BONITA
NATIONAL
GOLF & COUNTRY CLUB

# *Bonita National Golf Club, Inc. Declaration of Covenants, Conditions and Restrictions*

NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. FOR ORIGINAL TEXT SEE ORIGINAL DECLARATION AND AMENDMENTS THERETO.

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BONITA NATIONAL GOLF CLUB, INC. (GOLF DECLARATION)

**WHEREAS,** Lennar Homes, LLC owned certain real property located within Lee County, Florida upon which it created a planned community made up of various residential units as well as an 18 hole golf course and related recreational and other common facilities and amenities collectively known as Bonita National; and

**WHEREAS,** all of Bonita National has been subjected to that certain Declaration of Covenants, Conditions and Restrictions for Bonita National Homeowner's Association, Inc., recorded at Official Records Instrument No. 2015000023564, of the Public Records of Lee County Florida ("Master Declaration"); and

**WHEREAS,** Lennar Homes, LLC desired to create a separate set of covenants governing the use and operation of the golf course, as well as providing for a separate bundled golf membership program for Bonita National; and

**WHEREAS** to provide a means for meeting the purposes and intents herein set forth, Lennar Homes, LLC incorporated Bonita National Golf Club, Inc., a Florida corporation not for profit (hereinafter the "Golf Club"); and

**WHEREAS,** the golf membership program is anticipated to provide that some, but not all, lots or other residential units in Bonita National will be required to become Members of the Bonita National Golf Club pursuant to the terms and conditions of the Golf Declaration.

**NOW THEREFORE** the real property described in Exhibit "A" hereto, is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Land subject to the Golf Declaration and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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

1.1 "**Assessment**" or "**Assessments**" means a share of the funds required for the payment of the expenses of the Golf Club which from time to time are assessed against the Golf Members, including without limitation annual assessments and special assessments, as authorized by Section 8 of this Declaration.

1.2 "**Board**" means the Board of Directors of Bonita National Golf Club, Inc.

1.3 "**Bonita National**" is the name of the development that Bonita National Golf Club is a part of.

1.4 "**CDD**" means and refers to the Beach Road Golf Estates Community Development District.

1.5 "**CDD Property**" means any and all real property and improvements which the CDD either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term "CDD Property" shall include systems, facilities and services that the CDD may acquire, construct, maintain and finance over the years (which constitute projects or infrastructure improvements) which may or may not be owned by the CDD.

1.6 "**County**" or "**the County**" means Lee County, Florida.

1.7 **Golf Membership:** Golf Membership in Bonita National Golf Club, Inc. is based on a lot or living unit as articulated in Section 2, Exhibit "A" of the Declaration. Golf Membership shall be limited to two or more natural persons per living unit that live together in the same household and otherwise hold themselves as a single living unit who are related to each other by blood, marriage, or adoption (the Primary Members) plus the adopted or natural born children of the Primary Members who are (a) under the age of 22; and (b) not married or cohabitating with any third party; and (c) said children do not have custodial children of their own, and (d) said children reside with the Primary members on a permanent basis or in the case of college or graduate students, at such times as the student is not enrolled in college or university. If the living unit is owned by one or two natural persons, who normally reside in the Living Unit, the Primary members shall be such natural persons. If the Living Unit is owned by more than two natural persons, a Partnership, LLC, Corporation, or Trust, the said owners shall designate the Primary members in writing. Such Primary Members must reside at the Living Unit and meet all criteria as outlined in section 1.7. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors at their reasonable discretion. Once designated and accepted by the Board as Primary Members, no change in persons may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events, such change in partner shall be subject to the Board's approval in its sole and reasonable discretion. The Golf Club may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit.

1.8 "**Golf Club**" means Bonita National Golf Club, Inc., a Florida corporation not for profit, which has its principal place of business in Lee County, Florida, and its successors and assigns.

1.9 "**Golf Club Common Areas**" or "**Common Areas**" means any and all real property and improvements owned by, leased to, or otherwise dedicated to the Golf Club for the use and benefit of the Golf Members.

1.10 "**Golf Club Documents**" means this Golf Declaration, the Articles of Incorporation and Bylaws of the Golf Club, and the various Rules and Regulations, all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Golf Club Documents, the order of priority shall be the same as the order in which they are named in this Section1.10.

1.11 "**Golf Club Property**" means all real property comprising Bonita National Golf Club, and the improvements thereon.

1.12 "**Golf Member**" or "**Member**" means a person who is entitled to membership in the Golf Club, as

provided in Section 2 of the Golf Club Bylaws. Membership is mandatory for an Owner of each Lot or Living Unit submitted to this Declaration.

1.13 "**Guest**" means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.14 "**Institutional Mortgagee**" means:

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

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

(C) an "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.

1.15 "**Lands**" means the land described in Exhibit "A" to this Golf Declaration, as it may be amended from time to time, or as may be otherwise submitted to this Golf Declaration by Supplemental Declaration or by consent and joinder of the Owner and mortgagee(s) of any land being submitted.

1.16 "**Lease**" when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.

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

1.18 "**Lot**" means one or more of the platted portions of land into which parts of Bonita National have been subdivided and submitted to this Golf Declaration, upon each of which a single Living Unit has been, or is intended to be, constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it was followed by the words "and the Living Unit constructed thereon".

1.19 "**Master Declaration**" is the Declaration of Covenants, Conditions and Restrictions for Bonita National recorded in Official Records Instrument No. 2015000023564, Public Records of Lee County, Florida, and all exhibits attached thereto.

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

1.21 "**Owner**" means the record Owner of legal title to any Lot or Living Unit.

1.22 "**SFWMD**" means South Florida Water Management District.

1.23 "**Voting Interests**" means the arrangement established in Section 2.1 of the Bylaws of the Golf Club by which the Owners of each Lot or Living Unit (866 doors) are entitled to vote in the affairs of the Golf Club, whenever a vote of the Owners is permitted or required as to any Golf Club business.

2. **BONITA NATIONAL GOLF CLUB**. Bonita National Golf Club shall be governed by Florida Statute Chapter 720 as amended from time to time. The Golf Club shall consist of an 18 Hole championship style golf course, as well as related amenities and facilities. Every Owner of a Lot or Living Unit subject to this Golf Declaration shall be a Member of the Golf Club. Each Lot or Living Unit shall be held, sold and conveyed subject to the covenants, conditions and restrictions of the Golf Declaration, the terms of which shall run with the title to each such Lot or Living Unit.

Not all of the Owners of Lots or Living Units in Bonita National will become Members of the Golf Club. The Lots or Living Units that shall be bundled with golf memberships to the Golf Club will be subjected to this Golf Declaration by their inclusion in Exhibit "A" to the Declaration.

Each Member of the Golf Club shall have the non-exclusive right to use the Club Common Areas, which shall be appurtenant to and shall run with each Owner's membership in the Golf Club, subject to the Golf Club Documents. However, the Golf Club has the right to enter into Agreements with the Bonita National Homeowners' Association, Inc., the CDD, or other parties governing the operation and use of the Golf Club Common Areas.

The specific elements of Membership in the Golf Club shall be determined by the Rules and Regulations or other documents that comprise the Golf Club Documents. The Rules and Regulations may contain matters related to various golf fees, tee times, guest play and other matters relating to the operation of the golf course and administration of the membership program.

3. **THE GOLF CLUB'S PURPOSES AND POWERS**. The primary purposes of the Golf Club are to hold title to, operate and/or maintain the Golf Club Common Areas, equipment and other capital assets. Portions of the Golf Club Common Areas may be owned by other entities, including but not limited to the Bonita National Homeowners' Association, Inc., and/or the CDD. The Golf Club may operate or maintain these areas under leases or other agreement.

3.1 **Golf Club Common Areas**. The Golf Club shall operate, and maintain the Golf Club Common Areas. The Golf Club Common Areas shall include the golf course, golf practice facilities, golf maintenance facilities, golf cart facility, cart paths, men's' and ladies' locker rooms and golf pro shop. The Board of Directors may promulgate reasonable fees, rules and regulations regarding use of the Golf Club Common Areas consistent with the Golf Club Documents. Use of Golf Club Common Areas shall be available to all Golf Members and their invitees, guests, family members and tenants, subject to the fees, rules and regulations and the Golf Club Documents. The costs of operating, maintaining, repairing, insuring and protecting the Golf Club Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units owned by a Golf Member. The Golf Club shall have, without limitation, the following powers:

(A) To exercise all rights set forth in the Golf Club Documents.

(B) To allow public use of the golf course and clubhouse, and other facilities within the Golf Club's authority and discretion.

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

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

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

(F) To enter into Agreements for the maintenance and operation of Golf Club Property.

(G) To promulgate rules and regulations governing use of the Golf Club Common Areas consistent with the Golf Club Documents.

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

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

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

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

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

3.7 **Member Approval of Certain Litigation**. After Turnover, as defined in Section 7.1 of the Bylaws, and notwithstanding any other provisions of the Golf Club Documents, the Board of Directors shall be required to obtain the prior approval of at least two-thirds (2/3) of the voting interests of the Golf Club prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Golf Club for the purpose of commencing any lawsuit, other than for the following purposes:

(A) collection of assessments;

(B) collection of other charges which Members are obligated to pay;

(C) enforcement of the Golf Club Documents;

(D) enforcement of the rules and regulations of the Golf Club;

(E) in an emergency, when waiting to obtain the approval of the Golf Club Member creates a substantial risk of irreparable injury to the Golf Club or its Members; or

(F) filing a compulsory counterclaim.

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

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

3.10 **Official Records**. The official records of the Golf Club, as amended, shall be maintained within the State of Florida and must be open to inspection and available for photocopying as provided for in Section 720.303, Florida Statutes (2013). The Golf 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 Golf Club shall maintain an adequate number of copies of the Golf Club Documents, to ensure their availability to Members and to prospective purchasers, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 **Rules and Regulations**. Subject to the Golf Club Documents, and any other applicable recorded instrument, the Golf Club shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of Golf Club Common Areas. No Golf Club Common Areas shall be used in violation of any rule or regulation adopted by the Golf Club pursuant to Section 4.l (F) of the Bylaws.

3.12 **Acquisition of Property**. The Golf Club has the power to acquire property, both real and personal. The power to acquire property shall be exercised by the Board of Directors up to a maximum of $100,000.00 in total expenditures per fiscal year, in the aggregate, without prior membership approval. Acquisition of property, both real and personal exceeding the annual provision of $100,000.00 but less than one million dollars ($1,000,000.00) in the aggregate during any fiscal year shall require the prior approval of at least a majority of the voting interests present and voting, in person or by proxy, at a meeting of the membership at which a quorum has been attained and prior approval of at least two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at a meeting of the membership at which a quorum has been attained is required for acquisitions of property costing one million dollars or more in the aggregate. The foregoing notwithstanding, as provided in Section 8.8 and 8.9 below, no approval of the voting interests is required when the Golf Club is foreclosing its lien for assessments, fees or charges.

3.13 **Disposition of Property**. Any property owned by the Golf Club, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 3.12 above.

**Community Development District**. Portions of Bonita National Golf Club are subject to a Community Development District, as defined in Chapter 190, Florida Statutes. The CDD may provide and operate certain urban infrastructure facilities and services and have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The term "Assessments" as used in this Section 3.14 refers to assessments defined in Chapter 190, Florida Statutes, not as defined in Chapter 720, Florida Statutes, or this Golf Declaration. The CDD may be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities, including but not limited to, indoor and outdoor recreational, cultural and educational uses, security and mosquito control. There may be plat dedications of such systems and facilities to entities other than the CDD which were offered prior to establishment of the CDD and have not been accepted by said entities. Said systems and facilities may instead be conveyed to the CDD.

4. **GOLF CLUB MEMBERSHIP AND VOTING RIGHTS**. Every Owner of record legal title to a Lot or Living Unit subjected to this Golf Declaration shall be a Member of the Golf Club as further defined in Section 4.1 below. Owner membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Golf Members shall be as set forth in this Declaration, in the Articles of Incorporation and Bylaws of the Golf Club and other Golf Club Documents.

4.1 **Classes of Golf Membership**. The Golf Club will have one (1) class of voting membership as follows:

(A) **Golf Members**. Every Owner of a Lot or Living Unit shall be a Golf Member, which Golf Membership has been given as an appurtenance. Golf Members shall be all Owners of Lots or Living Units submitted to this Declaration. Golf Members shall have full rights of use in the Club Common Areas and facilities, including full golfing privileges. The actual number of golf memberships is 866. Except for temporary delegations as provided in Section 4.5 below, a Golf Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit to which a Golf Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his property. Golf Member's rights to use the golf course and other recreation facilities shall be limited as set forth in this Declaration and in the Golf Club Documents. Any attempt to separate the golf membership from the interest in real property upon which it is based shall be null and void.

4.2 **"Golf Member for the Day" – "Private Club."** In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Golf Club may create a daily golf membership to facilitate dispensing of alcoholic beverages to daily guests of the Golf Club. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Golf Club for daily golf membership. In all events, any daily guest who has been charged for and paid a greens fee for use of the golf course shall be considered a Golf Member for that day.

4.3 **Use of the Golf Course and Golf Club Common Areas**. The Owners of each Lot or Living Unit subject to the Golf Declaration are entitled to only one (1) golf membership. Use rights in the golf course for each such golf membership shall be limited as described in Section 1.7 above. Golf Members of the golf course shall be entitled to non-exclusive use of the golf course and other golf Club Common Areas in accordance with the Golf Club Documents and other applicable rules and regulations. However, there is

no guarantee that there will be availability for the golf course or Golf Club Common Areas at any particular time. Availability of the Golf Club Common Areas may be limited by weather, season, exceeded capacity or other factors affecting playability of the golf course. The Golf Club shall not be liable under any circumstances for a Golf Member's inability to access the Golf Club Common Areas from time to time.

4.4 **Golf Club Rights and Easements**. Golf Members in good standing have the non- exclusive right to use the Golf Club Common Areas subject to:

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

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

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

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

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

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

(G) The right of the Golf Club, by and through its Board of Directors, to borrow up to one million dollars ($1,000,000.00) with the prior assent of a majority of the voting interests present and voting, in person or by proxy at a meeting of the membership at which a quorum has been attained, and with the prior assent of at least two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy at a meeting of the membership at which a quorum has been attained to borrow more than one million dollars ($1,000,000.00) for the purpose of improving the Golf Club Common Areas, and in aid thereof, to mortgage Golf Club Common Areas. The above approval requirement, however, shall not apply to borrowing incurred to fund repairs and/or restoration to existing assets following a casualty and the Board shall, for this purpose, be authorized to borrow amounts necessary, in its reasonable discretion, to repair and restore the Golf Club assets;

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

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

(J) The right of the Golf Club, by and through its Board of Directors, to regulate parking and traffic on the Golf Club Common Areas;

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

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

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

4.5 **Delegation of Use Rights In Common Areas**. Guests accompanied by a Member shall have the right to use the Golf Club Common Areas, but only to the extent provided in Section 2.6 of the Bylaws, or in the Golf 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 Golf Member shall be financially and legally responsible to the Golf Club for the actions and debts to the Golf Club of any guest or person to whom the Golf Member has delegated his right to use the Golf Club Common Areas. The Member may not delegate the obligation to pay Golf Club assessments. Upon the lease of a Lot or Living unit to which a Golf Membership is appurtenant, the lessor may retain the right to use the Golf Membership, in which case the tenant shall have no such rights. However, upon prior written approval of the Golf Club, a Golf Member may delegate his privileges to a tenant that resides in the Living Unit during the time of the tenancy. If a Golf Member delegates his privileges to a tenant residing in his Living Unit, the Golf Member shall not be entitled to use of the Golf Club Common Areas, except as a Guest of another Golf Member, during the period of the delegation.

4.6 **Separation of Ownership**. Except as otherwise specifically provided by this Declaration, the ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot or Living Unit, hold Membership in the Golf Club.

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

5 **USE RESTRICTIONS**. The Golf Club may promulgate additional rules and regulation to govern the use of property within the Golf Club and the Golf Club Common Areas and the conduct of the users of the Golf Club Common Areas. The Golf Club shall operate, insure, maintain and repair all property and related improvements designated as Golf Club Common Areas, regardless of whether legal title to that property has been formally conveyed to the Golf Club.

6 **DISCLAIMER REGARDING GOLF COURSE**. Each Golf Member, on his or her own behalf and on behalf of any Guest or tenant, is hereby deemed to acknowledge and accept the following inherent risks associated with the golf course:

(A) maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to 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 susceptible to being easily controlled and accordingly may strike any Golf Member, Guest or other user of the golf course.

The Golf Club and its Golf Members (in their capacity as Golf Members), and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, arising out of, or in any way connected with, the use of the Golf Club Common Areas by a Golf Member, Guest or any other invitee of a Golf Member or Guest.

## 7 COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

7.1 **Designation**. The Board of Directors shall have the right, and the power, in its sole discretion, to determine which parts of the Golf Club Property shall be Golf Club Common Areas, and to convey, lease or grant a license or other right to use real property within the Golf Club Property or Golf Club Common Areas.

(A) Any such conveyance, lease or grant of license or use right may be exclusive or non-exclusive, so that persons or entities other than the Golf Club may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted.

(B) The Golf Club shall have the right to charge reasonable fees, rents, or other charges for the use of the property.

7.2 **Conveyance and Use**. As of the date of this amendment, it is contemplated that Lennar Homes, LLC, as original Declarant, shall convey portions of the Golf Club Common Areas to the Golf Club by quit claim deed, and the Golf Club shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. Commencing with the date this Golf Declaration is recorded in the Public Records of the County, the Golf Club shall be responsible for the maintenance and administration of all areas and facilities designated as Golf Club Common Areas.

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

(B) Lennar Homes, LLC intends to convey property to the Golf Club in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Golf Club must accept such property, including any governmental permits pertaining to said property.

7.3 **Maintenance and Alteration**. The Golf Club is responsible for the maintenance, repair, replacement, insurance, protection and control of all Golf Club 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 expenditure of funds towards material alteration(s) of or substantial addition(s) to the Golf Club Common Areas to alter and/ or improve Club assets beyond normal maintenance and repair or replacement costing more than $100,000, but less than one million dollars ($1,000,000) in the total aggregate during any fiscal year unless first approved by a majority of the voting interests of the Golf Club present and voting, in person or by proxy at a meeting of the membership at which a quorum has been attained; and there shall be no material alterations of or substantial additions to the Club Common Areas costing one million dollars ($1,000,000) or more in the total aggregate unless first approved by at least two-thirds (2/3rds) of the voting interests of the Golf Club present and voting, in person or by proxy at a meeting of the membership at which a quorum has been attained. However, if work that is reasonably necessary to meet the Golf Club's obligations under the first sentence of this Section 7.3 also constitutes a material alteration or substantial addition, no prior Golf Membership approval is required.

7.4 **Partition, Subdivision and Encumbrance**. Except as herein provided, the Golf Club Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered. The foregoing shall not be construed to limit the authority of the Golf Club through its Board of Directors to grant such easements over, across and through the Golf Club Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Golf Members. Nothing herein shall be construed to prohibit judicial partition of any Lot or Living Unit, owned in co-tenancy.

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

## 8 GOLF ASSESSMENTS.

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

(A) Annual Assessments.

(B) Special Assessments.

(C) Resale Capital Assessments and other fees or charges (including fines) imposed against one or more Lots or Living Units, as provided for elsewhere in this Declaration, the Bylaws or the Golf Club Documents.

(D) Except as otherwise provided in Section 8.10 below as to certain mortgagees, no Golf Member may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot or Living Unit, or the Golf Club Common Areas, or otherwise.

(E) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 6 of the Bylaws.

(F) The Owner of each Lot or Living Unit regardless of how title was acquired is liable for all assessments coming due while he or she is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 11.2 below, whenever title to a Lot or Living Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

(G) No land shall be subject to assessment by the Golf Club if it is a Golf Club 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 Living Units shall be subject to assessment.

8.2 **Purposes of Assessments**:

(A) For the improvement, maintenance, protection and operation of the Golf Club, Golf Club Common Areas, Golf Club equipment and facilities; and to establish and maintain adequate repair and replacement reserves;

(B) Where deemed desirable by the Board of Directors, to provide services of general benefit to the Golf Members;

(C) To pay the operating expenses of the Golf Club; and

(D) For such other purposes and uses as are authorized by the Golf Club Documents as amended from time to time.

8.3 **Imposition of Annual Assessments**. Upon the closing of the sale of each Lot or Living Unit subject to these Golf Club Documents to a purchaser, and on the first day of each fiscal year thereafter, an annual assessment shall be assessed against each Lot or Living Unit. The annual assessment for the year in which the initial sale occurred shall be prorated to the actual date of closing.

8.4 **Amount of Annual Assessments**. The amount of the annual assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment.

8.5 **Special Assessments**. Any special assessments levied by the Golf Club's Board of Directors shall be assessed equally against all Lots and Living Units.

8.6 **Charges**. Any charge by the Golf Club authorized by law or by the Golf Club Documents to be imposed on less than all of the Lots or Living Units shall not be deemed an assessment. Payment may be enforced as provided in 8.8 and 8.9 below.

8.7 **Lien**. The Golf Club has a lien on each Lot and Living Unit subject to these Golf Club Documents for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Golf Club in enforcing this lien. The lien relates back to the date of recording this Golf Declaration in the Public Records of Lee County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal

description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Golf Club. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorney's fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

8.8 **Foreclosure of Lien**. Unless a different method is required by Florida law, as amended from time to time, the Golf Club's lien may be foreclosed by the procedures and in the manner provided in Section 720.3085, Florida Statutes (2013), as it may be amended from time to time, for the foreclosure of a lien for unpaid assessments. The Golf Club may also bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

8.9 **Priority of Lien**. Notwithstanding anything to the contrary herein, if any first mortgage or other person, persons, or entity obtains title to a Lot or Living Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage or record, such acquirer of title, shall be liable for the share of assessments pertaining to such Lot or Living Unit or chargeable to the former record Owner of legal title, 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 or record as provided in Section 720.3085, Florida Statutes (2013), as amended from time to time. The foregoing limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Golf Club, regardless of when the lease was executed. The relative priority of the Golf Club's lien to that of any other association shall be determined by the order of their recording in the public records.

8.10 **Resale Capital Contribution**. The Golf Club may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Golf Member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Golf Member or the transferor's current spouse without changing occupancy, solely for estate planning or tax reasons, or to a former spouse as the result of divorce. Resale Capital Contributions shall be considered an assessment and can be collected as such in accordance with the provisions this Article. These funds received will be solely used for Capital Reserve expenditures to enhance and improve the Clubs common area components to the benefit of the unit owners within Bonita National Golf Club, Inc.

8.11 **Ownership**. Assessments, Resale Capital Assessments, and charges collected by or on behalf of the Golf Club become Golf Club property; no Owner has the right to claim, assign or transfer any interest

therein except as an appurtenance to his Lot or Living Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

8.12 **Failure to Pay Assessments**. In addition to all other remedies provided herein or by law, the Golf Club may suspend the common area use rights and the voting rights of a Member due to nonpayment of any monetary obligation to the Golf Club which is more than 90 days delinquent for so long as the Member remains delinquent. Furthermore, notwithstanding any other remedy available to the Golf Club under this Golf Declaration, the Bylaws or applicable law, the Golf Club shall have the following options when payment of assessments or charges are in default (more than ten days in arrears), the Golf Club may, without order of the court, direct rental income (by written notice to the tenant with copy to the Owner) from Lots or Living Units in default to be paid directly to the Golf Club until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. As an alternative, the Golf 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 unit in default paid directly to the Golf Club, the court registry, or a receiver, as the Court may direct.

8.13 **Budgeting for Reserves**. The Board may, but shall not be obligated to, periodically prepare a reserve budget. In the event that the Board elects to fund voluntary, non-statutory reserves under this Section 8.14, the reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Funding for any such reserves shall be funded through resale capital contributions specified in Section 8.10 and other regular and special Assessments authorized by these Golf Club Documents; provided, however, the Board may, but shall not be obligated, to include a capital contribution in the Common Expense budget to fund reserves.

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

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

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

(A) the Golf Club;

(B) a Golf Member;

(C) any occupant of a Living Unit;

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

(E) any tenants, guests, or invitees occupying a parcel or using the Golf Club Common Areas.

9.3 **Damages and Attorney's Fees**. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Golf Club Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Golf Club 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 attorney's fees and court costs (including those resulting from appellate proceedings).

9.4 **Fines:**

(A) In addition to the means of enforcement provided elsewhere herein, the Golf Club shall have the right to assess fines against a Lot or Living Unit, an Owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Golf Club regarding the use Golf Club Property. Each such violator and the Golf Member shall be given at least fourteen (14) days written notice of the alleged violation and the opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors in accordance with Section 720.305 (2) (b), Florida Statutes. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Golf Declaration, Articles, Bylaws, or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Golf Club. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Golf Club. The amount of such fine shall not exceed Five Hundred Dollars ($500.00) per violation, per day. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine for a continuing violation may not exceed Five Thousand Dollars ($5,000.00). The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which fines have levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees. Unless otherwise provided by Section 720.302, Florida Statutes, a fine of One Thousand Dollars ($1,000.00) or more may become a lien against the Lot or Living Unit.

(B) **Collection of fines**. A fine shall be treated as a special charge due to the Golf Club thirty (30) days after written notice from the Golf 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. Fines not paid after ninety (90) days may result in the suspension of use rights pursuant to Section 2.7 of the Bylaws.

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

(D) **Nonexclusive remedy**. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Golf Club may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that

the Golf Club may otherwise be entitled to recover at law from such Owner.

9.5 **Suspension of Use Rights**. To the extent lawful, the Board of Directors may suspend the right of any Golf Member, or his guests, tenants, or family members, to use Golf Club Common Areas for a reasonable time as punishment for one or more infractions of Golf Club rules and regulations by the Golf Member, his family, guests or tenants. No such suspension shall affect the Golf Member's right of access to his Lot or Living Unit.

(A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Golf 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 suspension, it may not be imposed in accordance with Florida Statute.

(B) The notice and hearing requirements of the previous paragraph do not apply to the imposition of suspensions upon any Member because of the failure of the Member to pay assessments or other charges within 90 days of the due date.

(C) Suspension of Golf Club Common Area use rights shall not impair the right of an Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from his Lot or Living Unit, including, but not limited to, the right to park.

9.6 **Golf Joint Enforcement.** The Golf Club through its Board may enter into an agreement with the Association to establish procedures for the joint enforcement of the various governing documents and rules and regulations of the Golf Club and Association. In the event the Golf Club and the Association enter into such Joint Enforcement Agreement, the Golf Club shall have the authority to impose common facility use right suspensions in the Common Areas of the Association for the violation of the Governing Documents and/or rules and regulations of the Golf Club. The right to impose such common facility use right suspensions pursuant to a Joint Enforcement Agreement, is in addition to any other enforcement rights contained herein, including the right to impose common facility use right suspensions of the common areas of the Association for violations of the governing documents or rules and regulations of the Golf Club.

10 **SECURITY; NON-LIABILITY OF THE GOLF CLUB**.

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

**THE GOLF CLUB IS NOT AN INSURER OR GUARANTOR OF SECURITY FOR PERSONS OR PROPERTY WITHIN BONITA NATIONAL.**

**THE GOLF 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 GOLF CLUB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM**

**SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN BONITA NATIONAL.**

11 **RIGHTS OF MORTGAGEES**.

11.1 **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 Golf Club Common Areas, the record holder of any first mortgage on the Golf Club Common Areas who has requested such notice in writing, shall be entitled to written notice.

11.2 **Mortgage Foreclosure**. Except as otherwise provided by Florida law as amended from time to time, a first mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure in which the Golf Club has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., which currently requires the lender to pay the Golf Club the lesser of 1% of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender, and as Chapter 720, Fla Stat., may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. 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 successors and assigns. No Owner or acquirer of title to a Lot or Living Unit by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

11.3 **Right to Inspect Documents and Books**. The Golf Club shall make available to Institutional Mortgagees requesting the current Club Documents and Rules and Regulations of the Golf Club and financial statements of the Golf 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 the same.

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

11.5 **Lender's Notices**. Upon written request to the Golf 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 or Living Unit on which it holds a mortgage.

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

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

holders.

12 **DURATION OF COVENANTS; AMENDMENTS.**

12.1 **Duration of Covenants**. The covenants, conditions, easements and restrictions in this Golf Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the Golf Club, and any Member, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99) anniversary of the date of recording this Golf Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Golf Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Golf Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten
(10) year period, until terminated as provided below.

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

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

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

12.5 **Vote Required.** Except as otherwise provided by law, or by specific provision of this Golf Declaration, including but not limited to Sections 12.7, below, a proposed amendment to this Golf Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least a majority of the voting interests present and voting, in person or by proxy or by electronic voting, at a meeting of the membership at which a quorum has been attained, provided that notice of the text of each proposed amendment was sent to the Golf Members with notice of the meeting.

12.6 **Certificate; Recording**. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Golf Declaration, which certificate shall be executed by officers of the Golf Club with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The

certificate must set forth the location in the public records of the County where this Golf Declaration was originally recorded.

12.7 **Exceptions**. Wherever in this Golf Declaration the consent, approval, or affirmative vote of two- thirds (2/3rds) or more of the voting interests of the Golf 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.

## 13 GENERAL AND PROCEDURAL PROVISIONS.

13.1 **Other Documents**. The Golf Club shall have such rights, powers, duties, and privileges as are set forth in the Golf Club Documents; this Golf Declaration and its provisions shall prevail in all events of conflict.

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

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

13.4 **Dissolution**. If the Golf Club is dissolved other than by a merger or consolidation as provided for above, each Lot or Living Unit, shall continue to be subject to the assessments provided for in Section 8 of this Golf Declaration, and each Owner shall continue to be personally obligated to the Golf Club or the successor or assigns of the Golf Club (as the case may be) for such assessment to the extent that such assessments are required to enable the Golf Club or any such successors or assigns acquiring any real property previously owned by the Golf Club to properly maintain, operate and preserve it.

13.5 **Gender; Number**. Wherever in this Golf 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.

13.6 **Notices:**

(A) **To the Club**. Notices to the Golf Club shall be in writing and delivered or mailed to the Golf 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 Golf Club.

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

13.7 **Construction**. The provisions of this Golf Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth

herein, including the premises.

13.8 **Captions, Headings and Titles**. Captions, headings, capitalization of certain words, and titles inserted throughout the Golf Club 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 Golf Club Documents.

13.9 **Interpretation**. The Board of Directors of the Golf Club shall be responsible for interpreting the provisions of the Golf Club 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.

13.10 **Applicable Statutes**. The validity, application, and construction of this Golf Declaration and its exhibits shall be governed by the Laws of Florida as they exist on the date of recording this Golf Declaration.

**Rights Limited to Express Terms of Golf Club Documents**. Every Member of the Golf Club acknowledges that his or her rights, duties or obligations are limited to the express terms of the Golf Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations (Golf Club Documents). Every prospective Member should make his decision to purchase within Bonita National based upon these representations as set out in the Golf Club Documents which contain the entire understanding of the parties and no prior or present agreements or representation shall be binding upon the Golf Club unless included in the Golf Club Documents.

**EXHIBIT "A"**

That certain plat known as Bonita National, a subdivision, as recorded in Official Records Instrument No. 2015000023533, Public Records of Lee County, Florida

NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS AND AMENDMENTS THERETO.

**EXHIBIT "C"**

**BYLAWS OF**
**BONITA NATIONAL GOLF CLUB, INC.**

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

1.1 **Principal Office**. The principal office of this corporation shall be located at 17501 Bonita National Blvd, Bonita Springs, FL 34135, and subsequently at such other place as may be established by resolution of the Board of Directors.

1.2 **Definitions**. All terms defined in the Declaration of Covenants, Condition and Restrictions for Bonita National Golf Club (the "Golf Declaration") to which these Bylaws were attached as an exhibit when it was originally recorded, shall be used with the same meanings as defined therein and/or as subsequently amended.

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

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

2.1 **Voting Rights; Voting Interests**. The voting rights appurtenant to golf membership shall

be as follows:

(A) **Regular Golf Members** - Each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the Golf Members in good standing are entitled to vote.

(B) **Transfer Members** - Transfer Members shall have no voting rights whatsoever.

The total number of voting interests of the Golf Club shall be equal to the number of Lots and Living Units which exist in the Golf Club.

2.2 **Method of Voting**. All votes of the Golf Members pertaining to the Golf Club, including the election of Directors, shall be cast by the individual Golf Members who shall have one (1) indivisible vote in all matters which Golf Members are entitled to vote. Nothing herein shall require the use of secret ballots unless such use is required by law.

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

2.4 **Transfer of Golf Membership**. Except as provided in Section 2.6 below, no Golf Member may transfer his Golf Club membership, except as an appurtenance to his Lot or Living Unit. The Golf Club shall be entitled to charge an administrative transfer fee for each transfer in addition to any other charges, fees or assessments set forth in the Golf Club Documents. The amount of the transfer fee shall be set by the Board in its sole discretion, but shall be uniformly applied. When a Golf Member ceases to be an Owner, his golf membership shall cease. The termination of golf membership in the Golf Club does not relieve or release any former Golf Member from liability or obligation incurred under or in any way connected with the Golf Club during the period of his golf membership, nor does it impair any rights or remedies which the Golf Club may have against any former Golf Member arising out of or in any way connected with such golf membership and the covenants and obligations incident thereto.

2.5 **Rights and Privileges of Golf Members**.

(A) Every Golf Member in good standing shall have the right to:

(1) Have his vote cast at the meetings of the Golf Members unless properly suspended by the Golf Club as authorized by Florida law;

(2) Unless otherwise deemed ineligible by Florida law, serve on the Board if elected;

(3) Unless otherwise deemed ineligible by Florida law, serve on committees; and

(4) Attend golf membership meetings.

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

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

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

2.6 **Delegation of Rights to use Golf Club Common Areas**.

(A) In accordance with Section 4.5 of the Golf Declaration, a Golf Member may delegate his privilege to use the Golf Club Common Areas to:

(1) A reasonable number of guests, but only if accompanied by the Golf Member as further set forth in the Rules and Regulations; or

(2) Residential tenants who reside in the Golf Member's Living Unit

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

(C) A Golf Member who has delegated his use privileges and is not in residence in Bonita National may not use Golf Club Common Areas during the period of the delegation, except as a Guest of another Golf Member. A Golf Member may not be the Guest of his tenant.

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

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

(F) The delegation of golf membership is subject to the one (1) family limitation described in Section 4.3 of the Golf Declaration and such resolutions as passed by the Golf Board.

2.7 **Suspension of Golf Membership**. As further provided in the Golf Declaration, the Board may suspend a Golf Member's golf membership in the Golf Club:

(A) For the period of time during which an assessment or other monetary obligation against the Member remains unpaid more than ninety (90) days after the date it was due and payable; or

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

(C) The Golf Club shall provide at least fourteen (14) days written notice of an alleged violation and the opportunity for a hearing before a committee of at least three (3) Members appointed by the Board in accordance with Section 720.305(2)(b), Florida Statutes, concerning the violation, misuse, abuse, or intentional destruction of Golf Club Property, real or personal. Golf membership shall not be suspended until the Golf Member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any Golf Member's golf membership temporarily revokes the Golf Member's rights and privileges to use and enjoy Golf Club Common Areas and facilities and to participate in Golf Club affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Golf Club to assess and collect any future assessment and lien, nor shall it impair the Golf Member's right of access to, and use of, his own property in a manner consistent with the Golf Club Documents. The right of the Golf Member to vote may not be suspended unless, in accord with Section 720.305 (4), Florida Statutes, the Member is more than 90 days delinquent in the payment of any monetary obligation. The notice and hearing requirements of this Section do not apply to a suspension under subsection 2.7(A) above. All suspensions imposed for the nonpayment of a monetary obligation must be approved at a properly noticed Board Meeting. Upon approval the Golf Club must notify the Lot Owner and Occupant by mail or hand delivery.

2.8 **Joint Enforcement.** Please refer to section 9.6 of the Declarations of Covenants, Conditions and Restrictions.

## 3. GOLF MEMBERS' MEETINGS.

3.1 **Annual Meeting**. The annual meeting shall be held in Lee County during either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Golf Members. The annual meeting is a

general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 **Special Golf Members' Meetings**. Special Golf Members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by voting representatives of at least ten percent (10%) of the Golf Members entitled to vote. 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(s) specified in the request or contained in the notice of meeting.

3.3 **Quorum**. A quorum shall be attained at an Annual meeting or a Special Members Meeting requiring a vote of the membership by the presence in person or by proxy of at least thirty percent (30%) of the total voting interests

3.4 **Vote Required to Transact Business**. Any act 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 Golf Members, unless a higher vote is specifically required by law or by the Golf Club Documents.

3.5 **Notice of Meetings**. Written notice of Member meetings shall be electronically transmitted, mailed or delivered to the address last provided to the Golf Club by the Golf Member. The notices must be electronically transmitted, mailed or delivered by the Golf Club not less than fourteen (14) days prior to the date of the meeting.

3.6 **Adjourned Meetings**. Any duly called meeting of the Golf Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(7), Florida Statutes as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 607.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are Golf Members as of the new record date but were not Golf Members as of the previous record date.

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

(A) Call to order

(B) Determination that a quorum has been attained
(C) Proof of Notice
(D) Approval of minutes of last Members' meeting
(E) Reports of Officers
(F) Reports of Committees
(G) Election of Directors (when appropriate)
(H) Old Business
(I) New Business
(J) Management Report
(K) Member Questions
(L) Adjournment

3.8 **Minutes**. Minutes of all meetings of the Golf Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.9 **Parliamentary Rules**. Roberts' Rules of Order (latest edition) shall govern the conduct of the Golf Club meetings when not in conflict with the law, with the Golf 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.

3.10 **Action by Golf Members without a Meeting**. Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Golf Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Golf Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary and/or Management within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Golf Members held on the ninetieth (90th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Golf Members who have not consented in writing. Nothing in this paragraph affects the rights of Golf Members to call a special meeting of the golf membership, as provided for by Section 3.2 above, or by law.

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

4.1 **Powers**. The Board shall have the authority to:

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

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

(C) Establish, levy, assess and collect any assessment or charge provided for in the Golf Club Documents.

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

(E) To borrow money in accordance with Section 4.4 (G) of the Golf Club Declaration for Golf Club purposes, and assign, pledge, mortgage or encumber any Golf Club Common Areas or future revenues of the Golf Club as security therefor;

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

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

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

(I) Make improvements to the Golf Club Common Areas subject to the requirements and restrictions set forth in Section 7.3 of the Golf Club Declaration.

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

(K) Acquire property, real or personal, subject to the requirements and restrictions set forth in Section 3.12 of the Golf Club Declaration and enter into agreements with any persons, relating to the orderly transfer of property from said person to the Golf Club and such other matters as the Board may deem appropriate.

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

4.2 **Number Qualifications**. The Board of Directors shall consist of seven (7) Directors elected by the Golf Club Members Each Director elected by the regular Golf Members must be a Golf Member, or a constituent of a Golf Member's "family" as defined in Section 4.3 of the Declaration; however, in no event shall more than one (1) Golf Member or their "Family" as defined above be eligible to serve on the Golf Club Board unless they own more than one (1) Lot or Living Unit, at which time there may be one (1) Golf Club Director eligible per Lot or Living Unit.

4.3 **Term of Office**. In order to provide for a continuity of experience a system of staggered terms of office was established at the Turnover Meeting with three (3) Directors each elected for a term that ended at the next annual meeting of the Golf Club, and four (4) Directors elected for a term which expires at the second annual meeting after the Turnover meeting. Thereafter, each Director shall be elected for a term of two (2) years, which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is to be elected and whereby there are four (4) Directors elected in odd numbered years and three (3) Directors elected in even numbered years. No Director may serve more than six (6) consecutive years. A resignation must be in writing to be effective, and may not be revoked once received by the Golf Club.

4.4 **Nominations and Elections**. All Golf Members in good standing are entitled to vote in the election of the Directors.

4.4.1 **Candidates**. The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate and have his name on the ballot, by notifying the Golf Club in writing, at least forty (40) days in advance of the election, of his intent to be a candidate for any vacancy which he is eligible to fill. All eligible candidates giving timely written notice of their intent to be a candidate may include an information sheet describing their background and qualifications and shall be listed alphabetically by surname on any ballots distributed or used by the Golf Club. Nomination at the meeting at which the election is to be held are not permitted. Candidates must not be subject to the disqualifications set forth in 720 Florida Statutes.

4.4.2 **Election of Directors and Voting Materials**. Not less than sixty (60) days before the election, the Association shall mail, deliver or electronically transmit a first notice of the election to the owners of each parcel entitled to vote and include an invitation for members to declare their intent to become candidates for any upcoming board vacancies. Candidates shall have a

reasonable opportunity to communicate their qualifications to the Golf Members and to solicit votes at their own expense. Any written materials distributed to the Golf Members by the Golf Club regarding an election shall be non-partisan, and Golf 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 Golf Club shall endorse, disparage, or comment on any candidate or indicate whether a candidate is an incumbent, however the Golf Club shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. Not less than fourteen (14) days prior to the election, the Association must mail, deliver or electronically transmit a second notice of the election to the owners of each parcel entitled to vote. The notice will include an agenda, a list of candidates, the candidate information sheets, and a ballot with instructions of how it may be cast. Ballots may be cast in writing or by means of electronic voting software.

4.4.3 **Balloting**. Elections shall be by written ballot or through an on-line internet voting system in accord with a resolution adopted by the Golf Club Board authorizing electronic voting. The candidate who receives a plurality of the votes cast shall be elected. Each Member may cast as many votes as there are Directors to be elected, but not more than one vote for any candidate. Each Member may also cast one vote for each Director to be elected, it being the intent hereof that cumulative voting is prohibited. Election ballots shall be cast by the Golf Members directly with the Golf Club, which shall count the ballots at a Golf Club Annual Meeting which is properly noticed and open to all Golf Members. Any ballots received after the first vote is counted at the Golf Club Annual Meeting shall be invalid.

4.4.4 **Vote Counting**. On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable and add thereto the results of any electronic votes received in order to achieve a final tally. The Board (or its designees) shall assure that only one vote per Membership is counted. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

4.4.5 **Certification**. Within ninety (90) days after being elected or appointed to the Board, each Director is required to meet and maintain the certification requirements set forth in Florida Statutes 720.3033 (1). Any Director who does not timely file the written certification or educational certificate is

suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Golf Club shall retain each director's written certification or educational certificate for five (5) years after the Director's election; however, the failure to retain the certificate does not affect the validity of any Board action. In addition to the initial certification outlined above, each Director shall complete at least 4 hours of continuing education annually. The Golf Board of Directors must comply with the Corporate Transparency ACT (CTA) annually as required by Federal Law.

4.5 **Vacancies and removal from the Board**. If the office of any Director or Directors becomes vacant for any reason, other than the recall of a Director by the membership, a majority of the remaining Directors, though if less than a quorum, shall promptly choose a successor or successors, who may hold office for the remaining term. Filling of vacancies created by recall shall be governed by Florida Statute 720.303(10). If a vacancy occurs less than ninety (90 days) from the Annual meeting, the vacancy may be filled or left open at the discretion of the Board of Directors. If for any reason there are circumstances that arise in which no Directors are serving and the entire Board is vacant, the Golf Members shall elect successors at a special meeting by the same method as is provided for in Section 4.2 through 4.4 above. A Director or Officer may be removed from the Board or suspended with or without cause by a vote of a majority of the voting interests. A Director or Officer charged with an offense defined by Florida Statute 720.3033(4) will be removed. The Board shall fill the vacancy according to general law until the end of the period of suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without the acceptance of a plea of guilty or nolo contendere, the Director of Officer shall be reinstated for any remainder of his or her term of office. A Director appointed the Board in their place shall leave the Board and shall not be precluded from running for the reinstated Director's position when the reinstated Director's successor was originally scheduled to be elected.

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

4.7 **Regular Meetings**. Regular meetings of the Board shall be held at such time and place in Lee 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, email or facsimile, at least ten (10) days before the day named for such meeting. At regular meetings, any business of the Golf Club may be transacted. If any Director elected by the Golf Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.8 **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 two (2) days notice of a special meeting shall be given to each Director, personally or by mail, email or facsimile, 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.

4.9 **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.

4.10 **Board Meetings; Notice to Golf Members**. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Golf Club business. All meetings of the Board shall be open to all Golf Members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Golf 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. Any Owner may tape-record or videotape meetings of the Board and meetings of the Golf Members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the Golf Membership.

4.11 **Quorum of Directors**. A quorum at a Board meeting shall exist only when a majority of all Directors are gathered for the meeting. 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.

4.12 **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.

4.13 **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.

4.14 **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.

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

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

4.17 **Emergency Powers**. In the event of an "emergency" as defined in Paragraph 4.18.7 below, the Board of Directors of the Golf Club may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

4.17.1 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 Golf Club.

4.17.2 The Board may relocate the principal office or designate alternative principal offices or

authorize the officers to do so.

4.17.3 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.

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

4.17.5 Any officer, Director or employee of the Golf 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.

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

4.17.7 For purposes of this Section, an "emergency" exists only during a period of time that the Golf Club Property, or the immediate geographic area in which the Golf Club Property is located, is subjected to:

(1) a state of emergency declared by governmental 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 Golf Club Property, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism;

(6) any health-related emergency declared by local, state or federal authorities.

4.18 **Committee Meetings**. The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Golf Club Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the Golf Members, to which the Board has delegated its decision-making powers. The meetings of any such committee must be conducted with the same formalities as required for meetings of the Board.

## 5. OFFICERS.

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

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

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

5.4 **Secretary**. The Secretary shall attend the meetings of the Board and meetings of the Golf Members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Golf Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Golf 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 Golf Club Documents. Any of the foregoing duties may be performed by an Assistant Secretary and/or management entity, if any has been designated.

5.5 **Treasurer**. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Golf Club, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Golf Club, and shall deposit all monies and other valuable effects in the name and to the

credit of the Golf Club in such depositories as may be designated by the Board of Directors, and prepare the budget for the Golf Club. He shall be responsible for disbursing the funds of the Golf Club, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Golf Club. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

**6. FISCAL MATTERS**. The provisions for assessments and fiscal management of the Golf Club set forth in the Golf Declaration shall be supplemented by the following provisions:

6.1 **Depository**. The Golf Club shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Golf Club funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

6.2 **Budget**. The Board of Directors 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 owned by the Golf Club, or another person. The Golf 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.

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

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

6.5 **Accounts and Accounting Procedures**. The financial and accounting records of the Golf Club must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

Accurate, itemized, and detailed records of all receipts and expenditures.

(A) A current account and a period statement of the account for each member, designating the name and current address of each Golf 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.

(B) All tax returns, financial statements, and financial reports of the Golf Club.

(C) Any other records that identify, measure, record or communicate financial information.

6.6 **Financial Reporting**. The Golf Club shall prepare an annual financial report within ninety (90) days after the close of the fiscal year. The Golf Club shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the Golf Member. The financial report must consist of either:

(A) Audited financial statements presented in conformity with generally accepted accounting principles.

6.7 **Audits**. The Golf Club shall annually conduct an audit of its financial records. A copy of the audit or other report shall be available on request to each Golf Member.

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

6.9 **Fiscal Year**. The fiscal year for the Golf Club shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in

accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

6.10 **Payment of Assessments**. Annual assessments based on the adopted budgets shall be payable annually, semiannually or in quarterly installments at the discretion of the Board. 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.

6.11 **Special Assessments**. Special assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Golf 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 Golf Members in a manner consistent with law.

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

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

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

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

7.2 **Vote Required**. Except as otherwise provided by law, or by specific provision of the Golf Club Documents, these Bylaws may be amended by concurrence of at least

a majority, of the voting interests present and voting in person or by proxy, at any annual or special meeting of the membership at which a quorum has been attained, provided that the text of any proposed amendment has been given to the Golf Members with notice of the meeting.

7.3 **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 Golf Club with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Golf Declaration was originally recorded.

## 8. MISCELLANEOUS.

8.1 **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.

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

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