

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.**

**WORKING DOCUMENT**

This Working Document was last updated 7-15-2019 is a compilation of the original and all amendments (for resident convenience) from the following documents:

- Original Articles of Incorporation, Sept 18, 1990
- Amendment to Declaration of Covenants, Conditions and Restrictions, Oct 16, 2001
- Amended and Restated Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners Association, Inc. February 27, 2015
- Certification of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions Royal-Tee Homeowners Association, Inc. D/B/A Cape Royal Homeowners Association, April 7, 2017

Each individual document listed above is available from the HOA Board, if needed.

**ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.  
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OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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The Association as representatives of the members in the Royal-Tee Homeowners Association, Inc. d/b/a Cape Royal Homeowners Association pursuant to the amendment powers contained in the Declaration of Covenants, Conditions and Restrictions, By-Laws and Florida Statutes, after proper notice and discussion and after recommendation, approval and joinder by the required requisite number of the members, file this its Amended and Restated Declaration of Covenants, Conditions and Restrictions and this their

**CONFIRMATION OF PRIOR STATEMENT OF SUBMISSION**

Pursuant to those plats recorded respectively in the Public Records of Lee County Florida at Plat Book 37, Page 1, et seq. and Plat Book 78, et. seq. attached hereto as Exhibit "A", the Owners of Lots in Royal-Tee Country Club Estates and in Cape Royal do hereby confirm the statements of Declaration of Covenants as recorded in the Public Records of Lee County, Florida at Official Record Book 2176, Pg. 4645 et. seq., as subsequently amended.

**ARTICLE 1: DEFINITONS**

- 1.1 **ARTICLES OF INCORPORATION** 'MEANS' THOSE Articles Of Incorporation registered with the State of Florida, a copy of which is attached as Exhibit "B".
- 1.2 **ASSOCIATION** "means" and refers to the ROYAL-TEE HOMEOWNERS ASSOCIATION, INC. d/b/a CAPE ROYAL HOMEOWNERS ASSOCIATION, its successors and assigns.
- 1.3 **BY=LAWS** "mean" those by=laws adopted by the Association, attached hereto as Exhibit "C".
- 1.4 **COMMON AREAS**<sup>1</sup> includes within its meaning the following: (a) all real property to be owned and/or maintained by the Association for the common use and enjoyment of the Lot Owners, which is not included in the legal descriptions conveyed to the individual Lot Owners, including but not limited to the entranceway, common drainage system, swales adjacent to the roadways and lots, green areas along the roadways, and the roads; (b) the property and installations required for the furnishing of utilities and other services to more than one Lot or to the Common Areas; (c) tangible personal property required for the maintenance and operation of

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<sup>1</sup> When originally recorded, the declaration used the term Common Elements. The use of the term Common Elements was a misnomer as the appropriate term of a homeowners' association is Common Areas.

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the Association even though owned by the Association. The term “Common Areas” includes the Golf Course described on Exhibit “A1” and all appurtenances thereto.

1.5 **DECLARATION** “means” and refers to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, for ROYAL-TEE HOMEOWNERS ASSOCIATION, INC.

1.6 **DEED OF RESTRICTIONS** “means” the DEED OF RESTRICTIONS for ROYAL-TEE COUNTRY CLUB ESTATES, A SUBDIVISION, which all Owners of Lots and the Owners of the Golf Course are subject to as set forth in Exhibit “D”.

1.7 **LOT** “means” the legal description of a single family residential lot.

1.8 **MAINTENANCE** “means” the exercise of reasonable care to keep common area roads and lighting, streets, lawns and landscaping, Owner mailboxes, surface water management and other related improvements and fixtures in a condition comparable to their original conditions, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth. The Association shall have the sole responsibility of maintaining all Common Areas owned by the Association, subject however, to the individual Lot Owners maintaining their Lot and appurtenances thereto, as well as the lessee, if any, of the golf course operating and maintaining the Golf Course and appurtenances thereto. The Association shall have the sole responsibility of maintaining the Golf Course if it is ever converted to green space or when the Golf Course is not leased to a golf operator.

1.9 **MEMBER** “means” every person or entity which holds membership in the Association.

1.10 **OWNER** “means” a record Owner whether by one or more persons or entities of a fee simple title to any Lot which is a part of the Subdivision but shall not include those holding title merely as security for performance of an obligation.

1.11 **PROPERTIES or PROPERTY** “mean” and refer to all that certain real property described on Exhibits “A” and “A1”, attached hereto and made a part hereof.

1.12 **ROADS AND / ROADWAYS** “means” the Right of Way for ingress and egress of the community which is 60 feet wide in Section A and Section B and 40 feet wide in Section C which have been dedicated on the plats of Royal Tee Country Club Estates and Cape Royal.

1.13 **SUBDIVISION** “means” and refers to the Royal-Tee Country Club Estates as recorded in Plat Book 37, Pg. 1 et seq. in the Public Records of Lee County at Official Record Book 1807, Pg. 501

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et. seq., and the Cape Royal Re-Plat as recorded in the Public Records of Lee County respectively at Plat Book 37, Pg 1 and Instrument No. 2006000235150.

**ARTICLE 2: MEMBERSHIP AND ASSOCIATION VOTING RIGHTS**

**SECTION 2.1.** Every Owner of a Lot shall be a member of the Association. Membership is appurtenant to the Lot and may not be conveyed separate and apart from the Lot. The classes of voting members and number of votes for each class is as set forth in Sections 2.3.

**SECTION 2.2.** The affairs of the Association shall be managed by a Board of Directors. The number of directors constituting the Board of Directors and terms shall be governed by the By-laws.

**SECTION 2.3.** The Association shall have two classes of voting members as follows:

CLASS A: The Class A members shall be all Owners and shall be entitled to one vote of 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.

CLASS B: The Class B members are the Owners, their successors and assigns, of Tract D located on the West Side of Royal Tee Boulevard as reflecting in PB73, PG3. The number of votes shall be determined by the Board of Directors.

**ARTICLE 3: ASSESSMENTS**

**SECTION 3.1. LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS**

Each Owner of a Lot is hereby deemed to covenant by acceptance of their deed, whether or not it shall be so expressed in said deed, to pay to the Association (1) annual assessments, (2) special assessments for capital improvements, and (3) the Golf Course debt service assessment. All assessments will be established and collected as hereinafter provided. All assessments, together with interest at the maximum rate allowed by law, costs, and reasonable attorney fees, shall be a charge on the Lot, and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest at the maximum rate allowed by law, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who own the Lot at the time the assessment became due.

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**SECTION 3.2. PURPOSE OF ANNUAL ASSESSMENTS.** The annual assessments levied by the Association shall be used exclusively to create a fund to off-set the cost of the improvement, maintenance, management of the Association and its affairs, and administration of the Common Areas situated within the Subdivision which includes the maintenance of the roadways and the surface water management system. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) The day-to-day maintenance of the Common Areas as well as major improvements for the Subdivision, except for maintenance of the Golf Course when the Golf Course is leased to a golf operator.
- (b) Liability insurance insuring the Association against liability to the public to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Board of Directors and shall be reviewed annually and increased or decreased in the discretion of the Board of Directors.
- (c) Workers' compensation insurance to the extent necessary to comply with Chapter 440 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
- (d) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessment which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which may be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of Owners, or for the enforcement of this Declaration and the Deed Restrictions described in Section 1.5 and 1.6.
- (e) A directors and officers insurance policy covering all members of the Board of Directors of the Association, its agents and employees of the Association in an amount to be determined by the Board of Directors.
- (f) Management entities and salaries.
- (g) Street lighting, if any.
- (h) A fidelity insurance policy. The president, secretary and treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as required by law or the Board of Directors to protect the cash assets of the Association.

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- (i) Maintaining the Golf Course if it is ever converted to green space or when the Golf Course is not leased to a golf operator.
- (j) Expenses incurred in connection with the negotiation of any golf operator lease or expenses incurred in connection with the Association's obligations as a landlord relative to any lease for the Golf Course or improvements thereon.

**SECTION 3.3. MAXIMUM ANNUAL ASSESSMENT**

- (a) Until December 31, 2014, the maximum annual assessment shall be six hundred ninety-five dollars (\$695.00) per year, per Lot, payable on an annual basis.
- (b) From and after January 1, 2015, the maximum annual assessment per Lot may be increased each year by not more than ten (10%) over and above the previous year without approval by a majority vote of the members voting in person or by proxy at a meeting at which a quorum is obtained (See Section 3.5 for meeting notice requirement).

**SECTION 3.4. SPECIAL ASSESSMENTS.** In addition to the annual assessment authorized above, the Association may levy a special assessment for the purposes of defraying whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto or to cover unbudgeted expenses that arise due to a casualty event. Any such assessment approved by the Board of Directors in an amount of \$200.00 or less per Lot per year need not be approved by a vote of the members.

**SECTION 3.5. NOTICE AND QUORUM.** Written notice of any meeting called, for the purpose of taking any action authorized by Section 3.3 (b) shall be sent to all members not less than fourteen (14) days in advance of such meeting. A quorum for the transaction of business at any Association meeting is 30% of the entire membership.

**SECTION 3.6. UNIFORM RATE OF ASSESSMENT.** All assessments must be fixed at a uniform rate for all Lots, excluding the Golf Course.

**SECTION 3.7. COMMENCEMENT AND COLLECTION OF ANNUAL ASSESSMENTS.** The assessment provided for herein shall commence as to each Lot, with the exception of the Golf Course,

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on the first day of the month following the conveyance of the Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment and Golf Course debt service assessment against each Lot at least fourteen (14) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessment shall be made payable in advance as designated by the Board of Directors. Written notice of the annual Golf Course debt service assessment shall be sent to every Owner subject thereto. However, an Owner's obligation to pay assessments is not conditioned upon the Association's first sending the Owner any written notice.

**SECTION 3.8. EFFECT OF NONPAYMENT OF ASSESSMENTS, REMEDIES OF THE ASSOCIATION.**

Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest at the maximum rate allowed by law from the due date. A lien may be placed against said Lot for nonpayment of assessments plus attorney fees, interest and costs. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the assessment, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

**SECTION 3.9. SUBORDINATION OF ASSESSEMTN LIEN TO MORTGAGES**

3.9.1 *MORTGAGE RECORDATION DATE.* For mortgages recorded on dates prior to the date the Association records its amended and restated declaration, the assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer unless that share of assessments is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. No sale or transfer shall relieve such a Lot from liability for an assessment thereafter becoming due or from the lien thereof. For mortgages recorded after the date this amended and restated declaration is recorded a first mortgagee's liability for past due assessments shall be governed by ( ) 720.3085, *Florida Statutes*, as amended from time to time.

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3.9.2 *LIEN.* The Association has a lien on each Lot for unpaid past due Association assessments and charges, together with interest, late payment penalties, costs and reasonable attorney fees incurred by the Association in enforcing the lien. The lien is perfected by recording a Claim of Lien in the Public Records of Lee County, Florida, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due, and the dates when due. The Claim of Lien must be signed and acknowledged by an Officer or agent of the Association. The Lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines and charges, interest, late fees, costs, and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgement of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.9.3 *FORECLOSURE OF LIEN.* The Association may bring an action in the name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in ( ) 720.3085, *Florida Statutes*, as amended from time to time, for the foreclosure of a lien upon a Lot for unpaid assessments. All unpaid assessments and charges also constitute a personal obligation of the Owner and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid charges or assessments. If final judgement is obtained, such judgement shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

3.9.4 *PRIORITY OF LIENS.* Except in regard to any exemption that the Association is required to provide to a first mortgage holder under ( ) 720.3085, *Florida Statutes*, or other law, the Association's lien for unpaid charges, assessments, and all other amounts shall relate back to the date of the original declaration applicable to the property was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien, or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.9.5 *APPLICATION OF PAYMENTS, FAILURE TO PAY; INTEREST.* Assessments, charges, and installments thereon paid on or before thirty (30) days after the date due shall not bear interest, but all sums not so



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paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest, the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges, and installments thereon shall become due, and the Lot Owner shall become liable for said assessments or installments, on the date established in the By-laws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then to late fees, then to costs (including, but not limited to, collection charges imposed by the management company, attorney, and Court), then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid individual assessments, regular assessments, and special assessments. No payment by check is deemed received until the check has cleared the Bank. The Association shall also have the right to require any tenant occupying the Lot during any period in which assessments for the Lot are due, but have not been paid to the Association, to pay the rent to the Association. The right of a delinquent Owner to vote may be suspended and the Association may also suspend the rights of delinquent Owners, their household members, tenants, and guests, to use the common facilities.

**3.9.6 ACCELERATION.** If any individual assessment, Golf Course debt service assessment, or special assessment, as to a Lot becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have right to accelerate the due date of the entire unpaid balance of the Lot's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the Public Records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, and attorney fees and costs as provided by law: and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice, postage paid.

**3.9.7 CERTIFICATE AS TO ASSESSMENT: MORTGAGAGE QUESTIONNAIRES.** Within fifteen (15) days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies

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upon such certificate shall be protected thereby. The Association may charge a fee of \$150.00, or more if allowed by law, plus any related attorney fees, to issue the certificate. The Association may, but is not obligated to, respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire, the Association may charge a fee (in addition to any charge for an estoppel letter), plus any related attorney fees for doing so.

3.9.8 *MORTGAGE FORECLOSURE*. Except as to first mortgagees whose liability for past due assessments is addressed in Section 3.9.1, all persons or entities acquiring title to a Lot as a result of a foreclosure or other Court ordered sale, shall be obligated to pay all past due assessments due and owing at the time of sales regardless of whether or not the Association has filed a Claim of Lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his Ownership, except as specifically required by law. If the Association is named in a mortgage foreclosure related to a Lot, the attorney fees and costs incurred shall be charged as an individual assessment against the Lot and shall be the responsibility of the current and subsequent Owners.

**ARTICLE 4: PROPERTY RIGHTS**

**SECTION 4.1: OWNERS EASEMENTS OF ENJOYMENT.** Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to each Lot, subject to the following rights of the Association:

- (a) The right to suspend the voting rights of any Owner for periods during which assessments or any monetary obligations owed the Association is more than ninety (90) days past due. The Association may also suspend an Owner's use rights of the Common Areas.
- (b) The right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by a majority of the members agreeing to such dedication or transfer, has been duly recorded.
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said

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property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.

- (d) The right of every Owner of a Lot and easement of enjoyment in the Golf Course, in accordance with the rules and regulations established by the Golf Course lessee or the Association should the Golf Course be converted to green space or is no longer leased to a golf operator.

**SECTION 4.2: DELEGATION OF USE:** Subject to such limitations as may be imposed by the By-Laws and the Golf Course lessee, each Owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guests, tenants and invitees.

**SECTION 4.3: OTHER EASEMENTS:**

- (a) Easements for installation and maintenance of utilities and drainage facilities as are required for the Subdivision shall be granted by the Association. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.
- (b) No dwelling or other structure of any kind shall be built, erected or maintained on any such easement, reservation of right of way, and such easements, reservations and rights of way shall, at all times, be open and accessible to public and quasi-public utility corporations, their employees and contractors.
- (c) No dwelling or other structure of any kind shall be built, erected, or maintained that encroaches into the Golf Course, and the Golf Course shall be open and accessible to its patrons, its employees, its contractors, and the public during its normal hours of operation.

**ARTICLE 5: OWNER'S OBLIGATION TO MAINTAIN.**

Each Owner shall, at his sole cost and expense, maintain his Lot, keeping the same in a condition comparable to the condition of the majority of other Lots and driveways in the Subdivision.

**ARTICLE 6: OWNERS OBLIGATION**

**SECTION 6.1. TO REBUILD.** If all or any part of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence to rebuild or repair and reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3)

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months after the damage occurs and shall be completed within ten (10) months after the damage occurs unless prevented by causes beyond the control of the owner(s).

**SECTION 6.2 RENTAL OR LEASE AGREEMENTS.** Any Owner who wishes to rent or lease their property shall be limited to a 30-day minimum term, not to exceed four times per year. Prior to permitting the occupancy of a person or persons renting or leasing the property, the Owner of the property or their agent must first submit a rental or lease agreement in writing to the Board of Directors a minimum of two (2) weeks prior to the intended occupancy date, providing the name of the person(s) who will rent or lease the property, a local telephone number providing 24-hour contact, the name of the contact individual, the number of occupants that will reside temporarily in the residence (no more than two persons per each bedroom), and the length of the rental or lease term. Temporary residents will be subject to and required to comply with all of the Association's regulations. Nothing in this section relieves the property Owners of their responsibility under the Association's governing documents.

**ARTICLE 7: EXTERIOR MAINTENANCE**

In the event an Owner of any Lot fails to maintain the premises and the improvements situated thereon in a manner consistent with maintenance requirements of the Association, after approval of two-thirds (2/3) vote of the Board of Directors, the Association may, through its agents and employees, enter onto said Lot to repair, maintain and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Owners whose lots abut a lake are responsible for maintaining the property to the water line of the lake.

**ARTICLE 8: USE RESTRICTIONS.**

The following use restrictions and those restrictions set forth in the Deed of Restrictions attached hereto as Exhibit "D" apply to the entire Subdivision and each individual Lot.

**SECTION 8.1.** Prior to receiving the Certificate of Occupancy for any residence constructed on a Lot, the entire Lot must be filled with suitable fill material to raise the Lot to an elevation (less the height of the proposed slab on grade) equal to the elevation required by the Flood Insurance Rate Map for finished floor elevations, or the minimum height required to properly install the septic tank and

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drainfield, whichever level is greater. Fill material shall be tapered or sloped along the perimeter boundaries of the Lot at a ratio as determined by the Architectural Review Board.

**SECTION 8.2.** Clothes hanging devices exterior to a residence shall not be permitted. No exterior radio, television or any electronic antennas or aerials shall be allowed, other than satellite dishes which are to be installed so as to be reasonably concealed from the public view.

**SECTION 8.3.** No business of any kind shall be conducted in any residence, except that this prohibition shall not preclude an Owner from maintaining an office within the Owner's residence.

**SECTION 8.4.** No activity that constitutes a nuisance shall be permitted on any Lot. The term "nuisance" means any act, condition or thing that substantially annoys, injures or endangers the comfort, health or safety of another Lot Owner(s) or interferes with a neighboring Lot Owner's right of use and quiet enjoyment of the neighboring Lot Owner's Lot to include: excessive barking of dogs, allowing any accumulation of garbage anywhere on a Lot that is not properly placed in the Lot Owner's garbage receptacles; allowing storage containers to collect water and become a host environment for mosquitoes; the playing of loud music; maintaining the Lot Owner's Lot in an unsanitary condition; failing to properly maintain a Lot Owner's pool or lanai area; storing items on a Lot Owner's lanai or patio other than outdoor furniture, barbeque grills, outdoor plants and other items commonly associated with outdoor dining and pool activities; or allowing any improvement on a Lot Owner's Lot to fall into a state of disrepair or decay; or allowing any odor to be emitted from the Lot Owner's Lot that produces an offensive or obnoxious odor.

**SECTION 8.5.** No sign of any kind shall be displayed to the public view on any Lot except a small decorative name sign, or a Board approved "For Sale" sign of not more than 1' by 1'. There can be one sign in front and one sign in back of the residence. Security signs are permitted. Political signs are not permitted.

**SECTION 8.6.** Nothing shall be done or kept on Common Areas which would increase the Association's rate of insurance relating thereto without the prior written consent of the Association, and no Owners shall permit anything to be done or kept on the Common Areas which would result in the cancellation of insurance or which would be in violation of any law.

**SECTION 8.7.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Areas. Owners are permitted to have commonly accepted household pets to include dogs, cats and birds. Owners are solely responsible for ensuring that their pets do not become a nuisance or pose any danger to the community or any Lot Owner. All dogs shall be leashed or secured

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by invisible fencing while outdoors on an Owner's Lot and kept under control. Pets shall not be permitted to roam freely on the Common Areas, which include roads within the Subdivision. When walking a dog in the Community, the Owner is required to keep the dog on a leash at all times. Any Owner whose pet defecates on any Common Areas or any Lot shall immediately clean up their pet's solid waste. Pets left on lanais, porches or garages shall not cause a nuisance to neighbors. Owners who rent their homes must ensure that the renters abide by the pet restrictions set forth in this Section 8.7. Any pet that demonstrates a tendency toward viciousness shall be subject to removal.

**SECTION 8.8.** All rubbish, trash, garbage, 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 Association's Architectural Review Board. 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.

**SECTION 8.9.** No perimeter fences or hedges shall be constructed on any Lot. Small fence enclosures are permitted provided the Owner first obtains approval from the Association's Architectural Review Board.

**SECTION 8.10.** No outbuildings, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be constructed or placed on any Lot.

**SECTION 8.11.** Nothing shall be altered in, constructed on, or removed from the Common Areas, except with the written consent of the Association.

**SECTION 8.12.** Personal pick up trucks shall be permitted to be parked in the Subdivision. The parking of boats, trailers, motor homes and campers in a driveway is permitted for short periods not in excess of seventy-two (72) consecutive hours and no more than six (6) calendar days per month. The parking of boats, trailers, motor homes and campers anyplace but a driveway is prohibited. Under extenuating circumstances a request may be submitted to the Association for approval for an extended stay of up to seven (7) consecutive days. Vehicles should not be parked in the street or grassed areas, which includes privately owned Lots or on the Common Areas. All commercial vehicles and vehicles displaying signs must be parked in the Owner's garage at night.

**SECTION 8.13.** The Board of Directors may adopt such other rules and regulations from time to time governing Lots and the use and enjoyment of the Common Areas as the Board in its sole discretion deems appropriate or necessary.

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**SECTIONS 8.14. RESIDENTIAL RECREATION/SPORTS FACILITIES.** All recreational facilities or improvements constructed or placed on a Lot, including any play or recreational structures such as swing sets, play houses, plastic play sets or any other kind of structure of a similar nature (collectively referred herein as "Recreational Facilities") must be maintained in good condition. The Lot Owner is responsible to keep all Recreational Facilities maintained in a good manner. If upon inspection by the Association it is determined that an Owner has not maintained the Recreational Facilities in good repair, the Association may require them to be removed. If a tenant wishes to erect Recreational Facilities, the tenant must have written permission from the Owner (not the Owner's agent) of the residence to have a recreational sport facility. No basketball backboards shall be attached to a dwelling. Portable basketball backboards are permitted.

**SECTION 8.15.** Underground electric power, cable television, satellite TV and telephone service tie-ins to any residence are at the Lot Owner's expense.

**ARTICLE 9: ARCHITECTURAL REVIEW BOARD**

All construction plans, exterior paint colors, landscaping plans, specifications, fittings, elevations, setbacks, pool enclosures, propane tank installations, and any improvement on a Lot shall be approved by the Association's Architectural Review Board ("ARB"). The ARB shall have the absolute right to approve or disapprove said plans for any reason, including aesthetic considerations.<sup>2</sup> Failure to disapprove plans within thirty (30) days from the date of the next regularly scheduled meeting of the ARB after the receipt of plans will constitute automatic approval.

**ARTICLE 10: GENERAL PROVISIONS.**

**SECTION 10.1. ENFORCEMENT.** The Board of Directors or any Owner have a right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board of Directors or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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<sup>2</sup> This right of the Architectural Review Board was contained in the declaration as originally recorded on September 25, 1990.

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**SECTION 10.2. SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions, which shall remain in full force and effect.

**SECTION 10.3. AMENDMENTS.** Unless specifically provided elsewhere in this Declaration, these covenants and restrictions of this Declaration may be amended with the approval of eighty percent (80%) of the members who are present and voting in person or by proxy at a duly called meeting of the members for which proper notice has been given and at which a quorum has been established. An amendment to this Declaration to provide for the sale of the Golf Course property may be adopted with the approval of at least seventy-five percent (75%) of the entire voting interests at the duly called meeting of the members voting in person or by limited proxy.

**SECTION 10.4. SUBORDINATION.** No breach of any of conditions herein contained or reentry by reason of such breach shall render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein, provided, however, that such conditions shall be binding upon any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**SECTION 10.5. DURATION.** All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration and (b) the Articles of Incorporation and By-Laws of the Association which will be the entity responsible for the operations and maintenance of the common property and by the Deed of Restrictions and shall insure to the benefit of and be enforceable by the Association or any member thereof for the period of time as set forth in the Deed of Restrictions and thereafter shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to by a vote of a majority of the then Owners of Lots in the Subdivision to change them in whole or in part.

**SECTION 10.6.** Undeveloped Lots will be maintained by a Board of Directors-approved company, and each Lot Owner(s) will be billed annually for the service. This bill will be included with the annual assessment bill. A lien may be placed against said Lot for nonpayment of this bill, together with attorney fees and costs. A Lot Owner may maintain their own Lot to the same standard of the Board of Directors-approved company by written notification to the Board of Directors.



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**SECTION 10.7. CONSTRUCTION AND LANDSCAPE MAINTENANCE HOURS AND RESTRICTIONS.**

- (a) Contractors shall not preform any work, including but not limited to construction, reconstruction, renovation/remodeling or landscape maintenance work on a lot and/or any improvements thereon except between the hours of 7:00 am and 6:00 pm Monday through Friday and between the hours of 7:00 am and 4:00 pm on Saturdays. No work shall be performed on Sundays or legal holidays.
- (b) The term “contractor” as used herein shall include but not be limited to all contractors, subcontractors, workers, suppliers, helpers, material men, vendors, service persons, landscape maintenance persons and any other persons performing work on a lot and/or improvements thereon.
- (c) The restrictions contained in this Section shall not apply in times of emergency or when the service person is on-site to perform repair work which includes plumbing, electrical, utilities or air conditioning.
- (d) The Board of Directors may impose and enforce additional rules and adopt additional procedures from time to time in furtherance of these restrictions. The Board of Directors may also temporarily suspend enforcement of these restrictions and/or modify them on a case by case basis, depending on the nature of the project or special circumstances, i.e. natural disaster, in order to avoid undue hardship, as the Board of Director in its sole and exclusive discretion shall determine. The granting of such an exception or exceptions shall not set a precedent that would require the Board of Directors to grant similar exception in the future, even under like circumstances.

**ARTICLE 11: EASEMENTS**

**SECTION 11.1.** There is hereby reserved a 6-foot wide easement on each side of each Lot for utility and/or drainage purposes over the tracts of land more particularly described in the Subdivision Plats referenced in the Recital Section and Section 4 of this Declaration. The easement rights reserved pursuant to this section do not require the Association to maintain these 6-foot wide easement areas or to install or maintain the drainage areas, water retention areas and courses, utilities or improvements that may be located on, in, or under such 6-foot wide utility/drainage easement or which may be served by them. Accordingly, the areas of such Lot and all improvements in the 6-foot wide utility/drainage easement areas, shall be maintained continuously by the Owner of the Lot, except for those

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improvements for which a public authority or utility company is responsible and except for storm drains that empty into the lakes for which the Association is responsible for maintaining.

There is also hereby reserved a 10-foot wide easement parallel and adjacent to the subdivision roads as defined in Article 1.13 reserved along the front of each Lot for utilities over the tracts of land more particularly described in the Subdivision Plats referenced in the Recital Section and Section 4 of this Declaration. To the extent that drainage facilities, including slough control areas, are located within such 10-foot wide utility easement areas or in the 60-foot wide subdivision road right-of-way in Section A and Section B and the 40-foot wide subdivision road right-a-way, the Association shall be responsible for maintaining these drainage facilities. However, those improvements for which a public authority or utility company is responsible shall remain the responsibility of such an entity.

Within easement areas reserved pursuant to this section, no structure, planting or other material/shall 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. A residential Lot Owner may plant shrubbery in easement areas subject, however, to limitation that the utility company and the Association, shall assume no risk therefore, in the conduct of its work in an easement area.

**ARTICLE 12: SURFACE WATER MANAGEMENT**

The Association is responsible for the maintenance of the Subdivision's surface water management permit and is the operating entity for the South Florida Water Management District's Permit No. 36-0045-S. Any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

**ARTICLE 13: CAPE ROYAL GOLF CLUB INGRESS AND EGRESS**

The lessee of the Golf Course, its guests, its patrons, its employees, its successors and assigns, and the public have a right of ingress and egress over and across the private roads of the Subdivision for the purposes of accessing the golf course during its normal hours of operation.

Further, the Golf Course lessees, its guests, its patrons, its employees, its successors and assigns, have a right to perform every act necessary and proper to the playing of golf on the Golf Course

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adjacent to the Lots which are subject to this Declaration. These acts shall include, but not be limited to, the recovery of golf balls from any area of such Lots, the flights of golf balls over and upon such Lots, the use of necessary and usual equipment upon such golf course (and golf course easement as herein set out), the usual and common noise level created by the play of the game of golf, together with all the other common and usual activity associated with the operation of the Golf Course.

All purchasers of Lots within the Subdivision 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 Regulation.

**EXHIBITS:**

Exhibit A	Legal Description
Exhibit A1	Legal Description- Golf Course
Exhibit B	Articles of Incorporation
Exhibit C	By-Laws
Exhibit D	Deed of Restrictions – Royal-Tee Country Club