract for 145.06 feet to the beginning of a non-tangent curve concave to the West having a radius of 65.00 feet and to which point a radial line bears North 68°50'29" East; thence Southerly, Southwesterly and Westerly along said curve and along the West line of said Tract A through a central angle of 140°26'17" for 159.32 feet; thence South 22°45'14" West along a non-tangent line and along the West line of said Tract A for 111.36 feet; thence South 28°44'22" East along said West line for 307.15 feet; thence South 14°52'17" West along said West line for 495.94 feet; thence South 26°25'24" West along said West line for 262.19 feet to the Point of Beginning of the herein described parcel; thence South 52°42'00" West for 247.02 feet; thence South 37°53'35" East for 100.92 feet to the beginning of a curve concave to the West having a radius of 255.00 feet; thence Southerly along said curve through a central angle of 53°20'29" for 237.40 feet; thence South 15°26'54" West for 91.84 feet; thence South 44°49'47" East for 251.76 feet; thence North 04°59'57" West along the West line of said Tract A for 723.70 feet to the Point of Beginning.

Also:

A tract or parcel of land situated in the State of Florida, County of Lee, being part of Sections 20 and 29, Township 44 South, Range 23 East, being further bounded and described as follows:

Starting at the southwest corner of Lot 276, Block A, Royal Tee Country Club Estates, according to the map or plat thereof as recorded in Plat Book 37, Pages 1 through 19 of the Public Records of said Lee County, thence N 13°44'09" W along the west line of said Lot 276 for 68.00 feet to the beginning of a curve concave to the east having a radius of 100.00 feet; thence northerly along said curve and along the west line of said Lot 276 through central angle of 14°01'10" for 24.47 feet; thence S 76°15'54" W along a non-tangent line along the southerly line of said Royal Tee Country Club Estates for 62.98 feet to a point on a curve concave to the southwest having a radius of 119.75 feet and to which point a radial line bears N 76°15'54" E; thence northwesterly along said curve and along the southwesterly right-of-way line of Royal Tee Circle N.W. as shown on said plat through a central angle of 81°21'07" for 170.03 feet to the beginning of a reverse curve concave to the northeast having a radius of 209.09 feet; thence northwesterly and northerly along said curve and along said right-of-way line through a central angle of 95°46'09" for 349.49 feet to the Point of Beginning of the herein described parcel:

Thence N 89°19'04" W on a non-tangent line to said curve for 35.39 feet to a point on the west line of said Section 20; thence S 00°11'00" W along said west line for 683.82 feet to the southwest corner of said Section 20; thence S 01°56'23" E along the west line of said Section 29 for 2925.28 feet to the southwest corner of the Northwest One Quarter (NW 1/4) of said Section 29; thence N 89°46'43" E along the south line of said Northwest One Quarter (NW 1/4) for 1131.83 feet; thence North 00°25'48" W along the west line of Tract "C" of said Royal Tee County Club Estates for 267.65 feet; thence N 10°06'26" E along said west line for 130.41 feet to a point of cusp of a curve concave to the north having a radius of 190.00 feet and to which point a radial line bears S 79°53'34" E; thence southwesterly, westerly and northerly along said curve through a central angle of 171°41'33" for 569.35 feet; thence S 88°12'01" E along a radial line to said curve for 5.00 feet to a point on a curve concave to the east and to which point a radial line bears N 88°12'01" W; thence northerly along said curve through a central angle for 15°07'18" for 48.83 feet; thence N 73°04'43" W along an extension of a radial line to said curve for 5.00 feet to a point on a curve concave to the southeast having a radius of 190.00 feet and to which point a radial line bears N 73°04'43" W; thence northerly along said curve through a central angle of 14°52'43" for 49.34 feet; thence N 42°52'00" E along a non-tangent line for 104.48 feet; thence N 10°06'56" E for 46.12 feet; thence N 46°09'29" W for 57.16 feet; thence N 44°49'47" W for 406.05 feet to the beginning of a curve concave to the east having a radius of 255.00 feet; thence northwesterly and northerly along said curve through a central angle of 60°16'41" for 268.27 feet; thence N 15°26'54" E for 96.14 feet; thence N 37°53'35" W for 243.59 feet; thence N 00°30'26" W for 178.47 feet; thence N 52°42'00" E for 379.52 feet; thence N 26°25'24" E for 158.49 feet; thence S 66°07'17" E for 125.13 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 70.00 feet and to which point a radial line bears S 63°34'36" E; thence northerly along said curve through a central angle of 11°33'07" for a distance of 14.11 feet; thence N 14°52'17" E for 368.13 feet to the beginning of a curve concave to the west having a radius of 70.00 feet; thence Northerly along said curve through a central angle of 43°36'39" for 53.28 feet; thence North 28°44'22" West for 30.31 feet; thence South 61°15'44" West for 159.52 feet; thence North 32°28'58" West for 50.23 feet; thence North 85°44'19" West for 198.81 feet to the beginning of a curve concave to the East having a radius of 190.00 feet; thence Westerly, Northerly, Northeasterly and Southeasterly along said curve through a central angle of 208°40'10" for 691.97 feet; thence North 03°45'47" East along a non-tangent line for 50.05 feet; thence North 60°11'13" West for 35.09 feet; thence North 72°32'20" West for 300.00 feet; thence North 66°36'02" West for 88.68 feet; thence North 36°30'09" West for 100.00 feet; thence North 15°20'18" West for 99.33 feet to Point "A"; thence continue North 15°20'18" West for 100.04 feet; thence North 79°21'58" West for 72.57 feet; thence North 76°08'15" West for 174.84 feet; thence North 00°41'01" East for 294.15 feet to the Point of Beginning.

Said parcel granted an ingress and egress easement for golf course purposes over and across the following described parcel: Beginning at the aforedescribed Point "A"; thence North 76°15'51" East along the centerline of an easement 20.00 feet wide for 122.20 feet; thence North 60°57'12" East along said centerline for 62.21 feet to a point on the West line of Tract A of Royal-Tee Country Club Estates, said point bearing South 13°44'09" East a distance of 10.02 feet from the aforesaid Southwest corner of Lot 276, Block A and the terminus of said centerline.

Sidelines of said centerline to be extended or shortened to provide a minimum continuous width of 20.00 feet.

Also:

Description of a part of Lot 45, Block A, Royal-Tee Country Club Estates, in Sections 20 and 29, Township 44 South, Range 23 East, Lee County, Florida.

Beginning at the Northwest corner of Lot 45, Block A of Royal-Tee Country Club Estates, according to the map or plat thereof as recorded in Plat Book 37, Pages 1 through 19 of the Public Records of said Lee County; thence South 70°32'14" East along the Northeasterly line of said Lot 45 for 115.00 feet; thence South 49°52'43" West for 71.06 feet to a point on the Northeasterly right-of-way line of King James Court N.W. (60.00 feet wide); thence North 32°44'15" West along said right-of-way line and along the Southwesterly line of said Lot 45 for 100.00 feet to the Point of Beginning.

Also:

From the Northeast corner of said Section 30 run S01°36'30"E along the East line of said section for 1198.63 feet to the Point of Beginning.

Said parcel is subject to a public utility easement over and across the Southwesterly 10.00 feet.

From said Point of Beginning continue S01°36'30"E along said East line for 429.75 feet; thence run 48°42'40"W for 15.65 feet; thence run N34°12'19"W for 33.00 feet: thence run N3°12'34"W for 61.45 feet; thence run N00°46'06"E for 164.82 feet; thence N2°23'28"W for 73.82 feet; thence run N1°10'15"W for 55.79 feet; thence N15°21'22"E for 24.85 feet; thence N54°17'31"E for 21.08 feet to an intersection with the East line of Section 30 and the Point of Beginning.

EXHIBIT "B" to
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ROYAL-TEE COUNTRY CLUB ESTATES
(A/K/A) CAPE ROYAL

ARTICLES OF INCORPORATION OF ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.

We, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation (hereinafter called the Association) is ROYAL-TEE HOMEOWNERS ASSOCIATION INC.

ARTICLE II.

The purpose for which the corporation is organized is to perform all duties necessary to the operation, management, maintenance, care, protection, preservation and improvement of the property in the ROYAL-TEE SUBDIVISION as described on Exhibit A to the Declaration of Covenants, Conditons and Restrictions of ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.

ARTICLE III.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V.

The name and mailing address of each subscriber is:

Name	Address
RON KAPELA	3434 Cleveland Avenue Fort Myers, FL 33901
DEAN BALLANTINE	3434 Cleveland Avenue Fort Myers, FL 33901
STEPHEN J. SLOAN	3434 Cleveland Avenue Fort Myers, FL 33901

EXHIBIT "B"

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ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors, a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and Treasurer. Such officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the members.

The names of the officers who are to serve until the first election are:

Name	Office
RON KAPELA	President
DEAN BALLANTINE	Vice President
STEPHEN J. SLOAN	Secretary/Treasurer

ARTICLE VII.

The number of persons constituting the first Board of Directors of the Association shall be three (3), and thereafter, the membership shall consist of not more than nine (9), and the names and addresses of the persons who shall serve as Directors until the first election are:

Name	Address
RON KAPELA	3434 Cleveland Avenue Fort Myers, FL 33901
DEAN BALLANTINE	3434 Cleveland Avenue Fort Myers, FL 33901
STEPHEN J. SLOAN	3434 Cleveland Avenue Fort Myers, Fl 33901

ARTICLE VIII.

The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present in person or by proxy at such meeting, except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE IX.

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote

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GOLDBERG, GOLDSTEIN & BUCKLEY, P.A. P. O. BOX 2366 FORT MYERS, FLORIDA 33[illegible] 20

of two-thirds (2/3) of each class of voting members existing at the time of such meeting. No amendment shall be made to the Articles of Incorporation of the Association without the approval of the Developer, its successors or assigns, prior to the relinquishment of control of the Association by the Developer, its successors, nominees and assigns.

ARTICLE X.

The Association shall have three classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of Declarant, as such term is defined in the Declaration and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot owned by Class A members.

Class B. The Class B member shall be the Owner, its successors and assigns of the ROYAL-TEE GOLF COURSE, who shall be entitled to a total of fifty (50) votes.

Class C. The Class C member shall be the Declarant as such term is defined in the Declaration, who shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

ARTICLE XI.

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

ARTICLE XII.

REGISTERED AGENT AND REGISTERED ADDRESS: The initial registered agent of the corporation shall be RON KAPELA, and

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the initial registered address of the corporation shall be 3434 Cleveland Avenue, Fort Myers, Florida 33901.

Having been named to accept service of process for the above-stated corporation at place designated in this certificate I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.

ACCEPTED:

RON KAPELA, REGISTERED AGENT

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ARTICLE XIII.

EFFECTIVE DATE: The effective date of this corporation shall be upon filing with the Office of the Secretary of State of the State of Florida.

ARTICLE XIV.

Each Director and Officer of this Association shall be indemnified by the Association against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Association, such expense to include the cost of reasonable settlements (other than amounts paid to the Association itself).

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation on this 18th day of SEPTEMBER 1990.

RON KAPELA

DEAN BALLANTINE

STEPHEN J. SLOAN

GOLDBERG, GOLDSTEIN & BUCKLEY, P.A. P. O. BOX 2366 FORT MYERS, FLORIDA 339 22

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority personally appeared RON KAPELA, DEAN BALLANTINE AND STEPHEN J. SLOAN, to me known to be the persons described in and who executed the foregoing Articles of Incorporation and acknowledged before me, according to law, that they executed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State above mentioned, this 18th day of September, 1990.

Shawn L. Hayworth
Notary Public

My Commission Expires:

12-11-90

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AMENDMENT TO THE ARTICLES OF INCORPORATION OF ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.

The Articles of Incorporation of Royal-Tee Homeowners Association, Inc., shall be amended as follows (otherwise, all other provisions shall remain the same):

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * * * * *

ARTICLE II.

The purpose for which the corporation is organized is to perform all duties necessary to the operation, management, maintenance, care, protection, preservation and improvements of the property in the ROYAL-TEE SUBDIVISION as described on Exhibits A and A1 to the Declaration of Covenants, Conditions and Restrictions of ROYAL-TEE HOMEOWNERS ASSOCIAITON, INC.

...

ARTICLE X.

The Association shall have ~~three~~ two classes of voting members as follows:

Class A. Class A members shall be ~~all owners with the exception of Declarant~~members, as such term is defined in the Declaration and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot ~~owned by Class A Members~~.

~~Class B. The Class B member shall be the Owner, its successors and assigned of the ROYAL TEE GOLF COURSE, who shall be entitled to a total of fifty (50) votes.~~

Class ~~C~~B. The Class ~~C~~ B member shall be ~~the Declarant as such term is~~as defined in the Declaration~~, who shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration~~.

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Exhibit "C" to
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ROYAL-TEE COUNTRY CLUB ESTATES
(A/K/A) CAPE ROYAL

Substantial rewording. See governing documents for current text.

SECOND AMENDED AND RESTATED BYLAWS OF ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.

1. GENERAL These are the Second Amended and Restated Bylaws of Royal-Tee Homeowners Association, Inc., a not-for-profit corporation organized under the laws of Florida for the purpose of operating the Community.

1.1 Principal Office. The principal office of the Association shall be at such location as may be designated from time to time by the Board.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "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 Association where a seal may be required. A common seal may be used in lieu of a raised corporate seal, and, in no event, shall a seal be required to validate corporate actions unless specifically required by law.

1.3 Definitions. The definitions set forth in the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Royal-Tee Country Club Estates (A/K/A) Cape Royal shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. As further provided in the Articles and in the Declaration, the Members of the Association shall be the record owner of legal title to a Lot and the record owner of legal title to Tract D. Membership shall become effective upon recording in the Public Records of Lee County, Florida, a deed or other instrument evidencing a transfer of legal title to a Lot or to Tract D. A copy of any such instrument of conveyance must be supplied to the Association within ten (10) days of recordation.

2.2 Voting Interests. The Class A Members of the Association are entitled to one (1) vote for each Lot owned by them. As of the date of recording of these Bylaws, the total number of Class A Member Voting Interests equals four hundred eighty-three (483). Pursuant to the Articles, the Board determines the number of Voting Interests that are attributed to the Class B Member, the owner(s) of Tract D. Suspension of a Voting Interest shall not affect the basis for which Common Expenses are shared or Common Surplus is owned. However, suspended Voting

Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. If a Lot is owned by one (1) natural person, his right to vote shall be established by the record title of the Lot. If a Lot is owned jointly by two (2) or more natural persons that are not acting as trustees, then that Lot's vote may be cast by any one (1) of the Owners. If two (2) or more Owners of a Lot do not agree among themselves how their one (1) vote shall be cast, then that vote shall not be counted for any purpose. If a Lot is owned by a corporation, then any officer of the corporation may vote on behalf of said corporation. If a Lot is owned by a partnership, then any general partner may vote on behalf of the partnership. If a Lot is owned in trust, then the grantor of the trust or any beneficiaries residing in the Lot shall be entitled to vote. If a Lot is owned by a limited liability company, then any member (if member managed) or manager (if manager managed) may vote on behalf of the limited liability company. Subject to the qualifications above, any person with apparent authority asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote. Voting certificates are not necessary. If multiple Owners or non-individual Owners of a Lot cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida law. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, that the Board, in good faith, believes to be genuine. Further, the Association may assume the validity and the accuracy of any statement or assertion contained in a voting certificate, and the Association may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in subsection 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in subsection 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of Membership in the Association does not relieve or release any former Member from liability or obligations incurred under or in any way connected with the Community during their period of Membership, nor does it impair any rights or remedies that the Association may have against any former Member.

2.6 Electronic Transmission of Notices of Membership and Board Meetings. Notice to the Members of meetings of the Board, meetings of a committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Chapter 720 and Section

617.0141, Florida Statutes (2025), as amended from time to time. Notice by electronic transmission is effective when actually transmitted by facsimile telecommunication, if correctly directed to a facsimile number at which the Member has consented to receive notice; or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission must be in writing and shall be revocable by the Member by written notice to the Association. Members are responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers and attachments to such text which is readily capable of being viewed through customary home or office computing systems, including but not limited to Word®, PDF® or similar attachments. An affidavit of the secretary or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

2.7 Use of Electronic Voting. To the extent that the Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so and the Association shall comply with Florida Statute Section 720.317 of the Act.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The date, time and place of the annual meeting shall be determined by the Board from time-to-time. Failure to hold an annual meeting does not cause forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes (2025), as amended from time to time. The annual meeting shall be held on a date, at a time, and at a place (or by real-time videoconferencing) that is designated by the Board, for the purpose of electing directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the Association's president or by a majority of the directors, and must also be called by the president or secretary within a reasonable time of receipt of petition of the Members holding at least twenty-five percent (25%) of the entire Voting Interests. The business at any special meeting of the Members shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all meetings of the Members must state the time, date and place of the meeting (or login credentials for meetings held by real-time videoconferencing). The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Lot and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Lot. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the votes of the entire Membership or Voting Interests. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida law.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that

meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance. Any business that might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

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

(A) Collection of any election ballots not yet cast. (annual meeting)
(B) Manager or teller committee counts ballots. (annual meeting, business may continue while counting)
(C) Call to order by the president.
(D) Call of the roll or determination of quorum.
(E) Proof of notice of the meeting.
(F) Reading, or waiver of reading, and approval of minutes of the last meeting of the Members.
(G) Reports of officers, if any.
(H) Reports of committees, if any.
(I) Unfinished business, if any.
(J) New business designated on the agenda.
(K) Announce results of the election of directors. (annual meeting)
(L) Adjournment.

The president shall preside as chairman over all Membership meetings. In the absence of the president, a vice president shall preside as chairman, or in the absence of both, the Membership shall select a chairman (who need not be a Member or a director); provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as chairman.

3.9 Minutes. Minutes of all meetings of the Members shall be kept in a businesslike manner and shall be available for inspection by Members or their authorized representatives and directors at all reasonable times. Minutes shall be kept for a period of seven (7) years after the meeting. Minutes 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. Meetings shall be conducted in accordance with these Bylaws and any procedures that are established by the Board from time-to-time, including, without limitation, the form of voting documents to be used. The ruling of the chair of a meetings, unless he or the Board designates a third person as a parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

3.11 Action by Members without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of the Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of Voting Interests to approve the action.

3.12 Remote Meetings. To the greatest extent permitted by law, in accordance with Section 617.0721(3) of the Florida Statutes (2025), as it exists now and as amended from time to time, the Members and their proxy holders who are not physically present at a meeting of the Members may, if authorized by the Board: (i) participate in the meeting by means of remote communication; and (ii) be deemed to be present in person and vote at the meeting. If any Member or proxy holder votes or takes any other action by means of remote communication, then a record of that participation must be maintained by the Association as part of the Association's meeting minutes and official records. Outside of an exercise of the Board's emergency powers, prior to authorizing a Member to participate remotely at a meeting of the Members, the Board must adopt guidelines and procedures that implement reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or a Member's proxy holder. Member participation at meetings by remote communication shall be subject to any other guidelines and procedures that the Board may adopt and amend from time to time.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by the Board. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents shall be exercised by the Board, subject to approval or consent of the Members only when such is expressly required by the Governing Documents or law.

4.1 Number and Terms of Service. The property, business and affairs of the Association shall be managed by a Board consisting of seven (7) directors. The term of each director's service shall be three (3) years, or until their successor is duly elected and qualified. Resignations of directors are effective when received by the Association in writing, unless a later effective date is specified in the written resignation. The terms of the directors shall be staggered with either two (2) seats or three (3) seats coming up for election at each annual meeting.

4.2 Qualifications. Directors must be Members or a spouse or Domestic Partner of a Member. When a Lot is owned by a corporation, partnership, limited liability company or similar entity, any eligible voter, as described in subsection 2.2 shall be eligible for Board service. No two

(2) individuals from the same Lot shall be eligible to serve on the Board at the same time, unless they own more than one Lot, in which case eligibility is limited to one director per Lot.

4.3 Vacancies on the Board. If the office of any director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining directors or the sole remaining director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term, or may choose to hold a special election to fill the vacancy, in which case the election procedures must conform to the requirements in subsection 4.4 hereof. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Nominations and Elections. The Members shall elect all directors of Association at or in conjunction with the annual meeting of the Members.

(A) Candidates. The Board shall adopt and utilize procedures whereby the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, including electronic transmission for those Members who have so consented to each Member entitled to vote, a first notice of the annual meeting at least sixty (60) days prior to the annual meeting whereupon any person eligible to serve as a director may qualify as a candidate and have his name on the ballot, by notifying the Association 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 Association. No additional nominations after the forty-five (45) day cut-off period are permitted. No nominations from the floor are permitted.

(B) Election and Voting Materials. Candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes at their own expense, including providing a candidate information sheet about themselves not less than forty-five (45) days prior to the election. Any written materials distributed to the Members by the Association regarding an election shall be non-partisan, and Association 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 Association shall endorse, disparage, or comment on any Candidate or indicate whether a candidate is an incumbent, however the Association shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The second notice of the annual meeting including the ballots and all other election and voting materials shall be distributed by the Association with the notice of the annual meeting.

(C) Balloting and Vote Counting. On the day of the annual meeting, the first order of business is to collect any ballots that have not already been received. A teller committee,

consisting of persons who are not related to any candidate, shall be appointed by the Board to count the election ballots. Alternatively, the Board may ask and direct two or more Members of the Association to count the election ballots. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interest cast a ballot. If an election ends in a tie, and there are more tied candidates than there are seats up for election, then the Association shall resolve the tie by drawing straws. The candidates who are elected shall take office upon the adjournment of the annual meeting. No secret balloting is required. The Board may require all ballots to be received by the Association at some point prior to the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In addition to the foregoing, to the extent that the Association wishes to provide for and allow electronic voting, Members who have consented to vote electronically shall be permitted to do so as provided for by Florida law.

(D) Certification. Each director shall certify in writing to the secretary of the Association that he or she has satisfactorily completed the educational curriculum administered by a Division-approved education, as required by the Act.

4.5 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written agreement or at any meeting called for that purpose, in the manner required by the Act. Directors shall be removed from the Board automatically for any reason so provided in the Act for automatic removal, including, without limitation, if a director is charged by information or indictment with forgery of a ballot envelope or voting certificate that is used in an Association election. A director who ceases to be a Member of the Association, or an ineligible representative, a director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, or a director who is convicted of a felony in any state, shall become ineligible for Board service on the date of such disqualification, delinquency or conviction, and his seat shall be deemed vacated as of that date. Any director may resign his office at any time, in writing (including e-mail) addressed to any other director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. To be effective, resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

4.6 Organizational Meeting. The annual organizational meeting of the new Board shall be held within ten (10) days after the annual meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

4.7 Other Meetings. Meetings of the Board may be held at such time and place, as shall be determined from time to time, by the president or a majority of the directors. Notice of meetings shall be given to each director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.8 Notice to Members. A meeting of the Board occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone or video conferencing, or in any combination thereof) to conduct Association business. All meetings of the Board shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meeting regarding personnel matters; (c) such other meetings permitted to be closed by the Act. Notices of all meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the 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 the Assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or that is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act. Any Owner may tape record or videotape meetings of the Board and meetings of the Members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the taping of meetings of the Board and the Membership.

4.9 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. If all directors are present at a meeting, no notice to directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all directors are present at a duly called meeting. Directors may participate in any Board meeting by a conference telephone call, videoconference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

4.11 Vote Required. The acts approved by a majority of those directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings. After a quorum has been established at a Board meeting, the subsequent withdrawal of any directors, so as to reduce the number of directors represented below the number required for a quorum, shall

not affect the validity of any action taken by a majority of the directors present at the meeting before or after such persons leave.

4.12 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 specific date, time and place. No further notice needs to be given to directors or Members.

4.13 Presiding Officer. The president, or in his absence, a vice president, shall be the presiding officer at all meetings of the Board. If neither is present, then the presiding officer shall be selected by majority vote of the directors present; provided however, that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as chairman.

4.14 Compensation of Directors and Officers. Neither directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement. Assistant officers, if any, may be compensated as approved by the Board.

4.15 Preservation. At the first Board meeting, excluding the organizational meeting, which follows the annual meeting of the Members, the Board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the Community and the Association from extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes, and to authorize and direct the appropriate officer to file notice in accordance with Section 720.3032, Florida Statutes (2025), as it is amended from time to time.

4.16 Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and shall be available for inspection by Members or their authorized representatives and directors at all reasonable times. Minutes shall be kept for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board Meeting must be recorded in the minutes.

5. POWERS OF THE BOARD OF DIRECTORS. All of the powers of the Association existing under the laws of Florida generally, Florida Not for Profit Corporation Statute, the Act and the Governing Documents, all as amended from time to time, shall be exercised exclusively by the Board, or its duly authorized agents, contractors or employees, when said powers have been delegated by the Board, subject only to the approval by Members when such is specifically required. The powers of the directors shall include, but not be limited to, the power:

5.1 To call meetings of the Members.

5.2 To appoint, remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or

fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever.

5.3 To establish, levy and assess, and collect the Assessments against Lots as necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.

5.4 To use the proceeds of Assessments in the exercise of its powers and duties.

5.5 To maintain, repair, replace, operate and improve the Property, as provided in the Declaration.

5.6 To adopt and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Property, including but not limited to the Lots and Common Areas, including reasonable admission charges if deemed appropriate, and to adopt and amend rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

5.7 To reconstruct any pre-existing Association property improvements after casualty.

5.8 To enforce by legal means the provisions of applicable laws and the Governing Documents, and to interpret said Governing Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.

5.9 To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

5.10 To carry insurance for the protection of the Members and the Association.

5.11 To pay the cost of all utility services rendered to the Common Area and not billed to Owners of individual Lots.

5.12 To employ personnel to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

5.13 To bring and defend suits and other proceedings and exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

5.14 To incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, income or rights.

5.15 To make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its officers, purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration or the Articles of Incorporation, and grant or modify easements and licenses over the Association Property necessary or desirable for proper operation of the Association. Notwithstanding the foregoing, no portion of the Golf Course may be sold nor may any portion of the Golf Course be leased for a term in excess of ten (10) years without the prior approval of seventy-five percent (75%) of the entire Voting Interest.

5.16 In accordance with the Act, the Association may levy reasonable fines against Owners, Tenants, Residents, and Guests for each violation of the Governing Documents. Each such fine may not exceed $250 per violation. Fines may be levied on the basis of each day of a continuing violation, in an amount up to $250 per day capped at $5,000 in the aggregate for a specific, continuing violation. Duly levied fines shall be a Charge against the applicable Lot at which the Owner, Tenant, Resident, or Guest in violation was residing or was invited to visit or service. The Association may suspend, for a reasonable period of time, the right of an Owner or an Owner's Tenant, Resident, or Guest to use Common Areas and an Owner's Voting Interest in accordance with the Act.

5.17 To approve any bulk contract for the provision of communications services as defined in Florida Statute Section 202.11, information services, and/or Internet services, which shall be deemed an operating expense of the Association.

5.18 To exercise all emergency powers provided to the Board by the Act and by Chapter 617 of the Florida Statutes in the event of an "emergency" as defined by those respective statutes.

6. OFFICERS.

6.1 Officers and Elections. The officers of the Association shall be a president, a vice president, a treasurer and a secretary, all of whom must be directors. All officers shall be appointed annually by the Board. Any officer may be removed, with or without cause, by vote of a majority of the directors present at any properly noticed Board meeting. Any individual may hold two (2) or more offices as long as the individual qualifies for both offices; except the president and secretary may not be the same person. The Board may, from time to time, appoint such other officers and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. An officer (or the Board in an emergency) may appoint an assistant officer to assist with all duties of the officer's role, if first authorized by the Board. Any assistant officer need not be a director or a Member.

6.2 President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and directors, except as otherwise provided herein, and shall be ex-officio a member of all standing committees. The president shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.3 Vice President. The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president; and the vice president shall perform such other duties as the Board shall assign.

6.4 Secretary. The secretary shall attend or provide for proper documentation of all meetings of the Board and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. The secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board, and shall perform such other duties as may be prescribed by the Board or the president. The secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an assistant secretary, if one has been designated, or the Association's attorney, manager or management company.

6.5 Treasurer. The treasurer shall be responsible for Association funds, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The treasurer shall oversee the disbursement of the funds of the Association, and shall render to the directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated, or the Association's accountant, manager or management company.

6.6 Resignation of Officer. Any officer may resign his office at any time, in writing (including e-mail) addressed to any other director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. There is no requirement that a resignation be accepted by the Board to be effective, and a resignation cannot be rescinded after being given, even if not effective until a later date.

7. COMMITTEES.

7.1 Generally. The Board may appoint by resolution or by motion, from time to time, such standing or temporary committees as the Board deems necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Where required by the Act, committee meetings shall be open to attendance by any Members, and notice of those committee meetings shall be posted in the same manner as required in subsection 4.7 above. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board.

7.2 Architectural Review Board. The ARB shall be composed of five (5) natural persons (up to two (2) alternates who must be Members of the Association or the spouse or

Domestic Partner of a Member. Unless the Board actually appoints other persons to serve on the ARB, the Board's directors shall serve as the ARB. The members of the ARB shall serve until they resign or they are removed from the ARB by the Board. The members of the ARB serve at the pleasure of the Board, and members of the ARB may be removed from the ARB at any time by the Board. If a vacancy occurs on the ARB for any reason, then the Board may appoint a successor to fill the vacancy. If approved by the Board, any member of the ARB may be compensated for their services and reimbursed for their expenses related to their services to the Association. A majority of the members of the ARB present in person at any duly called meeting of the ARB shall constitute a quorum of the ARB. All questions shall be decided by a majority of the ARB members who are present and voting at a duly called meeting of the ARB, provided that a quorum of the ARB has been attained to conduct business at the meeting. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARB, that ARB member shall be disqualified from participation in the proceedings. Any minutes of an ARB meeting shall be kept in a business-like manner as part of the Association's official records.

8. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.1 Depository. The depository of the Association in which the funds of the Association shall be deposited shall be financial institutions that: (i) are authorized to do business in Florida or that have offices in Florida where withdraws can be completed and where the accounts may be reviewed, administered, and closed or liquidated; and (ii) are FDIC insured or carry equivalent insurance backed by the full faith and credit of the United States of America. Deposits shall be limited to the limits of FDIC or federal insurance at any institution. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the directors or by electronic transfer protocols approved by the Board. The Board may invest the Association's 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.

8.2 Budget. The treasurer shall prepare, and the Board shall adopt at a duly noticed Board meeting, an annual budget of the Association's estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide each Member 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 annual budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately. If at any time an annual budget shall prove insufficient, it may be amended by the Board, subject to the limitations below, for the remaining portion of the fiscal year. Once the amended annual budget is adopted, the Association shall provide to each Member a copy of the amended annual budget or a written notice that a copy of the amended annual budget is available upon request at no charge to the Member. Notwithstanding the foregoing, to the greatest extent permitted by law, if the annual budget proposed by the Board or amended by the Board will exceed one hundred-ten percent (110%) of the Regular Assessments to be levied or that were levied in the preceding fiscal

year, then the annual budget must also be approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business. Any determination of whether Regular Assessments exceed one hundred ten percent (110%) of Regular Assessments for the prior fiscal year shall exclude the following: (i) any authorized provision for reserves that are required by statute or by State or local government for repair or replacement of Common Area; (ii) anticipated expenses of the Association for the repair, maintenance, or replacement of Common Areas from a known insurable loss (such as hurricane damage); (iii) increases in insurance premiums; (iv) anticipated expenses for judgment debts, other debts, or upcoming debt obligations that were known or existed during the preceding fiscal year; and (v) increases in contract costs due to existing price escalation clauses that were in effect during the preceding fiscal year. The intention of these provisions is to prohibit the Board from dramatically increasing Regular Assessments for discretionary, non-essential, spending. In the event that the Members do not approve such a proposed budget, then the existing level of Regular Assessment shall be carried into the next fiscal year unless a substitute budget is adopted by the Board (and by the Members, depending upon the amount of Regular Assessments) as provided herein and in the Declaration.

8.3 Reserves. The Board may establish voluntary reserve accounts funded from Regular Assessments in reasonable amounts and in categories as are determined by the Board, in the Board's sole discretion, for deferred maintenance and repair, including, without limitation, maintenance of all Common Areas, emergency repairs as a result of casualty loss, recurring periodic maintenance, or the initial cost of any new service to be performed by the Association. These voluntary reserve accounts may be used by the Board on a temporary basis for cash flow management of the Association, even though expended on items other than those for which the reserve account was established. The amount borrowed from a voluntary reserve account shall be repaid from revenues subsequently received, it being the intent that the Board may borrow from a voluntary reserve account without diminishing the obligation to levy and collect Assessments that will, upon collection, permit the restoration of the voluntary reserve account. The Association may create reserve accounts in accordance with Section 720.303(6)(d) of the Florida Statutes (2025) upon the affirmative approval of a majority of the entire Voting Interest.

8.4 Contingency Funds. In addition to the reserves provided in subsection 8.3 above, or in place of them, the Board may establish one or more "contingency funds" for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

8.5 Assessments. Regular Assessments based on the adopted budget shall be paid either monthly, quarterly, or annually, as determined by the Board. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget

is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Lot's next installment due.

8.6 Special Assessments. Special Assessments may be levied by the Board against the Lot Owners for Common Expenses that are not funded by the Regular Assessments or other sources of revenue. Special Assessments are due on the day specified in the resolution or materials approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the Board meeting is provided to each Member at least fourteen (14) days before the Board meeting, which notice includes a statement that a Special Assessment will be considered at the Board meeting and the nature of the proposed Special Assessment. Written notice of any Board meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting, except in the case of an emergency. If any Special Assessment exceeds fifteen percent (15%) of the Regular Assessments levied (or to be levied) in the fiscal year in which the Special Assessment is adopted by the Board, then the Special Assessment must also be approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business. Notwithstanding the foregoing, Membership approval is not required for any Special Assessments (or portions thereof) that are needed to raise funds for the following purposes or circumstances: (i) when reasonably necessary for the maintenance, repair, or replacement of a Common Area without alteration or enlargements except as may be required by law or by code; (ii) when reasonably necessary to meet a deficit in the Association's Common Expense for debt obligations that were duly adopted; or (iii) for any purpose for which Florida law permits the levy of a Special Assessment without Membership approval despite the provisions of the Governing Documents.

8.7 Payment of Assessments. Regular Assessments shall be payable and must be received by the Association on the first (1st) day of each month (if due monthly), quarter (if due quarterly), or year (if due annually). Any Regular Assessment that is not paid when due shall be deemed in default and shall bear interest at the maximum rate allowed by law from the due date. A Charge shall be payable and must be received by the Association within thirty (30) days of the date the Association provides an invoice for the Charge to the person who is responsible for paying the Charge. A Special Assessment shall be due on the date specified in the Board's resolution levying the Special Assessment. A Capital Contribution shall be payable and must be received by the Association on the date of title transfer, as further provided in the Declaration.

8.8 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding for each person (whether or not a director) who controls or disburses Association funds, and the president, secretary, and treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding of directors and officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association or otherwise

having the authority to control or disburse Association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy. The Association may opt out of this requirement as provided by the Act.

8.9 Financial Reporting. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in Section 720.303 of the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial and accounting records of the Association shall be kept in conformity to generally accepted accounting principles or other 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 all documents required by Section 720.303(4)(a)10 of the Act and any other financial or accounting records that are required by the Act.

8.10 Fiscal Year. The Association's fiscal year shall be the calendar year, unless subsequently modified by the Board. The Board 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.

8.11 Application of Payments; Commingling of Funds. All payments made to the Association on account by an Owner shall be applied as specified in the Act. All monies collected by the Association may be commingled for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board.

8.12 Debit Cards. The Association and its officers, directors, employees, and agents may not use a debit card that is issued in the name of the Association or that is billed directly to the Association for the payment of any Association expense.

9. RULES AND REGULATIONS; USE RESTRICTIONS. The Board may, from time to time, promulgate and impose reasonable Rules and thereafter modify, alter, amend, rescind, and augment any of the same with respect to the use and operation of the Lots, Common Areas, and Association Property, and the operation and administration of the Association. The Rules so promulgated shall in all respects be consistent with the use covenants set forth in the Declaration. Further, the Rules shall not be arbitrary or capricious. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance and/or appearance of Lots may be adopted, amended, or revoked must be mailed, delivered or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Rules and Regulations that regulate the use of Lots must include a statement that changes to the Rules and Regulations regarding the use of Lots will be considered at the meeting.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal. Amendments of these Bylaws may be proposed at any time by the Board or by written petition of the Members that is signed by at least twenty-five percent (25%) of the entire Voting Interests that includes the text of the proposed amendment in form and substance required by the Act and not in violation of the Act or the Governing Documents. Any amendments so proposed must be submitted to a vote of the Owners not later than the next annual meeting.

10.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be subsequently amended at any time if a duly proposed amendment is approved by at least two-thirds (2/3rds) of the Voting Interest that is actually present, in person or by proxy, and voting at a duly noticed meeting of the Association's Members, provided a quorum is attained to conduct business and provided that the text of each proposed amendment has been provided to the Members with notice of the meeting of the Members. However, no amendment shall be effective to change the share of liability for Assessments or ownership of the common surplus of the Association or the voting rights, appurtenant to any Lot, unless all Owners and all record owners of liens on Lots join in the execution of the amendment.

10.3 Certificate; Recording. A copy of each amendment shall be attached to a certificate that certifies that the amendment was duly adopted as an amendment to these Bylaws, which certificate shall identify the Book, Page or Instrument Number of the Public Records of Lee County where the Declaration is recorded, and shall be executed by the president or vice president of the Association 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 Lee County, Florida. Within thirty (30) days after recording an amendment to these Bylaws, the Association shall provide copies of the amendment to the Members or notice that it may be sent to any Member who requests same.

11. INDEMNIFICATION.

11.1 Indemnity. The Association 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 the fact that he is or was a director, officer, or committee member of the Association, 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 Association, 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 failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, 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 Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors or committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Section 11, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association 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 Association as authorized by this Section 11.

11.4 Miscellaneous. The indemnification provided by this Section 11 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.

11.5 Insurance. The Association 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 Association, 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 Association would have the duty to indemnify him against such liability under the provisions of this Section 11.

12. MISCELLANEOUS.

12.1 Headings, Captions, & Gender. The captions and headings used throughout the Governing Documents are strictly for the convenience of the reader and shall not be used or referenced to interpret any provisions of these Bylaws. The use of the singular number shall include the plural, and the plural the singular. The use of any gender shall include all genders.

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

12.3 Conflict. In the event that any inconsistencies exist among the provisions herein and the other Governing Documents or in the event of a conflict in the interpretation of the Governing Documents any such inconsistency or conflict shall be resolved in favor of the higher priority Governing Document. The Governing Documents are ranked from highest priority to lowest priority as follows: Declaration (highest), Articles, Bylaws, Rules, and Architectural Review Criteria (lowest).

Exhibit C-Bylaws_003_12.13.25.docx