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Prepared by and returned to:

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Naples, FL 34103

CERTIFICATE OF RECORDATION
AND
NOTICE OF PRESERVATION PURSUANT
TO SECTION 712.05(2)(B), FLORIDA STATUTES

THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
CYPRESS WOODS GOLF & COUNTRY CLUB

AMENDED AND RESTATED ARTICLES OF INCORPORATION
THIRD AMENDED AND RESTATED BYLAWS
OF
CYPRESS WOODS GOLF & COUNTRY CLUB
MASTER PROPERTY OWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached Amended and Restated Governing Documents were duly adopted by the Cypress Woods Golf & Country Club Master Property Owners Association, Inc. (the "Association") membership via the written consent process in June and July 2021. Said Amended and Restated Governing Documents were approved by the proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Woods Golf & Country Club is recorded at O.R. Book 2380, Page 0095 *et seq.*, of the Public Records of Collier County, Florida and was amended at O.R. Book 2431, Page 2067 *et seq.*, O.R. Book 3056, Page 3195 *et seq.*, O.R. Book 3059, Page 1730 *et seq.*, O.R. Book 3234, Page 3071 *et seq.*, (Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements), O.R. Book 3610, Page 2752 *et seq.*, O.R. Book 3633, Page 2903 *et seq.*, O.R. Book 3824, Page 1703 *et seq.*, O.R. Book 3888, Page 1107 *et seq.*, O.R. Book 3891, Page 1372 *et seq.*, O.R. Book 4141, Page 0508 *et seq.*, O.R. Book 4569, Page 1720 *et seq.*, (Second

Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements), O.R. Book 5500, Page 1300 *et seq.*, all of the public records of Collier County, Florida (hereafter referred to collectively as the "Declaration").

The legal description of the Property is identified in Exhibit A of the original Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Woods Golf & Country Club, recorded at O.R. Book 2380, Page 0095 et seq., and as further supplemented and amended within the above-referenced amendments, of the Public Records of Collier County, Florida.

The Third Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Woods Golf & Country Club is attached hereto. The Amended and Restated Articles of Incorporation of Cypress Woods Golf & Country Club Master Property Owners Association, Inc. is attached as Exhibit "1. The Third Amended and Restated Bylaws of Cypress Woods Golf & Country Club Master Property Owners Association, Inc. is attached as Exhibit "2."

This Certificate of Recordation is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants, Conditions, Restrictions and Easements, and is intended to preserve and protect the Declaration of Covenants, Conditions, Restrictions and Easements from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time.

(The remainder of this page is left blank.)

CYPRESS WOODS GOLF & COUNTRY CLUB MASTER PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Amund Janto, President

Attest: _____
Beverly Ricketts, Secretary

_____
Witness Signature

Sean Haynes
Printed Name

_____
Witness Signature

Kyle Angell
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August 2021 by Amund Janto, as President and Beverly Ricketts as Secretary of Cypress Woods Golf & Country Club Master Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Notary Public _____
Printed Name Kathleen A. Burt
My Commission Expires 7-20-2023

Notary Public State of Florida
Kathleen A Burt
My Commission GG 323554
Expires 07/20/2023

THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS WOODS GOLF & COUNTRY CLUB

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels, this Community was created by Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Woods Golf & Country Club, recorded in O.R. Book 2380, Page 0095, et seq., of the Public Records of Collier County, Florida, (the "Original Declaration") and subsequently amended, as follows, and recorded in the Public Records of Collier County, Florida:

Amendment to Original Declaration recorded at O.R. Book 2431, Page 2067 *et seq.*

Amendment to Original Declaration recorded at O.R. Book 3056, Page 3195 *et seq.*

Amendment to Original Declaration recorded at O.R. Book 3059, Page 1730, *et seq.*

Amended and Restated Declaration recorded at O.R. Book 3234, Page 3071, *et seq.*

Amendment to Amended and Restated Declaration recorded at O.R. Book 3610, Page 2752 *et seq.*

Amendment to Amended and Restated Declaration recorded at O.R. Book 3633, Page 2903, *et seq.*

Amendment to Amended and Restated Declaration recorded at O.R. Book 3824, Page 1703, *et seq.*

Amendment to Amended and Restated Declaration recorded at O.R. Book 3888, Page 1107, *et seq.*

Amendment to Amended and Restated Declaration recorded at O.R. Book 3891, Page 1372, *et seq.*

Amendment to Amended and Restated Declaration recorded at O.R. Book 4141, Page 0508, *et seq.*

Second Amended and Restated Declaration recorded at O.R. Book 4569, Page 1720 *et seq.*

Amendment to Second Amended and Restated Declaration recorded at O.R. Book 5500, Page 1300 *et seq.*

The Community is further described in Plat Book 24, Page 90 *et seq.*; of the Public Records of Collier County, Florida.

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon Persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

No additional land is being added to the Community by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Third Amended and Restated Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Parcel or any other ownership interest in the Community, or the lease, occupancy or use of any portion of a Parcel or the Community, constitutes an acceptance and ratification of all provisions of this Declaration and the Governing Documents, as amended from time to time, and an agreement to be bound by their terms. No recorded easements to or from third parties or other binding agreements are intended to be impaired by the recording of this Declaration.

The previous Second Amended and Restated Declaration is hereby amended and restated as follows:

1. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded Exhibits, or if not defined below unless the context clearly requires another meaning.

1.1 "Act", or "Homeowners' Association Act", or "HOA Act" means Chapter 720 Florida Statutes (2021), as it now exists or as it may be amended from time to time including the definitions therein contained.

1.2 "Annual Assessment" means the Assessment adopted annually by the Board, through the budget for the payment of Common Expenses, against all Owners on a 1/787th basis.

1.3 "Annual Membership" means the rights and privileges obtained by a non-Member who pays a fee annually, as established by the Board of Directors, which entitles the non-Member to certain use rights of the Golf Common Areas and/or Community Common Areas, including golfing privileges, as further defined in Sections 3.1 and 3.2 herein. Persons with Annual Memberships shall not be entitled to vote on Club affairs. Persons with Annual Memberships shall not be entitled to attend any Board, Members' or Committee meetings, unless invited by the Board. Additionally, a Committee chair may invite them to attend a Committee meeting, where appropriate.

1.4 "**Architectural Guidelines**" or "**Guidelines**" means standards and specifications promulgated by the Board relative to the external appearance of any Lot, Unit or other Improvement or other regulated item located on a Parcel, including, but not limited to, the location, size, type, or appearance. Any Guidelines adopted by the Board shall be considered the legal equivalent of Rules and Regulations.

1.5 "**Architectural Review Committee**" or "**ARC**" means the Board of Directors of the Club, or a Committee appointed by the Board of Directors of the Club, for the purposes set forth in Section 7 of this Declaration.

1.6 "**Articles**" means the Articles of Incorporation of the Club, a copy of which is attached hereto as **Exhibit "1"** and made a part hereof, as they may be amended from time to time.

1.7 "**Assessment**" or "**Assessments**" means a share of the funds required for the payment of the expenses of the Club which from time to time is assessed against the Units, including, without limitation, Annual Assessments and Special Assessments, as authorized by Section 10 of this Declaration.

1.8 "**Board**" **or** "**Board of Directors**" **or** "**Directors**" means the representative body which is responsible for the administration of the Club's affairs.

1.9 "**Bylaws**" means the Bylaws of Cypress Woods Golf & Country Club Master Property Owners Association, Inc., attached hereto as **Exhibit "2"** and made a part hereof, as they may be amended from time to time.

1.10 "**Charge**" or "**Service Assessment**" means any legal or equitable indebtedness or monetary obligation of an Owner to the Club, or other sums owed to or due to the Club from an Owner, or any cost or expense incurred by the Club on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Club. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.11 "**Club**" means Cypress Woods Golf & Country Club Master Property Owners Association, Inc., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida, and its successors and assigns.

1.12 "**Committee**" means a group of Board members, Owners, or Board members and/or Owners and/or other Persons appointed by the Board to make reports or recommendations to the Board, to take such actions as the resolution creating the Committee may dictate.

1.13 "**Common Areas**" means any and all real property and improvements thereon owned by, leased to, or dedicated to the Club for the use and benefit of its Members. Common Areas include "Community Common Areas" and "Golf Common Areas" as defined in Sections 3.1 and 3.2 below.

1.14 "Common Expenses" means the expenses incurred by the Club in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Club include the costs of operating the Club, the Surface Water Management System to the extent required, the costs of administration, maintenance, operation, repair and replacement of the Common Areas which are the responsibility of the Club, other expenses declared by the Governing Documents to be Common Expenses, and any other valid expenses or debts of the Club which are assessed against the Owners, including, but not limited to, the provision of access control services and personnel affiliated with same. The expenses of Communications Services are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include maintenance of property outside of the Community, and participating in governmental proceedings or otherwise contesting the development or use of property outside the Community, where the Board finds a nexus to the value of Parcels in the Community.

1.15 "Communication Services" means those services described in Section 202.11, Florida Statutes (2021), and for the purpose of this Declaration, shall be deemed to include, but not be limited to, bulk video, voice and internet services.

1.16 "Community" means all real property comprising Cypress Woods Golf & Country Club, and the improvements thereon, as provided in Exhibit "A" of the Original Declaration and as modified by amendment(s), supplement(s), all of which legal descriptions are hereby specifically incorporated by reference.

1.17 "Conservation Area" means the wetland preserve areas and the upland preserve areas within the community as described on any subdivision Plats for Cypress Woods.

1.18 "County" or **"the County"** means Collier County, Florida.

1.19 "Declaration" means this Third Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and all other terms and provisions contained in this document, as the same may be amended from time to time.

1.20 "Family" or **"Single Family"** means a.) one (1) natural Person, his/her spouse, if any, and their custodial children, if any, or b.) not more than two (2) natural Persons not meeting the requirement of Section 1.20(a.), above, but who customarily reside together as a single housekeeping unit, and the custodial children of said parties, if any. The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. A "Family member" is a Person who resides in a Unit as part of the Owner's Family, but is not a title holder.

Under no circumstances may more than one Family reside in a Unit at one time except when an Extended Stay Guest occupies the Unit with the Owner. When used in this Section "reside" shall mean occupancy for more than thirty (30) days during any calendar year. Nothing herein shall prevent an Owner from leasing a Parcel subject to the conditions and covenants contained in this Declaration.

1.21 "Governing Documents" means this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Club. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed in this Section 1.21.

1.22 "Guest" means any Person who is physically present in, or occupies a Unit on a temporary basis for not more than thirty (30) days in a calendar year, or who enters the Community at the invitation of the Owner or other legally permitted Occupant, without the payment of consideration. "Guest" does not include an "Extended Stay Guest."

(A) "Guest Occupancy Limit" refers to the total number of days (including overnights) in a calendar year in which a Guest may be a visitor or Occupant in the Community. No Guest may stay or reside in the Community for greater than thirty (30) days in a calendar year, whether the days are consecutive or at intervals. The thirty (30) day Guest Occupancy Limit applies to Guests who are relatives and/or non-relatives. The Guest Occupancy Limit does not apply to Extended Stay Guests (see Sections 1.22(B) and 5.21(B) below.)

(B) "Extended Stay Guest" means a mother, father, child (excluding a child 21 years of age or younger), sibling, caregiver, grandparent, and/or grandchild of an Owner who: (a) resides simultaneously in a Unit with the Owner for a period greater than thirty (30) consecutive days in a calendar year, (b) has been registered with the Club on the Club's designated form and approved by the Club at least ten (10) days in advance of the Extended Stay Guest's arrival (Extended Stay Guest status is not self-declared), and (c) may or may not be a record title Owner of such Unit. See also Section 5.21(B).

1.23 "Improvement" means any structural component built or constructed on a Lot or Unit, or placed on a Lot, including but not limited to houses, swimming pools, garages, spas, fences and recreational equipment which is affixed to the Lot.

1.24 "Institutional Mortgagee" means:

(A) a lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: A Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

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

1.25 "Invitee" means a Person or Persons expressly or impliedly allowed entry

into the Community for the purpose of conducting business with or providing services to a Parcel or a Parcel's Occupant, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Owner or Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.26 "Lands" means the land described in Exhibit "A" of the Original Declaration, as modified by amendment(s), supplement(s), all of which legal descriptions are hereby specifically incorporated by reference.

1.27 "Lease" or "Rent" when used in connection with a Unit, means the grant by the Owner of the Unit of a temporary right of use of the Unit for valuable consideration.

1.28 "Lien for Charges" means a lien, which is recorded to secure a Charge.

1.29 "Lot" or "Parcel" means one or more of the platted portions of land into which the Community has been subdivided, upon each of which a single Unit has been constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Unit constructed thereon."

1.30 "Material Alteration" or **"Substantial Addition"** means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a portion of the Common Areas from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

1.31 "Member" means any or all of those Persons who are entitled to membership in the Club as provided in this Declaration and the other Governing Documents, and includes Voting Members.

1.32 "Neighborhood Association" means a condominium association as defined in Section 718.103, Florida Statutes, or an incorporated homeowners association as defined in Section 720.301, Florida Statutes, as amended from time to time, or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods within the Community.

1.33 "Neighborhood Common Area" means that real property, including any improvements and fixtures thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its Members. If the Neighborhood is a condominium, the term includes the common elements of the condominium and any real property owned by the condominium association.

1.34 "Neighborhood Covenants" means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association.

1.35 "Occupant" when used in connection with a Unit, means a Person who is physically present in a Unit for two (2) or more consecutive days, including staying overnight for one (1) night.

1.36 "Occupy" when used in connection with a Unit means the act of being physically present in the Unit on two (2) or more consecutive days, including an overnight stay of at least one (1) night.

1.37 "Officer" means the executive Officers and Assistant Officers (if any) elected by the Board as provided in the Bylaws.

1.38 "Owner" means the record owner of legal title to any Lot, Unit, Tract or Parcel.

1.39 "Person" means any individual or representative of an entity, including Owners, Family members, Tenants, Guests, and Invitees. Whenever the word "Person" is used to require, prohibit, or prescribe certain conduct, the Owner of the Parcel with which such Person is affiliated shall be responsible for ensuring such Person's compliance with the Governing Documents.

1.40 "Plats" means all legal descriptions, site plans, surveys, and graphic depictions of record describing the Property. All Plats of record are incorporated by reference whether or not attached or separately described. The Plats may not reflect the actual configuration or use of the Property, as deviations from original as-built conditions or uses may have been made over time.

1.41 "**Policies and Procedures"** means the policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board. The Policies and Procedures which prescribe or proscribe conduct or regulate the use of Parcels or Common Areas in the Community shall be considered part of the Rules and Regulations, and thus part of the Governing Documents.

1.42 "Resident" means any Person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Unit, Extended Stay Guests.

1.43 "Rules and Regulations" or "Rules" means the administrative regulations governing use of the Common Areas and procedures for administering the Club, as adopted, and amended from time to time by resolution of the Board.

1.44 "SFWMD" means South Florida Water Management District.

1.45 "Special Assessment" means an Assessment levied by the Board for Common Expenses and not funded by the Annual Assessment.

1.46 "Special Membership" means the rights and privileges obtained by a non-Member who pays a fee, as established by the Board of Directors, which entitles the non-Member to certain use rights of the Community Common Areas, as further described in Section 3.1 herein, including tennis membership, social membership, and any other related benefits approved by the Board of Directors. Persons with Special Memberships shall not be entitled to vote on Club affairs. Persons with Special Memberships shall not be entitled to attend any Board Members' meetings, or Committee meetings, unless invited by the Board. Additionally, a Committee chair may invite them to attend a Committee meeting, where appropriate.

1.47 "Structure" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words, "or part thereof."

1.48 "Surface Water Management System" means the portions of the Community which comprise the water management system set forth in the respective permit including, but not limited to, berms, detention/retention areas, swales, culverts, weirs, outfall Structures and any other water control device or conveyance providing water quality treatment and stormwater attenuation as well as any Conservation Areas that are or may be required as a result of any modifications to the Surface Water Management System. The Surface Water Management System shall be operated and maintained by the Club. Additionally, if wetland mitigation or monitoring is required, the Club shall be responsible for successfully carrying out this obligation, including meeting all permit conditions associated with wetland mitigation, maintenance and monitoring.

1.49 "Tenant" means a Person occupying a Parcel, other than the Owner where said occupancy by the non-Owner involves consideration, including, but not limited to, the payment of money, the exchange of goods or services, or the provision of direct economic or indirect economic benefit, including tax benefits and the furtherance of business interests, including, but not limited to, use of a Parcel as an employee or customer rewards or incentive, or as a prize for a charity auction or similar event. The term "Tenant" shall be used interchangeably with "Lessee."

1.50 "Tract" means any and all platted portions of the Community, other than the Lots.

1.51 "Unit" means any residential Structure, including a Single Family detached or attached dwelling Unit or condominium Unit, located within the Community and intended for occupancy by one Family or household. If a Unit is a free-standing or attached Single Family home or villa located on a Lot, the use of the term "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot or Parcel on which it is located."

1.52 "Voting Group" means a group of Voting Members who are entitled to

vote in the election of one (1) or more Directors of the Club, as more particularly described in Section 12.5 of this Declaration.

1.53 "Voting Member" means a Member who has (a) full rights of use in the Golf Common Areas and Community Common Areas and facilities, including full golfing privileges, as further documented in Article 4 below, and (b) the right to vote on behalf of a Unit.

2. GENERAL DEVELOPMENT PLAN. The Community is a golf course residential community. The primary objective is the maintenance and ongoing operation of an 18 hole golf course and country Club, together with single and multiple family dwelling Units. In all events, however, the following general restrictions shall apply:

2.1 No Structure of more than three (3) stories shall be built or constructed upon the property;

2.2 No more than a total of seven hundred eighty-seven (787) Units shall be built within the Community.

2.3 With respect to membership in the Golf Course and Country Club, the Declaration may not be amended in a fashion that would result in a change of the current membership scheme whereby only the existing property Owners within Cypress Woods are equity owners of the Cypress Woods Golf & Country Club, pursuant to the original Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Woods Golf & Country Club, recorded at O.R. Book 2380, Page 95 of the Public Records of Collier County, Florida.

2.4 The provisions of this Declaration may be enforced by any Owner of property covered by the Declaration as well as the Club by injunction or other appropriate relief.

3. THE CLUB'S PURPOSES AND POWERS. The primary purposes of the Club are to hold title to, operate and maintain the Common Areas, including without limitation the golf course, clubhouse, recreation facilities, private roadways, Conservations Areas (including monitoring), the Surface Management System and retention areas, and decorative entrance ways located upon Community Common Areas within the Community; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Club is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Club shall operate, insure, maintain and repair all property and related improvements designated as Community Common Areas or Golf Common Areas. The Club shall also assume responsibility for maintenance and monitoring of on-site wetland preserve areas pursuant to any Environmental Resource Permit. The Governing Documents of the Club, having been recorded prior to the governing documents of all Neighborhoods, are legally superior to the Neighborhood Associations' governing documents and in the event of conflict, the Governing Documents of the Club shall prevail and supersede all

Neighborhood Covenants and restrictions.

3.1 Community Common Areas. The Club shall operate, maintain and, hold record title to the Community Common Areas. The Community Common Areas are all portions of the Community, not part of a Neighborhood, and not included in the Golf Common Areas. Community Common Areas include, but are not limited to, all swimming pools that are not part of a Lot or a Neighborhood Common Area, certain roads not within Neighborhood Common Areas, the Clubhouse (excluding the golf cart facility and pro shop), pools, tennis courts, if any, and related facilities, environmental habitat and preservation areas, surface water drainage and management systems, and entranceways. The Board of Directors may promulgate reasonable Rules and Regulations regarding use of the Community Common Areas consistent with the Governing Documents. Use of Community Common Areas shall be available to all Members and their Invitees, Guests, Family members and Tenants, subject to the Rules and Regulations, and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Community Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Units.

3.2 Golf Common Areas. The Club shall operate, maintain and hold record legal title to the Golf Common Areas. The Golf Common Areas are the golf course, pro shop, golf cart facilities, practice facilities and other facilities and property directly related to the golf course and designated as Golf Common Areas. The Board of Directors may promulgate reasonable Rules and Regulations regarding use of the Golf Common Areas consistent with the Governing Documents. Use of the Golf Common Areas shall be available to all Voting Members and certain other Persons, as further addressed in Section 4.2 herein, on a non-exclusive basis subject to the Rules and Regulations and the Governing Documents. The costs of operating, maintaining, repairing and insuring and protecting the Golf Common Areas and the facilities located thereon, or connected therewith, shall be assessed to the Members. The Club shall have, without limitation, the following powers:

(A) to exercise the rights more particularly described in Section 3.2 below.

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

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

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

3.3 Manager. The Club shall contract, employ and pay for the services of a General Manager to assist in managing its affairs and carrying out its responsibilities, and

may employ other personnel as the Club shall determine to be necessary or desirable.

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

3.5 Insurance. The Club at all times shall procure and maintain adequate policies of public and other insurance as it deems advisable or necessary and as required in Section 14 of the Declaration below. The Club additionally shall cause all persons with access to Club funds to be insured or bonded with adequate fidelity insurance or bonds.

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

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

3.8 Official Records. The official records of the Club shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members as may be required by the Act. The Club may adopt reasonable, written rules governing the frequency, time, location, notice and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Club shall maintain an adequate number of copies of the recorded Governing Documents to ensure their availability to Members and prospective members, and may Charge for reproducing and furnishing these documents to those Persons who are entitled to receive them, as permitted by the Act.

3.9 Treated Effluent. The Club may negotiate an agreement with any effluent supplier for the use of treated sewage or effluent within the Community for irrigation purposes of the Golf Course and throughout the Subdivision, including all Common Areas, Neighborhood Common Areas, Lots, Units, and condominium common element properties. All Owners, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida Department of Environmental Protection, or other such agency with jurisdiction. The cost of such treated effluent and all administrative, operational, maintenance and support costs related to it, are Community Common Expenses of the Club.

3.10 Acquisition or Transfer of Real Property. The Club shall have power to acquire real property and transfer real property owned by the Club or otherwise convey

real property with the approval of at least a majority of the Voting Members present (in person or by proxy) and voting at an Annual or Special Members' Meeting at which a quorum has been attained. No Owner approval is required to acquire, purchase, sell or mortgage a Parcel or Unit related to a assessment lien or foreclosure lien action. No Owner approval is required for the acquisition or disposition of real property necessary, as determined by the Board, to address legal description or survey errors, or boundary or ownership disputes or uncertainties. Leasing of Common Areas may be approved by the Board, as well as the Lease fees, use fees, and other fees. The Board has the authority to acquire personal property and to dispose of same, without need for membership approval.

4. CLUB MEMBERSHIP VOTING RIGHTS. Every Owner of record legal title to a Unit within the Community shall be a Member of the Club as further defined in Section 4.1 below. Those privileges are appurtenant to, and may not be separated from, ownership of a Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Declaration, and in the other Governing Documents of the Club.

4.1 Classes of Membership.

(A) Members. Members are defined in Section 1.31 herein and the rights and privileges of Members are documented throughout this Declaration and the other Governing Documents. Voting Members are defined as Members who have full rights of use in the Golf Common Areas and Community Common Areas and facilities, including full golfing privileges. There shall be only one designated Voting Member per Unit, who will also be afforded the right to vote on behalf of the Unit, as further administered and restricted in this Declaration and the other Governing Documents. The number of Voting Members equals the total number of Units, which is seven hundred and eighty-seven (787). Except for temporary delegations as provided in Section 4.4 below, the rights of the Member shall not be assignable and/or transferable by any method other than the sale, Lease or conveyance of record legal title to the Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Unit to which a membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his/her property. A Member's right to use the Golf Common Areas and Community Common Areas and shall be limited as set forth in this Declaration and the other Governing Documents. Any attempt to separate the membership from the interest in real property upon which it is based shall be null and void.

(B) Annual Membership. Annual Memberships are defined in Section 1.3 herein. Persons with Annual Memberships shall have the right and privilege to use and enjoy Golf Common Areas and Community Common Areas, subject to any restrictions promulgated by the Board of Directors. Persons with Annual Memberships shall not be entitled to any other benefits or privileges, such as voting. The Board shall have the right, but not the obligation, to authorize Annual Memberships for non-Members. To remain in good standing, Persons with Annual Memberships shall be obligated to timely pay all charges and dues in the amounts established by the Board of Directors. Annual Memberships shall be good for not more than one (1) year (i.e. twelve consecutive months) and may be terminated at the discretion of the Board of Directors, with or without cause.

(C) Special Membership. Special Memberships are defined in Section 1.46 herein. Persons with Special Memberships shall have the right to use Community Common Areas, subject to any restrictions promulgated by the Board of Directors. Persons with Special Memberships shall not be entitled to any other benefits or privileges, such as voting. The Board shall have the right, but not the obligation, to authorize Special Memberships for non-Members. To remain in good standing, Persons with Special Memberships shall be obligated to timely pay all charges and dues in the amounts established by the Board of Directors. Special Memberships shall be good for not more than one (1) year (i.e. twelve consecutive months) and with the exception of Special Memberships as part of a lease agreement may be terminated at the discretion of the Board of Directors, with or without cause.

4.2 Use of the Golf Course. Each Voting Member and his/her "Family," as that term is exclusively used in this Section 4.2, and as defined in Section 4.2(A) and (B) below, are entitled to full use rights in Golf Common Areas and Community Common Areas, as further defined within Section 3.1 and 3.2 herein, including golfing privileges, and as further defined and restricted within this Declaration and the other Governing Documents.

The decision as to which Persons qualify for use of the Golf Common Areas and Community Common Areas, including golfing privileges, pursuant to the classifications and qualifications further delineated in this Declaration, shall be a matter for the Board of Directors in their sole discretion.

If a Unit is owned by two or more Persons, or if the Unit is owned by an entity which is not a natural Person, such as a corporation, partnership, trust, limited liability company, etc., the subject Members shall be required to select and designate in writing one Voting Member for a given Unit. The Voting Member shall exercise all the rights and privileges described in this Section 4.2 and other Persons who otherwise qualify as a Member (as that term is defined in Section 1.31) shall not be afforded these same rights and privileges (exclusively for purposes of this Section 4.2) unless they are designated as a "Family Member," as defined exclusively for the purposes of this Section 4.2, which, in turn, makes them eligible to exercise these rights and privileges, as further described below.

(A) "Family Member," as that term is exclusively used in this Section 4.2, shall mean any of the following Persons:

(1) The spouse of a Voting Member; and

(2) The child or children of a Voting Member who is seventeen (17) years of age or younger and resides in the Unit.

(B) Additional Restrictions and Requirements. In the absence of any qualifying Person or Persons under Section 4.2(A)(1) and (2) above, a Voting Member may also designate a maximum of one (1) additional Person, who is twenty-two (22) years of age or older, and who resides in the Unit (hereinafter defined as the "Plus One"), who will also

be eligible to exercise the rights and privileges of a Family Member, as further defined in this Section 4.2. A Voting Member's Plus One designation cannot be changed for a minimum of twelve (12) consecutive months since the designation was originally or previously made, with the following exception. Any change of a Voting Member's Plus One designation within this twelve (12) month time period, referenced in the preceding sentence, shall require the payment of a fee to the Association, in an amount to be determined by the Board of Directors. The Board may require the execution of an affidavit to verify that a Plus One resides in a Unit. The Plus One must be a Person who does and plans to indefinitely and continuously reside together with the Voting Member as a single financially and socially interdependent housekeeping unit, with the intention of living within the bounds of a family.

The term "Family," as defined in Section 1.20 herein, shall apply to all other uses of said term within the Governing Documents (other than Section 4.2).

4.3 Club Rights and Easements. Members in good standing have the non-exclusive right to use the Common Areas subject to the provision contained in this Declaration and the following:

(A) the right of the Club, by and through its Board of Directors, to adopt the annual budget and to determine the Annual Assessments to be paid by Members;

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

(C) the right of the Club, by and through its Board of Directors, to suspend a Member's right to use Common Areas for the period during which any Assessment or Charge (imposed by either the Club or a Neighborhood Association) against the Member's Lot or Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Club's Rules and Regulations;

(D) the right of the Club, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

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

(F) the right of the Club, by and through its Board of Directors, to open the Common Areas, including the golf course, for use by non-Members of the Club or non-Owners;

(G) the right of the Club, by and through its Board of Directors, to borrow money subject to the restrictions contained in Section 4.1(E) of the Bylaws;

(H) the right of the Club, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas, including the Golf Common Areas and the Community Common Areas;

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

(J) the right of the Club, by and through its Board of Directors, to regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps;

(K) the provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Club, and all Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Club;

(L) the right of a Community Development District (CDD), if created, to exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes; and

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

4.4 Delegation of Use Rights in Common Areas. Guests accompanied or registered by a Member shall have the right to use the Common Areas, but only to the extent provided in this Declaration and Section 2.6 of the Bylaws, or in the Club's Rules and Regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Club for actions and debts to the Club of any Person to whom the Member has delegated his/her right to use the Common Area. The Member may not delegate the obligation to pay Club Assessments. Upon the Lease of a Unit to which a membership is appurtenant, the Lessor may retain the right to use the membership, in which case the Tenant shall have no such rights. If a Member delegates his/her privileges to a Tenant, residing in his/her Unit, the Member shall not be entitled to use of the facilities, except as a Guest of another Voting Member, during the period of the delegation.

4.5 Separation of Ownership. The ownership of a Lot and the ownership of a Unit constructed thereon, may not be separated or sold separately, nor may any Person who does not own record legal title to at least one Lot, Unit, Tract or Parcel hold full membership privileges in the Club.

4.6 Credit. The Club may implement a policy of not accepting cash payments, and may require that each Member, Person with an Annual Membership, Person with a Special Membership and Guest utilize an account with a nationally recognized credit card,

to which all purchases of goods and services from the clubhouse, pro shop, dining room and other facilities may be charged.

4.7 Minimum Purchase. The Club may implement a policy that requires each Voting Member to purchase at least a minimum amount of food or beverages from the Club, or be billed for the minimum amount, and said expense shall be considered a Service Assessment.

5. GENERAL COVENANTS AND USE RESTRICTIONS. The Community may only be used for those purposes provided in the Planned Unit Development (PUD).

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

5.2 Surface Water Management Systems, Lakes and Wet Retention Ponds. The Club shall be responsible for maintenance of all Surface Water Management Systems, ditches, canals, lakes and water retention ponds in the Community in accordance with the SFWMD Permit, a copy of which has been recorded at O.R. Book 3891, Page 1372, et seq., of the Public Records of Collier County, Florida. All such areas shall be Common Areas of the Community. Copies of the Permit and any future correspondence with the SFWMD shall be maintained by the Club's registered agent.

(A) No Structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner or Neighborhood Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters without the specific conditional approval of the ARC, and final approval by the Board of Directors.

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

(C) No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No Person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior

written conditional consent of the ARC, written approval of the SFWMD, and final approval by the Board of Directors. No Person other than the Club may draw water for irrigation or other purposes from any lake, pond or other water management area. No fishing, boating, swimming, or wading in such areas is allowed except as may be provided for in the Rules.

(D) All Surface Water Management Systems and Conservation Areas, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the Club. The Club may enter any Lot, Tract, Parcel or Neighborhood Common Area and make whatever alterations, improvements, or repairs that are deemed necessary to provide, maintain, or restore proper surface water management. The cost of same shall be an expense of the Club. No Person may remove native vegetation that may become established within the Conservation Areas. "Removal" includes dredging, application of herbicide, pulling and cutting.

(E) Nothing in this Section shall be construed to allow any Person to construct any new water management facility, or to alter any Surface Water Management Systems or Conservation Areas, without first obtaining Club permission and the necessary permits from all governmental agencies having jurisdiction, including SFWMD.

(F) The Club shall be responsible for assessing and collecting Fees for the operation, maintenance and if necessary, replacement of the Surface Water Management System.

(G) If wetland mitigation or monitoring is required by the Permit, it shall be the Club's responsibility to carry out this obligation successfully, including meeting all permit conditions associated with wetland mitigation, maintenance and monitoring.

(H) The SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Club to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or Conservation Areas under the responsibility or control of the Club.

Lots may contain or abut Conservation Areas, which are protected under the environmental resource permit. These areas may not be altered from their present conditions except in accordance with the restoration program included in the environmental resource permit, or to remove exotic or nuisance vegetation, including without limitation melaleuca, brazilian pepper, australian pine, japanese climbing fern, cattails, primrose willow and grape vine. The Club shall be responsible for the installation and perpetual maintenance of signage required by the environmental resource permit issued by SFWMD, which maintenance will be maintained to the greatest degree lawful by the club.

5.3 Conservation Areas. The Club shall be responsible for the maintenance and regulatory compliance of all Conservation Areas placed under the Club's jurisdiction, regardless of where located, in accordance with rules, regulations and permitting requirements set forth by the County and other permitting agencies, including the SFWMD.

No Person shall undertake or perform any activity in Conservation Areas described in the approved permits and Plats of the Community, or remove native vegetation that is required or becomes established within the Conservation Areas. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other Structure. "Removal of native vegetation" includes dredging, application of herbicides, pulling, and cutting.

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

5.5 Lawns, Landscaping; Irrigation Systems. Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by Structures, walkways or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn, except that gravel or small stones may be used between Units where existing grass does not thrive due to lack of sun exposure or excessive moisture collection. Certain areas as determined by the PUD shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the Structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Lawns must be regularly cut and mulched areas regularly re-mulched. The main irrigation line shall be the responsibility of the Club. The components of the irrigation system serving each individual Neighborhood Common Area, including but not limited to the tap into the main line, timers, switching devices and heads shall be the responsibility of the Neighborhood Association or the Lot Owner. Each Owner of a Lot shall be required to tap into the Club's irrigation system, and the cost of such tap will be at the expense of the Lot Owner. The Club shall have the right, at its sole discretion to adopt a schedule of irrigation times and duration of irrigation, subject to intervention by the SFWMD. The Club may also be responsible for irrigation of certain highway medians not owned by it, and the cost shall be a Community Common Expense.

5.6 Maintenance of the Premises. Except for Conservation Areas and other areas designated by the PUD to remain in a natural state, no high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Neighborhood Common Area, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot or Neighborhood Common Area. If an Owner or Neighborhood Association permits such weeds, high grass, underbrush or other unsightly

growths and fails to correct same after five (5) days notice by the Club, the Club shall have the right to enter upon the premises and make such corrections and shall Charge the Owner or Neighborhood Association for the cost of the corrections. Said Charge, until paid, shall be a lien against the offending Lot or Neighborhood Common Area. All lawns, landscaping and sprinkler systems and all Structures, improvements and appurtenances shall at all times be kept in safe and attractive condition, and all Structures shall be maintained in a finished, painted and attractive condition

5.7 Trash/Garbage. In order to preserve the beauty of the Community; Within Cypress Trace and all Club property, all containers, dumpsters or other trash/garbage collection receptacles, shall be screened from view, kept in clean condition and without noxious or offensive odors emanating. Within all other Communities, all garbage, trash, refuse or rubbish shall be deposited, dumped or kept in closed containers within the Unit's garage and placed curbside for collection as required on the evening before the scheduled pickup. Containers should be returned to the Owners garage as soon as possible after pickup, but not later than 8:00 p.m.

5.8 Walls, Fences, Hedges, etc. No wall, fence, hedge, or other divider shall be constructed or maintained at a height of more than six (6) feet above the ground level of any adjoining Lot or Neighborhood Common Area. No wall, fence, or a hedge shall be constructed on any Lot or Neighborhood Common Area unless its height, length, type, design, composition, material and location shall have been first approved in writing by the ARC. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the Club's Board of Directors, whose decision shall be final. Approval may not be given for the construction of any wall, fence or hedge which materially interferes with the water view or golf course view of any Lot or Unit.

5.9 Driveways and Parking Areas. Driveways and parking areas must be paved or repaved with concrete, paver blocks, or another hard surface approved by the ARC. Maintenance and repair of all driveways, parking and other paved parking facilities (except driveways serving only one Single Family home) shall be the responsibility of the Club (if located in the Common Areas) or the responsibility of the Neighborhood Association (if located in a Neighborhood Common Area). Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

5.10 Color. No exterior colors on any Structure shall be permitted that, in the judgment of the ARC would be inharmonious, discordant or incongruous with the Community or a particular Neighborhood. Color and design of Structures must be approved by the ARC.

5.11 Underground Utilities. No lines or wires for communication or the transmission of current shall be constructed or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or

maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

5.12 Water Supply; Wells; Water Rights. Each Unit may be equipped with dual water lines, one of which may be designated to utilize non-potable water. If the Units are equipped with dual water lines, then all underground irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner may be required to connect the water lines on his/her Lot to the line of the utility provider(s) providing service to Cypress Woods Golf and Country Club.

5.13 Temporary Factory-Built or Existing Structures; Antennae; Flags. No Structure of any kind of what is commonly known as "factory-built," modular," or "mobile home" type construction shall be erected. No tent, trailer or temporary Structure shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the ARC.

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or telephone broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any Improvement thereon, unless expressly approved in writing by the ARC, or the Board of Directors, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1966, as amended from time to time. The Club shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Club may adopt and enforce reasonable Rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Residence and surrounding landscape to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land use and building regulations.

As to any Lot in a Neighborhood that is a homeowners' association governed by the Act, one portable, removable United States flag or official flag of the State of Florida may be displayed in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than $4^1/_2$ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard, or a POW-MIA flag. A freestanding flagpole no more than 20 feet high may be erected on any portion of the homeowner's real property if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. One official United States Flag not larger than $4^1/_2$ feet by 6 feet may be displayed from that flagpole. In addition, one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, Space Force or Coast Guard, or a POW-MIA flag may also be displayed from that flagpole. Such additional flag must be equal in size to or smaller than the United States flag.

As to any Lot in a Neighborhood that is a condominium association governed by Chapter 718, Florida Statutes, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than $4^1/_2$ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard, and POW-MIA.

An approved flagpole shall not be used to mount an antenna. This provision is intended to protect Residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by the operation of HAM radios, BC base stations or other high-powered broadcasting equipment.

5.14 Outdoor Equipment. Oil tanks, bottled gas tanks, swimming pool and spa equipment and housing sprinkler pumps and other such outdoor equipment must be underground or placed in areas not readily visible from adjacent streets or the golf course, or adequate landscaping must be used as screening around these facilities and maintained by the Owner or Neighborhood Association. Oil tanks and propane tanks must be compliant with local, State and Federal regulations and codes.

5.15 Clothes Drying Area. No outdoor clothes drying area shall be allowed.

5.16 Lighting. All exterior lighting of Structures or lighting of landscaping shall be accomplished in accordance with plans approved in writing by the ARC or the Board of Directors.

(A) No spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the Improvements thereon, or upon any Common Areas or any part thereof, without the written approval of the Club Board of Directors.

(B) Other types of low intensity lighting, which do not unreasonably disturb other Owners or Occupants of the Community may be allowed upon written approval of the ARC or the Board of Directors.

(C) Holiday decorations are to be low intensity lighting and will not unreasonably disturb other Owners or Occupants of the Community. Such holiday decorations shall be allowed only for a period of 21 days before and 7 days after the holiday date and holiday lighting may only remain on during the hours of Dusk to Midnight.

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

5.18 Signs. No sign or billboard of any kind may be displayed to the public view from any Lot or Unit except as follows:

(A) directional and informational signs and signs required by law;

(B) one professional sign by an Owner or an Owner's real estate agent advertising the Unit for sale; the sign must be removed promptly after the sale of the Unit; and subject to additional restrictions contained in the Rules;

(C) small address and family nameplates as approved in accordance with Section 7;

(D) no other signs are permitted;

(E) please note that this Section 5.18 does not regulate stickers attached to vehicles (e.g. bumper stickers), as restrictions on vehicle stickers are addressed in Section 5.19, below.

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

(A) Owners are limited as to the number of vehicles they may bring or keep in the Community (except when additional vehicles are brought upon the property temporarily by authorized Guests). Any and all vehicles belonging to Owners, Tenants, and Extended Stay Guest must be included when counting the maximum number of vehicles permitted per Lot or Unit. All Units which have a two car garage may have no more than four (4) vehicles, only two of which may be parked overnight outside of the garage. All Units with a one car garage may have no more than two (2) vehicles, only one of which may be parked overnight outside of the garage.

(B) No commercial vehicles of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business. The term "Commercial Vehicle," as restricted under this subsection, is defined as meaning all vehicles of every kind whatsoever which, from the viewing of the exterior of the vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, or otherwise indicates a commercial use.

(C) No boat, trailer, semi-tractor trailers, or house trailer of any kind, camper, mobile home, motor home, bus, truck (subject to the permitted exceptions referenced in Subsection (F) below), motorcycle, or inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Community unless it is kept fully enclosed inside a garage. For purposes of this paragraph only, an open carport shall not be deemed a garage, except for a motorcycle, when the Owner has a dedicated, and/or, deeded, open carport. House trailers, semi-tractor trailers, campers, buses, motor homes, mobile homes, truck campers, and the like are permitted to be parked in the Community for loading and unloading purposes only, and then for a maximum of four (4) hours. Parking for longer periods of time may be permitted, only with the prior written approval of the Club General Manager or the Board of Directors. No overnight parking of such vehicles shall be permitted.

(D) No motor vehicle of any type shall be parked anywhere other than

on paved areas, driveways, or other areas designated for that purpose, or in garages. Overnight parking on roadways, and all parking on lawns or landscaped areas is, prohibited.

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

(F) Passenger automobiles, vans and light pick-up trucks and sports utility vehicles (SUV's) with single rear wheels of no more than one (1) ton designation, in a presentable condition, and is of a size which will fit within an enclosed garage, whether or not the vehicle is required to be parked in a garage, shall be permitted. The term "vans and light pick-up trucks" is defined to mean vehicles with no more than one (1) ton, rear single wheels or less rated weight carrying capacity.

(G) Any vehicles parked in violation of this Section 5.19 or in violation of any Rule or Regulation promulgated by the Board, shall be subject to being towed away at the Owner's expense.

(H) No vehicles shall be parked overnight in the Clubhouse, aqua driving range, or maintenance building parking lots without the express written approval of the Club.

(I) All garage doors shall remain closed when not in use.

5.20 Units; Residential Use. Each Unit shall be used as a Single Family residence and for no other purpose except when an Extended Stay Guest occupies the Unit with the Owner. No business or commercial activity shall be conducted in or from any Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in his/her Unit, or from handling personal, business or professional telephone calls, written correspondence and internet service activity in and from his/her Unit. Such uses are expressly declared customarily incidental to residential use.

5.21 Guests and Extended Stay Guests

(A) Guest Occupancy. A "Guest" is defined in Section 1.22 above. There are various types of Guest uses, which are regulated as follows:

(1) Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against this type of Guest usage, provided that same does not create a nuisance or annoyance to other Residents, nor prevent their peaceful enjoyment of the premises. The Club may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight Guests need not be registered

with the Club. Non-overnight Guests shall be entitled to use the Common Areas only when accompanied by the Lot Unit Owner or Tenant (or an adult, Resident member of the Unit Owner's or Tenant's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight Guest usage of Common Areas, including but not limited to the maximum numbers of Guests who may use common facilities.

(2) Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence. Requirements for registration of overnight Guests with the Club shall be as stated in the Rules. Overnight Guests must comply with vehicle guest pass requirements. Extended Stay Guests must be registered with and approved by the Club in advance. The Club may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses.

(3) Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Unit. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Common Areas, such as recreational facilities (including but not limited to the pool and parking areas).

(4) Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Community.

(a) Non-Related Overnight Guests in the absence of the Unit Owner will be limited to two (2) occupancies, 30 days maximum per occupancy, per calendar year. Ten (10) days prior notice to the Club is required. Requirements for registration of non-related overnight Guests with the Club shall be as stated in the Rules.

(b) Related Overnight Guests may Occupy a Unit in the absence of the Unit Owner. For the purpose of this provision, "related" means all Persons who are staying in the Unit on an overnight basis, in the absence of the Unit Owner, are related to the Unit Owner (by blood, marriage, domestic partnership or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. Ten (10) days prior notice to the Club is required. Requirements for registration of related overnight Guests with the Club shall be as stated in the Rules.

(B) Extended Stay Guest. Notwithstanding Section 5.21(A)(1) and (2), an Extended Stay Guest means a mother, father, child (excluding a child 21 years of age or younger), sibling, caregiver, grandparent, and/or grandchild of an Owner who (a) resides

simultaneously in a Unit with the Owner for a period greater than thirty (30) consecutive days in a calendar year, (b) has been registered with the Club on the Club's designated form and approved by the Club at least ten (10) days in advance of the Extended Stay Guest's arrival (Extended Stay Guest status is not self-declared), and (c) may or may not be a record title owner of such Unit.

(1) An Extended Stay Guest must check in at the clubhouse administrative office upon arrival. The Extended Stay Guest (a) must comply with all Rules, restrictions, regulations, and Policies and Procedures of the Club and (b) is required to have a Club parking permit displayed on any vehicle at all times when parked in the Community. Owners are responsible for their Extended Stay Guests. No later than three (3) days following an Extended Stay Guest's moving out, the Owner must notify the Club in writing of the date the Extended Stay Guest vacated the Unit.

(2) Every Owner must renew or re-register each Extended Stay Guest on each June 1st that the Extended Stay Guest(s) occupies the Owner's Unit beginning with the June 1st that is six (6) months or greater after the initial registration (e.g., if an Extended Stay Guest is initially registered on December 1, 2021, he/she shall be re-registered on June 1, 2022).

(3) An Extended Stay Guest may not:

(a) vote,

(b) maintain any pet in the Unit or in the Community,

(c) use or share the Owner's Club membership,

(d) use the Owner's membership card for access to the amenities, charging expenses, or utilizing the Owner's food minimum account,

(e) participate in Member-only activities/events unless as a permitted Guest,

(f) maintain a vehicle at the Owner's Unit for greater than thirty (30) days in a calendar year if the total number of vehicles associated with the Owner's Unit (including that of the Extended Stay Guest) exceeds the restrictions contained within Section 5.19(A),

(g) have his/her own Guests, and/or

(h) cause the total number of Occupants to exceed six (6) in a condominium Unit or ten (10) in a Single Family detached home.

(4) An Extended Stay Guest may:

(a) use the Club amenities only if and when accompanied by the Owner,

(b) play golf as a Guest, as applicable, and

(c) use the Club dining facilities as a Guest.

An Owner may have greater than one (1) Extended Stay Guest at one time (for example, a daughter and a granddaughter) provided all other conditions have been satisfied and all Extended Stay Guests are disclosed to the Club.

Renters and non-record title holders may not host an Extended Stay Guest.

The determination as to who qualifies as an Extended Stay Guest shall be subject to the discretion of the Board of Directors.

(C) Additional Board Authority. The Board may promulgate such Rules, Policies and Procedures, and procedures as are necessary to implement this Section. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as Guest occupancies, the Club may require proposed Guests to submit proof of familial relationship, an affidavit as to absence of payment for the right to Occupy the premises, or other proof that the provisions of Section 5.21 are not being violated.

5.22 Pets and Animals. Owners may have not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish may be kept in a Unit, subject to other reasonable regulation by the Club or Neighborhood Association. Exotic animals, including but not limited to, snakes, primates, spiders and lizards may not be kept. All animals shall be leashed (if outdoors), or kept within the Unit and shall not be permitted to roam free. The Club may restrict the walking of pets to certain areas. Pets are not permitted on the golf course at any time. **Tenants of Owners may not have pets.** Owners who walk their pets on Club or Neighborhood Common Areas must clean up after their pets. Any Owner, Tenant, Resident, Guest or Invitee who fails or refuses to comply with this provision shall be subject to enforcement action by the Club, including fines. Commercial activities involving pets, including without limitation, boarding, breeding, grooming, or training are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais.

5.23 Nuisances. No portion of the Community shall be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Community, nor which becomes a source of annoyance to the Residents, which will increase insurance rates, or which will negatively affect the value of

Parcels. All property shall be kept in a neat and orderly manner. The Parcels shall be used in accordance with all federal, state, and local laws and ordinances.

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

5.25 Compliance with Law. No use may be made of any Parcel that violates any federal, state or local laws, zoning, ordinances or regulations.

5.26 Obstruction. No Owners or Occupant may cause or allow any obstruction of a road or other common ways of ingress or egress within the Common Areas, nor shall anything be allowed to remain in Common Areas or on the Parcels which would be unsightly or hazardous.

5.27 Rubbish. No Owner or Occupant may allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage cans) provided therefore. Each Lot, Parcel and the Common Areas shall be kept in a clean and sanitary condition.

5.28 Digging. No lakes, ponds, swales, canals or ditches may be dug on any Parcel without the written consent of the ARC and the Board.

5.29 Abusive Behavior. Members and other Residents shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Members, Residents, Guests, Occupants, Invitees, or directed at management, its agents, its employees, or vendors.

5.30 Rules and Regulation. Owners, their Family, Invitees, Guests and Tenants shall abide by Rules and Regulations promulgated from time to time by the Board or Committees established by the Board provided, however, that copies of such regulations are available to each Member prior to the time said regulations become effective.

5.31 Lakes. No dock, boathouse or Improvement shall be constructed on any portion of a Parcel where a Parcel abuts a lake, pond, or water retention area. No swimming, fishing or boating is allowed in lakes, ponds, or other water retention areas except as provided for in the Rules.

5.32 Modifications, Alterations of Common Areas or Neighborhood Common Areas. No Owner or Neighborhood Association may make or permit the making of any modifications or alterations to any portion of the Common Areas or the Neighborhood Common Areas, or in any manner change the appearance of any portion of the Common Areas or the Neighborhood Common Areas, without first obtaining the written consent of the Board, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be

detrimental to, the Community in part or whole. This restriction/requirement includes, but is not necessarily limited to, the installation of commemorative plaques, trees, etc. to honor members who have passed away.

5.33 Enforcement. In the event the Club is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for himself/herself or his/her Family, Guests, Invitees or Tenants) shall be liable to the Club for costs incurred in the enforcement action, including reasonable attorneys' fees and costs, whether incurred before the filing of suit, after filing, and in connection with trial or appellate proceeding or otherwise.

6. LEASING. All Leases must be in writing. Should an Owner wish to Lease his/her Unit, he shall furnish the Club with a copy of the proposed Lease, the name of the proposed Tenant, the names of all proposed Residents, and such other information as the Club may reasonably require. Any Person occupying the Unit as a Resident after initial approval shall be subject to a separate application and approval process. The Club shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed Lease or proposed Tenants or Resident. The Club shall give the Owner written notice of its decision within said period. No individual rooms may be rented and no transient Tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. No Unit may be leased or rented for a period of less than one calendar month or thirty (30) consecutive days. Neighborhood Covenants may establish stricter standards for particular Neighborhoods. Leases may be extended or renewed, subject to Board approval. All Leases shall be limited to six (6) Persons per Unit for condominiums and ten (10) Persons per single-family home. No Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including, but not limited to, television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Parcel may be leased for anything less than the minimum period one calendar month or thirty (30) consecutive days.

6.1 Board Right of Approval. The Board shall have the authority to approve or disapprove all Leases and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. No Person may Occupy a Parcel as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Parcel as a condition for approval. The Board may, but shall not be obligated or have the duty to, conduct criminal background investigation in connection with proposed Leases.

6.2 Tenant Conduct; Remedies. All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Club. Uniform Leases, addenda and all other Leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the Governing Documents. The uniform Lease or addendum and other Leases shall further provide, or be deemed to provide, that any violation of the Governing

Documents shall constitute a material breach of the Lease and subject the Tenant to termination of the Lease and/or eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, Resident, other Occupant, Guest or Invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Club as to the Tenant. The Owner shall have the duty to bring his/her Tenant's conduct (and that of the other Residents, Occupants, Guests or Invitees) 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 the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Club, or in other circumstances as may be determined by the Board, the Club shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to terminate a Lease and/or institute an action for eviction against the Tenant in the name of the Club in its own right, or as agent of the Owner. The Club shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform Lease or Lease addendum will provide, and all Leases will be deemed to provide, that the Club shall have the authority to direct that all rental income related to the Parcel be paid to the Club until all past due and current obligations of the Club have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

6.3 Security Deposit. The Board shall have the authority, as a condition of granting approval to a Lease or renewal or extension thereof, to require that a prospective Tenant or Owner place a security deposit in an amount not to exceed the equivalent of one (1) month's rent into an escrow account maintained by the Club to protect against damage to the Common Areas or Club Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2021), as amended from time to time.

6.4 Approval Process; Disapproval. Any Owner intending to lease his/her Parcel shall submit a copy of the proposed Lease, a factually accurate application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Club and an interview (if requested by the Board), the Club shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days

in advance of the expiration of the Lease agreement. If the Club disapproves a proposed Lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed, or extended. The Club shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:

(A) The Person seeking approval (which shall hereinafter include all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

(1) a capital, first or second degree felony involving violence to Persons within the past ten (10) years; or

(2) a first or second degree felony involving illegal drugs within the past ten (10) years; or

(3) any drug offence involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

(4) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

(B) The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

(C) The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

(D) The application for approval on its face, facts discovered in connection with the Club's investigation, or the conduct of the applicant, indicate that the Person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Club as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

(E) The Person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in other housing facilities or associations, or by his/her conduct in this Community as a Tenant, Resident, Occupant or Guest;

(F) The Owner or Person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process; or

(G) All Assessments, fines and other Charges and monetary obligations against the Parcel and/or Owner have not been paid in full.

6.5 Liability. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he may have leased or rented his/her interest in the Parcel as provided herein.

6.6 Club Fee. The Owner or Tenant seeking approval of a Lease of a Parcel shall pay a transfer fee for each applicant in an amount determined by the Board.

7. ARCHITECTURAL AND AESTHETIC CONTROL.

The ARC shall consist of at least three (3) Members of the Club appointed by the Board. The Board may act as the ARC and in the absence of the Board's appointment of an ARC, the Board shall be the ARC. The majority of the ARC shall constitute a quorum to transact business at any meeting. The Board in its sole and absolute discretion may remove members of the ARC at any time, with or without cause.

7.1 Purpose. The ARC shall regulate the external design, construction, materials, appearance, use, location, and maintenance of the Parcels and any Structures or Improvements thereon, or work done thereto, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among Structures and the scheme of vegetation and topography.

7.2 Conditions. No work which in any way adds to, removes, or alters the exterior appearance of any Lot, Unit, Structure or Improvement, or which causes the Parcel to be different in appearance than its natural or improved state existing on the date such Parcel was first constructed and improved and conveyed to an Owner, shall be done without the prior written approval of the ARC. Without limitation, no building, fence, enclosure or visibility shield, wall, landscaping, planting, swimming pool, mailbox, boat piling, boat dock, lot lighting, tennis or other sports court, screen enclosures, deck, porch, awning, shutter or other exterior hurricane protection, spa/hot tub/jacuzzi, garage, residence, or other Structure or Improvement of any kind shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the ARC. Exterior painting shall require ARC approval except when the area being painted is being repainted in the exact same color of which it was previously painted.

7.3 Powers and Duties of the ARC. The ARC shall have the following powers and duties:

(A) To recommend from time to time to the Board of Directors of the Club modifications or amendments to the Guidelines, which shall be part of the Rules and Regulations. Such modifications shall not be effective until adopted by the Board.

(B) To require submission to the ARC of two (2) complete sets of all plans and specifications for any work. The ARC may also require submission of samples of building materials proposed for use or any other additional information as reasonably necessary, such as a report issued by a licensed engineer or other licensed professional, for the ARC to completely evaluate the proposed work in accordance with the Declaration and the Rules.

(C) To adopt a reasonable schedule of fees to be paid for by the submitter for processing requests and for reviewing subsequent compliance inspections by the ARC for approval of improvements. Such fees, if any, shall be payable to the Club at the time the plans and specifications are submitted to the ARC for approval. The ARC or other designee of the Club shall have the right to inspect construction work that has been performed

(D) Approval or disapproval by the ARC shall only be evidenced by a written instrument executed by at least one (1) member of the ARC, provided, however, that should the ARC fail to act upon any submission within forty-five (45) days from the receipt thereof by the Board, such inaction shall be deemed denial of the submission. Any disapproval of the ARC, whether by inaction or affirmative denial may be appealed to the Board, and the Board shall have the obligation to review such appeal within a reasonable time.

(E) The ARC shall not be held responsible for approving plans that may be inconsistent with local, state, or federal regulations. Any inconsistencies or discrepancies with local, state or federal permits are the responsibility of the Lot Owner and home builder. As a condition of the ARC's review of plans, every Parcel Owner grants members of the ARC and the Board, or other designees of the Club, the right to enter upon the Owner's Lot for the purpose of inspecting for compliance with approvals that have been given, although there shall be no duty to inspect by the Club. The Owner is responsible to make his/her contractor and all other parties aware of the Club's architectural review process.

(F) All ARC submissions for approval must be submitted and approved by the respective Neighborhood Association prior to being submitted to the ARC for consideration.

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

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

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

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

8.2 Communication Services. The Club hereby reserves for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owner and that committed or authorized Guests, Invitees, Tenants and Family members, Communication Services (hereinafter the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Club shall have and hereby reserves to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the Communication Services (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Club, its successors, designees and assigns) together with a perpetual and exclusive right and privilege or:

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

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

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

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

8.3 Contracts with Service Providers. The Club shall have the right to enter into Contracts for the exclusive provision of the System, as the Club shall deem, in its sole discretion, to be in the best interest of the Community. The Club may receive valuable consideration for the grant of the exclusive right to provide Communication Services. As used herein, the term "contractual designee" means the service provider with which the Club contracts for the furnishing of Communication Services. Any such contract for cable television or other similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of a Unit by a hearing impaired or legally blind Unit Owner who does not Occupy the Unit with a non-hearing impaired or sighted person, said Owner may refuse or discontinue the service without incurring disconnect fees, penalties, or

subsequent service Charges, and as to such Units, the Owners shall not be required to pay any Charge related to such services.

8.4 Collection of "System" Assessments. Every Lot or Unit to which the service System is available for any contractual designee(s) shall be subject to a System Service Assessment, payable per Lot or Unit for System services, including, without limitation, cable television services. The Club shall bill the appropriate System Service Assessment to each Lot or Unit along with other Assessments for Common Expenses, which may be due and payable at the same time, and shall collect same and remit payment to the contractual designee(s) providing the System services.

8.5 Easement for Playing Golf. Non-specific, non-exclusive easements are hereby created for the benefit of users of the golf course over all Lots, Units, Neighborhood Common Areas, and Common Areas adjacent to the golf course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Units or Common Areas, the landing of errant golf balls upon the Lots, Units or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the golf course (and this golf course easement over as herein set out), the usual and common noise and other disturbances created by maintenance of the course and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course.

8.6 Waiver and Disclaimer Regarding Golf Course. Each Owner of a Lot or Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is hereby deemed to acknowledge and accept the following inherent risks associated with the golf course:

(A) maintenance on the golf course may begin before sunrise and extend into the evening beyond sunset,

(B) during certain periods of the year, the golf course will be heavily fertilized,

(C) the maintenance of the golf course may require the use of chemicals and pesticides,

(D) the golf course may be watered with reclaimed water, and

(E) golf balls are not easily controlled and accordingly may enter Owners' airspace, strike Owner, Owner's Guests and Invitees, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage.

The Club and its Members (in their capacity as Members), and any agents, servants, employees, Directors, Officers, affiliates, representative, receivers, subsidiaries, predecessors,

successors and assigns of any such party ("Released Parties"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the lot Owner's use or enjoyment of the Lot; (b) improper design of the golf course; (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course); or (d) trespass by any golfer on the Lot, that may result in property damage or personal injury from golf balls (regardless of number) hit, or from the exercise by any golfer of the easements granted herein.

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

8.7 Conservation Easements. The Club reserves the right to grant, create and establish a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2021), for the SFWMD and the U.S. Army Corps of Engineers permit, over the Conservation Areas which shall run with the land and be binding upon the, Club, it's heirs, successors, and assigns and remain in full force and effect forever. If granted, created or established, the scope, nature and character of this conservation easement shall be as follows:

(A) it is the purpose of this conservation easement to insure that the Conservation Areas predominately remain in their natural scenic open or wooded condition, while retaining such areas as suitable for habitat for fish, plants, or wildlife. To carry out this purpose, the following rights are conveyed to SFWMD by this easement:

(1) to enter upon the Lands at reasonable times to enforce the rights herein granted, upon prior notice to the grantor, its heirs, successors or assigns in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Lands by the Club, and its heirs, successors, or assigns at the time of such entry; and

(2) to enjoin any activity on or use of the Conservation Areas that is inconsistent with the purpose of this conservation easement and to enforce the restoration of such areas or features of the Conservation Areas that may be damaged by any inconsistent activity or use, except those damages or changes caused by an act of God.

(B) Use Restrictions. Unless otherwise approved by SFWMD in writing, the following activities are prohibited in or on the Conservation Areas, except as provided in the reservation of rights located in Paragraph (C) or in the maintenance and monitoring plan for on-site wetland preserve areas.

(1) construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other Structures on or above the ground;

(2) dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

(3) removal or destruction of trees, shrubs, or other vegetation, excepting removal of invasive exotic species, or planting or installation of trees or other plant materials;

(4) excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner to affect the surface;

(5) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

(6) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;

(7) acts or uses detrimental to such retention of land and water areas;

(8) use of recreational motor vehicles such as motorcycles, ATVs, four-wheel drive vehicles.

(C) Reservation of Rights. The following rights are specifically reserved to the Club, its heirs, successors or assigns:

(1) Passive recreational activities not involving construction and not contrary to the purpose of this conservation easement, may be permitted upon written approval by SFWMD.

(2) If authorized in the Environmental Resource Permit, the Club, its heirs, successors or assigns, may construct cart paths for the purpose of golf course operations.

(3) The Club, its heirs, successors or assigns, reserves all rights as owner of the Property, including the right to engage in all uses of the property that are not specifically prohibited in this easement.

(D) Plans for construction of passive recreational facilities shall be submitted to SFWMD for review and approval prior to any construction. The Club, its heirs, successors and assigns shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas with the Conservation Areas. Any such work, shall be subject to all applicable federal, state, or local permitting requirements.

(E) No right of access by the general public to any portion of the Lands or Conservation Areas is conveyed by this conservation easement.

(F) The Club, its heirs, successors or assigns shall bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Conservation Areas and does hereby indemnify and hold SFWMD harmless therefrom.

(G) The Club, its heirs, successors or assigns shall pay any and all real property taxes and Assessments levied by competent authority on the Conservation Areas.

(H) Any costs incurred by the SFWMD in enforcing, traditionally or otherwise, the terms and restrictions of this conservation easement against the Club, its heirs, successors, or assigns, shall be borne by, and be recoverable against the Club, it's heirs, successors, or assigns as long as the SFWMD is the prevailing party in such proceedings.

(I) Any costs incurred by the Club, its heirs, successors, or assigns in defending an enforcement action brought by the SFWMD shall be borne and be recoverable against the SFWMD and its successors, as long as the SFWMD is not the prevailing party.

(J) Enforcement of the terms and provisions of the conservation easement shall be at the reasonable discretion of the SFWMD, and any forbearance on behalf of SFWMD to exercise its rights hereunder in the event of any breach hereby by the Club, its heirs, successors, or assigns shall not be deemed or construed to be a waiver of the SFWMD's rights hereunder in the event of a subsequent breach.

(K) The SFWMD will hold this conservation easement exclusively for conservation purpose. The SFWMD will not assign its rights and obligations under this conversation easement without the prior written consent of the Club, its heirs, successors, or assigns, except to other State organizations qualified to hold such interest under the applicable state and federal laws, who are committed to holding this conservation easement exclusively for conservation purposes.

(L) If any provisions of this conservation easement or the application thereof to any Person or circumstances is found to be invalid, the remainder of the provisions of the conservation easement and the applications of such provisions to Persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby, as long as the general purpose of the conservation easement is preserved.

(M) All notices, consents, approvals, or other communications hereunder shall be in writing and be deemed properly given if sent by registered or certified U.S. Mail, return receipt requested, addressed to the appropriate party in interest.

(N) The Club, its heirs, successors or assigns, must follow the laws of the State of Florida pertaining to notification of any subsequent party, buyer, or filing of other legal instruments, when its heirs, successors or assigns divests itself of any interest in the Conservation Areas.

9. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

9.1 All Conservation Areas created or established within the Community will be dedicated as Community Common Areas. They shall be the perpetual responsibility of the Club. Except as otherwise provided in the conservation easement, they may in no way be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or about the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation, except removal of exotic/nuisance vegetation; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

9.2 Maintenance and Alteration. The Club is responsible for the maintenance, repair, replacement, insurance protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. There shall be no Material Alterations of or Substantial Additions to the Golf or Community Common Areas costing more than Two Hundred Fifty Thousand Dollars ($250,000.00), in the aggregate during any fiscal year unless first approved by a majority of the Voting Members present (in person or by proxy) and voting at any Annual or Special Members' Meeting at which a quorum is attained. However, if work that is reasonably necessary to meet the Club's obligations under the first sentence of this Section 9.2 also constitutes a Material Alteration or Substantial Addition, no prior membership approval is required. This Section 9.2 does not apply to Common Area like kind and quality replacements for which reserve accounts have been established.

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

9.4 Use of Common Areas. No Common Areas shall be used in violation of any Rule or Regulation or other requirement of the Club established pursuant to the provisions of this Declaration or the Bylaws.

9.5 Permits, Licenses and Easements. Subject to the provisions of Section 8, the Club shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably

necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

9.6 Maintenance of Lots and Parcels by Owners. Subject to the duties and obligations of the Club described herein, every Owner must keep and maintain his/her Lot and Parcel, including, but not limited to, the Unit and other improvements thereon, its improvements and appurtenances, at his/her expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his/her Lot and Unit. In this regard, each Owner shall be responsible for the maintenance, repair and repainting and shall keep same in a neat and orderly fashion. Any Owner who desires to have additional services to those provided by the Club may contract directly for such additional services.

9.7 Prohibition. Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Club without the prior written consent of the Board.

9.8 Owner Liability. Should any Owner do any of the following:

(A) Fail to perform the responsibilities as set forth in this Section or,

(B) Cause any damage to any improvement which the Club has the responsibility to maintain, repair and/or replace; or

(C) Undertake unauthorized improvements or modifications to his/her Lot, Parcel, Unit or to the Common Area; then

Except in an emergency, when no notice is required, the Club upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot, Parcel or Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof shall be added to and become a part of the Assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Club. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Club and become a lien against the subject Lot, Parcel or Unit with the same force and effect of the lien that would be created by the said Owner's failure to pay the Annual or Special Assessments hereunder when due.

In the event an Owner fails to maintain the Parcel and the improvements situated thereon, in a manner reasonably satisfactory to the Board or any Committee established by the Board, upon direction of the Board the Club shall have the right through its agents and employees, to enter upon said Parcel to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Club pursuant to this Section shall be added to and become part of the Assessment to which such Parcel is subject.

10. ASSESSMENTS.

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

(A) Annual Assessments.

(B) Special Assessments.

(C) Assessments for restaurant or golf Club minimums as may be set forth elsewhere in this Declaration, the Club Bylaws and/or the Rules and Regulations of the Club.

(D) Service Assessments, Resale Capital Assessments and other fees or Charges (including Fines) imposed against one or more Lots, Units, Tracts or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws and Rules and Regulations of the Club.

(E) System Assessments.

(F) No Owner may avoid or escape liability for the Assessments or Charges provided for herein by non-use or abandonment of his/her Lot, Unit, Tract, Parcel, or the Common Areas, or otherwise.

(G) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.

(H) The Owner of each Lot or Unit, regardless of how title was acquired, is liable for all Assessments coming due while he is the Owner. Multiple Owners are jointly and severally liable. Whenever title to a Lot or Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner(s) for all Assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover from the previous Owner in any amounts paid by the new Owner.

(I) No land shall be subject to Assessment by the Club if it is a Neighborhood Common Area, or a Common Area, or it is owned by or dedicated to the County or other governmental agency, and used for a public purpose. Only Lots and Units shall be subject to Assessments.

10.2 Purposes of Assessments.

(A) to promote the recreation, health, safety and welfare of the Owners and Residents of the Community;

(B) for the improvement, repair, replacement, maintenance, protection and operation of the Club and Community Common Areas, the Conservation Areas, the Club equipment and facilities and the Surface Water Management System, and to establish and maintain reserves (as further addressed in the Bylaws) and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws;

(C) to provide utility, cable television, and other systems of Communication Services with third parties;

(D) where deemed desirable by the Board of Directors, to provide services of general benefit to the Owners and Residents, either on a Community-wide basis or otherwise, including without limitation, cable television, transportation, security or other services;

(E) the costs of establishing an adequate reserve fund for replacement and/or deferred maintenance of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same;

(F) Special Assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget;

(G) sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof;

(H) the premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Club;

(I) the cost to the Club of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Club and other Persons who operate or are responsible for operating the Club;

(J) the costs of administration for the Club, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Club under the Declaration, Articles or Bylaws. In addition, the Club may retain a manager or management company to assist in the operation of the Club and to perform or assist in the performance of certain obligations of the Club hereunder. The fees or costs of any management company so retained are a Common Expense;

(K) the costs to the Club to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder;

(L) to pay the operating expenses of the Club;

(M) such other purposes and uses as are authorized by the Governing Documents as amended from time to time; and

(N) The Board of Directors is authorized to assess and expend Club money on property even if not owned by the Club if the Board determines, in its reasonable discretion, that it will favorably impact the Community. Toward that end, in addition to other matters

which may be maintained, beautified and enhanced, the Club is authorized to expend Club monies to make whatever enhancements the Board determines proper to Northbrooke Drive, even though Northbrooke Drive is a public road, including, but not limited to, installing, maintaining, repairing and replacing plants, shrubs, trees, or other enhancements, vegetation, structural or otherwise, within the road right of way, median strips and runabouts.

10.3 Budget. The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Club, which shall reflect the estimated Common Expenses and required statutory reserve funding for the next succeeding year.

10.4 Amendment of Budget. Adjustments may be made by the Board in Assessments from time to time to allow for any changes for Common Expenses.

10.5 Time of Payment. Assessments shall be payable by Parcel Owners to the Club in advance as set forth in the Bylaws and as determined by the Board.

10.6 Imposition of Annual Assessments. Upon the closing of the sale of each Lot or Unit to a purchaser, and on the first day of each fiscal year thereafter, an Annual assessment shall be assessed against each Lot or Unit. The Annual Assessment for the year in which the initial sale occurred shall be prorated to the actual date of closing.

10.7 Amount of Annual Assessment. The amount of the Annual Assessment based on the annual budget shall be the same for each Lot or Unit subject to Assessment.

10.8 Special Assessments. Any Special Assessments levied by the Club's Board of Directors shall be assessed equally against all Lots and Units.

10.9 Charges. Any Charge by the Club authorized by law or by the Governing Documents to be imposed on less than all of the Lots or Units shall not be deemed an Assessment. Payment may be enforced as provided in Sections 10.11 and 10.12 below.

10.10 System Service Assessment. Assessment for System or Community Services, as described under Section 8.3 and 8.4 above, may be levied by the Board of Directors. Given their nature and purpose, such Assessments may be levied on a non-uniform basis, notwithstanding the provisions of Section 10.5 above, and shall still be deemed "Assessments." For example, if the Club enters into a Community Services contract to be provided to all Units, but one (1) or more Units is owned or occupied by a vision impaired Person who, by law, cannot be required to pay for such Community Services, the cost of the Community Services shall be shared equally by all other Units, and the amount each Unit pays shall be deemed an "Assessment" for all purposes hereunder.

10.11 Lien. Assessments for Common Expenses, including Regular Assessments, Special Assessments, Service Assessments, System Service Assessments and Charges and installments thereof, with interest thereon and costs of collection, including reasonable attorney's fees and costs incurred in attempting to collect said Assessments or Charges 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 Parcel against which such Assessments or Charges are made. Each Assessment or Charge against a Parcel, together with interest thereon at the highest rate allowed by law, late fees, and costs of collection thereof, including attorney's fees, shall be the personal obligation of the Person, Persons or entity owning the Parcel assessed or charged and shall be the joint and several liability of all Owners of the Parcel. It is the intention of this provision that Assessment or Charge liability is joint and several, and is both the personal obligation of the Person owning the Parcel when the Assessment or Charge became due and the obligation of any successors in interest as a covenant running with the land. Said lien shall be effective from the date of recordation amongst the Public Records of Collier County, Florida. The lien shall set forth the amounts due to the Club as of the date the statement is signed and shall be acknowledged by an Officer or agent of the Club. The lien shall secure additional amounts that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection. Upon recordation, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Club's lien is only effective from and after recording of a claim of lien against the Parcel. 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 or other Person, Persons or entity obtains title to a Parcel as a result of a foreclosure of a first mortgage or a deed (or assignment) is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Parcel 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, Florida Statutes (2021), as amended from time to time.

10.12 Remedies for Delinquency. In the event any Owner fails to pay Assessments or any installment thereof charged to the Parcel an administrative late Charge as provided by law of $25.00 or 5 percent of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Club, through its Board, shall have, but not be limited to, the following remedies.

(A) To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

(B) To advance on behalf of said Owner funds to accomplish the needs of the Club. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Club 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 Club and such advance or loan by the Club shall not waive the default.

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

(D) To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Club.

(E) The Club may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Parcel in default paid directly to the Club, the court registry, or a receiver, as the court may direct.

(F) The Club may elect to terminate any existing Leases with respect to Parcels in default and prohibit the Parcel from being rented in the future until the default is cured.

(G) The Club may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Parcels in this Club are deemed to assent to terms of this provision.

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

(I) Notwithstanding any other remedy available to the Club under this Declaration, the Bylaws, or applicable law, the Club shall have the following options when payment of Assessments or Charges are in default. The Club may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Owner) from a Lot in default to be paid directly to the Club until all outstanding Assessments, Charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. If the Tenant fails to abide by the notice, the Club may evict the Tenant. As an alternative, the Club may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Lot in default paid directly to the Club, the court registry, or a receiver, as the Court may direct. The Club may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

10.13 Resale Capital Assessment Fund. The Club may levy a Resale Capital Assessment upon the transferee in any conveyance of a Lot or Unit by an Owner. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, that all Lots or Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Assessment shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of

record legal title to a Lot or Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Trustee or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale Capital Assessments shall be considered an Assessment and can be collected as such in accordance with the provisions under this Section 10. The purpose of this Resale Capital Assessment is to assure that the Club will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Resale Capital Assessment Fund are not to be considered an advance payment of other Assessments.

10.14 Ownership. Assessments, Resale Capital Assessments, and Charges collected by or on behalf of the Club become Club property. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his/her Lot or Unit. No Owner has the right to withdraw or receive distribution of his/her share of the Common Surplus (including reserves), except as otherwise provided by law.

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

11.1 Enforcement Options. In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Resident, Tenant, Guests or Invitees, (other than the non-payment of any Assessment or other Charges), the Club shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Club may, at its option:

(A) Impose a fine against the Parcel as provided in Florida Statutes and in the Bylaws; and/or

(B) Commence an action to enforce the performance on the part of the Owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(C) Commence an action to recover damages; and/or

(D) Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Club or performing any maintenance required to be performed by this Declaration; and/or

(E) Elect any or all other remedies, restrictions or penalties available under law.

All expenses incurred by the Club in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate Assessment, and shall be due upon written demand by the Club. The Club shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Collier County.

11.2 Remedies. Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Club or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.

11.3 Owner Responsibility. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any Person residing in his/her Unit or occupying his/her Parcel, including Family members, Tenants, Guests and Invitees if any act or omission shall result in any damage to the Common Areas, or any liability to the Club, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Club, but without rights of subrogation as to the Club's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by a Resident of any Parcel, or a Guest or Invitee, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

11.4 Litigation. Each Member and the Member's Tenants, Guests, and Invitees, and the Club, are governed by and must comply with Chapter 720, Florida Statutes, the Governing Documents and Rules and Regulations of the Club. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Club Rules may be brought by any Owner or the Club against:

(A) the Club;

(B) a Member;

(C) any Occupant of a Unit;

(D) any Director or Officer of the Club who willfully and knowingly fails to comply with these provisions;

(E) any Tenant, Guest or Invitee occupying a Parcel or using the Common Areas; and

(F) any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the Community, or the operation of the Club. The prevailing Party in any such litigation is entitled to recover reasonable attorneys' fees and costs. This Section is not intended to deprive any Person of any other available right or remedy. The enforcement of covenants, conditions, restrictions and agreements applicable to the various Subdivisions and Developments within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Club exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

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

11.6 Fines. Fining and Suspension. Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents. A fine may not exceed Two Thousand Five Hundred Dollars ($2,500.00) per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Two Thousand Five Hundred Dollars ($2,500.00) in the aggregate. Fines of One Thousand Dollars ($1,000.00) or more may become a lien against the Lot. No fine shall be imposed by the Board without at least fourteen (14) days' notice to the Person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three Members appointed by the Board who are not Officers, Directors, or employees of the Club, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Club must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Tenant, Licensee, Guest or Invitee of the Owner. The Board may establish additional rules

or procedures as it deems appropriate to govern the fining and suspension process and ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Club shall operate as required by the Act.

(A) Collection of Fines. A fine shall be treated as a special Charge due to the Club ten (10) days after written notice from the Club to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.

(B) Application. All monies received from fines shall become part of the operating income.

11.7 Surface Water Management System Beneficiaries. The beneficiaries of the Surface Management System shall have the right to enforce the provisions of the Governing Documents that the drainage system, easements and rights-of-way will be continuously maintained.

11.8 Availability of Remedies. Each Member, for themselves, their successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Club and regardless of the availability of other legal remedies. It is the intent of all Members to give the Club methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Community free from nuisances or unreasonable annoyance.

11.9 Remedies Cumulative. All rights, remedies and privileges granted to the Club or Owners under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, or at law or in equity. It shall not be presumed that money damages shall be an adequate remedy for violations of the Governing Documents.

12. NEIGHBORHOOD ASSOCIATIONS.

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

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

12.3 Unit Owner Information. Each Neighborhood Association shall supply the Club with a monthly list of Unit Owners who are delinquent on the payment of an Assessment.

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

12.5 Election of Directors; Voting Groups. In order to promote equitable representation on the Board of Directors for the various Neighborhoods with potentially dissimilar interests and of varying sizes; the following Voting Groups are hereby established for the use in the election of Directors only:

Voting Group 1 – shall consist of the following Neighborhood(s):

Terrace V at Cypress Trace	(30 Units)
Terrace IV at Cypress Trace	(60 Units)
Total	(90 Units)

Voting Group 2 – shall consist of the following Neighborhood(s):

Terrace III at Cypress Trace	(60 Units)
Terrace II at Cypress Trace	(30 Units)
Terrace I at Cypress Trace	(30 Units)
Total	(120 Units)

Voting Group 3 – shall consist of the following Neighborhood(s):

Veranda II at Cypress Trace	(48 Units)
Veranda III at Cypress Trace	(44 Units)
Cypress Trace Gardens III	(32 Units)
Total	(124 Units)

Voting Group 4 – shall consist of the following Neighborhood(s):

Cypress Trace I	(24 Units)
Cypress Trace II	(24 Units)
Veranda I at Cypress Trace	(40 Units)
Cypress Trace Gardens I	(24 Units)
Cypress Trace Gardens II	(24 Units)
Total	(136 Units)

Voting Group 5 – shall consist of the following Neighborhood(s):

Laurel Greens I	(12 Units)
Laurel Greens II	(24 Units)
Laurel Greens III	(24 Units)
Laurel Greens IV	(24 Units)
Laurel Greens V	(18 Units)
Total	(102 Units)

Voting Group 6 – shall consist of the following Neighborhood(s):

Grand Cypress I	(16 Units)
Grand Cypress II	(36 Units)
Grand Cypress III	(32 Units)
Total	(84 Units)

Voting Group 7 – shall consist of the following Neighborhood(s):

Bradford Lakes (66 Units)

Voting Group 8 – shall consist of the following Neighborhood(s):

Jasmine Lake (65 Units)

Voting Group 9 – shall consist of the following Neighborhood(s):

At large

The number of Directors to be elected shall be nine (9). Each Voting Group shall elect one Director in accordance with Section 4.2 of the Club Bylaws. If there is no one willing and eligible to serve on the Board of Directors from one or more of the Voting Groups as established above, that seat shall be filled in accordance with the provisions of Section 4.5 of the Club Bylaws. If the remaining Directors are unable to fill the position in accordance with the provisions of Section 4.5 of the Club Bylaws, that position shall remain vacant until the next annual election, unless the Board is sooner able to fill the vacancy by appointment for the remaining term as provided in Section 4.5 of the Bylaws.

13. NEIGHBORHOOD ASSOCIATION AND OWNER INSURANCE AND RECONSTRUCTION RESPONSIBILITIES.

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

(A) cause repair or replacement to be commenced within six (6) months

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

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

13.2 Failure to Comply. If any Owner or Neighborhood Association fails to comply with Section 13.1 above within the time periods provided, the Club shall be deemed to have been granted the right by the Owner or Neighborhood Association as his/her or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements, or to remove the damaged improvements completely. If the Club exercises the rights afforded to it by this Section, the Owner or Neighborhood Association shall be deemed to have assigned to the Club any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Club shall have the right to recover from the Owner or Neighborhood Association any costs not paid by the insurance, and shall have a lien on the Lot or Unit to secure payment.

14. CLUB INSURANCE. The following provisions shall govern insurance covering the Club:

14.1 Insurance policies covering the Common Areas shall be purchased by the Club and be issued by an insurance company authorized to do business in Florida.

14.2 The named insured shall be the Club itself and as agent for Owners without naming them and as agent for their mortgagees without naming them.

14.3 One copy of each insurance policy, or a certificate evidencing such policy, and endorsements thereto, shall be furnished by the Club to each first mortgagee if requested in writing.

14.4 The above paragraph notwithstanding, each Member releases and indemnifies the Club, its Members, employees and agents and shall hold them harmless for injuries or damages to Persons or property because of the Member's neglect, recklessness or intentional acts.

14.5 The Club shall maintain insurance covering the following:

(A) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement including wind; and

(B) Such other risks as from time to time are customarily covered with respect to property similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(C) Comprehensive general public liability including host liquor liability and hired, owned and non-owned automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Club property, adjoining driveways and walkways, or any work, matters or things related to the Club property or this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than $1,000,000 for each accident or occurrence, combined single limit and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

(D) The Club shall obtain and maintain adequate insurance or fidelity bonding of Persons who control or disburse funds of the Club. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the Club or its managing agent at any one time. As used in this Section, the term "Persons who control or disburse funds of the Club" includes, but is not limited to, individuals authorized to sign checks, the president, secretary, and treasurer of the Club.

(E) Workers Compensation coverage if required by law.

(F) Umbrella liability in an amount of at least $1,000,000.

(G) Directors and Officers liability coverage as deemed appropriate by the Board.

(H) Flood insurance if deemed appropriate by the Board.

(I) Other insurance as the Board shall determine from time to time to be desirable.

14.6 When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

(A) subrogation against the Club and against the Owners individually and as a group;

(B) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk; and

(C) avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

14.7 Premiums upon insurance policies purchased by the Club shall be paid by the Club as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Parcels or their appurtenances or of the Common Areas by particular Owners shall be assessed against and paid by such Owners.

14.8 Insurance policies obtained by the Club shall be for the benefit of the Club, the Owners and their mortgagees, as their interests may appear. Proceeds because of damage to the Common Areas shall be held in undivided shares for each Owner, such shares being the same as the undivided shares in the Common Areas appurtenant to each Parcel.

14.9 The Club is irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon a Parcel and for each Owner of any other interest in the Club property to adjust claims arising under insurance policies purchased by the Club and to execute and deliver releases upon the payment of claims.

14.10 The insurance purchased by the Club shall not cover claims against an Owner due to accidents occurring within or upon their Lot or Unit nor casualty or theft loss to an Owner's property. It shall be the obligation of the individual Owner if such Owner so desires to purchase and pay for insurance as to such and other risks.

15. RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY. In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements.

15.1 Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advisable in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

15.2 If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Club, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, the Club may, by and through the Board (and without the need to obtain approval of the Voting Members as may be required in the Bylaws), borrow sufficient funds or Assessments shall be made against the Parcels in sufficient amounts to provide funds for the payment of such costs.

16. SECURITY; NON-LIABILITY OF CLUB. The Club shall not be liable if security services are not provided.

All persons using or occupying any portion of the Community are responsible for their own security and the security of their own property.

The Club is not an insurer or guarantor of security for Persons or property within the Community.

The Club shall not be liable in any way on account of loss, damage or injury resulting from lack of security, or the lack of effectiveness of any security measures undertaken. The Club makes no representations or warranties, express or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire protection system and/or burglar alarm systems, or other security systems recommended or installed, or any security measures undertaken within the community.

16.1 Miscellaneous. The Club shall have the right and power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

(A) promote a quality environment which will preserve the value of the

Lots and Units; and

(B) foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

16.2 Disclaimer of Liability of the Club. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any Rules or Regulations of the Club, or any other document governing, binding on or administered by the Club (collectively, the "Club Documents"), the Club shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Lands, including, without limitation, Residents and their Families, Guests, Invitees, agents, servants, contractors or subcontractors or for any property or any such Persons, without limiting the generality of the foregoing:

(A) It is the express intent of the Club Documents that the various provisions thereof which are enforceable by the Club and which govern or regulate the uses of the Lands have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Lands and the value thereof.

(B) The Club is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the law of the United States, State of Florida, Collier county and/or any other jurisdiction or the prevention of tortious activities.

(C) Any provisions of the Club Documents setting forth the uses of Assessments which relate to health, safety, and or welfare, shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Club to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each owner (by virtue of his/her acceptance of title to his/her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Lands (by virtue of accepting such interest or lien or making such uses) shall be bound by this section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Club arising from or connected with any matter for which the liability of the Club has been disclaimed in this section.

As used in this section, "Club" shall include within its meaning, all of the Club's directors, Officers, Committee and Board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

16.3 Connecting Road. A public east to west road, if constructed as planned, will lie within the northern-most boundary of the Cypress Woods property. Inquiries as to the size, dimension, location and anticipated date the road is planned to be considered can be directed to the Collier County and State of Florida Departments of Transportation.

17. RIGHTS OF MORTGAGEES.

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

17.2 Mortgage Foreclosure. Except as otherwise provided by Florida law as amended from time to time, if an Institutional Mortgagee acquires title to a Lot, Unit, Tract or Parcel as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such mortgagee shall be liable pursuant to Section 10.11. Any unpaid Assessment or Charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his/her successors and assigns. No Owner or acquirer of title to a Lot, Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his/her ownership, be excused from the payment of any Assessments or Charges due during the period of such ownership.

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

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

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

(A) any delinquency of more than sixty (60) days in the payment of Assessments or Charges owed by the Owner of any Lot, Unit, Tract or Parcel on which it holds a mortgage;

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

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

18. DURATION OF COVENANTS; AMENDMENT.

18.1 Duration of Covenants. This Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Club, and any Owner, their respective legal representatives, heirs, successors,

and assigns, for a continuing period of twenty (20) years from the date of recording of the Amended and Restated Declaration in the Public Records of Collier County, Florida, which occurred on March 7, 2003. Upon the expiration of the above-referenced twenty (20) year period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, unless and until the majority of the entire membership interests vote to terminate them as provided below.

18.2 Termination. This Declaration may be terminated at any time after the initial period by an affirmative vote of a majority of the entire membership interest of the Club voting in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Club shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Club at which the resolution was adopted, the date that the notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the Public Records of Collier County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the Public Records.

18.3 Amendments. This Declaration may be amended at any time.

(A) Proposal of Amendment. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4) of the Voting Members.

(B) Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Voting Members not later than the next Annual Members' Meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an Annual or Special Members' Meeting where a quorum is attained called for the purpose by at least sixty percent (60%) of the Voting Members present (in person or by proxy) and voting, provided that notice of the text of each proposed amendment was sent to the Voting Members with the notice of the meeting.

(D) Certificate of Recording. A copy of each adopted amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by Officers of the Club with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County. The certificate must set forth the location in the Public Records of Collier County where this Declaration was

originally recorded.

18.4 Proviso. Regardless of any other provision in this Declaration, no amendment of the Governing Documents by any Person, and no termination or amendment of this Declaration, can be effective to change the Club's responsibilities for the Surface Water Management System, the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment which would affect the Surface Water Management System, or the Conservation Areas, must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit.

18.5 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of the Voting Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action.

18.6 Limitations. No amendment to any of the Governing Documents shall be effective to change any Member's voting rights as set forth in Section 2.1 of the Bylaws, or the provisions of Sections 12.5 above, unless all Voting Members affected first consent in writing to said amendment.

19. GENERAL AND PROCEDURAL PROVISIONS.

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

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

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

19.4 Compliance with Fair Housing Laws. There shall be no limitation upon sale, Lease, or occupancy of any Parcel based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Club may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Governing Documents,

when necessary to afford handicapped individuals the opportunity to enjoy the Community, or to comply with other legal requirements.

19.5 Conflicts. In the event of a conflict between any provision of the Governing Documents and the Act, the Act shall control, except in cases where the Act permits the Governing Documents to regulate the subject, in which case the Governing Documents will control. In the event of a conflict between this Declaration and the other Governing Documents, same shall be governed as provided in the Bylaws.

19.6 Dissolution. If the Club is dissolved other than by a merger or consolidation as provided for above, each Lot, Unit, Tract and Parcel shall continue to be subject to the Assessments provided for in Section 10, and each Owner shall continue to be personally obligated to the Club.

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

19.8 Notices.

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

(B) To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed (including electronic notice as permitted by the Act) to the Owner at his/her last known address, or at the address shown on the deed recorded in the Public Records of Collier County.

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

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

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

20. DEVELOPER'S RIGHTS AND POWER

The Original Declaration of Covenants, Conditions, Restrictions and Easements, as amended from time to time, created certain rights, including easement rights, benefiting the Developer (Northbrook Development, Ltd.) and any of the Developer's successors and/or assignees. It is not the intention of this Declaration to eliminate any presently existing Developer rights and any related rights of the Developer's successors and/or assignees (if any).

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CYPRESS WOODS GOLF & COUNTRY CLUB MASTER PROPERTY OWNERS ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT

These are the Amended and Restated Articles of Incorporation of Cypress Woods Golf & Country Club Master Property Owners Association, Inc., originally filed with the Florida Department of State on the 19th day of December 1997, under Charter Number N97000007094. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2021).

For historical reference, the street address of the initial principal office and initial mailing address was 4158 Lorraine Avenue, Naples, FL 34104. The name and street address of the original incorporator was Leo J. Salvatori, Esq. The street address of the initial registered office was Quarles & Brady, 4501 Tamiami Trail North, Suite 300, Naples, FL 34103 and the name of the initial registered agent was Leo J. Salvatori, Esq. The name and address of the current registered office is Becker & Poliakoff, P.A., 4001 Tamiami Trail North, Suite 270, Naples, Florida 34103. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. NAME. The name of the corporation is CYPRESS WOODS GOLF & COUNTRY CLUB MASTER PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Club," the Third Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements as "Declaration," these Amended and Restated Articles of Incorporation as the "Articles," and the Third Amended and Restated Bylaws of the Club as the "Bylaws."

2. PURPOSE. The purpose for which the Club is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including but not limited to:

2.1 The power to operate, administer, and manage the Common Areas in the Community in accordance with the Declaration and other Governing Documents.

2.2 To provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Units in the Community.

2.3 To enhance the civic, social and recreational interests of the Members.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration, and as provided in the Act (as defined in the Declaration), unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Club shall include the following:

4.1 General. The Club shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or the Bylaws.

4.2 Enumeration. The Club shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration, these Articles, and the Bylaws (all as they may be amended from time to time), including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against Members as Owners of Units within the Community, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Club.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property acquired or leased by the Club for use by Owners and other authorized persons.

4.2.4 To purchase insurance upon the Club's property and insurance for the protection of the Club, and its Officers, Directors, and other persons or entities deemed appropriate by the Club.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, the Units thereon, and the Common Areas, and to enact Rules and Regulations, Policies and Procedures, and resolutions pertaining to the operation of the Club, subject to any limitations contained in the Declaration or the Bylaws.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units, as may be provided by the Declaration.

4.2.7 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the Policies and Procedures of the Club.

4.2.8 To contract for the management of the Club and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Club except those which require specific, non-delegable approval of the Board of Directors or the membership of the Club.

4.2.9 To employ personnel to perform the services required for proper operation of the Club.

4.2.10 To make contracts and 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, Special Assessments, income or rights.

4.2.11 To have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein. The Board shall have the authority to pledge other collateral as security for loans.

4.2.12 To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and Improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain on the Property, as well as the alteration, improvement, addition or change thereto.

4.3 Club Property. All funds and the titles of all properties acquired by the Club and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Club shall make no distribution of income to its Members, Directors or Officers.

4.5 Limitation. The powers of the Club shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Club shall be comprised of the Owners, as further defined and described in the Governing Documents. The Owner of every Unit shall become a Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Unit. Each such Owner shall notify the Club of said recordation within fifteen (15) days thereof and shall transmit to the Club true copies of such instrument.

5.2 Voting Rights. Each Voting Member shall possess one vote for any Unit owned by such Member, subject to the additional rights and obligations contained in the Declaration.

5.3 Benefits. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Club shall have perpetual existence; however, if the Club is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation.

7. OFFICERS. The affairs of the Club shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Club at its first meeting following the Annual Members' Meeting of the Club and shall serve at the pleasure of the Board of Directors. The Declaration and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Club shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Club existing under the Declaration, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Voting Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Club shall be elected at the Annual Members' Meeting in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this corporation may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

Proposal of Amendments. An amendment may be proposed to these Articles by the Board of Directors or by written petition of at least one-fourth (1/4) of the Voting Members (787 total).

10.1 Adoption. An amendment so proposed may be adopted if it is approved at an Annual or Special Members' Meeting where a quorum is attained, called for that purpose, by at least sixty percent (60%) of the Voting Members present (in person or by proxy) and voting, provided that notice of the text of each proposed amendment was sent to the Voting Members with the notice of the meeting. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Club, upon Board approval, without need for Club membership vote.

10.2 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy shall be recorded in the Public Records of Collier County, Florida.

11. INDEMNIFICATION.

11.1 Indemnity. The Club shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee member of the Club, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals

have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Club, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person 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 Club, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Club, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Club.

11.2 Defense. To the extent that a Director, Officer, or Committee member of the Club has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1 above, 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 Club in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Club as authorized by this Section 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Club, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Club shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

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

12. DISSOLUTION. The Club may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4ths) of all the Voting Members. Upon dissolution of the Club,

other than incident to a merger or consolidation, the assets of the Club shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Club was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

THIRD AMENDED AND RESTATED BYLAWS OF CYPRESS WOODS GOLF & COUNTRY CLUB MASTER PROPERTY OWNERS ASSOCIATION, INC.

1. GENERAL. These are the Third Amended and Restated Bylaws of Cypress Woods Golf & Country Club Master Property Owners Association, Inc., (hereinafter the "Club"), a not-for-profit corporation organized under the laws of Florida for the purpose of operating Cypress Woods Golf & Country Club pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to the Act, as it same may be amended from time to time.

1.1 Principal Office. The principal office of this Corporation shall be located at 3525 Northbrooke Dr., Naples Florida 34119 and subsequently at such other place as may be established by the Board.

1.2 Fiscal Year. The fiscal year of the Club shall be the calendar year, unless otherwise determined by the Board.

1.3 Definitions. All terms defined in the Third Amended Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Woods Golf & Country Club (the "Declaration") to which these Bylaws are attached shall be used with the same meanings as defined therein.

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

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Section 4 of the Declaration.

2.1 Voting Rights. The voting rights appurtenant to each class of membership shall be as follows:

(A) Member. Each Member, as further defined within the Declaration, shall have one (1) indivisible vote in all matters upon which the Members are entitled to vote.

(B) Annual Memberships and Special Memberships. Persons with Annual Memberships and Special Memberships shall not have voting rights.

2.2 Method of Voting. Except for the election of Directors, all votes of the Voting Members pertaining to the Club shall be cast by the Voting Member, either in person or by proxy.

2.3 Membership Records.

(A) Records shall be maintained by the Club showing the names of the Members, their addresses, the number of Lots or Units owned by each Member, the class of membership and such other information as the Board shall require. Members may be issued a certificate or other evidence of membership and/or use rights, which may be wallet-size. The certificate may set forth the number of Units owned by the Member and such other information as determined by the Board. Admission to any Common Area, facility, meeting or affair of the Club may be conditioned upon production of a current certificate of membership by the Member or other designated Person.

(B) Any membership records accessed by a Member, as permitted by the Act, shall not be used for commercial purposes or the solicitation of goods or services. Furthermore, these membership records shall not be distributed to any non-Member without first obtaining the subject Member(s) advance written consent.

2.4 Transfer of Membership. Except as elsewhere provided within these Bylaws, no Member may transfer his Club membership, except as an appurtenance to his Lot or Unit. The Club shall be entitled to charge an administrative transfer fee for each transfer in an amount as determined from time to time by the Club's Board. When a Member ceases to be an Owner, his membership shall cease. The termination of membership in the Club does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Club during the period of his membership, nor does it impair any rights or remedies which the Club may have against any former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto. Any other membership is not transferable.

2.5 Rights and Privileges of Members.

(A) Every Member shall have the right to:

(1) have his/her vote cast by the Voting Member at Members' Meetings;

(2) serve on the Board if elected;

(3) serve on Committees; and

(4) attend Members' Meetings.

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

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

2.6 Delegation of Rights to use Common Areas.

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

(1) a reasonable number of Guests if properly registered and/or accompanied by the Member; or

(2) Tenants who reside in the Member's Unit.

(B) In the case of a Tenant residing in the Member's Unit, the delegating Member must give prior written notice to the Club of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each Tenant as the Board shall require. In this case the Tenant leasing the Member's Unit shall be considered to have obtained a Special Membership.

(C) A Member who has delegated his use privileges may not use the Common Areas during the period of the delegation, except as a Guest of another Member. A Member may not be the Guest of his Tenant.

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

(E) The Board may limit the number of Guests or the frequency or duration of any Member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by Tenants or Guests. Tenant or Guest fees may be different from fees charged to Members for their use.

(F) The delegation of membership is subject to the additional restrictions and limitation described in Section 4.2 of the Declaration.

2.7 Suspension of Membership. The Board may suspend a Member's membership in the Club:

(A) for the period of time during which an Assessment or Charge(s) against the Member remains unpaid more than thirty (30) days after the date it was due and payable; or

(B) for a reasonable period during or after any infraction of the Club's Rules by a Member or by any person to whom he has expressly or impliedly delegated his use privileges; or

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

Except as otherwise permitted by the Act, membership shall not be suspended until the Member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any Member's membership temporarily revokes the Member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Club affairs, as well as the related rights and privileges of the Members' Family, Tenants and Guests. A suspension shall in no way impair the enforceability of any Assessment or lien therefore, or the authority of the Club to assess and collect any future Assessment and lien, nor shall it impair the Member's right of access to and use of, his own property in a manner consistent with the Governing Documents. The right of the Member to vote may be suspended as permitted by the Act.

2.8 Units Owned by Multiple Persons, Corporations, Partnerships, Etc. If a Unit is owned by two or more Persons, such as a corporation, partnership, trust, limited liability company, etc., then the Voting Member for that Unit, as further defined in Section 4 of the Declaration, shall be afforded the right to vote on behalf of the Unit.

3. MEMBERS' MEETINGS.

3.1 Annual Members' Meeting. The Annual Members' Meeting shall be held in Collier County during either March or April of each year, at a day, place and time designated by the Board, for the purpose of electing Directors and transacting any other business duty authorized to be transacted by the Members. Only Members and their Family may attend the Annual Members' Meeting.

3.2 Special Members' Meetings. Special Members' Meetings must be held whenever called for by the President or by a majority of the Board, and must be promptly called by the Board upon receipt of a written request signed by at least ten percent (10%) of the Voting Members' votes. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting. Only Members and their Family may attend a Special Members' Meeting.

3.3 Quorum. A quorum shall be attained at an Annual or Special Members' meeting by the presence, in person or by proxy, of at least thirty percent (30%) of the total Voting Members. Only Members may serve as proxy holders. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/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. Such Members 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 Members 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.

3.4 Vote Required to Transact Business. The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of Meetings. Notice of all Members' Meetings must state the time, date, and place of meeting. Written notice of meetings shall be mailed or hand-delivered to the individual Voting Member or may be furnished by electronic notice, as provided by law. The notices must be mailed or delivered by the Club not less than thirty (30) days prior to the date of the Members' Meeting. An affidavit of the Officer or other person making such mailing or delivery shall be retained in the Club records as proof of mailing. 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 Members' Meetings, may be electronically transmitted or posted as provided by law. Consent by a Member to receive notice by electronic transmission must be in writing, if required by law, and shall be revocable, as provided by law.

3.6 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 Members present (in person or by proxy) 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, provided that the specific date, time and location of the adjourned meeting was announced at the original meeting. Any business which 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.

3.7 Order of Business. The order of business at the Annual Members' meeting shall be substantially as follows:

(A) Call to order by the President;
(B) At the discretion of the President, appointment by the President of a chairman of the meeting;
(C) Determination that a quorum has been attained;
(D) Proof of Notice;
(E) Reading or waiver of reading of minutes of last Members' meeting;
(F) Reports of Officers;
(G) Reports of Committees;
(H) Election of Directors (when appropriate);
(I) Old Business;
(J) New Business;
(K) Adjournment.

The Order of Business for all other Members' Meetings shall follow paragraphs (A)-(D) and (K), and paragraph (J) New Business shall only be for the purpose(s) for which the Members' Meeting was called.

3.8 Minutes. Minutes of all meetings of Members and of the Board shall be kept in a businesslike manner and available for inspection by Members, as provided by law.

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

4. BOARD OF DIRECTORS. The administration of the affairs of the Club shall be by a Board. All of the powers of the Club 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 or under the direction of the Board, or a duly authorized Board member, Officer, Committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. In the event of a question or dispute whether a Board power has been properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and such ratification shall relate back to the act in question unless otherwise specified by the Board.

4.1 Powers. The Board shall have the authority to:

(A) manage and control the affairs of the Club;

(B) appoint and remove, at its pleasure, all officers, agents and employees of the Club, prescribe their duties, fix their compensation (if any), and require of them such security or fidelity bond as it may deem expedient. Employment of any Member, Officer or Director of the Club in any capacity is prohibited except as may be permitted under Florida Statutes and also only then if approved by at least two-thirds (2/3rds) of the Board;

(C) establish, levy, assess, and collect any Assessment and/or Charge provided for in the Governing Documents;

(D) designate one or more financial institutions as depository(ies) for Club funds, and the officer(s) authorized to make withdrawals therefrom;

(E) borrow money for Club purposes, unless there is an assignment, pledge, mortgage or encumbrance upon any Community or Club Common Areas or future revenues of the Club as security therefor, which shall require the prior consent of at least a majority of the Voting Members present, in person or by proxy, and voting at any Annual or Special Members' Meeting for which there is a quorum;

(F) adopt, amend or revoke Rules and Regulations relating to the use of Common Areas, such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Club and its Members. The Board may also establish and levy fees for the use of Common Areas or Club property;

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

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

(I) make Improvements to the Common Areas;

(J) establish Committees of the Club and appoint the members thereof for one-year terms as of May 1 of each year following Board elections and the organizational meeting (unless a different term is approved by the Board); and assign responsibilities and duties of each Committee as deemed appropriate and not inconsistent with the provisions of these Bylaws;

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

(L) perform all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Club.

4.2 Number: Qualifications. The number of Directors shall be nine (9). One (1) Director shall be elected by and from each of the Voting Groups. Each Director must be a Member, or a Family member of a Member, in good standing with the Club and their Neighborhood Association (e.g. current in the payment of all monetary Assessments, etc.) and at least eighteen (18) years of age. Each Director elected by the Members to represent a single Voting Group must be an Owner or the Family member of an Owner of a Lot or Unit in the Neighborhoods comprising that Voting Group.

4.3 Term of Office. In order to provide for a continuity of experience by establishing a system of staggered terms of office, six (6) Directors shall be elected in odd numbered years and three (3) Directors shall be elected in even numbered years. Thereafter, each Director shall be elected for a term of two (2) years, which will end upon final adjournment of the Annual Members' Meeting in conjunction with which the Director's successor is to be elected. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one (1) or two (2) year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier term. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open

seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board Meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter terms, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term.

A resignation must be in writing to be effective, and may not be revoked once received by the Club.

There shall be a limit on the number of elected two (2) year terms a Director may serve. No Director shall serve as a Director for greater than three (3) consecutive elected two (2) year terms or ten (10) total elected years. This term limit restriction shall be retroactive and shall only apply to elected terms, not to appointed terms.

Notwithstanding the foregoing, a former elected Director shall be permitted to serve one (1) or two (2) additional two (2) year terms (whether consecutive or not) as a Director after having previously served three (3) consecutive two (2) year elected terms provided all of the following are/can be satisfied:

(1) the total number of elected two (2) year terms shall not exceed ten (10) total elected years of service on the Board; and
(2) a minimum of two (2) years has lapsed since the subject Director's last service on the Board ended; and
(3) In the event the waiting period between the last date served as Director and the commencement date of the additional term will fall short of the two (2) year waiting period by fifteen (15) or fewer days, then such shortfall shall be waived; and
(4) An individual shall not qualify as a candidate for election as a Director if the candidate will be unable to fulfill the entire two (2) year term based on the term limitations contained herein.

4.4 Nominations and Elections. The Voting Members in each Voting Group are entitled to vote in the election of the Director that represents their Voting Group, as well as in the election of any Directors-at-large.

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

(B) Election and Voting Materials. Candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes at their own expense. Any written materials distributed to the Members by the Club regarding an election shall be non-partisan, and Club funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials

used by the Club shall endorse, disparage, or comment on any Candidate or indicate whether a candidate is an incumbent, however, the Club shall duplicate and distribute without editing, brief resumes of background and qualifications provided by any candidates who would like it distributed by the Club with the notice of the Annual Members' Meeting described in Section 3.5 above.

(C) Balloting. Elections shall be by written ballot. The candidate within each Voting Group who receives a plurality of the votes cast in that Voting Group shall be elected. The balloting for the "At-Large" Director shall be separate. This Director represents all Members. Each Voting Member may cast one vote for the Director to be elected by and from such Member's Voting Group. Each Voting Member may also cast one vote for the Director to be elected At-Large. A Voting Member may waive the right of secrecy of his ballot. Election ballots shall be cast by the Voting Members by hand delivery or by mail, or by approved electronic means, as permitted by the Act, directly to the administrative office at the Club, which shall count the ballots at a vote counting meeting which is open to all Members. The certified election results and the ballots will then be delivered to the Secretary of the Club, no later than 5:00 p.m. on the business day before the Annual Meeting. Any ballots received after the first vote is counted at the special vote counting meeting, shall be invalid. The sealed envelopes shall not be opened by the Club except as provided below.

(D) Vote Counting. On the business day immediately prior to the Annual Members' Meeting, at a place and time as stated in the Annual Members' Meeting notice, not more than four (4) of the non candidate Board members, or the Boards designees, shall open the sealed envelopes and count the votes in such manner as they deem advisable. Any Member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the Annual Members' Meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

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

4.6 Removal. Any Director may be removed from the Board with or without cause by vote of a majority of the Voting Members of the Voting Group which elected that Director.

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

4.8 Regular Meetings. Regular meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or electronic transmission, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Club may be transacted. Only Members and their Family may attend Regular Board Meetings, unless invited by the Board.

4.9 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than forty-eight (48) hours notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or electronic transmission, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting. Only Members and their Family may attend Special Board Meetings, unless invited by the Board.

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

4.11 Board Meetings: Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Club business. All meetings of the Board shall be open to all Members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Club Common Areas at least forty-eight (48) hours in advance of a meeting, except in an emergency. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of such Assessments.

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

4.13 Vote Required. Except as otherwise required by law or the Governing Documents, the acts approved by a majority of the Directors present and voting at a duly

called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

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

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

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

4.17 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Club. However, Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 Emergency Powers. In the event of an "emergency," the Board of the Club may exercise the following emergency powers and other emergency powers as authorized by law.

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

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

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

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

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

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

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

(1) a state of emergency declared by law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) designation by federal or state government as a "disaster area;"

(5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood such as an earthquake, tidal wave, fire, hurricane, tornado, war, pandemic, civil unrest, or acts of terrorism; or

(6) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Club, the Owners, the Community, or Club Property.

4.19 Committee Meetings. No Committee is authorized to make a final decision on behalf of the Board regarding the expenditure of Association funds. All Committees shall conduct their affairs at an open Committee meeting in the same manner as provided in these Bylaws for Board meetings. Notwithstanding any other law or documentary provision, the requirement that Committee meetings be open to the Owners is inapplicable to meetings which can be properly closed under the Act. No Committee is permitted to meet with the Association attorney . Only Members and their Family may attend Committee meetings, with the exception that other Persons may be permitted to attend Committee meetings if invited by the respective Committee chair.

4.20 Code of Conduct. The Board may establish a Code of Conduct for Officers, Directors, and Committee members and may prescribe penalties for violations thereof. Without limitation, the Code of Conduct may establish procedures and criteria for communications, confidentiality, and decorum.

5. OFFICERS.

5.1 Officers and Elections. The executive Officers of the Club shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom must be Directors of

the Club and shall be elected annually by majority vote of the Board. Any Officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. No person may hold two or more offices. The Board shall, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Club.

5.2 President. The President shall be the chief executive Officer of the Club. He shall preside at all meetings of the Members and Directors. He shall have general and active management of the business of the Club, and shall see that all policies, orders and resolutions of the Board are carried into effect.

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

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the Members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing Committees when required. He shall keep in safe custody the seal of the Club and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an administrative assistant, if any has been designated, but under the supervision of the Secretary.

5.5 Treasurer. The Treasurer shall oversee the collection, safe-keeping, and disbursement of funds and securities of the Club, keeping full and accurate accounts of revenues and expenses in the books and records. The Treasurer shall oversee the procedures for the deposit of all monies and other valuable effects in the name of and to the credit of the Club in such depositories as may be designated by the Board. He/she shall oversee the appropriate reporting of financial statements of assets, liabilities, fund balances, revenues and expenditures, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Club. The Treasurer shall coordinate the preparation of the annual budget for operations, reserve activity and capital expenditures, to be brought to the Board for final approval by November of each year.

5.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any Director, the manager or management company, Club legal counsel, or the Club'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. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

6. ARCHITECTURAL REVIEW COMMITTEE; OTHER COMMITTEES. The ARC provided for in Section 7 of the Declaration shall be selected, and conduct its affairs as provided in this Section.

6.1 Members: Qualification. The ARC shall be composed of three (3) to five (5) persons, the exact number to be determined by the Board from time-to-time. Whenever possible and practical, one of the Committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection: Terms. The members of the ARC shall be appointed by the Board of the Club to serve terms of one (1) year beginning May 1 of each year.

6.3 Meetings. The ARC shall meet at least once during each quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Special meetings may be called as needed by the Chairman.

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

7.1 Depositories. The depository of the Club, in which the funds of the Club shall be deposited, shall be institutions authorized by the Board which carry FDIC insurance or equivalent insurance. Deposits shall be limited to limits of FDIC or federal insurance at any depository. Principal of Club funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments or protocols signed or authorized by those persons as are authorized by the Directors.

7.2 Budget. The Board shall, at a November meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether or not owned by the Club. The Club shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, expenses, repairs, improvements or capital expenditures. The purpose of the reserves is to provide financial stability and to avoid the need for Special Assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved unless another use is approved by unanimous consent of the entire Board. The Board is also required to adhere to the statutory requirements for any reserve accounts created pursuant to Section 720.303(6)(b), Florida Statutes. Any reserve accounts contained in the 2020 club budget are considered reserve accounts created pursuant to Section 720.303(6)(b), Florida Statutes. Reserve adequacy shall be reviewed by external

professional sources on a regular basis, not more than three (3) year intervals (except when good cause is shown, as determined by the Board).

7.4 Contingency Funds. In addition to the reserves provided in Section 7.3 above, or in place of them, the Board may establish one or more "contingency funds" for contingencies and operating expenses for the Club. 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. Contingency reserves contemplated in this Section 7.4 are not considered reserve accounts created pursuant to Section 720.303)(6)(b), Florida Statutes.

7.5 Fidelity Bonds. The Club shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Club funds, and the President, Secretary and Treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Club or its management agent at any one time. The Club 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 Club, or otherwise having the authority to control or disburse Club funds, shall provide the Club with a certificate of insurance evidencing compliance with this paragraph, naming the Club as an insured under said policy. The Club may opt out of this requirement as provided in the Act.

7.6 Accounts and Accounting Procedures. The financial and accounting records of the Club must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of time as prescribed by the Act. The financial and accounting records must include:

(A) accurate, itemized, and detailed records of all receipts and expenditures;

(B) a current account and a period statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other Charge against the Member, the date and amount of each payment on the account, and the balance due;

(C) all tax returns, financial statements, and financial reports of the Club; and

(D) any other records that identify, measure, record or communicate financial Information.

7.7 Financial Reporting. The Board shall cause to be prepared an annual financial report as prescribed in the Act, unless waived as provided by law.

7.8 Audits. A formal certified audit of the accounts of the Club, if required by law or by a majority of the Voting Members, or by a majority of the Board, shall be made

by an independent certified public accountant. To provide liaison between the Board of Directors and the independent certified public accountant, the Club shall maintain a standing Audit Committee of three (3) persons who are appointed by the Board from Club membership and who possess the adequate experience or training with respect to financial internal controls and reporting under generally accepted accounting principles. The Audit Committee shall be chaired by the current Treasurer.

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

7.10 Fiscal Year. The fiscal year for the Club shall begin on the first day of January each year. 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.

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

7.12 Special Assessments. Special Assessments may be imposed by the Board whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration or these Bylaws. Special Assessments are due on the day specified in the Resolution of the Board approving such Assessment. The notice of any Special Assessment must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with law. The total of all Special Assessments payable by the Members shall not exceed Five Hundred Dollars ($500) per Unit in any fiscal year unless approved in advance by a majority of the Voting Members present (in person or by proxy) and voting at any Annual or Special Members' Meeting where a quorum is attained.

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

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

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

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

8.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least sixty percent (60%) of the Voting Members present (in person or by proxy) and voting at any Annual or Special Members' Meeting where a quorum is attained, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.

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

9. RULES AND REGULATIONS. The Board may, from time to time, adopt and amend Rules and Regulations governing the Community subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance, 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.

10. MISCELLANEOUS.

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

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

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise with respect to the interpretation of these Bylaws and the Declaration or the Articles of Incorporation of the Club, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.