



## ARTICLE I

### DEFINITIONS

The following words and phrases when used in this Declaration (unless the context clearly reflects another meaning) shall have the following meanings:

A. "Articles" means the Articles of Incorporation of the Corporation, a copy of which is attached hereto and made a part hereof as Exhibit B and any amendments thereto.

B. "Assessments" means the Individual Unit Assessments, Special Assessments and Individual Expense Assessments and any and all other assessments which are levied by the Corporation in accordance with the provisions of this Declaration, a Supplement or any other Palmira Golf and Country Club Document.

C. "Attorneys' Fees" means: (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.

D. "Benefited Parties" means Declarant, the Corporation, the Neighborhood Associations, the Builders, any agents, employees, invitees or designees of the foregoing and the Owners, their family members, guests, invitees and lessees and their family members, guests and invitees.

E. "Board" means the Board of Directors of the Corporation.

F. "Builder" means any person who or entity which is in the business of constructing dwelling units and purchases a Lot from Declarant for the purpose of construction thereon and sale of one (1) or more Dwelling Units or any person who or entity which contracts to construct a Dwelling Unit owned by another person or entity. A Builder owning a Lot shall be considered an Owner hereunder with respect to each Dwelling Unit allotted to each such Lot, except that a Builder shall not be considered an Owner with respect to the Turnover Date.

G. "Bylaws" means the Bylaws of the Corporation, a copy of which are attached hereto and made a part hereof as Exhibit C and any amendments thereto.

H. "Cable Expenses" means any and all costs and expenses and periodic fees and/or charges incurred by the Corporation and/or the Declarant in the event the Corporation and/or the Declarant enters into an agreement for cable television service and any associated services for the benefit of Palmira Golf and Country Club. Cable Expenses are not Operating Expenses.

I. "CDD" means any one (1) or more Community Development District(s) created with respect to the Total Property. The CDD, if any, may be expanded to include additional property.

J. "Committed Property" means that portion of the Total Property committed to the provisions of this Declaration by the recordation hereof or pursuant to the recordation of a Supplement among the public records of the County.

K. "Committee" means the Architectural Design Control Committee more particularly described in Paragraph III.D hereof.

L. "Condominium Declaration" means a declaration of condominium recorded among the public records of the County by which a particular portion of Palmira Golf and Country Club is submitted to the condominium form of ownership and all amendments thereto.

M. "Contributing Unit(s)" means those Dwelling Units or Lots more particularly described in Paragraph VII.B hereof.

N. "Contributing Unit Owner(s)" means the Owner of a Contributing Unit.

O. "Corporation" means Palmira Golf and Country Club Master Homeowners Association, Inc., a Florida corporation not for profit.

P. "Corporation Common Areas" means those portions of the Committed Property more particularly described in Paragraph III.A.2 hereof.

Q. "County" means Lee County, Florida.

R. "Declarant" means Parklands Development Limited Partnership, a Delaware limited partnership, its corporate successors, grantees and assigns, and any Institutional Mortgagee of Declarant who obtains title to the Committed Property or any portion thereof as a result of foreclosure or a deed given in lieu of foreclosure or the acquirer of such deed; provided, however, such Institutional Mortgagee elects to become the successor Declarant by a written election to be recorded among the public records of the County. Notwithstanding the foregoing, an Institutional Mortgagee may appoint a third party who acquires any portion of the Total Property as Declarant by means of a written appointment recorded among the public records of the County. Any subsequent Declarant shall not be liable for any default or obligation of any prior Declarant, except as same may be expressly assumed by the subsequent Declarant. Notwithstanding the foregoing, no Owner or Builder shall, solely by the purchase of a Dwelling Unit or Lot, be deemed a successor, grantee or assign of Declarant or the rights of Declarant under this Declaration or any other Palmira Golf and Country Club Document unless such Owner or Builder is specifically so designated as a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by Declarant.

S. "Declaration" means this instrument and any and all Supplements and amendments hereto.

T. "DRI" means the Parklands West Development of Regional Impact created as State DRI #4-8788-82 and County Case #89-04-13-01 DRI pursuant to a development order and Resolution by the Board of County Commissioners of Lee County, Florida, adopted March 12, 1990, with respect to the Total Property, as the same may be amended from time to time.

U. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Committed Property including, without limitation, an attached or detached single-family home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any unit contained in any multi-unit residential building regardless of whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

V. "Golf Club" means that privately-owned golf club known as the Palmira Golf Club.

W. "Golf Club Facilities" means the land and Improvements thereon, located within the PUD property, which are owned by the Golf Club Owner, and includes, without limitation, the Golf Course Areas (as described in Subparagraph III.A.5 herein), on which will be constructed a golf course, a clubhouse and related facilities. The Golf Club Facilities are not Corporation Common Areas.

X. "Golf Club Owner" means the owner of the Golf Club and the Golf Club Facilities, which shall initially be Declarant, its successors and assigns.

Y. "Improvement(s)" means any Dwelling Unit, building, structure or improvement of any kind including, but not limited to, any wall, fence, landscaping, planting, topographical feature, mailbox, swimming pool, tennis court, screen enclosure, driveway, sidewalk, sewer, drain, water area, outside lighting or sign and any alteration or addition thereto.

Z. "Individual Expense Assessment" means the Assessment more particularly described in Paragraph VII.E hereof.

AA. "Individual Unit Assessment" means the Assessment more particularly described in Paragraph VII.A hereof.

BB. "Institutional Mortgagee" means any lending institution owning a first mortgage encumbering a Lot or Dwelling Unit or any other portion of the Committed Property, limited to the following:

- (i) Any federal or state savings and loan or building and loan association;

commercial bank, bank, real estate investment trust or mortgage banking company; or any subsidiary thereof; or

(ii) Any "secondary mortgage market institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

(iii) Any pension or profit-sharing fund qualified under the Internal Revenue Code; or

(iv) Any and all investing or lending institutions, or the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage upon any portion of the Committed Property securing such loans; or

(v) Such other institutional lenders as the Board shall hereafter approve in writing as Institutional Mortgagees which have acquired a mortgage or are about to acquire a mortgage upon any portion of the Committed Property; or

(vi) Declarant, if Declarant holds a mortgage on any portion of the Committed Property, and the transferee of any mortgage encumbering the Committed Property which was originally held by Declarant; or

(vii) Any life insurance company; or

(viii) The Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development.

CC. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

DD. "Lake" means any body of water within Palmira Golf and Country Club designated as a "Lake" by Declarant by any Supplement, Plat or site plan of the Committed Property.

EE. "Lakefront Lot" means a Lot which abuts a Lake.

FF. "Late Charges" means any and all late charges, fees or fines levied by the Corporation in connection with any unpaid Assessment and costs of collection of any unpaid Assessment including, but not limited to, Attorneys' Fees and Interest on all such unpaid amounts, including the unpaid Assessment.

GG. "Lot" means a portion of the Committed Property upon which a single Dwelling Unit is or a specific number of Dwelling Units are permitted to be constructed and which is part of the Residential Property.

HH. "Neighborhood" means and refers to any development of Dwelling Units within the Committed Property which is designated as a Neighborhood by Declarant in a written instrument recorded in the public records of the County.

II. "Neighborhood Association" means and refers to any property owners association, owners association, condominium association, or other such entity, their successors and assigns, responsible for administering a Neighborhood. Only those associations, if any, administering fewer Dwelling Units than the Corporation but more Dwelling Units than the next level of association (being known herein as a "Sub-Association") as to any Dwelling Unit, shall be deemed to be Neighborhood Associations. Sub-Associations shall not have the rights with respect to the Corporation as exist in a Neighborhood Association.

JJ. "Neighborhood Common Area" means all real property, including any Improvements thereon, owned or leased by one (1) or more Neighborhood Association(s) or the use and control of which has been granted to a Neighborhood or Neighborhood Association for the common use and enjoyment of the Owners in such Neighborhood and to which Declarant has consented in writing,

which consent shall be recorded in the public records of the County.

KK. "Neighborhood Covenants" means any and all covenants, conditions, restrictions and other provisions imposed by a recorded instrument executed by Declarant or a Builder including, but not limited to, a Non-Condominium Declaration or a Condominium Declaration applicable to one or more specific Neighborhoods within the Committed Property but not to all Neighborhoods within the Committed Property.

LL. "Non-Condominium Declaration" means a land use document recorded among the public records of the County and all amendments thereto which establishes that the Owners of non-condominium Dwelling Units and/or Lots within portions of the Committed Property are members of a Neighborhood Association and whereby certain covenants and use restrictions have been imposed upon such portions of the Committed Property.

MM. "Operating Expenses" means the expenses for which Owners are liable to the Corporation as described in this Declaration and any other Palmira Golf and Country Club Document and include, but are not limited to, the costs and expenses incurred by the Corporation in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Corporation Common Areas or any portion thereof and Improvements thereon and all costs and expenses incurred by the Corporation in carrying out its powers and duties hereunder or under any other Palmira Golf and Country Club Document including, but not limited to, the cost of "Reserves" (as defined in Paragraph VIII.M hereof), if any, and any other expenses designated as Operating Expenses by the Board.

NN. "Owner" means the owner of the fee simple title to a Dwelling Unit or a Lot and includes Declarant for so long as it is the owner of the fee simple title to any Dwelling Unit or Lot.

OO. "Palmira Golf and Country Club" means the multi-staged, planned community known as "Palmira Golf and Country Club" planned for development upon portions of the Total Property and includes the portions of the Uncommitted Property which subsequently become Committed Property by the recording of a Supplement, if any.

PP. "Palmira Golf and Country Club Documents" means in the aggregate this Declaration, any Supplements, any Plats, all replats thereof, any Neighborhood Covenants, the Rules, the Articles and Bylaws and all of the instruments and documents referred to therein or referred to herein including, but not limited to, amendments to any of the foregoing, as applicable.

QQ. "Plat(s)" means a written instrument filed for record in the public records of the County in the manner required by law (which has not been superceded by a subsequent Plat) whereby a portion of the Total Property is described and is subdivided into lots, blocks, parcels or tracts and all or a portion of the real property contained within the Plat becomes Committed Property pursuant to this Declaration or a Supplement. The term "Plat" shall include any plat or replat of a Neighborhood.

RR. "Representative(s)" means the individual(s) more particularly described in Paragraph V.C of the Articles and, where applicable, includes the alternate Representative(s), as described therein.

SS. "Residential Property" means the portions of the Committed Property designated as such in this Declaration or in a Supplement(s) and, collectively, is all portions of the Committed Property (except for those portions designated as the Corporation Common Areas or for other designated use[s]) which may be developed with Dwelling Units as more fully set forth in Article III hereof.

TT. "Rules" means collectively the rules and regulations which the Board may promulgate or impose and thereafter modify, alter, amend, rescind and augment with respect to the use, operation and enjoyment of the Committed Property and any Improvements located thereon (including, but not limited to, establishing reasonable fees for the use of any facilities, establishing hours of such use and the manner of operation) and provided that no such Rules so promulgated shall be in conflict with the provisions of this Declaration, any Supplement or any other Palmira Golf and Country Club Document.

UU. "SFWMD" means the South Florida Water Management District.

VV. "Special Assessment" means the Assessment more particularly described in Paragraph VII.D hereof.

WW. "Supplement" means a document which, when recorded among the public records of the County with respect to all or a portion of the Uncommitted Property, shall commit such property to the provisions of this Declaration and/or which may modify the Declaration as to that portion of the Total Property being committed or which has previously been committed.

XX. "Supplemental Property" means such portions of the Uncommitted Property described in a Supplement for the purpose of committing same to some or all of the terms and provisions of this Declaration.

YY. "Surface Water Management System" means the collection of devices, Improvements or natural systems whereby surface waters and stormwaters are controlled, impounded or obstructed, and includes exfiltration trenches, Lakes, dams, reservoirs, drainage areas, catch basins, storm drains, drainage maintenance easements and those works defined in Section 373.403(1)-(5), Florida Statutes. All or portions of the Surface Water Management System may be dedicated or conveyed to the CDD and/or the SFWMD.

ZZ. "Total Property" means the real property located in the County, more particularly described in Exhibit A attached hereto and made a part hereof, less any portions thereof which are excluded from the Total Property in accordance with Paragraphs II.A.5 or II.A.6 hereof.

AAA. "Town Center Club" means The Palmira Town Center Club, a private fitness club to be developed on property adjacent to the Total Property.

BBB. "Turnover Date" shall mean the date defined in Article X of the Articles.

CCC. "Uncommitted Property" means the portions of the Total Property which are not Committed Property.

## ARTICLE II

### PLAN FOR DEVELOPMENT OF PALMIRA GOLF AND COUNTRY CLUB

#### A. Committed and Uncommitted Property:

1. Declarant intends to develop or cause to be developed upon the Total Property or portions thereof, a multi-staged, planned community to be known as Palmira Golf and Country Club, planned to contain approximately four hundred fifty (450) to six hundred (600) Dwelling Units.

2. Uncommitted Property, other than the Initial Property, may become Committed Property in the manner described in Paragraph II.A.3 hereof. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE TOTAL PROPERTY OR ANY PORTION THEREOF SHALL NOT BE SUBJECT TO THE COVENANTS, RESTRICTIONS, RESERVATIONS, REGULATIONS, BURDENS, LIENS AND EASEMENTS HEREOF UNLESS AND UNTIL THE SAME IS COMMITTED HERETO BY THE RECORDATION HEREOF OR OF A SUPPLEMENT FOR SUCH TOTAL PROPERTY OR ANY PORTION THEREOF AS SET FORTH BELOW.

3. Declarant may from time to time determine to commit all or any portion of the Uncommitted Property to some or all of the land use provisions and other benefits, burdens, restrictions, covenants and provisions contained in this Declaration. This determination shall be made in the sole discretion of Declarant. Each commitment of a portion of the Uncommitted Property to this Declaration shall be made by a specific recitation to that effect in a Supplement. Such Supplement need be executed only by Declarant and does not require the consent of the Corporation, any Neighborhood Association, any of the Owners, any Builder or any Institutional Mortgagee. The Supplement shall describe: (a) the Supplemental Property; (b) the provisions, if any, of this Declaration which shall not apply to the Supplemental Property being committed to this Declaration by said Supplement; (c) any additional provisions applicable to the Supplemental Property; and (d) such other terms and provisions as Declarant deems proper. If a Supplement

recorded by Declarant relates to only a portion of the Uncommitted Property, and if Declarant thereafter determines to commit other portion(s) of the Uncommitted Property to this Declaration, Declarant shall file a Supplement in the specified form described herein for each such additional portion of the Uncommitted Property to be committed hereto. Upon the recordation of a Supplement, to the extent provided in such Supplement, the Supplemental Property described therein shall be committed to the terms and conditions contained in this Declaration and shall be deemed to be Committed Property as fully as though originally designated herein as Committed Property.

4. Declarant reserves the right to add, but in no way shall be obligated to add, additional lands to the Total Property by an amendment to this Declaration describing the additional lands, signed by Declarant alone and recorded in the public records of the County and which shall not require the consent of the Corporation, any Neighborhood Association, any of the Owners, any Builder or any Institutional Mortgagee. Upon the recording of an amendment adding additional lands in the public records of the County, the additional lands described therein shall be deemed part of the Total Property and Uncommitted Property. Should such additional lands be added to the Total Property and the Golf Club Facilities be expanded to include a twenty-seven (27) hole golf course, Palmira Golf and Country Club may expand to include up to nine hundred (900) Dwelling Units.

5. Should Declarant, in its sole discretion, determine, at any time, that all or any part of the Uncommitted Property shall not become part of the Committed Property, Declarant may execute a statement ("Exclusion Statement") to that effect containing a legal description of such portions of the Uncommitted Property. Upon the recordation of an Exclusion Statement among the public records of the County, the property described therein shall no longer be a part of the Uncommitted Property and/or the Total Property.

6. Declarant reserves the right, in its sole discretion, to determine at any time that all or any portion of the Committed Property then owned by Declarant should be withdrawn from all or any portion of the Palmira Golf and Country Club Documents by execution of a statement ("Withdrawal Statement") indicating such intent and determination which shall contain a legal description of such portion of the Committed Property. Upon the recordation of the Withdrawal Statement among the public records of the County, the property described therein shall no longer be part of the Committed Property planned to be developed as part of Palmira Golf and Country Club and such withdrawn property may be developed and/or used by Declarant for any purpose allowed by law. The Withdrawal Statement may also contain an Exclusion Statement providing that the property being withdrawn is also no longer part of the Total Property. Declarant reserves the right to so amend this Declaration without the consent of the Corporation, any Neighborhood Association, any Owner, any Builder or any Institutional Mortgagee. However, in the event any such withdrawal reduces the gross area of the Committed Property by more than thirty-five percent (35%), such withdrawal may not be effected without the consent of the Representatives of the Corporation entitled to cast a majority of the votes of the members of the Corporation, excluding those votes representing the portion of the Committed Property being withdrawn.

**B. Uses of Committed Property:**

All portions of the Committed Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in this Declaration, a Supplement or any other Palmira Golf and Country Club Document as same are applicable to the Committed Property. The provisions of a Supplement or any other Palmira Golf and Country Club Document may additionally restrict specified portions of the Committed Property to specified uses including, but not limited to, Residential Property or the Corporation Common Areas and, as to specified portions of the Corporation Common Areas, to one or more specified uses including, but not limited to, "Recreation Areas," "Open Spaces," "Surface Water Management System" or "Water Management and Retention Easements," as such terms are hereinafter defined, or to easement areas properly granted pursuant to the provisions of Article IV hereinbelow.

**C. Golf Club Facilities:**

The Golf Club, "Golf Course Areas" (as hereinafter defined) and Golf Club Facilities are privately owned and are not and will not be a part of the Corporation Common Areas and may or may not become part of the Committed Property. The Golf Club has the exclusive right to determine, from time to time and in its sole discretion, without notice to or approval by any other party, how and by whom the Golf Club Facilities shall be used. By way of example, but not of

limitation, the Golf Club has the right to determine use and membership rights, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Golf Club Facilities, to transfer any or all of the rights to the Golf Club Facilities or the operation thereof to anyone on any terms which it deems appropriate, to limit the availability of use or membership rights, and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use and/or membership privileges, subject only to any membership plan or agreements or other instruments entered into by the Golf Club. **OWNERSHIP OF A LOT OR DWELLING UNIT, OR ANY PORTION OF THE RESIDENTIAL PROPERTY OR MEMBERSHIP IN THE CORPORATION OR ANY NEIGHBORHOOD ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE GOLF CLUB FACILITIES OR TO ACQUIRE A MEMBERSHIP IN THE GOLF CLUB AND DOES NOT GRANT ANY OWNERSHIP INTEREST OR MEMBERSHIP IN THE GOLF CLUB OR THE GOLF CLUB FACILITIES.**

Each Owner, by acceptance of a deed to any portion of the Residential Property, acknowledges the following:

1. Use of Golf Club Facilities: Privileges to use the Golf Club Facilities shall be subject to the terms and conditions of the membership documents for the Golf Club, as the same may be amended from time to time (the "Membership Plan Documents"). Acquisition of a membership in the Golf Club requires the payment of a membership purchase price called a membership contribution or membership deposit, and membership dues, fees and charges. These amounts shall be determined by the Declarant and/or the Golf Club as set forth in the Membership Plan Documents for the Golf Club. Notwithstanding the fact that the Golf Club Facilities may be deemed open space or a recreation area for purposes of applicable zoning ordinances and regulations or as shown on any Plat, each Owner by acquisition of title to any portion of the Residential Property releases and discharges forever the Declarant, the Corporation, the Golf Club and their respective partners, officers, directors, employees, agents and affiliates, from: (a) any claim that the Golf Club and the Golf Club Facilities are or must be owned and/or operated by the Corporation or the Owners; and/or (b) any claim that the Owners are entitled to use the Golf Club Facilities by virtue of their ownership of a Lot or Dwelling Unit, or any other portion of the Residential Property without acquiring a membership in the Golf Club, paying the applicable membership contribution or membership deposit, and dues, fees and charges established by the Golf Club from time to time, and complying with the terms and conditions of the Membership Plan Documents for the Golf Club.

Each Owner and the Corporation shall jointly and severally indemnify, defend and hold harmless the Declarant, the Golf Club and their respective partners, employees, agents, directors, shareholders, officers and affiliates and their successors and assigns, against and with respect to, and to reimburse the Declarant, the Golf Club and their respective partners, employees, agents, directors, shareholders, officers and affiliates on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, Attorneys' Fees and disbursements (even if incident to any appeals), that the Declarant, the Golf Club and/or any of their respective partners, employees, agents, directors, shareholders, officers and affiliates shall incur or suffer which arise out of, result from or relate to any claim that, because the Golf Club Facilities are deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations or as shown on any Plat, the Golf Club Facilities must be owned and/or operated by the Corporation or the Owners and/or that Owners may use the Golf Club Facilities without acquiring a membership in the Golf Club pursuant to the Golf Club's Membership Plan Documents and paying the membership contribution or membership deposit and dues, fees and charges established by the Golf Club from time to time;

2. Trespass: Any entry upon the Golf Club Facilities without permission of the Golf Club may be deemed a trespass, and each Owner shall refrain from, and shall cause all occupants of such Owner's Lot or Dwelling Unit, or any other portion of the Residential Property, their guests and invitees to refrain from, any unauthorized entry upon the Golf Club property;

3. Risk: The proximity of Residential Property and Corporation Common Areas to the Golf Club property results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, and each Owner's use and enjoyment of his or her Residential Property and the Corporation Common Areas may be limited as a result. Neither the Corporation, Declarant nor the Golf Club shall have any obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any Lot or Dwelling Unit, or any other portion of the



Residential Property, either guests or invitees, for damage or injury resulting from errant golf balls being hit over or upon any portion of the Residential Property or the Corporation Common Areas;

4. Modification: The Golf Club and its designees may add to, remove or otherwise modify the landscaping, trees and other features of the Golf Club Facilities, including changing the location, configuration, size and elevation of bunkers, fairways and greens and constructing fences, and neither the Golf Club, Declarant, nor the Corporation shall have any liability to any Owner as a result of such modifications to the Golf Club Facilities;

5. No Easement: There are no express or implied easements over the Golf Club Facilities for view purposes and no guaranty or representation is made by Declarant, the Corporation, the Golf Club or any other person or entity that any view over and across the Golf Club Facilities will be preserved without impairment, and neither the Golf Club, Declarant nor the Corporation shall have any obligation to prune or thin trees or other landscaping to preserve views over the Golf Club Facilities;

6. No Warranties: No representations or warranties which are inconsistent with this Paragraph II.C, either verbal or written, have been made or are made by Declarant or the Corporation or by any person or entity acting on behalf of either of the foregoing; and

7. Lakes: The Golf Club may own one (1) or more Lakes on the Total Property and, notwithstanding the ownership of such Lakes, the Golf Club may use any and all Lakes on the Total Property for the purpose of irrigating and maintaining the Golf Club Facilities with the result that the water level in such Lakes may from time to time vary. Each Owner in Palmira Golf and Country Club agrees not to commence any cause of action or other proceeding involving the Golf Club based on the exercise of such right or otherwise interfere therewith. In the event there are insufficient water levels to provide the necessary irrigation needs of the Golf Club Facilities and all other areas of the Total Property, subject to applicable governmental permits and requirements, the Golf Club Facilities shall have first priority of irrigation, followed by the Corporation Common Areas, any Neighborhood Common Area and individual Lots, if applicable.

D. Town Center Club:

The Town Center Club and its facilities, which may be developed on property adjacent to the Total Property as presently defined, are privately owned and are not and will not be a part of the Corporation Common Areas and may or may not become part of the Committed Property. The Town Center Club has the exclusive right to determine, from time to time and in its sole discretion, without notice to or approval by any other party, how and by whom its facilities shall be used. By way of example, but not of limitation, the Town Center Club has the right to determine use and membership rights, to terminate any or all use rights, to change, eliminate or cease operation of any or all of its facilities, to transfer any or all of the rights to its facilities or the operation thereof to anyone on any terms which it deems appropriate, to limit the availability of use or membership rights, and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use and/or membership privileges, subject only to any membership plan or agreements or other instruments entered into by the Town Center Club. **OWNERSHIP OF A LOT OR DWELLING UNIT, OR ANY PORTION OF THE RESIDENTIAL PROPERTY OR MEMBERSHIP IN THE CORPORATION OR ANY NEIGHBORHOOD ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE TOWN CENTER CLUB FACILITIES OR TO ACQUIRE A MEMBERSHIP IN THE TOWN CENTER CLUB AND DOES NOT GRANT ANY OWNERSHIP INTEREST OR MEMBERSHIP IN THE TOWN CENTER CLUB OR THE TOWN CENTER CLUB FACILITIES.**

Each Owner, by acceptance of a deed to any portion of the Residential Property, acknowledges the following:

1. Use of Town Center Club Facilities: Privileges to use the Town Center Club facilities shall be subject to the terms and conditions of the membership documents for the Town Center Club, as the same may be amended from time to time (the "Membership Plan Documents"). Acquisition of a membership in the Town Center Club requires the payment of a membership purchase price called a membership contribution or membership deposit, and membership dues, fees and charges. These amounts shall be determined by the Declarant and/or the Town Center Club as set forth in

the Membership Plan Documents for the Town Center Club. Each Owner by acquisition of title to any portion of the Residential Property releases and discharges forever the Declarant, the Corporation, the Town Center Club and their respective partners, officers, directors, employees, agents and affiliates, from: (a) any claim that the Town Center Club and its facilities are or must be owned and/or operated by the Corporation or the Owners; and/or (b) any claim that the Owners are entitled to use the Town Center facilities by virtue of their ownership of a Lot or Dwelling Unit, or any other portion of the Residential Property without acquiring a membership in the Town Center Club, paying the applicable membership contribution or membership deposit, and dues, fees and charges established by the Town Center Club from time to time, and complying with the terms and conditions of the Membership Plan Documents for the Town Center Club.

Each Owner and the Corporation shall jointly and severally indemnify, defend and hold harmless the Declarant, the Town Center Club and their respective partners, employees, agents, directors, shareholders, officers and affiliates and their successors and assigns, against and with respect to, and to reimburse the Declarant, the Town Center Club and their respective partners, employees, agents, directors, shareholders, officers and affiliates on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, Attorneys' Fees and disbursements (even if incident to any appeals), that the Declarant, the Town Center Club and/or any of their respective partners, employees, agents, directors, shareholders, officers and affiliates shall incur or suffer which arise out of, result from or relate to any claim that Owners may use the Town Center Club facilities without acquiring a membership in the Town Center Club pursuant to the Town Center Club's Membership Plan Documents and paying the membership contribution or membership deposit and dues, fees and charges established by the Town Center Club from time to time;

2. Trespass: Any entry upon the Town Center Club property without permission of the Town Center Club may be deemed a trespass, and each Owner shall refrain from, and shall cause all occupants of such Owner's Lot or Dwelling Unit, or any other portion of the Residential Property, their guests and invitees to refrain from, any unauthorized entry upon the Town Center Club property; and

3. No Warranties: No representations or warranties which are inconsistent with this Paragraph II.D, either verbal or written, have been made or are made by Declarant or the Corporation or by any person or entity acting on behalf of either of the foregoing.

E. Cable and Telecommunications Systems and Easement:

1. The System: Declarant hereby reserves unto itself and its designees, successors, assignees and licensees, the right, without obligations, to construct or install over, through, under, across and upon any portion of the Total Property for the use of the Owners and their permitted or authorized guests, invitees, tenants, licensees and family members one or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"), the exact description, location and nature of which may not have as yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, under, across, upon and through the Total Property shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of: (a) unlimited ingress and egress thereto for installing, constructing, inspecting, repairing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennae, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System, including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection; and (b) transmission, the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees, for such rates, fees and charges and upon such terms and conditions as may be fixed from time to time by the Declarant, its successors and assigns or its designees; and (c) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other legal entity(ies) of the Declarant's choice, the rights, privileges and easements, and the obligations related thereto, of installing, constructing, operating and maintaining the System and of transmitting over and through the equipment and facilities thereof, all or any part of the telecommunications signals transmitted or received by or through such system..

2. **Contracts:** Declarant and/or the Corporation shall have the right to enter into such contracts for the exclusive provision of the System, as Declarant shall deem, in its sole discretion, to be in the best interests of the Total Property. Should the Declarant enter into a contract or contracts pursuant to this Subparagraph 2, the Corporation shall, to the extent the Declarant assigns its rights and obligations under any such contract or contracts, accept such assignment, and the Corporation hereby agrees to be bound by all of the terms and provisions of any such contract or contracts, and to join in and consent to any such contract or contracts at the request of Declarant, or enter into any such contract or contracts directly at the request of Declarant. Declarant shall have the right to retain any fees or other consideration paid by a vendor of any such services for entering into any such contract or contracts or for causing the Corporation to enter into any such contract or contracts.

3. **Cable Expenses:** In the event any such System contract is entered into by Declarant and/or the Corporation, every Owner shall be liable for the costs and expenses thereof for basic cable television programming services and/or other System services common to every Dwelling Unit (the "Cable Expenses"), which shall be levied by the Corporation against each Dwelling Unit as an Individual Expense Assessment and payable by each Owner irrespective of whether an Owner uses the System services. Each Owner shall be charged the same amount, unless an Owner requests additional services, in which event such Owner, and that Owner only, will be charged an additional amount for the cost of such additional services. Cable Expenses are not Operating Expenses but are a part of the Assessments and subject to the lien right of the Corporation.

F. **Gas Service and Easement:**

1. **Gas Service System:** Declarant hereby reserves unto itself and its designees, successors, assignees and licensees, the right, without obligations, to construct or install over, through, under, across and upon any portion of the Total Property for the use of the Owners and their permitted or authorized guests, invitees, tenants, licensees and family members a system to distribute gas to the Total Property ("Gas Service System"). Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the Gas Service System (the scope, extent, size and location of which over, under, across, upon and through the Total Property shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of: (a) unlimited ingress and egress thereto for installing, constructing, inspecting, repairing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the Gas Service System including, without limitation, all lines and pipes necessary or desirable to receive and distribute gas service; and (b) the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees, for such rates, fees and charges and upon such terms and conditions as may be fixed from time to time by the Declarant, its successors and assigns or its designees; and (c) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other legal entity(ies) of the Declarant's choice, the rights, privileges and easements, and the obligations related thereto, of installing, constructing, operating and maintaining the Gas Service System.

2. **Contracts:** Declarant and/or the Corporation shall have the right to enter into such contracts for the exclusive provision of the Gas Service System, as Declarant shall deem, in its sole discretion, to be in the best interests of the Total Property. Should the Declarant enter into a contract or contracts pursuant to this Subparagraph 2, the Corporation shall, to the extent the Declarant assigns its rights and obligations under any such contract or contracts, accept such assignment, and the Corporation hereby agrees to be bound by all of the terms and provisions of any such contract or contracts, and to join in and consent to any such contract or contracts at the request of Declarant, or to enter into any such contract or contracts directly at the request of Declarant. Declarant shall have the right to retain any fees or other consideration paid by a vendor of any such services for entering into any such contract or contracts or for causing the Corporation to enter into any such contract or contracts.

ARTICLE III

LAND USE CLASSIFICATIONS AND RESTRICTIONS;  
ARCHITECTURAL DESIGN CONTROL COMMITTEE; CDD

Declarant hereby declares the following provisions to be applicable to the Committed

Property. The Committed Property shall at all times be used, constructed, transferred, demised, sold, conveyed, occupied and held subject to the terms of this Declaration as follows:

A. Use Classifications of Committed Property:

1. Residential Property: Residential Property is that portion of the Committed Property upon which Dwelling Units may be constructed and shall be for residential use only. All portions of the Committed Property, unless designated as Corporation Common Areas or for other designated use(s) such as, but not limited to, a Golf Course Area in an amendment to this Declaration or in a Supplement, shall constitute Residential Property. Except for Improvements related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, Residential Property shall include only Dwelling Units and Improvements associated with residential purposes and uses including, but not limited to, streets, drives, driveways, entranceways, open spaces, parking spaces, lawn areas, swimming pools, other recreational facilities and other amenities or areas appurtenant to Dwelling Units. No commercial operation of any nature may be carried on in the Residential Property, except for (a) the construction, development and sale or rental of the Residential Property or portions thereof (including, but not limited to, Dwelling Units constructed thereon), (b) direct accessory services to the Residential Property or to residential uses such as utilities and Dwelling Unit or Lot maintenance, and (c) such other services as Declarant or the Board shall by written consent thereto deem appropriate. In addition to the provisions of this Declaration, and any applicable Supplement, the Residential Property may also be subject to the terms of applicable Neighborhood Covenants. Neighborhood Covenants shall designate the portions of the Committed Property subject thereto and may further restrict the property being committed thereby by specifying, among other things: (i) the type of Dwelling Units that may be constructed thereon; and (ii) the establishment of such other amenities, benefits, covenants, easements, restrictions or provisions as Declarant or the applicable Builder shall deem appropriate.

2. Corporation Common Areas: The Corporation Common Areas are any parcels or portions of the Committed Property or easements or interests therein specified as the Corporation Common Areas in this Declaration, any Supplement or any other Palmira Golf and Country Club Document. The administration, management, operation and maintenance of the Corporation Common Areas shall be the responsibility of the Corporation as provided herein, in a Supplement or in any other Palmira Golf and Country Club Document.

Notwithstanding anything contained herein to the contrary, Declarant and its nominees shall have the right, in their sole discretion, to construct upon, develop, alter or modify the Corporation Common Areas and any Improvements, easements and use rights thereon or appurtenant thereto including, but not limited to, the right to redesignate, modify, alter, increase or decrease (collectively, "Redesignate") the specified use(s) of any Corporation Common Areas in any manner determined appropriate by Declarant or its nominee without the consent of the Corporation, the Neighborhood Associations, the Owners, the Builders or the Institutional Mortgagees for so long as Declarant or its nominee shall own any portion of the Total Property. In the event Declarant or its nominee exercises its right to Redesignate the specified use(s) of any portion of the Corporation Common Areas, Declarant or its nominee shall record an amendment to this Declaration in the public records of the County, setting forth the portion of the Corporation Common Areas subject to such redesignation and the redesignated use(s) thereof, if any.

Declarant shall have the right at any time as long as Declarant owns any portion of the Total Property to designate additional Corporation Common Areas from areas which were previously designated as Residential Areas or other types of areas, or by causing portions of Uncommitted Property to become Committed Property. Notwithstanding anything contained herein to the contrary, Declarant shall have the right, in its sole discretion, without obtaining the consent of the Corporation, the Neighborhood Associations, the Owners, the Builders or the Institutional Mortgagees, to change portions of the Corporation Common Areas to Residential Areas or other types of areas, including, but not limited to, Neighborhood Common Areas, as long as Declarant owns the aforementioned portion(s) of the Corporation Common Areas which are being changed to Residential Areas or other types of areas. In the event that Declarant exercises its rights specified herein with respect to the Corporation Common Areas, Declarant shall record an amendment to this Declaration or a Supplement in the public records of the County setting forth such additions or reductions in the Corporation Common Areas. The owner of a portion of the Corporation Common Areas, whether Declarant or the Corporation, shall have the right to convey all or a portion of the Corporation Common Areas so owned to a governmental authority including, but not limited to, a special taxing district, to be available for public use or otherwise available for the Owners, their

family members, lessees, guests and invitees. In the event of such a conveyance, Declarant, if Declarant owns any portion of the Total Property, or the Corporation shall record an amendment to this Declaration in the public records of the County setting forth that such property is no longer a Corporation Common Area and is no longer subject to the provisions hereof.

All Corporation Common Areas may be utilized for the easements contemplated in Article IV of this Declaration. The Corporation Common Areas shall be kept, maintained and used as, without limitation, Recreation Areas, Open Spaces, Surface Water Management System, Water Management and Retention Easements, Roadways and Drainage and Utility Easements, subject to Redesignation of the specified use(s) by Declarant or its nominee as heretofore set forth, all as described herein:

(a) "Recreation Areas" means those portions of the Committed Property designated for use as a Recreation Area(s) in this Declaration, any Supplement or any other Palmira Golf and Country Club Document. Recreation Areas shall be used only for recreational and social purposes in accordance with any improvement of such Recreation Area by Declarant. Declarant does not intend to designate any portion of the Corporation Common Areas as Recreation Areas, but may do so at its sole option, so long as it owns any portion of the Total Property.

(b) "Open Spaces" means those portions of the Committed Property designated for use as Open Spaces in this Declaration, any Supplement or any other Palmira Golf and Country Club Document, which shall be improved by Declarant in accordance with Declarant's plan for beautification of Palmira Golf and Country Club and thereafter kept and maintained by the Corporation substantially in accordance with the improvement thereof by Declarant or the requirements of any applicable governmental agency. Declarant, for so long as Declarant shall own any portion of the Committed Property, and thereafter the Corporation, shall have the absolute right, in its sole discretion, to modify its plan for beautification of Palmira Golf and Country Club and specifically to modify the appearance of Open Spaces.

Any models, sales areas, sales offices, parking areas, construction offices, signs and any other designated areas or personal property pertaining to the sale, construction, maintenance and repair efforts of Declarant shall not be part of the Corporation Common Areas and shall remain the property of Declarant or its nominees, as the case may be. Such use rights and the right to transact business on the Corporation Common Areas as set forth herein and any other rights reserved by Declarant in the Palmira Golf and Country Club Documents may be assigned in writing by Declarant in whole or in part, including, but not limited to, a Builder. Nothing herein contained shall restrict Declarant from retaining any such rights while simultaneously assigning same to another entity.

(c) Surface Water Management System; Water Management and Retention Easement: "Surface Water Management System" means the portions of the Committed Property designated as Surface Water Management System, including any Lakes, by this Declaration, a Supplement or any other Palmira Golf and Country Club Document or to be dedicated or conveyed to the CDD and/or the SFWMD. "Water Management and Retention Easements" means the Water Management and Retention Easements shown on any Plats or any other Palmira Golf and Country Club Documents. The Surface Water Management System and the portions of the Water Management and Retention Easements in which water is located will be maintained by the Corporation and/or the CDD as required by SFWMD. However, if permitted by SFWMD and determined appropriate by the Board, the Corporation may perform additional maintenance of the Surface Water Management System and the portions of the Water Management and Retention Easements in which water is located in the Board's sole discretion.

For the term of this Declaration, the Surface Water Management System is not for the use and enjoyment of the public, but expressly reserved for the use and enjoyment of the Benefited Parties, the Golf Club and, if applicable, the Town Center Club, in accordance with the Rules, if any, and the regulations of the SFWMD and the CDD, if applicable. Declarant, the Corporation, the Neighborhood Associations, the Builders, the Owners, the Golf Club and, if applicable, the Town Center Club, shall have the right to use the Surface Water Management System to drain surface water from their respective properties into the Surface Water Management System and to draw water from the Surface Water Management System for irrigation purposes in accordance with the applicable requirements of SFWMD and other applicable governmental agencies.

Declarant hereby grants certain perpetual nonexclusive easements over the Corporation Common Areas for ingress and egress and access to the Surface Water Management System, which easements are hereby created in favor of the Benefited Parties, the Golf Club and, if applicable, the Town Center Club, and in favor of all applicable governmental authorities and agencies.

DECLARANT, THE CORPORATION, THE CDD AND THE NEIGHBORHOOD ASSOCIATIONS SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR LAKES OR ANY OTHER PORTION OF THE SURFACE WATER MANAGEMENT SYSTEM INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS. ANY INDIVIDUAL USING THE SURFACE WATER MANAGEMENT SYSTEM SHALL DO SO AT HIS OWN RISK AND HEREBY HOLDS DECLARANT, THE CORPORATION AND THE NEIGHBORHOOD ASSOCIATIONS HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

(d) "Roadways" means those portions of the Committed Property designated as Roadways and the associated peripheral green or landscaping areas or bicycle/pedestrian paths shown on any Plat or described in this Declaration, a Supplement, or any other Palmira Golf and Country Club Document, and all Improvements thereon including, but not limited to, entranceways, landscaping, signage, street lights, bicycle paths and walkways. The Roadways which are dedicated to the public, if any, shall be maintained by the applicable governmental entities provided, however, the Corporation may perform such additional maintenance as the Board determines appropriate. All other Roadways, exclusive of those Roadways located totally within a Neighborhood and not created by Plat which shall be kept and maintained by the applicable Neighborhood Association, shall be kept and maintained by the Corporation as private roadways to provide a means of ingress and egress (i) to and from publicly dedicated streets and (ii) between and among all portions of Palmira Golf and Country Club for the use of the Benefited Parties and all governmental and quasi-governmental agencies and service entities having valid jurisdiction over Palmira Golf and Country Club while engaged in their respective functions. The CDD may be responsible to maintain the associated peripheral green or landscaping areas of a Roadway, even if it is not responsible to maintain the Roadway. Street lights, bicycle paths, walkways, and utility lines appurtenant to the Roadways shall be installed as Declarant, the CDD or the Corporation from time to time shall determine necessary and/or in accordance with the requirements of the applicable governmental agencies.

3. Use of the Corporation Common Areas: Except as hereinafter set forth, the Corporation Common Areas shall be for the sole and exclusive use of the Benefited Parties.

Declarant hereby declares the Corporation Common Areas to be subject to a perpetual nonexclusive easement in favor of the Benefited Parties and the CDD to use the Corporation Common Areas for all proper and normal purposes and for which they are reasonably intended, including access to and from the Surface Water Management System and dedicated Roadways, in accordance with the terms of this Declaration, a Supplement or any other Palmira Golf and Country Club Document; provided, however, such rights to use the Corporation Common Areas shall be subject to Rules promulgated by the Board, if any, which may limit the rights to specific portions of the Corporation Common Areas and to specific uses of the Corporation Common Areas. Copies of newly adopted Rules and amendments or alterations thereto shall be forwarded to all Owners by the Corporation.

4. Conveyance of the Corporation Common Areas: Declarant agrees that it shall convey by quitclaim deed to the Corporation fee simple title to the Corporation Common Areas and the personal property and Improvements appurtenant thereto subject to the terms and provisions of this Declaration, all applicable Supplements and the Palmira Golf and Country Club Documents; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record. Declarant shall convey to the Corporation all portions of the Corporation Common Areas not previously conveyed to the Corporation on or before one hundred twenty (120) days after the Turnover Date, or Declarant may convey all or portions of the Corporation Common Areas to the Corporation at such earlier time as Declarant may determine in its sole discretion. At the time of conveyance of the Corporation Common Areas or any portion thereof, the Corporation shall be required to accept such conveyance of the Corporation Common Areas or portions thereof and the personal property and Improvements appurtenant thereto. The Corporation hereby agrees to accept the Corporation Common Areas and the personal property and Improvements appurtenant thereto

“AS IS,” without any representation or warranty, expressed, implied, in fact or by law, as to the condition or fitness of the Corporation Common Areas or portions thereof and the personal property and Improvements thereon. Notwithstanding the foregoing, Declarant reserves the right to convey portions of the Corporation Common Areas to one (1) or more Neighborhood Association(s) to be available to its members or to a governmental or quasi-governmental authority, including, but not limited to, the CDD or another special taxing district, to be available for public use or otherwise available to the Owners and their lessees and their family members, guests and invitees in lieu of conveying such portions of the Corporation Common Areas to the Corporation.

Except as is hereinafter provided, once title to the Corporation Common Areas, or any portion thereof, becomes vested in the Corporation, such Corporation Common Areas or portion thereof so vested in the Corporation and the Improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of Owners owning not less than seventy-five percent (75%) of the Dwelling Units and the Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of the Dwelling Units encumbered by first mortgages held by Institutional Mortgagees based upon one (1) vote for each first mortgage owned as shown by the public records of the County. The last preceding sentence shall not be applicable to nor prohibit the Corporation from: (a) granting such easements as are reasonably necessary or appropriate for the development of the Corporation Common Areas in a manner consistent with the provisions of this Declaration and all Palmira Golf and Country Club Documents; or (b) encumbering the Corporation Common Areas, provided such encumbrances are solely to secure loans obtained for improving the portion of the Corporation Common Areas being encumbered; or (c) dedicating the Corporation Common Areas to a governmental or quasi-governmental authority including, but not limited to, the CDD or another special taxing district, to be available for public use or otherwise available to the Owners and their lessees and their family members, guests and invitees.

5. Golf Course Areas: Those portions of any Plat of the Committed Property designated for use as a golf course and/or related facilities (the “Golf Course Areas”) or any portion thereof designated for such use by a Supplement or other Palmira Golf and Country Club Document, and the Improvements thereon, being the Golf Club Facilities, shall be and remain privately owned and shall not be designated as Corporation Common Areas or conveyed to the Corporation. The Golf Course Areas and Golf Club Facilities are not available to Owners by virtue of ownership of a Dwelling Unit or Lot, but are available through membership only.

6. Use of Committed Property by Declarant: Except as may be limited in this Declaration, a Supplement or any other Palmira Golf and Country Club Document, Declarant and its successors, nominees and assigns shall have the right to make such lawful uses of the Committed Property owned by Declarant or the Corporation as Declarant shall, from time to time, determine. Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of Palmira Golf and Country Club, Declarant hereby reserves for itself and its successors, nominees and assigns, and the Corporation recognizes, agrees and acknowledges that Declarant and its successors, nominees and assigns shall have, the right to the use of all the Corporation Common Areas and all other portions of the Committed Property owned by Declarant or the Corporation in conjunction with and as part of its program of selling, leasing, constructing and developing of land within Palmira Golf and Country Club including, but not limited to, the right to maintain models and sales offices, place signs, employ sales personnel, show Dwelling Units, Lots and other portions of Palmira Golf and Country Club and use portions of the Committed Property and Dwelling Units and other Improvements owned by Declarant or the Corporation for the purposes set forth above, for storage of construction materials and for assembling construction components without any cost to Declarant, its successors, nominees and assigns. The Corporation hereby acknowledges that such nominees of Declarant may include, without limitation, Builders.

7. Development of Regional Impact and Other Governmental Orders:

Declarant may present applications for various governmental approvals, including, but not limited to, those pertaining to the DRI. If such applications are approved, Declarant intends that the portions of Palmira Golf and Country Club affected by such governmental approval(s) shall be developed in accordance with all applicable terms and provisions set forth in such governmental approval(s). By way of illustration only and not limitation, any governmental approval pertaining to a development of regional impact may set forth requirements or standards pertaining to such matters as wetland areas, flora, water management and exotic species. The effects of any such

governmental approvals may include increasing the responsibilities and obligations of the Corporation, as well as increasing the amount of Assessments due from Contributing Unit Owners. The Corporation shall accept any responsibilities and obligations placed on it by any governmental approval, including but not limited to, those issued with respect to the CDD, the DRI and the SFWMD or by Declarant's assignment with respect thereto, shall be bound by all of the terms and provisions of any such governmental approval and shall join in and consent to any governmental approval at the request of Declarant. Declarant shall have the right to seek changes to such governmental approvals after they have been approved without the joinder or consent of any other person or entity. Additionally, under any governmental approval, Declarant retains the right to amend or add to any of the terms and provisions of this Declaration, the Articles or the Bylaws for the purposes of fulfilling the requirements of any such governmental approval, without the joinder or consent of any person or entity. All Owners do hereby authorize and appoint the Declarant as their respective attorney in fact, to execute any and all documents necessary with respect to any governmental approvals.

The rights and privileges of Declarant set forth in this Paragraph III.A are in addition to and in no way limit any other rights or privileges of Declarant under any other Palmira Golf and Country Club Document. Such rights shall terminate only when Declarant or its successors, nominees and assigns no longer own any portion of the Total Property or no longer hold a mortgage encumbering any portion of the Total Property which could, pursuant to the terms hereof, become part of Palmira Golf and Country Club, or upon such earlier date as Declarant shall notify the Corporation in writing of Declarant's voluntary written election to relinquish such rights and privileges of use.

8. CDD Disclosure:

**PARKLANDS WEST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

The CDD capital assessments and operating assessments constitute a lien co-equal with the lien of state, county, municipal and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Lee County. Failure to pay such assessments could ultimately result in the loss of title to the property through the issuance of a tax deed.

B. Disputes as to Use:

In the event there is any dispute as to whether the use of the Committed Property or any portion thereof complies with the covenants and restrictions contained in this Declaration, any Supplement or any other Palmira Golf and Country Club Document, such dispute shall be referred to Declarant unless such dispute arises after the Turnover Date, in which event such dispute shall be referred to the Board. A determination rendered by Declarant or the Board, as applicable, with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Declarant and its successors, nominees and assigns of the Committed Property or any parts thereof in accordance with Paragraph III.A, shall be deemed a use which complies with this Declaration and all applicable Supplements or any other Palmira Golf and Country Club Document and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Values and Amenities of Palmira Golf and Country Club:

In order to preserve the values and amenities of Palmira Golf and Country Club, the following provisions shall be applicable to the Committed Property:

1. Mining, Drilling, or Excavation: There shall be no mining, quarrying or drilling for



minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Committed Property. Activities of Declarant, the Corporation, a Builder or the Neighborhood Associations in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of pumps for sprinkler systems as set forth in Subparagraph 16 hereinbelow in compliance with applicable governmental requirements be deemed a Mining Activity.

2. Alteration of Drainage: Except for Declarant's acts and activities in the development of Palmira Golf and Country Club, no Improvements (including, but not limited to, driveways, pools, fences and landscaping) shall be removed from the Committed Property and no change in the condition of the soil or the level of the land of any portion of the Committed Property shall be made which results in any permanent change in the flow or drainage of surface or subsurface water of or within Palmira Golf and Country Club and/or which detrimentally affects any adjoining Lot, without the prior written consent of the Committee.

3. Exterior Antennae, Aerials, Receiving Dishes, Solar Collector Panels: There shall be no exterior antennae, aerials or receiving dishes upon any portion of the Committed Property, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37") in diameter or less, and are specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Committee may adopt and enforce reasonable rules limiting installation of permissible dishes to side or rear yard locations, not visible from the street or neighboring properties and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. No solar collector panels shall be installed on any Dwelling Unit unless the location, design and appearance thereof has been approved in writing by the Committee or Declarant.

4. Litter; Maintenance of Committed Property: In order to preserve the beauty of Palmira Golf and Country Club, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Committed Property, except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Committee. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom. The Committed Property and Improvements thereon shall be kept in a good, safe, clean, neat and attractive condition, and all Improvements thereon shall be maintained in a finished, painted and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Committed Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said property shall be permitted to grow to a height in excess of four inches (4") for improved property and ten inches (10") for unimproved property. Excepted from the foregoing shall be all construction debris, refuse, weeds, unsightly objects and waste upon any portion of the Committed Property owned by Declarant or its nominees prior to and through the period of construction of Dwelling Units or other Improvements upon the Committed Property. During construction of a Dwelling Unit or other Improvement upon any portion of the Committed Property, the Owner thereof shall be required to maintain said property in a clean condition and, except for the initial construction of Dwelling Units on the Residential Property by Declarant or its nominees, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. Builders and Owners shall keep their construction sites in a neat and orderly condition throughout construction and shall keep Roadways, easements, swales and other property within Palmira Golf and Country Club clear of their trash and construction materials at all times. All such construction debris, refuse, unsightly objects and waste on a portion of the Committed Property must be removed within thirty (30) days after the completion of construction of the Improvement on such portion of the Committed Property, as evidenced by issuance of a certificate of occupancy, if applicable.

Any Neighborhood Common Area shall be used, kept and maintained in accordance with the applicable Neighborhood Covenants. The expense of operating and maintaining Neighborhood Common Areas shall be the obligation of the Owners in such Neighborhood and shall constitute a "Common Expense" (as defined in the applicable Neighborhood Covenants). Upon the failure of a Neighborhood Association(s) or Owner(s) therein to (i) maintain the portion of the Committed Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and the applicable Neighborhood Covenants and to the satisfaction of the Corporation (or Declarant until Declarant no longer owns any portion

of the Total Property) and (ii) correct such deficiencies within fifteen (15) days of written notice by the Corporation or Declarant, unless a longer period is authorized by the Corporation or Declarant, the Corporation and/or Declarant may enter, until such time as Declarant no longer owns any portion of the Total Property (and thereafter, the Corporation) upon the Committed Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance or by the Neighborhood Association and/or the Owners who are members of such Neighborhood Association which is responsible for performing such maintenance. If any Neighborhood Association or Owner(s) fails to make payment within fifteen (15) days after requested to do so by Declarant or the Corporation, then the payment requested shall be collected as an Individual Expense Assessment from such Owner or Neighborhood Association and Declarant or the Corporation shall be entitled to lien rights upon the portion of the Committed Property requiring such maintenance in accordance with the provisions of Articles VI and VII hereof. In the event Declarant makes such corrections, the Corporation shall, upon written request, reimburse Declarant for the expense thereof.

5. Radio Transmission Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Committed Property without the prior written consent of the Board. Approvals of the Board for the operation of such transmission equipment shall be reviewed annually.

6. Subdivision and Partition: No Lot shall be subdivided without the Committee's prior written consent except by Declarant, however, this prohibition shall not prevent more than one (1) Dwelling Unit being built on a Lot permitted to contain more than one (1) Dwelling Unit.

7. Casualty Destruction to Improvements: In the event a Dwelling Unit(s) and/or other Improvement(s) upon the Residential Property is damaged or destroyed by casualty, hazard or other loss then, within a reasonable period of time after such incident, the Owner(s) thereof and/or the Neighborhood Association responsible for the maintenance thereof shall either commence to rebuild or repair the damaged Dwelling Unit(s) or Improvement(s) upon obtaining Committee approval, if required hereunder, diligently continuing such rebuilding or repairing activities to completion or, upon a determination by the Owner(s) thereof that the Dwelling Unit(s) or Improvement(s) will not be repaired or replaced, promptly clear the damaged Dwelling Unit(s) or Improvement(s) and grass over and landscape such Residential Property in a sightly manner consistent with Declarant's plan for beautification of Palmira Golf and Country Club. Any such rebuilding or repairing activities must be completed within one (1) year of the commencement thereof. Any damaged or destroyed Dwelling Unit(s) and other Improvements shall only be repaired or replaced with Dwelling Unit(s) and other Improvements of a similar size and type as those damaged or destroyed and without substantial alteration from what existed prior to the damage or destruction, unless the prior written approval of the Committee is obtained.

8. Corporation Common Areas: Nothing shall be stored and/or constructed within or removed from the Corporation Common Areas other than by Declarant, except with the prior written approval of the Board.

9. Use of Surface Water Management System: Boats or other vehicles containing gas or other form of combustion engines are prohibited upon any portion of the Surface Water Management System, including any Lakes, except for any boats authorized to maintain the Surface Water Management System. No docks shall be constructed within or adjacent to any water area. The Corporation shall have the power and authority from time to time to adopt Rules governing the use of the Surface Water Management System, subject to the applicable requirements of the SFWMD, the CDD or any other applicable governmental authorities.

10. Water Management and Retention Easement: Any Improvement on a Lot which is placed within a Water Management and Retention Easement shall be removed, if required by the Corporation. The cost of such removal shall be paid by the Owner(s) of such Lot as an Individual Expense Assessment.

11. Pets: No animals, livestock or poultry of any kind shall be kept, raised or used upon any portion of the Committed Property, except that dogs, cats or other non-exotic common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The right, subject to the terms and conditions of this Declaration, to keep certain animals upon any portion of the Committed Property as granted hereby is only a license granted by the

Corporation to an Owner and may, upon reasonable cause, be revoked at any time as to any Owner. No pet shall be kept if it creates a nuisance. Pets shall be permitted only in those portions of the Corporation Common Areas designated by the Corporation for such purpose, if any. An Owner, by the purchase of his Lot or Dwelling Unit, agrees to indemnify Declarant and the Corporation and hold them harmless against loss or liability of any kind arising from said Owner having any animal in Palmira Golf and Country Club.

12. No Signs: No sign, advertising or notice of any type shall be permitted on the Corporation Common Areas, except as specifically permitted by the prior written consent of the Committee or as set forth in this Paragraph. No sign, advertisement or notice of any type shall be displayed to public view on any Lot, except that professionally prepared "For Sale" signs may be displayed on said Lots, provided same shall not exceed four (4) square feet in size. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees and assigns and the Corporation to place and maintain signs without any limitation as to size or number of signs or otherwise in connection with construction, marketing, sales and rental of Dwelling Units and Lots and identifying or informational signs anywhere on the Committed Property.

13. Vehicular Parking: Owners' automobiles shall be parked in the garage or driveway of a Dwelling Unit. All lawn maintenance vehicles shall be parked on the driveway of a Dwelling Unit and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain in the Committed Property for more than twelve hours, except in the garage of a Dwelling Unit. No repair, except emergency repair, of vehicles shall be made within the Committed Property except in the garage of a Dwelling Unit. Declarant, however, its successors, nominees or assigns, the Corporation or a Neighborhood Association may make, or cause to be made, repairs if necessary in regard to vehicles used in connection with construction, sales or management at Palmira Golf and Country Club in any location deemed appropriate by such party. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operable condition, or do not have current valid license plates shall not remain upon any portion of the Committed Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or his family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Committed Property which is deemed to be a nuisance by the Corporation or Declarant.

No commercial vehicle, recreational vehicle, truck with a camper top, boat or camper, may be kept within the Committed Property except in the garage of a Dwelling Unit. The term commercial vehicle shall not be deemed to include sport utility vehicles (e.g., Broncos, Blazers, Explorers, etc.), or clean "non-working" vehicles such as pick-up trucks, vans or cars, if they are: (i) used by the Owner on a daily basis for normal transportation; (ii) not more than 21'5" in length; and (iii) non-commercial in appearance. By way of example, and not of limitation, a vehicle with ladder racks or commercial signs would be classified as commercial in appearance. However, car-type vehicles displaying governmental logos such as police officers, county employees, etc., may be kept within the Committed Property, subject to reasonable regulation by the Board. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair of Dwelling Units, Corporation or Neighborhood Common Areas, or any other facility within the Committed Property. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen; (ii) apply to short term visitors; or (iii) apply to a situation in which a vehicle becomes disabled and, as a result of an emergency, is required to be parked outside a designated parking area until it can be towed away.

14. Prohibited Structures: Except for the structures permitted on the Corporation Common Areas as provided for herein, no structure of a temporary character including, but not limited to, any trailer, tent, shack, shed, barn or outbuilding shall be parked or erected on the Committed Property at any time. Excepted from the foregoing shall be such temporary structures of Declarant and its successors, nominees and assigns until Declarant or its successors, nominees and assigns no longer own any portion of the Total Property, provided such temporary structures are utilized in connection with construction, management, sales or leasing activities. No structure of a temporary character may be used as a Dwelling Unit.

15. Nuisances: Excepting reasonable construction activities, no obnoxious, illegal or offensive activities shall be conducted upon the Committed Property. The Committed Property shall not be maintained so as to become a nuisance or annoyance to the community. There shall not be

erected, constructed, suffered, permitted, committed, maintained, used or operated on any portion of the Committed Property an annoyance or nuisance of any kind or character to the residents of Palmira Golf and Country Club.

16. **Water Supply:** No individual water supply system for drinking purposes or household use shall be permitted on any Lot. No Owner may use the water in any Lake or any other portion of the Surface Water Management System, for any purpose, including, but not limited to, irrigation purposes, unless approved by Declarant, as long as Declarant owns any portion of the Total Property, the Committee and the applicable governmental entity(ies). Should Declarant or the Corporation install in Palmira Golf and Country Club a water supply system ("Water System") designed to provide water for irrigation and/or sprinkler purposes to Palmira Golf and Country Club, then the Lots shall obtain water for landscape maintenance and sprinkling purposes from any such Water System.

17. **Sewage Disposal:** No individual sewage disposal system shall be permitted on the Committed Property.

18. **Improvements:** All Improvements placed upon the Committed Property shall comply with all applicable building codes and ordinances.

19. **Window Coverings:** No window in a Dwelling Unit shall be covered with aluminum foil, newspaper or other unsightly material including, but not limited to, reflective materials, either temporarily or permanently. Drapes, shutters, shades, sun filter screens and other materials commonly used in residential buildings are permitted if not unsightly.

20. **Lakefront Lots:** Unless the written consent of the Committee is obtained and all necessary governmental approvals are obtained thereafter: (a) no boat house, dock, building, landing, mooring pile, pier or ramp for boats or aircraft shall be erected on or adjoining any Lakefront Lot; (b) no Lakefront Lot shall be increased in size by filling in the water on which it abuts; (c) no boat canal or other waterways shall be dug or excavated into any Lakefront Lot; and (d) no slope abutting a Lakefront Lot shall be altered in any manner whatsoever.

21. **Covenant to Complete:** All Dwelling Unit construction must be completed, as evidenced by the issuance of a certificate of occupancy therefor, within one (1) year of the commencement of construction of a Dwelling Unit.

22. **Compliance with Documents:** Each Owner and his family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Palmira Golf and Country Club Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Palmira Golf and Country Club. Such Owner shall be liable to the Corporation and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Corporation Common Areas rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties, as an Individual Expense Assessment.

23. **No Implied Waiver:** The failure of the Corporation or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Palmira Golf and Country Club Document (including the Rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Corporation or of any other party having an interest in the Committed Property of its right to object to same and to seek compliance in accordance with the provisions of the Palmira Golf and Country Club Documents.

D. **Architectural Design Control Committee; Improvements to Lots, Dwelling Units, Etc.:**

In order to preserve the values and provide for the uniform appearance of Palmira Golf and Country Club, the architectural review and control functions of Declarant and the Corporation herein set forth shall be administered and performed by the Committee, which shall be established as follows:

1. **The Committee:** Initially, the Committee shall consist of not less than three (3) nor more than seven (7) members designated by Declarant and who may be employees of Declarant or members of the Board, but who need not be Owners or members of the Board. Declarant shall retain

the power to replace such designees and may in its discretion increase the number of members on the Committee. Upon the resignation or replacement of any member of the Committee, the Board shall place or cause to be placed in the books of the Corporation a notice of such resignation or replacement, together with a notice of appointment as to the successor of the departing Committee member, both of which shall be signed by the Declarant or its assignee pursuant to subparagraph (a) hereof.

(a) For so long as Declarant is entitled to select members of the Committee, Declarant may, in Declarant's sole discretion and for such period as Declarant may determine, assign said right to appoint Committee members to a management or other non-Declarant entity. Said assignee shall be solely responsible for the selection and actions of the Committee during the period of assignment. Notice of such assignment shall be given to the Board, which shall place or cause to be placed such notice in the books of the Corporation. Declarant further reserves on its behalf and on behalf of the Corporation the right to delegate to any Neighborhood Association all of its rights, obligations and other powers delineated in this Paragraph D as to a Neighborhood governed by such Neighborhood Association; provided, however, if the Declarant or, after the "Committee Turnover Date" (as hereinafter defined), the Corporation determines, in its sole discretion, that such Neighborhood Association is not carrying out the functions of the Committee, all rights theretofore delegated shall revert back to Declarant or, subsequent to the Committee Turnover Date, to the Corporation upon the delivery of written notice to the Neighborhood Association by Declarant or the Corporation, as the case may be.

(b) Notwithstanding anything herein to the contrary, at such time as Declarant no longer owns any portion of the Total Property, or when Declarant voluntarily so elects, whichever shall first occur ("Committee Turnover Date"), Declarant shall assign to the Corporation the right to appoint members of the Committee, whereupon the Board shall thereafter appoint the members of the Committee.

2. Committee Action: A majority of the members of the Committee may designate a member of the Committee to act for it, subject to Declarant's approval. Approval or disapproval by a majority of the members of the Committee shall constitute the official approval or disapproval of the Committee. In the event of death or resignation of any member of the Committee prior to the Committee Turnover Date, Declarant shall have the full authority to designate a successor.

3. Requirement of Committee Approval: Except for Dwelling Units and Improvements constructed, installed or placed by or with the approval of Declarant, and additions, alterations, modifications and changes to any of the foregoing by or with the approval of Declarant (collectively, "Declarant Improvements"), which Declarant Improvements are not subject to the approval of the Committee and are hereby deemed to conform to the plan of development for Palmira Golf and Country Club, no Improvements of any kind including, without limitation, any building, shed, play structure, wall, topographical feature, mailbox, landscaping, fence, swimming pool, tennis court or screened enclosure shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Committee, including, but not limited to, painting the Dwelling Unit in a color other than the color already approved at the time of the proposed repainting of the Dwelling Unit. No platting or architectural, engineering or site plan pertaining to the development of any Lots or any Improvements within the Committed Property ("Development Plans") shall be effected without the prior written approval of the Committee.

4. Method of Obtaining Committee Approval: In order to obtain the approval of the Committee, two (2) complete sets of plans and specifications ("Plans") for proposed construction shall be submitted to the Committee for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed Plans. The Committee shall review and approve or disapprove all Plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography and structures and the overall benefit or detriment which would result to the Committed Property as a whole. The Committee shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features and shall not be

responsible for reviewing, nor shall its approval of any Plans or design be deemed approval of, any design or Plans from the standpoint of structural safety or conformance with building or other codes.

5. Approval or Disapproval by the Committee: The Committee shall have the right to refuse to approve any proposed Plans which, in its sole discretion, are not suitable or desirable. In approving or disapproving Plans, the Committee shall consider the suitability of the proposed Improvements and/or Plans, the site upon which the proposed Improvements are to be erected, the harmony thereof with the surrounding area, property, Dwelling Units, and other Improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to the Board and to each respective Owner submitting same. In the event the Committee fails to approve or to disapprove in writing any Plans forty-five (45) days after submission to the Committee of the Plans and any and all other reasonably requested information and materials related thereto and delivery of a written request for approval or disapproval to the Committee by an Owner or the Owner's agent or attorney, said Plans shall be deemed to have been approved by the Committee. All construction and landscaping shall be done in accordance with the Plans approved by the Committee, unless a deviation therefrom has been approved in writing by the Committee. In the event the Committee disapproves any Plans submitted to it ("Disapproval"), the Committee shall notify said Owner in writing of such disapproval and the reason therefore. Said Owner may thereafter resubmit the Plans for reconsideration, to Declarant until the Committee Turnover Date and thereafter to the Board, within forty-five (45) days of the Disapproval by submitting to Declarant or the Board, as the case may be, a copy of the Plans accompanied by a written statement setting forth the grounds for the appeal. If not appealed to Declarant or the Board, as the case may be, within said forty-five (45) day period, such Disapproval by the Committee shall be final and binding on all parties concerned therewith. Declarant or the Board, as the case may be, shall have forty-five (45) days to approve or disapprove the Plans. In approving or disapproving any Plans on appeal, the Declarant's or the Board's decision, as the case may be, shall be governed by the same factors that the Committee is required to consider. In no event, however, shall any Improvement be erected or be allowed to remain which violates any conditions or restrictions contained in this Declaration, the Palmira Golf and Country Club Documents or any applicable zoning or building ordinance or regulation.

6. Golf Club Notice Rights: The Golf Club Owner shall be given notice of any meeting of the Committee in which the Improvement under consideration, excluding any Declarant Improvements, is contiguous to the Golf Club Facilities. Notice shall be given to the Golf Club Owner within five (5) days of such Owner's request to the Committee for approval of the subject Improvements for the purpose of obtaining comments from the Golf Club Owner, provided, however, the Committee shall not be required to act upon any comments from the Golf Club Owner but shall only take such comments under advisement.

7. Committee Standards: The Committee is empowered to publish or modify from time to time design and development standards for Palmira Golf and Country Club including, but not limited to, standards for the following ("Standards"): (i) architectural design of improvements including, but not limited to, design standards for any Dwelling Unit or other Improvement constructed within the Committed Property; (ii) fences, walls and similar structures; (iii) exterior building materials and colors; (iv) exterior topography and landscaping; (v) exterior appurtenances relating to utility installation; (vi) signs and graphics, mailboxes and exterior lighting; (vii) building setbacks, pools and pool decks, side yards and related height, bulk and design criteria; (viii) pedestrian and bicycle ways, sidewalks and pathways; and (ix) all buildings, topography features, landscaping and improvements on lands owned or controlled by the Corporation. A copy of the Standards promulgated by the Committee shall be approved by Declarant, prior to the Committee Turnover Date, and thereafter by the Board. An Owner may obtain a copy of the Standards from the Corporation by making a written request therefor. The Committee may authorize, in a reasonable manner so as not to destroy the general scheme or plan of development of Palmira Golf and Country Club, variances from compliance with any Standards which it has promulgated pursuant hereto when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations may require. If any such variance is granted, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to that particular property and particular provision hereof or Standards promulgated hereby which are covered by the variance. Such variance shall be evidenced in writing and executed by the members of the Committee and kept with the official records of the Corporation.

8. **Liability; Indemnification:** The Committee, the Board, the Corporation and Declarant do not determine or assume any responsibility for the quality of construction or structural soundness of any Improvements and no obligation or liability relating to construction of any Improvements shall result from review or approval of any Plans by the Committee, Board, Corporation and/or Declarant. Furthermore, the Committee, the Board, the Corporation and/or Declarant do not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements. No member of the Committee, the Board, the Committee's duly authorized representative, the Corporation nor Declarant shall be liable to any Neighborhood Association, or to any Owner or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of said party's duties hereunder, unless due to willful misconduct. Each and every member of the Committee including, but not limited to, members designated by Declarant, shall be indemnified by the Corporation, the Neighborhood Associations and the Owners against all costs, expenses and liabilities, including Attorneys' Fees reasonably incurred by or imposed upon said members in connection with any proceeding, litigation or settlement in which said member becomes involved by reason of being or having been a member or representative of the Committee, the Board or Declarant which reviewed an appeal of a Committee decision, or any settlement thereof. The foregoing provisions for indemnification shall apply whether or not said member is a member or representative of the Committee, the Board or Declarant which reviewed an appeal of a Committee decision, or any settlement thereof at the time such expenses are incurred. Notwithstanding the above, in instances where such an individual admits to or is adjudged guilty of willful misfeasance or malfeasance in the performance of said member's duties, the indemnification provisions of this Declaration shall not apply; otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a member of the Committee may be entitled whether by statute or common law or other provision of the Palmira Golf and Country Club Documents.

9. **Enforcement:** There is specifically reserved unto the Committee the right of entry and inspection upon any Lot or Dwelling Unit or other portion of the Committed Property for the purpose of determination whether there exists any construction of any Improvement which violates the terms of any approval by the Committee or the terms of this Declaration or of any other covenants, conditions, and restrictions to which the deed associated with such Lot or Dwelling Unit or other instrument of conveyance makes reference. Except in emergencies, any exercise of the right of entry and inspection by the Committee hereunder shall be made only upon reasonable notice given to the Owner of record at least twenty-four (24) hours in advance of such entry. The Committee is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvements. The prevailing party in such litigation shall be entitled to recover all Attorneys' Fees in connection therewith. The Corporation shall indemnify and hold harmless the Committee from all costs, expenses and liabilities, including Attorneys' Fees incurred by virtue of any member of the Committee's service as a member of the Committee.

#### ARTICLE IV

#### EASEMENTS

Declarant hereby grants to the persons and entities hereinafter set forth and reserves the right on behalf of itself and the Corporation to grant exclusive and nonexclusive easements on, upon, over, across, through and under the Committed Property as deemed by Declarant and/or the Corporation to be in the best interests of and proper for Palmira Golf and Country Club including, but not limited to, the following easements:

A. **Utility, Governmental and Quasi-Governmental Service Easements over the Corporation Common Areas:**

A nonexclusive easement(s) to provide for installation, use, service, repair and maintenance of the power, electric transmission, lighting, water, sewer, irrigation and drainage systems, drainage and security services, governmental and quasi-governmental services including, but not limited to, police and fire protection, together with rights of ingress, egress and access for persons and equipment necessary for the aforementioned purposes for the benefit of Declarant, the Corporation, the Builders, and all appropriate utility companies, agencies, franchises or governmental or quasi-governmental agencies. Notwithstanding the foregoing, no such easement shall be permitted or

deemed to exist which may cause any building, permanent structure or other permanent facility within Palmira Golf and Country Club which has been constructed in accordance with the Palmira Golf and Country Club Documents and prior to the use of such easement to be materially altered or detrimentally affected thereby, nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with the Palmira Golf and Country Club Documents prior to the actual use of such easement. The foregoing shall not preclude such easements under then-existing Improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscaped area), provided, that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such Improvements other than a building or structure (such as, but not limited to, temporary alterations or removal of a fence or temporary excavation within a driveway, or parking access area) and (ii) the same is repaired and/or restored, as the case may be, at the expense of the person or entity making use of such easement within a reasonable period of time thereafter.

**B. Rights-of-Way over the Corporation Common Area:**

A nonexclusive perpetual easement of ingress and egress over, across and upon the Corporation Common Areas in favor of (i) delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical companies; (ii) other utilities as shall be authorized to service the Committed Property by Declarant, its successors or assigns; and (iii) such other persons as Declarant from time to time may designate. The walks, streets and other rights-of-way located within Palmira Golf and Country Club and so designated on any Plat, the Declaration, a Supplement, or any Palmira Golf and Country Club Document shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same to public ways, including dedicated streets, which easement is hereby created in favor of all of the Benefited Parties for their use for all proper and normal purposes and for the furnishing of services and facilities.

**C. Right of the Corporation and Declarant to Enter Upon the Committed Property:**

An easement(s) for ingress, egress and access in favor of Declarant, the Corporation and the Committee, and all agents, employees, or other designees of Declarant, the Corporation or the Committee to enter upon any portion of the Committed Property for the purpose of inspecting any construction, proposed construction, or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of an Owner, a Neighborhood Association or the Corporation, as applicable. Notwithstanding the foregoing, nothing contained herein shall be interpreted to impose any obligation upon the Corporation, the Committee or Declarant to maintain, repair, or construct any Dwelling Unit or other Improvement which an Owner or Neighborhood Association is required to maintain, construct or repair.

**D. Drainage, Water Management and Retention Easement:**

An easement for the installation, maintenance, construction and repair of water management and drainage facilities including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto and for water retention, irrigation, drainage and water management purposes in compliance with all applicable governmental requirements, including, but not limited to, the CDD and SFWMD. No structure, planting or other material shall be placed or permitted to remain and no alteration may be made to the easement area which may materially change the direction of flow, or drainage channels in the easement, or which may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the SFWMD and/or the CDD and their successors, as applicable, as long as same or a successor agency shall exist. The easement area on each portion of the Committed Property and any Improvements in it, together with adjacent shoreline and littoral areas shall be maintained continuously by the owner of such portion of the Committed Property in ecologically sound condition, except for those Improvements for which a public authority or utility company is responsible. Declarant, the Corporation, the Neighborhood Associations, the Builders and the Owners shall have the right to use the Water Management and Retention Easements to drain surface water from their Lots, the Corporation Common Areas and the Neighborhood Common Areas into the Surface Water Management System. In the event the SFWMD, the CDD and/or the Corporation are not satisfied with the maintenance of the Water Management and Retention Easement areas, such entities shall have the right to perform such maintenance and charge the owner of the property for



such maintenance.

E. Easement for Encroachments:

An easement(s) for encroachments in favor of Declarant, the Corporation, the Neighborhood Associations, the Owners, and all persons entitled to use that portion of the Committed Property in the event any portion of the Improvements located on any portion of the Committed Property now or hereafter encroaches upon any of the remaining portions of the Committed Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) in favor of Declarant, the Corporation, the Neighborhood Associations, the Owners and all their designees for the maintenance and use of the encroaching Improvements and such easements shall continue until said encroachments shall no longer exist.

F. Easement for Golf Club Use:

Non-exclusive, non-specific, perpetual easements for the benefit of the Golf Club, the Golf Club Owner and the users of the Golf Course Facilities over Lots, Corporation Common Areas, Neighborhood Common Areas and any other portions of the Total Property which are or may be adjacent to any Golf Course Area to permit every reasonable act necessary and appropriate for playing golf. These easements include, without limitation, the flight of golf balls over and landing of golf balls on the adjacent properties, the necessary and reasonable use of golf carts and maintenance equipment, the usual common noises associated with the playing of golf and maintenance of golf course facilities and the entrance, at reasonable times and in a reasonable manner, upon the adjacent properties to retrieve errant golf balls, provided, however, if any such adjacent property is fenced or walled, the golfer will seek and receive the permission of the owner of such property before entry. Declarant, Builders, the Corporation and the Neighborhood Associations shall not be liable or responsible for disputes between an Owner and any person using the Golf Course Facilities. Each Owner, by acceptance of delivery of a deed to a Dwelling Unit, assumes all risks associated with the Golf Club Facilities (irrespective of whether the Owner uses the Golf Club Facilities), such as the risk of property damage or personal injury, errant golf balls, loss of view, noise pollution, or other visual or audible offenses, or any other alleged wrong, and shall indemnify and hold harmless the Declarant, the Corporation, the Builders, and the Neighborhood Associations from any liability, claims or expenses, including attorneys' fees, arising or resulting from any errant golf balls or damages caused thereby to persons or property. No amendment to this Paragraph IV.F may be made without the written approval of the Golf Club Owner.

G. Easement for Golf Club Access and Parking:

A non-exclusive easement for the benefit of the Golf Club and members of the Golf Club (regardless of whether such persons are Members of the Corporation or any Neighborhood Association), their guests and invitees and the employees, agents, contractors and designees of the Golf Club for access to and use of the Golf Club Facilities over all Roadways located with the Total Property reasonably necessary to travel to and from the entrance to Palmira Golf and Country Club from and to the Golf Club Facilities, respectively, and, further, over those portions of the Total Property (whether Corporation Common Areas or otherwise) reasonably necessary for the operation, maintenance, repair and replacement of the Golf Club Facilities. Without limiting the generality of the foregoing, members of the Golf Club and permitted members of the public shall have the right to park their vehicles on the Roadways located within the Total Property at reasonable times before, during and after tournaments and other similar functions, if any, held at the Golf Club Facilities.

H. Plat Easements:

Palmira Golf and Country Club shall also be subject to such easements as are shown on any Plat.

I. Assignments:

The easements reserved hereunder unto Declarant and/or the Corporation may be assigned by Declarant and/or the Corporation in whole or in part to the County or the State of Florida or any

agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant and/or the Corporation.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION; BOARD OF THE CORPORATION

#### A. Membership:

The members of the Corporation shall be comprised of the "Initial Member", the "Association Member(s)" and the "Golf Club Member" (as those terms are defined in the Articles) (the "Initial Member", the "Association Member[s]" and the "Golf Club Member" are hereinafter sometimes collectively referred to as "Members"). The rights of the Members regarding voting, corporate meetings, notices, etc., shall be as set forth in the Articles and Bylaws.

#### B. Board:

The Corporation shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

## ARTICLE VI

### COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

#### A. Affirmative Covenant to Pay Operating Expenses:

In order to (i) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (ii) administer, maintain, operate and preserve the Corporation Common Areas for the recreation, use, safety, welfare and benefit of the Benefited Parties, there is hereby imposed upon the Neighborhood Associations and each Contributing Unit (as described in Paragraph VII.B hereinbelow) the affirmative covenant and obligation to pay to the Corporation, in the manner herein set forth, all Assessments including, but not limited to, the Individual Unit Assessments and any applicable Special Assessments and Individual Expense Assessments to be fixed, established and collected from time to time in the manner as hereinafter provided. The Condominium Declarations and Non-Condominium Declarations shall recognize that all of the covenants set forth in this Declaration including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses of the Corporation as herein set forth shall run with that portion of the Committed Property subject thereto. The Assessments, together with such Interest and Late Charges thereon and costs of collection thereof as hereinafter provided, shall be a charge on and a continuing lien upon the Dwelling Unit or Lot against which each Assessment is made.

The record Owner(s) of each Contributing Unit shall be personally liable, jointly and severally, to the Neighborhood Association of which they are a member and/or the Corporation for the payment of any Assessments levied by the Corporation and for all costs of collecting such Assessments including, but not limited to, Interest and Late Charges thereon and Attorneys' Fees.

#### B. Collection of Assessments:

Each Neighborhood Association and each Owner by acceptance of the deed or other instrument of conveyance conveying a Dwelling Unit or Lot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and consents to pay to the Corporation all Assessments in accordance with the provisions of the Palmira Golf and Country Club Documents. Any Assessments made pursuant to this Declaration against any Dwelling Unit or Lot shall constitute a "Common Expense" (as defined in the applicable Condominium Declaration or Non-Condominium Declaration) for which Owners are liable to the Neighborhood Association and which shall be collected in the same manner and to the same extent and by the same procedure as other Common Expenses. Each Neighborhood Association shall collect the Assessments for the Dwelling Units or Lots it operates and promptly remit the same to the Corporation when such Assessments are due in accordance with the terms hereof. Each Neighborhood Association shall be liable to the Corporation

for the payment of all levied Individual Unit Assessments in accordance with the total number of Contributing Units contained within such Neighborhood Association, Special Assessments in accordance with the total number of Contributing Units against which Special Assessments are levied and Individual Expense Assessments in accordance with the total amount of such Individual Expense Assessments which are assessed against Contributing Units within such Neighborhood Association. In the event the Neighborhood Association fails to collect any Contributing Unit Owner's pro rata share of the Assessment, such Neighborhood Association shall be obligated to advance such sum on behalf of such delinquent Contributing Unit Owner(s). In the event the Neighborhood Association fails to promptly remit such sums to the Corporation or the Contributing Unit Owner fails to promptly remit such sums to the Neighborhood Association, the Corporation and Declarant shall have all remedies provided at law or in equity in addition to those remedies set forth in Paragraphs C, D and F, as applicable, of this Article VI. In the event a Contributing Unit Owner(s) fails to pay any or all Assessments levied against his Contributing Unit(s) to the Neighborhood Association, the Neighborhood Association shall have all remedies set forth in the applicable Condominium Declaration or Non-Condominium Declaration for the nonpayment of Common Expenses.

C. Establishment of Liens:

Any and all Assessments levied by the Corporation in accordance with the provisions of this Declaration or any other Palmira Golf and Country Club Document including, but not limited to, the Assessment with Interest thereon and costs of collection thereof including, but not limited to, Attorneys' Fees and any and all Late Charges, are hereby declared to be a charge and continuing lien upon the Contributing Units against which such Assessments are made and shall further be the personal obligation of each such Contributing Unit Owner assessed. Said lien shall be effective only from and after the time of recordation among the public records of the County of a written, acknowledged statement by the Corporation setting forth the amount due to the Corporation as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a statement of the satisfaction of lien in recordable form. Notwithstanding anything to the contrary herein contained, the lien of the Assessments and any Late Charges thereon shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Contributing Unit by an Institutional Mortgagee of record when the lien of said first mortgage was placed upon the Contributing Unit prior to the recording among the public records of the County of the lien for Assessments provided for herein. Any Institutional Mortgagee or purchaser from an Institutional Mortgagee and their successors or assigns obtaining title to a Contributing Unit as a result of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure shall not be liable for the share of Assessments or Late Charges pertaining to such Contributing Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu thereof, unless the Assessment and/or Late Charges against the Contributing Unit in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The unpaid share of Assessments is collectible from all Contributing Unit Owners as provided in Article VII, Paragraph F hereof.

D. Collection of Delinquent Assessments:

In the event any Contributing Unit Owner shall fail to pay any Assessment to the Neighborhood Association of which such Owner is a member or any Neighborhood Association shall fail to pay the Assessment or any portion thereof to the Corporation within fifteen (15) days after the same becomes due, then the Corporation, through its Board, shall have any and all of the following remedies to the extent permitted by law. Such remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Corporation at law or in equity, and shall include the right to:

1. Charge Interest: To charge Interest on such unpaid Assessment(s) and all costs of collection thereof including, but not limited to, Attorneys' Fees from the date the Assessment becomes due, as well as Late Charges;

2. Accelerate: To, at its option, accelerate the entire amount of any Assessments due from any Neighborhood Association or from a defaulting Contributing Unit Owner for the remainder of the calendar year notwithstanding any provision for the payment thereof in installments, whereupon the entire unpaid balance of the Assessment(s) shall be due from the subject

Neighborhood Association or from the defaulting Contributing Unit Owner upon the date stated in the "Acceleration Notice" (as hereinafter defined), which date shall not be less than ten (10) days after the date of the Acceleration Notice. The term "Acceleration Notice" means the notice sent to either the Neighborhood Association or a Contributing Unit Owner as prescribed in Article XI, Paragraph C hereinbelow;

3. Advance Funds: To advance, on behalf of the defaulting Contributing Unit Owner(s) or Neighborhood Association(s), all funds necessary to accomplish the needs of the Corporation up to and including the full amount for which such defaulting Contributing Unit Owner(s) or Neighborhood Association(s) is liable to the Corporation. The amount(s) so advanced, together with Interest thereon and all costs of collection thereof including, but not limited to, Late Charges, if any, may thereupon be collected by the Corporation and such advance by the Corporation shall not waive the default;

4. Foreclosure Lien: To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Corporation in like manner as a foreclosure of a mortgage on real property; and

5. File An Action to Collect Assessments: To file an action at law to collect said Assessment due from a Neighborhood Association and/or the Assessment(s) due from the Contributing Unit Owner(s) in default plus Interest thereon and Late Charges, if any, without waiving any lien rights or rights of foreclosure in the Corporation.

E. Collection by Declarant and Reimbursements to Declarant:

In the event for any reason the Corporation shall fail to collect the Assessments, then Declarant shall at all times have the right but not the obligation to: (i) advance such sums as the Corporation could have advanced as set forth above; (ii) expend such funds directly on behalf of the Corporation; and (iii) collect Assessments. With respect to any such sums advanced by Declarant; Declarant shall be entitled to all remedies available to the Corporation as set forth above including, but not limited to, Late Charges.

F. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement:

Any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which are or may become a charge against any Contributing Unit. Further, Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Corporation where the same are overdue and where lapses in policies or services may occur. Declarant and any Institutional Mortgagees paying overdue Operating Expenses on behalf of the Corporation will be entitled to immediate reimbursement from the Corporation plus any costs of collection including, but not limited to, Late Charges. The Corporation shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

## ARTICLE VII

### METHOD OF DETERMINING ASSESSMENTS AND CONTRIBUTING UNITS

A. Determining Amount of Individual Unit Assessments:

"Individual Unit Assessment": The total anticipated Operating Expenses for each calendar year shall be set forth in a budget ("Budget") prepared and adopted by the Board after consideration of current Operating Expenses and future needs of the Corporation including, at the Board's sole discretion, provision for a "Reserve" (as hereinafter defined) for depreciation or deferred maintenance and any additional income and amounts to be collected from each Owner. The Budget shall be adopted not later than December 1 of the calendar year preceding the calendar year for which the Budget is to be adopted, if reasonably possible, except in the case of the Budget for the partial

calendar year following the date this Declaration is recorded in the public records of the County, which shall be adopted at a special meeting of the Board, and may be revised by the Board when it shall deem necessary or appropriate. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a "Special Assessment," or "Individual Expense Assessment," as hereinafter set forth) shall be apportioned among the Contributing Units as Individual Unit Assessments. The "Individual Unit Assessment" for each Contributing Unit shall be the quotient arrived at by dividing the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment or Individual Expense Assessment, by the total number of Contributing Units, subject to the terms and provisions of Paragraph C.2 below.

**B. Contributing Units:**

1. Each Lot on which a single Dwelling Unit may be constructed shall be a "Contributing Unit" upon the date such Lot becomes part of the Committed Property, whether or not a Dwelling Unit has been constructed thereon.

2. As to each Lot on which more than one (1) Dwelling Unit is permitted to be constructed, such Lot shall be deemed to have as many Contributing Units thereon as the number of Dwelling Units which are permitted to be constructed thereon, effective as of the later of: the date upon which such Lot becomes part of the Committed Property, or the date upon which Declarant specifies the number of Dwelling Units which may be built on such Lot. In the event Declarant and the Owner of any such Lot execute and record Neighborhood Covenants or an amendment thereto among the public records of the County decreasing the number of Dwelling Units permitted to be constructed thereon, the number of Contributing Units shall be adjusted accordingly as of the date of recordation thereof.

3. Destruction of Contributing Units Structure: Any structure constituting or containing Contributing Units which is destroyed or demolished shall nevertheless be deemed to contain the number of Contributing Units theretofore existing until: (i) such time as the structure is replaced and a new certificate of occupancy with respect thereto is issued, whereupon the number of Dwelling Units contained in the replaced structure shall be the number of Contributing Units; or (ii) a decision is reached to not restore any of the Dwelling Units and said decision is evidenced by a written instrument, approved by the Corporation and Declarant, if Declarant still owns any portion of the Total Property, and recorded among the public records of the County, in which event any such structure shall be deemed to contain no Contributing Units.

**C. Assessment Payments:**

1. Payment Times: The Individual Unit Assessments and Individual Expense Assessments for Cable Expenses shall be payable quarterly, in advance, on the first days of January, April, July and October or as the Board may otherwise determine. When a Contributing Unit comes into existence ("New Contributing Unit") as herein provided during a period with respect to which an Assessment or installment thereof has already been assessed, the New Contributing Unit shall be deemed assessed the amount of such Assessment or installment thereof and said amount shall be prorated from the date the New Contributing Unit comes into existence through the end of the assessed period. If the payment of such Assessment or installment thereof was due at the time the New Contributing Unit came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

2. Declarant's Rights and Obligations Regarding the Payment of Operating Expenses from Time to Time:

(a) Notwithstanding the provisions of Paragraph A above, Declarant recognizes that by reason of difficulties normally encountered in initially setting up the management and operation of a new development, it is useful to provide some form of guarantee of the Individual Unit Assessment for initial operations. Owners shall be assessed the Individual Unit Assessment for Operating Expenses as provided hereunder; provided, however, Declarant shall fix the Individual Unit Assessment for each Contributing Unit at Three Hundred Eighteen and No/100 (\$318.00) Dollars per quarter ("Guaranteed Individual Unit Assessment") (not including those expenses which are properly the subject of an Individual Expense Assessment, such as, but not limited to, Cable Expenses, or a Special Assessment) for the period commencing with the date of recordation of this

Declaration among the public records of the County through December 31, 2002 ("Initial Guarantee Period"). In the event Operating Expenses, other than those Operating Expenses that are properly the subject of an Individual Expense Assessment or a Special Assessment, exceed the amounts levied as Individual Unit Assessments against Owners other than Declarant, Declarant shall subsidize the Corporation's Operating Expenses during the "Guarantee Periods." "Guarantee Periods" collectively refers to the Initial Guarantee Period and the "Second Guarantee Period" (as herein defined), if any.

(b) Provided the Turnover Date has not occurred prior to December 31, 2002, then commencing on January 1, 2003 and ending December 31, 2003, provided the Turnover Date has not occurred prior to that date ("Second Guarantee Period"), Declarant shall have the option to:

(i) fix the Guaranteed Individual Unit Assessment at Three Hundred Fifty and No/100 (\$350.00) Dollars per quarter for the Second Guarantee Period, during which time Declarant shall continue to subsidize the Corporation's Operating Expenses, subject to Declarant's guarantee, which are not levied as Individual Unit Assessments against Owners other than Declarant; or

(ii) upon at least thirty (30) days prior written notice to the Corporation, calculate the Individual Unit Assessment for each Contributing Unit by dividing the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment or Individual Expense Assessment, by the ultimate number of Contributing Units intended to be constructed on the Committed Property as of such date and Declarant shall pay that portion of the actual Operating Expenses attributable to the number of Contributing Units owned by Declarant.

(c) Notwithstanding anything in this Declaration to the contrary, Declarant shall not be obligated to the Corporation or its members for: (i) any payment required from Declarant because of any Guarantee Period subsequent to the Turnover Date; (ii) payment of any Operating Expenses in the event that Individual Unit Assessments at or below the specified level are sufficient to pay the Operating Expenses incurred by the Corporation during any Guarantee Period; and (iii) Operating Expenses or increases thereof that are properly the subject of an Individual Expense Assessment or a Special Assessment. During any Guarantee Period, Declarant will not be required to pay any Individual Unit Assessment for any Lot or Dwelling Unit it owns. Upon the expiration of the Guarantee Period, Lots and Dwelling Units, including those owned by Declarant, if any, will be assessed for Operating Expenses as otherwise provided in this Declaration.

(d) Declarant hereby reserves the right to make any additional voluntary subsidy or payment to the Corporation at any time as Declarant determines in its sole discretion.

D. Special Assessments:

Special Assessments include, in addition to Assessments designated as Special Assessments in the Palmira Golf and Country Club Documents, (i) costs which do not occur yearly, whether or not for a cost or expense included within the definition of "Operating Expenses," (ii) those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for or on the Corporation Common Areas or the cost (whether in whole or in part) of reconstructing or replacing any such Improvements, and (iii) the cost to Contributing Unit Owners of Special Assessments that other Contributing Unit Owners fail or refuse to pay incurred pursuant to the provisions of Paragraph VII.F hereof. Special Assessments shall be assessed in the same manner as the Individual Unit Assessment; provided, however, that no Contributing Unit owned by Declarant shall be subject to any Special Assessment for capital improvements after the Turnover Date without the prior written consent of Declarant. Contributing Units owned by Declarant which are not subject to Special Assessments shall not be deemed to be Contributing Units in determining the respective amount of such Special Assessments being assessed against the Contributing Units subject thereto. Special Assessments shall be paid in a lump sum or in installments as the Board shall, from time to time, determine.

E. Individual Expense Assessments:

Individual Expense Assessments include any Assessment levied against any Owner occasioned by such Owner's or any such Owner's family members, guests, invitees or lessees and their family members, guests and invitees use, maintenance, or treatment of the Corporation

Common Areas and/or Residential Property or such person's non-compliance with the Palmira Golf and Country Club Documents (or by the Neighborhood Association of which such Owner is a member) including, but not limited to, non-compliance of Dwelling Units and any other Improvements or personal property contained therein with the standards set forth in the Palmira Golf and Country Club Documents, or as adopted from time to time by the Corporation or the Committee pursuant thereto, which causes the Corporation, Declarant or the Committee to incur additional costs and expenses which would not have been incurred if the Neighborhood Association(s) or Owner(s) or the Owner's family members, guests, invitees or lessees and their family members, guests and invitees had been in compliance with the foregoing ("Noncompliance"). The amount of the Individual Expense Assessment(s) shall be equal to any such additional costs incurred. The Individual Expense Assessment and any Late Charges relating thereto shall be assessed against the Owner(s) in Noncompliance and collected and enforced in the same manner as any other Assessments hereunder as provided herein.

The Corporation agrees to reimburse Declarant out of funds received by the Corporation from Individual Expense Assessments levied therefor for any cost incurred by Declarant, including Attorneys' Fees, as a result of such Noncompliance.

Individual Expense Assessments shall also include an Owner's Cable Expense, which is the Owner's pro rata share, as determined by the Corporation, of such amounts as are billed directly to the Corporation and due from the Corporation in the event Declarant or the Corporation enters into a contract with a cable television company or other entity, including Declarant, in order to make cable television service and/or any related telecommunication services available to all Dwelling Units pursuant to an agreement which provides that the Corporation shall be billed directly for all or certain of the cable television services and/or related services rendered by the cable company or other entity to Dwelling Units. Cable Expenses are not part of the Operating Expenses of the Corporation.

Notwithstanding anything to the contrary contained herein, it is recognized and declared that Individual Expense Assessments shall be in addition to and not part of any other Assessment and that any such Individual Expense Assessment assessed against an Owner shall be paid by such Owner in addition to any other Assessment.

F. Liability of Contributing Unit Owners for Assessments:

By the acceptance of a deed or other instrument of conveyance of a Lot or Dwelling Unit, each Owner thereof acknowledges and agrees that each Contributing Unit and the Owners thereof are jointly and severally liable for their own Individual Unit Assessment and their applicable portion of any Special Assessment as well as for all Assessments assessed as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Units for the Operating Expenses. Accordingly, it is hereby recognized and agreed by each Owner who is or becomes a Contributing Unit Owner for himself and his heirs, executors, successors and assigns that, in the event any Contributing Unit Owner fails or refuses to pay his Individual Unit Assessment or any portion thereof or his respective portion of any Special Assessment or other Assessment then, in the event, the other Contributing Unit Owners may be responsible for increased Individual Unit Assessments or Special Assessments or other Assessments due to the nonpayment by such Contributing Unit Owner. Such increased Individual Unit Assessment or Special Assessment or other Assessment can and may be enforced by the Corporation, Declarant and Institutional Mortgagees in the same manner as all other Assessments hereunder in accordance with the terms and provisions of this Declaration.

ARTICLE VIII

OPERATING EXPENSES;  
CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Corporation Common Areas and the Corporation are hereby declared to be Operating Expenses which the Corporation is obligated to assess and collect and which the Contributing Unit Owners are obligated to pay as provided herein or as may be otherwise provided in the Palmira Golf and Country Club Documents:

A. Taxes:

Any and all taxes and tax liens which may be levied or assessed at any and all times upon the Corporation Common Areas or against any Improvements or personal property thereon, against the Corporation or against any and all personal property and Improvements owned by the Corporation which now or hereafter may be placed on the Corporation Common Areas by any and all taxing authorities including, but not limited to, income taxes, employee taxes and all other taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, including any interest, penalties and other charges which may accrue on any of the foregoing.

B. Utility Charges:

All charges levied for utilities providing services for the Corporation Common Areas whether supplied by a private or public firm including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service.

C. Insurance:

Premiums on the policy or policies of insurance which the Corporation, in its sole discretion, determines to obtain; provided, however, that the Corporation shall obtain and maintain at least the following types of insurance coverage assuming such are reasonably available at a reasonable cost:

1. Casualty: Property insurance in an amount equal to the current full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage including, but not limited to, tennis courts, playground equipment, fencing, pools, if any, landscaping or paving, of Improvements now or hereafter located upon the Corporation Common Areas including fixtures, personal property and equipment thereon affording protection against such risks as shall customarily be covered with respect to areas similar to the Corporation Common Areas in developments similar to Palmira Golf and Country Club in construction, location and use. Such insurance shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage. If required by an Institutional Mortgagee, and if available, such insurance shall include a "Construction Code Endorsement" (including a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," and an "Increased Cost of Construction Endorsement") or its equivalent endorsement (without contribution), an "all risk" endorsement, an "Agreed Amount Endorsement" and an "Inflation Guard Endorsement."

2. Public Liability: Comprehensive public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Corporation and Declarant, as long as Declarant owns any portion of the Total Property, as named insureds and insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Corporation Common Areas and any Improvements located thereon, any action of the Corporation and/or Declarant and for any other risks insured against by such policies with limits of not less than One Million (\$1,000,000) Dollars for damages incurred or claimed by any one person or for any one occurrence and for Two Hundred Fifty Thousand (\$250,000) Dollars for property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against liability for non-owned and hired automobiles, liability for property of others, contractual and all written contract insurance (including legal liability arising out of lawsuits related to employment contracts of the Corporation), employers liability insurance for the Corporation, host liquor liability, worker's compensation and such other risks as are customarily covered with respect to areas similar to the Corporation Common Areas in developments similar to Palmira Golf and Country Club in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Corporation, any Neighborhood Association, Declarant or any Owner or deny the claim of Declarant, the Corporation or any Neighborhood Association because of negligent acts of the other or the negligent acts of an Owner. Such insurance shall also provide, where possible, for waiver of subrogation with respect to all Owners for any damage caused to Improvements on the Corporation Common Areas by such Owners not arising from their willful misconduct.



3. Fidelity: Adequate fidelity coverage to protect against dishonest acts on the part of officers, the Board and employees of the Corporation and all others who handle or are responsible for handling funds of the Corporation or to whom such responsibility is delegated (whether or not they receive compensation) in the form of fidelity bonds which meet the following requirements:

- (a) name the Corporation as an obligee;
- (b) are written in an amount equal to at least twenty-five percent (25%) of the estimated annual Operating Expenses plus all reserve funds, if any, held by the Corporation; and
- (c) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar term.

4. Officer and Director Liability: Officer and Director liability insurance, and liability insurance for members of the Committee as shall be determined by the Board to be required or beneficial for the protection of the members of the Board, the officers of the Corporation and the members of the Committee.

5. Flood: If determined appropriate by the Board or if required by any Institutional Mortgagee, a master or blanket policy of flood insurance covering the Corporation Common Areas and any Improvements, or personal property located thereon under the National Flood Insurance Program in the form of a standard policy issued by a member of the National Flood Insurers Association. The amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all Improvements and other insurable property located in the flood hazard area exclusive of land, foundation and other items normally excluded from such coverage.

6. Other: Such other forms of insurance and coverages and in such amounts as the Board shall determine to be required, or beneficial or in the best interests of Palmira Golf and Country Club or the Corporation for the protection or preservation of the Corporation Common Areas and any Improvements now or hereafter located thereon.

7. Policy Requirements: All policies of insurance or fidelity bonds required to be obtained by the Corporation pursuant to this Article VIII shall provide that they may not be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Corporation. All policies of insurance and fidelity bonds required to be obtained by the Corporation shall be from generally acceptable insurance carriers acceptable to the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation. Notwithstanding the foregoing, in the event the Board determines that the cost for insurance or fidelity bonds required to be obtained by the Corporation pursuant to this Article VIII is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

D. Reconstruction of Improvements:

Any and all sums necessary to repair, replace, construct or reconstruct Improvements upon the Corporation Common Areas damaged by any casualty not covered in whole or in part by insurance and Individual Expense Assessments. Any difference between the amount received from insurance proceeds and Individual Expense Assessments with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the Improvement so damaged shall be an Operating Expense and assessed as a Special Assessment which the Corporation will levy to pay such Operating Expense within ninety (90) days from the date such damage was incurred unless the Corporation has sufficient funds available for payment without the need of a Special Assessment. The Corporation shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the County any funds collected by Special Assessment or other funds in lieu thereof and all insurance proceeds and Individual Expense Assessments so that the funds on deposit collected by the Corporation will equal the cost of repair, replacement, construction or reconstruction of the damaged Improvements. The Corporation shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as is reasonably possible after the date of the damage.

Should the insurance proceeds and Individual Expense Assessments be sufficient to repair, replace or reconstruct the building or Improvement so damaged and there remains an excess after payment for repair, replacement and reconstruction, then any excess shall be held by the Corporation for the use of the Corporation. In the event that repairs and replacements were paid for by any Special Assessment as well as insurance proceeds and Individual Expense Assessments then, if after the completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of the Corporation, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and Individual Expense Assessments and any remaining funds shall be deemed to be remaining Special Assessments which shall be returned to the Contributing Unit Owners by means of a distribution pro rata in accordance with the collection of that Special Assessment(s).

E. Maintenance, Repair and Replacement of the Corporation Common Areas:

Any and all expenses necessary to:

1. Maintain and preserve the landscaped, grassed, open and natural portions of the Corporation Common Areas including, but not limited to, expenses such as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like;

2. Maintain, operate, repair and replace any and all Improvements including, but not limited to, decorative walls, fences and entry features, personal property, fixtures, and equipment, if any, placed, erected or controlled by Declarant or the Corporation upon the Corporation Common Areas in a manner consistent with the intended use thereof and with the development of Palmira Golf and Country Club and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state or County laws, statutes, ordinances, orders, rulings and regulations;

3. Maintain, repair and replace all signs including, but not limited to, street, directional and informational signs installed or placed on any part of the Committed Property by Declarant or the Corporation which are not maintained, repaired and replaced by the County, State of Florida or other applicable governmental body or agency; and

4. Maintain and operate a manned entrance gate and such other security services as deemed appropriate, such as, by way of example only, a roving patrol.

F. Damage to the Corporation Common Areas by Owners:

The foregoing maintenance, repairs or replacement within the Corporation Common Areas arising out of or caused by the willful or negligent act of an Owner, said Owner's lessees, licensees, agents, family members, guests or invitees will, to the extent deemed appropriate by the Board, be paid for by such Owner as an Individual Expense Assessment.

G. Administrative and Operational Expenses:

The costs of administration for the Corporation in the performance of its functions and duties under the Palmira Golf and Country Club Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses, fees or expenses related to the proper functioning of the Committee (except for any expenses charged to a particular Owner pursuant to the provisions of Article VII.E), and fees or costs of any management company or companies or contractors (any of which may be, but are not required to be, a subsidiary, affiliate, or an otherwise-related entity of Declarant) retained by the Corporation to assist in the operation of the Corporation Common Areas or portions thereof and to perform or assist in the performance of certain obligations of the Corporation under the Palmira Golf and Country Club Documents.

H. Compliance with Laws:

The Corporation shall take such action as it determines necessary or appropriate in order for the Corporation Common Areas and the Improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements,

drainage requirements, sanitary conditions and fire hazards.

I. Indemnification:

The Corporation covenants and agrees that it will indemnify and hold Declarant harmless from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Corporation Common Areas and Improvements thereon, and from and against all costs and expenses including, but not limited to, Attorney's Fees, expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon and from and against any orders, judgments and/or decrees which may be entered thereon. The Corporation shall also indemnify Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of enforcing the Declarant's rights under any of the Palmira Golf and Country Club Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Palmira Golf and Country Club Documents to be kept or performed by the Corporation or the Owners. As an Operating Expense, the costs and expenses of fulfilling this covenant of indemnification set forth in this Paragraph may be the subject of a Special Assessment.

J. Failure or Refusal of Contributing Unit Owners to Pay Assessments:

Funds needed for Operating Expenses due to the failure or refusal of Contributing Unit Owners to pay Assessments levied shall themselves be deemed to be Operating Expenses and may properly be the subject of a Special Assessment subject to the limitations thereon with respect to Contributing Units owned by Declarant.

K. Extraordinary Items:

Extraordinary items of expense under the Palmira Golf and Country Club Documents such as expenses due to casualty losses and other extraordinary circumstances may be the subject of a Special Assessment subject to the limitations thereon with respect to Contributing Units owned by Declarant.

L. Special Assessments - Capital Improvements:

Special Assessments needed for capital improvements in excess of Five Hundred and No/100 (\$500.00) Dollars per Contributing Unit must be approved by the affirmative vote of a majority of all votes which the Representatives are collectively entitled to cast, except that no such approval need be obtained for a Special Assessment for the replacement or repair of previously existing Improvements or personal property on the Corporation Common Areas.

M. Costs of Reserves:

Any funds necessary to establish an adequate reserve fund ("Reserves") for depreciation and/or deferred maintenance of the Corporation Common Areas and the Improvements thereon in amounts determined sufficient and appropriate by the Board, from time to time. The Reserves, if any, shall be deposited in a separate account and the monies collected by the Corporation for Reserves shall be and shall remain the exclusive property of the Corporation; no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

N. Maintenance of Surface Water Management System:

Notwithstanding the right of the SFWMD to maintain the Surface Water Management System and the portion of the Water Management and Retention Easements which are under water, the Corporation shall provide maintenance for such areas including, but not limited to, chemically treating the waters of such areas and controlling water levels and maintaining and operating any Improvements and amenities established within such areas, and the expense thereof shall be an Operating Expense.

O. Maintenance of Swales and Other Portions of Dedicated Roadways Adjacent to or Within the Committed Property:

Expenses related to additional maintenance for dedicated roadways adjacent to or within the Committed Property. Such additional maintenance may include maintaining and preserving the landscaped portions thereof including, but not limited to, expenses such as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like.

P. Miscellaneous Expenses:

All expenses pertaining to or for the benefit of the Corporation Common Areas or any part thereof or the Corporation or otherwise incurred by the Corporation in administering, operating, reconstructing, maintaining, repairing, or replacing the Corporation Common Areas or fulfilling any of its obligations or responsibilities pursuant to the Palmira Golf and Country Club Documents not herein specifically enumerated and which expense is determined to be an appropriate item of Operating Expense by the Board.

## ARTICLE IX

### NEIGHBORHOODS

A. Enforcement of Neighborhood Covenants:

In the event that any Neighborhood Association(s) does not enforce any or all provisions of its Neighborhood Covenants, Condominium Declaration or Non-Condominium Declaration or perform any of its duties and responsibilities pursuant to its articles of incorporation, bylaws or rules and regulations, or is unable to resolve any type of dispute or other matter of common concern to any number of Neighborhood Associations, Declarant, in Declarant's sole discretion, or the Corporation, in the Corporation's sole discretion, may enforce such Neighborhood Covenants, Condominium Declaration or Non-Condominium Declaration or may arbitrate such dispute and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance as an Individual Expense Assessment pursuant to the provisions of Paragraph VII.E hereof.

B. Entry Rights:

Each Neighborhood Association and each Owner shall permit Declarant and the Corporation, their designees or any of their agents or employees to enter upon Neighborhood Common Areas and upon a Lot or Dwelling Unit at reasonable times, to carry out the provisions of this Declaration and the same shall not constitute a trespass.

C. Neighborhood Common Areas:

1. The cost and expense of the Neighborhood Common Areas shall not be an Operating Expense but shall be borne exclusively by the Owners of Dwelling Units located in the Neighborhood as set forth in the applicable Condominium Declaration or Non-Condominium Declaration; and

2. The Corporation may contract with any Neighborhood Association to provide for the operation and maintenance of such Neighborhood Association's Neighborhood Common Areas.

D. Neighborhood Covenants:

Neighborhood Covenants may contain restrictions as to the Neighborhood property which are more restrictive than the restrictions in this Declaration, unless specifically prohibited herein.

E. Declarant's Rights:

Declarant reserves the right, and the power, without the consent of any other person being required:

1. To amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods;

2. To supplement this Declaration by recording separate Neighborhood Covenants; and

3. To determine consistency of all Condominium Declarations and Non-Condominium Declarations with this Declaration and the plan of development of Palmira Golf and Country Club, and approve and consent to all Condominium Declarations and Non-Condominium Declarations prior to their recordation in the public records of the County. CONDOMINIUM DECLARATIONS AND NON-CONDOMINIUM DECLARATIONS SHALL NOT BE EFFECTIVE UNTIL DECLARANT APPROVES AND CONSENTS TO SAME.

F. Individual Expense Assessments:

The Corporation may levy Individual Expense Assessments against the Owners in a Neighborhood for expenses incurred by the Corporation specifically for such Neighborhood.

## ARTICLE X

### LEASE AND CONVEYANCE OF DWELLING UNITS

A. Leases:

1. Terms: No Dwelling Unit may be rented for a term of less than thirty (30) consecutive days at any one (1) time and no Dwelling Unit may be rented more than three (3) times in any twelve (12)-month period. No portion of a Dwelling Unit (other than the entire Dwelling Unit) may be rented.

2. Lease Provisions: All leases shall provide that all lessees, their family members, guests and invitees, are subject to the terms of the Palmira Golf and Country Club Documents. All leases shall further provide that the Corporation shall have the right to terminate a lease upon failure by the lessee, or said lessee's family members, guest and invitees, to observe any of the provisions of the Palmira Golf and Country Club Documents, including, but not limited to, any Rules that may be promulgated by the Corporation.

B. Conveyances:

In order to insure a community of congenial residents and thus protect the value of the Dwelling Units, the sale or exchange of a Dwelling Unit by any Owner other than Declarant or a Builder shall be subject to the following provisions:

1. Any Owner who enters into an agreement to sell his or her Dwelling Unit (for purposes of this Paragraph X.B, "Seller"), shall within ten (10) days after the execution of such agreement furnish to the Corporation written notice of the name or names and residence address(es) of the proposed purchaser or purchasers, together with a copy of the said purchase agreement. The Seller shall also furnish the Corporation with such other information as the Corporation may reasonably require. Notice shall not be deemed to be given if it is erroneous in any material aspect.

2. Upon receipt by the Corporation of that required in Subparagraph X.B.1 hereinabove, the Corporation shall have twenty (20) days from receipt to approve or disapprove the proposed purchaser. If the Corporation disapproves the proposed purchaser other than for any reason than such a conveyance would constitute a clear violation of the Palmira Golf and Country Club Documents, the Corporation shall, within thirty (30) days after the Corporation receives notice from the Seller of the proposed sale, furnish Seller with an approved purchaser who will accept terms of sale as favorable to Seller as those terms initially set forth in the notice to the Corporation by Seller. In the event that the Corporation does not furnish to Seller a substitute purchaser in the manner provided above, or such purchaser shall default, Seller shall be free to sell his or her Dwelling Unit to the purchaser initially proposed by Seller, and the Corporation shall provide said purchaser with a certificate of approval. Any approval by the Corporation shall be in recordable form and delivered by the Corporation to the purchaser, and except as otherwise provided herein, no sale of any Dwelling Unit shall be valid without such approval.

3. Any Owner transferring the title to his or her Dwelling Unit to his or her spouse or to any immediate member of his or her family shall provide notice to the Corporation within ten (10) days of any such transfer, which transfer shall not be subject to approval or disapproval by the

Corporation.

4. In the event an Owner transfers title of his or her Dwelling Unit to a person residing in the Dwelling Unit with such Owner ("Co-Resident"), then the Owner must notify the Corporation of such transfer within ten (10) days thereof. The Corporation shall approve any such transfer, which approval shall be evidenced as provided in subparagraph C.2(b) hereinbelow, unless within fifteen (15) days of receipt of such notice, the Corporation raises an objection to such transfer based upon the Co-Resident's objectionable behavior while in residence, including, but not limited to, any violation of the Palmira Golf and Country Club Documents. In such event, the Corporation shall disapprove the transfer of title to the Co-Resident and within thirty (30) days of the Corporation's notice to the Co-Resident of its disapproval, the Co-Resident shall transfer title to the Dwelling Unit back to the original Owner.

C. Deceased Owners:

1. If an Owner should die and the title to his or her Dwelling Unit shall pass to his or her surviving spouse or to any immediate member of his or her family, such successor in title shall fully succeed to the ownership, rights, duties and obligations of the Owner, the provisions of Subparagraph X.B.1 hereinabove notwithstanding.

2. (a) If title to the Dwelling Unit of a deceased Owner shall pass to any person other than a person or persons designated in Subparagraph X.C.1 hereinabove, then such person shall give the Corporation notice within ten (10) days of acquiring such title. If the new titleholder resided with the deceased Owner at the Dwelling Unit, then such Co-Resident shall include such information with the notice to the Corporation. Within thirty days (30) after receipt of such notice and all information required hereunder, the Corporation must either approve or disapprove the continuance of such successor in title's ownership of the Dwelling Unit.

(b) If approved, the approval shall be stated in a certificate executed by the President (or a Vice President) in recordable form, and shall be delivered to the new Owner for recording in the public records of the County at the expense of the Owner. In the case of a Co-Resident, the Corporation shall approve such ownership, which approval shall be evidenced as provided herein, unless, within fifteen (15) days of receipt of the Co-Resident's notice, the Corporation raises an objection to the Co-Resident's continuing residency based upon such Co-Resident's objectionable behavior while in residence, including, but not limited to, any violation of the Palmira Golf and Country Club Documents. In such event the Corporation shall disapprove the transfer in title to the Co-Resident, as provided hereinabove.

(c) If the Corporation shall disapprove the transfer of ownership to a Dwelling Unit to such successor in title, the Owner shall be advised of the disapproval in writing within thirty (30) days after the Corporation's receipt of the notice and all information required hereunder; in such event, within forty-five (45) days after receipt from the Owner of the notice and information required to be furnished hereunder, the Corporation shall deliver or mail by certified mail to the Owner an agreement to purchase ("approved contract") by a purchaser (which may be the Corporation or any other person or legal entity) approved by the Corporation who will purchase, and to whom the Owner must sell upon the following terms:

(i) The sale price shall be the fair market value of the Dwelling Unit determined by agreement between the seller and purchaser within twenty (20) days from the delivery or mailing by the Corporation of the approved contract. In the absence of such agreement, the sale price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Dwelling Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in U.S. cash.

(iii) The sale shall close within forty-five (45) days following the determination of the sale price.

(iv) A certificate of the Corporation approving the purchaser, executed by its

President (or a Vice President), in recordable form, shall be recorded in the public records of the County at the expense of the purchaser.

(v) The approved contract must be executed by the Owner and returned to the Corporation within ten (10) days after the Owner receives said approved contract.

(vi) If the Corporation shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Corporation shall default under the approved contract, then notwithstanding the disapproval or default, such ownership of the Owner shall be deemed to have been approved, and the Corporation shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of the County at the expense of the Owner.

3. Nothing in this Paragraph X.C shall be deemed to reduce, forgive or abate any amounts due the Corporation from the Owner at the time of his or her death, nor the Assessments attributable to the Dwelling Unit becoming due after the Owner's death.

D. Neighborhood Associations:

No Neighborhood Association shall have the right to approve or disapprove the sale or transfer of a Dwelling Unit.

## ARTICLE XI

### GENERAL PROVISIONS

A. Lawful Use of Committed Property:

Each portion of the Committed Property will be subject to, and the Corporation and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, and any and all other governmental and public authorities and boards or officers of the same relating to such Committed Property and any Improvements thereon or the use thereof. No illegal purpose or use shall be permitted on any portion of the Committed Property.

B. Incorporation of Palmira Golf and Country Club Documents:

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Committed Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the applicable Palmira Golf and Country Club Documents including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Palmira Golf and Country Club Documents is specifically set forth by reference in such deed. Acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Palmira Golf and Country Club Documents.

C. Notices:

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the personal delivery or the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Corporation at the time of such mailing and in the absence of any specific address at the address of any Dwelling Unit owned by such Owner; (ii) the Corporation, at 3185 Horseshoe Drive South, Naples, Florida 34104, or such other address as the Corporation shall hereafter notify Declarant and the owners of in writing; and (iii) Declarant, at 3185 Horseshoe Drive South, Naples, Florida 34104, or such other address or addresses as Declarant shall hereafter notify the Corporation of in writing, any such notice to the Corporation of a change in Declarant's address being deemed notice to the Owners. Upon request of an Owner, the Corporation shall furnish to such Owner the then current address for Declarant as reflected by the Corporation records.

A notice of each annual Corporation meeting or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, shall be served upon the Representative(s) of each Neighborhood Association as shown on the records of the Corporation, at least fourteen (14)

days prior to such meeting. A notice mailed or delivered in the manner provided herein shall be considered duly served. The Representative(s) of each Neighborhood Association shall notify the members of the Neighborhood Association represented by said Representative(s) of a meeting in the manner set forth in the Bylaws or any other Palmira Golf and Country Club Document when such is required pursuant to the notice received by the Representative(s) or as required pursuant to this Declaration or any other Palmira Golf and Country Club Document.

D. Rights of Institutional Mortgagees:

Upon receipt by the Corporation from any Institutional Mortgagee of a copy of the recorded mortgage held by such Institutional Mortgagee on a Lot or Dwelling Unit, together with written request from such Institutional Mortgagee requesting that the items listed below and specifying the address to which said items are to be sent, the Corporation (until the Corporation receives a written request from such Institutional Mortgagee to discontinue sending the following items or until the mortgage is discharged of record) shall timely send to such Institutional Mortgagee the following:

1. A copy of any financial statement of the Corporation which is sent to the Owner of such Lot or Dwelling Unit;

2. Written notice of any termination by the Corporation of any third-party management of the Corporation Common Areas, and the assumption by the Corporation of the self-management of the Corporation Common Areas; provided, however, such assumption by the Corporation of the self-management of the Corporation Common Areas shall not occur unless approved by the Owners of seventy-five percent (75%) of the Dwelling Units and the Institutional Mortgagees holding first mortgages encumbering fifty-one percent (51%) of the Dwelling Units encumbered by such first mortgages, if such professional management has previously been required by such Institutional Mortgagees and Declarant and the Corporation agreed in writing with said Institutional Mortgagees that the Corporation would not assume self-management of the Corporation Common Areas;

3. Ten (10) days prior written notice of the cancellation or termination by the Corporation of any policies of insurance covering the Corporation Common Areas or any Improvements thereon, or any fidelity bonds of the Corporation as required pursuant to Paragraph VIII.C hereof, as well as copies of any notices of cancellation by others received by the Corporation with respect thereto;

4. Written notice of any damage or destruction to the Improvements located on the Corporation Common Areas which affects a material portion of the Corporation Common Areas;

5. Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Corporation Common Areas;

6. Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

7. Written notice of any failure by an Owner whose Dwelling Unit or Lot is encumbered by a first mortgage held by such Institutional Mortgagee to perform his obligations under the Palmira Golf and Country Club Documents including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

The failure of the Corporation to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

E. Enforcement:

The covenants and restrictions herein contained or contained in any of the Palmira Golf and Country Club Documents may be enforced by Declarant, the Corporation, any Owner(s), the Golf Club Owner, the CDD, the South Florida Water Management District and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to



enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Attorneys' Fees.

F. Captions, Headings and Titles:

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

G. Context:

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

H. Severability:

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event any of the provisions of this Declaration shall have more than one interpretation, one (or, more) of which is deemed invalid by a court of competent jurisdiction, said provision(s) shall remain in full force and effect given only such interpretations as judicially determined valid. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

I. Amendment and Modification:

The process of amending or modifying this Declaration shall be as follows:

1. Prior to Turnover Date: Until the Turnover Date, except as hereinafter provided in this Paragraph XI.I.1, all amendments or modifications may be made by Declarant without the requirement of the Corporation's consent or the consent of the Owners; provided, however, that the Corporation shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Notwithstanding the foregoing, no amendment hereto shall be adopted in accordance with this Paragraph XI.I.1, which materially and adversely affects the general plan of development for Palmira Golf and Country Club; instead any such amendments shall be adopted in accordance with the provisions of Paragraph XI.I.2 hereinbelow.

2. Subsequent to Turnover Date: After the Turnover Date, this Declaration may be amended: (i) by the affirmative vote of a majority of all votes which the Representatives are collectively entitled to cast in accordance with the terms and provisions contained in the Articles; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Representatives may be evidenced by a writing signed by the Representatives or by the affirmative vote of the Representatives at any regular or special meeting of the Corporation called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Corporation showing the consent to any such amendment by the majority of "Total Association Votes" (as defined in the Articles) controlled by such Representative. The Representatives shall be entitled to cast the Total Association Votes, in the manner set forth in Article V of the Articles describing the procedures for Special Voting Requirements. Amendments for correction of a scrivener's error(s) or other nonmaterial change(s) may be made by Declarant alone until the Turnover Date and thereafter by the Board without the need of consent of the Representatives.

3. Amendments Requiring Additional Consents: Notwithstanding the foregoing provisions of this Paragraph XI.I., no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant; the Golf Club Owner; the Town Center Club, the South Florida Water Management District; or of any Institutional Mortgagee under this Declaration or any other of the Palmira Golf and Country Club Documents without the specific written approval of such Declarant, Golf Club Owner, Town Center Club, South Florida Water Management District or Institutional Mortgagee affected thereby. Additionally, the approval of Representatives representing the Owners of at least seventy-five percent (75%) of the Dwelling Units and the Institutional Mortgagees holding fifty-one percent (51%) of the mortgages encumbering Dwelling Units which are encumbered by mortgages held by Institutional Mortgagees shall be required to materially amend any provisions of this Declaration or to add any material provision hereto which establishes, provides for, governs or regulates, changes, decreases or increases, waives or abandons any of the following: (i) the method of determining the obligations, Assessments, Assessment liens, subordination of such liens, or other charges levied against an Owner; (ii) the abandonment, partition, subdivision, alienation, release, transfer or encumbrance of the Corporation Common Areas, other than as provided in Paragraph III.A.2 hereof; (iii) the scheme for maintenance, repair and replacement of the Corporation Common Areas in such manner as to materially alter the general plan of development for Palmira Golf and Country Club; (iv) minimum hazard insurance and fidelity bond requirements for the Corporation Common Areas; (v) the enforcement of Paragraph III.D hereof pertaining to architectural design of Dwelling Units, in such manner as to materially affect the general plan of development for Palmira Golf and Country Club; (vi) the leasing of Dwelling Units; and (vii) restrictions on conveyances of Dwelling Units, unless made less restrictive.

4. Amendment Effective Date: A true copy of any amendment to this Declaration shall be sent first class mail (herein called the "Mailing") by the Corporation to Declarant and to all Institutional Mortgagees requesting notice pursuant to Paragraph XI.D hereof. An amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification among the public records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30)-day period is waived in writing by Declarant and all Institutional Mortgagees.

J. Condemnation:

In the event the Corporation receives any award or payment arising from any taking of the Corporation Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Corporation Common Areas and Improvements thereon to the extent deemed advisable by the Corporation and the remaining balance of such net proceeds, if any, shall then be held by the Corporation for the use of the Corporation.

K. Term:

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein including, without limitation, the provisions for Assessment shall run with and bind all portions of the Total Property which hereafter become Committed Property and inure to the benefit of Declarant, the Corporation, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration among the public records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded among the public records of the County, an instrument ("Termination Instrument") signed by the Owners of at least two-thirds (2/3) of all Dwelling Units and the Institutional Mortgagees holding at least two-thirds (2/3) of all first mortgages (by number and not by unpaid amount thereof) encumbering at least two-thirds (2/3) of all Dwelling Units encumbered by first mortgages held by Institutional Mortgagees agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

L. Availability of Palmira Golf and Country Club Documents:

The Corporation shall make available for inspection upon request during normal business

hours or under other reasonable circumstances to Owners, prospective purchasers of Dwelling Units and Lots, Institutional Mortgagees and the holders, insurers, guarantors or servicers of a first mortgage on any Dwelling Unit(s) or Lot(s), current copies of this Declaration, Articles, Bylaws and other rules governing the Corporation Common Areas, and other books, records and financial statements of the Corporation, including the most recent annual audited financial statement of the Corporation, if one has been prepared.

M. Conflict:

Notwithstanding anything to the contrary contained herein, in the event the terms and provisions of this Declaration should conflict with the terms and provisions of any other Palmira Golf and Country Club Document, the terms and provisions of this Declaration shall control in every instance, and the terms and provisions of the Articles shall control the Bylaws. Further, the Declaration, Articles and Bylaws, any Supplements and Plats and the Rules shall control over any Neighborhood Covenants.

N. Independent Builders:

The Total Property is being developed by the Declarant. Dwelling Units on individual Lots and in Neighborhoods may be constructed by Declarant or by Builders. If a Dwelling Unit is constructed by a Builder (any person or entity other than Declarant), Declarant shall have no liability whatsoever for the Builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the Dwelling Unit or actions of any principal, officer, director, partner, agent or subcontractor of any Builder.

O. Parklands West Community Development District Reimbursement:

The easements, dedications, other grants and/or rights provided to the (CDD) Parklands West Community Development District by this Declaration are in return for reimbursement of the costs thereof to Declarant.

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and the Corporation on the respective dates set forth below.

Signed, sealed and delivered in the presence of:

DECLARANT:

PARKLANDS DEVELOPMENT LIMITED PARTNERSHIP, a Delaware limited partnership

BY: RONTO DEVELOPMENTS PARKLANDS, INC., a Florida corporation, a general partner

[Signature]  
Signature  
Print Name: JAMES M. REINDERS

By: [Signature]  
Name: A. JACK SOLOMON  
Title: PRESIDENT

[Signature]  
Signature  
Print Name: John L. Foyck

(Corporate Seal)

CORPORATION:

PALMIRA GOLF AND COUNTRY CLUB MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

[Signature]  
Signature  
Print Name: John L. Foyck

By: [Signature]  
James M. Reinders, President

[Signature]  
Signature  
Print Name: Erika Ziegler Robinson

(Corporate Seal)

DR BK 03394 PG 0651

ATTEST:

[Signature]  
Signature  
Print Name: Jahol F. [unclear]

By: [Signature]  
Ken Bloom, Secretary

[Signature]  
Signature  
Print Name: Erika Ziegler Robinson

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF COLLIER )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, A. Jack Solomon, the President of RONTO DEVELOPMENTS PARKLANDS, INC., a Florida corporation, a general partner of PARKLANDS DEVELOPMENT LIMITED PARTNERSHIP, a Delaware limited partnership, known to me to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be the act and deed of said Corporation for the uses and purposes therein mentioned.

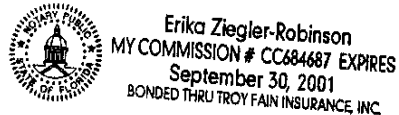
WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of March, 2001.

[Signature]  
Notary Public

Erika Ziegler-Robinson  
Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF COLLIER )



I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, James M. Reinders and Ken Bloom, the President and Secretary, respectively, of PALMIRA GOLF AND COUNTRY CLUB MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the persons who signed the foregoing instrument as such officers, and they acknowledge that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of March, 2001.

[Signature]  
Notary Public

Erika Ziegler-Robinson  
Typed, printed or stamped name of Notary Public

My Commission Expires:



OR BK 03394 PG 0652

EXHIBIT A

LEGAL DESCRIPTION OF TOTAL PROPERTY

All of the Plat of Palmira Golf and Country Club, as recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Lee County, Florida.

DR BK 03394 PG 0653

EXHIBIT A-1

LEGAL DESCRIPTION OF INITIAL PROPERTY

Tract A, Blocks 1 through 5, inclusive, and Parcel 7 of the Plat of Palmira Golf and Country Club, as recorded in Plat Book 0068, at Page 0059, of the Public Records of Lee County, Florida.

# State of Florida

EXHIBIT B



## Department of State

I certify from the records of this office that PALMIRA GOLF AND COUNTRY CLUB MASTER HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 7, 2001.

The document number of this corporation is N01000001591.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 801A00014160-030801-N01000001591-1/1, noted below.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighth day of March, 2001

Authentication Code: 801A00014160-030801-N01000001591-1/1



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**MORTGAGEE'S JOINDER AND CONSENT**

DEWEY R. GARGIULO and MICHAEL PROCACCI, as Trustees, the owner and holder of that certain Purchase Money First Mortgage recorded in Official Records Book 3022, at Page 2906, and modified by Mortgage Subordination Agreement and Consent recorded in Official Records Book 3186, at Page 270, both of the Public Records of Lee County, Florida ("Mortgage"), which encumbers the "Total Property," as defined in the foregoing Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club ("Declaration"), do hereby join in and consent to the recording of, and subordinate their interest under the aforesaid Mortgage to, the Declaration.

Signed, sealed and delivered  
in the presence of :

DEWEY R. GARGIULO, Trustee

Claudia Tyzka  
Witness Signature

Dewey R Gargiulo  
Date: \_\_\_\_\_

CLAUDIA TYZKA  
Printed Name

Linda S. Larrs  
Witness Signature

\_\_\_\_\_  
Post Office Address

Linda S. Larrs  
Printed Name

MICHAEL PROCACCI, Trustee

Claudia Tyzka  
Witness Signature

Michael Procacci  
Date: \_\_\_\_\_

CLAUDIA TYZKA  
Printed Name

Linda S. Larrs  
Witness Signature

\_\_\_\_\_  
Post Office Address

Linda S. Larrs  
Printed Name

STATE OF FLORIDA )  
) SS:  
COUNTY OF Collier )

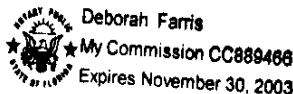
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by DEWEY R. GARGIULO. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of March, 2001.

Deborah Farris  
Notary Public State of Florida at Large

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:





STATE OF FLORIDA )  
 ) SS:  
COUNTY OF Collier )

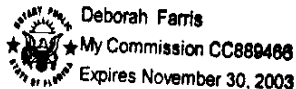
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by MICHAEL PROCACCI. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of March, 2001.

Deborah Farris  
Notary Public State of Florida at Large

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:





## EXHIBIT B

HD10000245737

ARTICLES OF INCORPORATION  
OF  
PALMIRA GOLF AND COUNTRY CLUB MASTER HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not For Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

ARTICLE I  
DEFINITIONS

All initially capitalized terms not defined in these Articles shall have the meanings set forth in the Declaration (as hereinafter defined). For clarification, the following terms will have the following meanings:

- A. "Articles" means these Articles of Incorporation of the Corporation.
- B. "Assessments" means the "Individual Unit Assessments," "Special Assessments" and "Individual Expense Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Corporation in accordance with the provisions of the Declaration, a Supplement or any other Palmira Golf and Country Club Document.
- C. "Board" means the Board of Directors of the Corporation.
- D. "Bylaws" means the Bylaws of the Corporation.
- E. "Committed Property" means that portion of the "Total Property" (as defined in the Declaration) committed to the provisions of the Declaration by the recordation of the Declaration or of a Supplement among the public records of the County.
- F. "Condominium Declaration" means a declaration of condominium recorded among the public records of the County, and all amendments thereto, by which a particular portion of the Committed Property within Palmira Golf and Country Club is submitted to the condominium form of ownership and the owners of the condominium units therein are members of a Neighborhood Association and whereby certain covenants and use restrictions have been imposed upon such portion of the Committed Property.
- G. "Contributing Unit Owner(s)" means the Owner of a "Contributing Unit" (as defined in the Declaration).
- H. "Corporation" means Palmira Golf and Country Club Master Homeowners Association, Inc., a Florida corporation not for profit.

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- I. "Corporation Common Areas" means those portions of the Committed Property more particularly described in Paragraph III.A.2 of the Declaration.
- J. "County" means Lee County, Florida.
- K. "Declarant" means Parklands Development Limited Partnership, a Delaware limited partnership, as more particularly described in the Declaration.
- L. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club to be recorded among the public records of the County, and any and all Supplements and amendments thereto.
- M. "Director" means a member of the Board.
- N. "Dwelling Unit" means any residential dwelling unit constructed on the Committed Property intended as an abode for one family including, without limitation, an attached or detached single-family home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any unit contained in any multi-unit residential building regardless of whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.
- O. "Golf Club Owner" means the owner of the "Golf Club," as defined in the Declaration.
- P. "Lot" means a portion of the Committed Property upon which a single Dwelling Unit is or a specific number of Dwelling Units are permitted to be constructed and which is part of the "Residential Property" (as defined in the Declaration).
- Q. "Member(s)" means the "Initial Member" (as more particularly described in subparagraph V.A.1 hereof), each and every "Association Member" (as more particularly described in subparagraph V.A.2 hereof), and the "Golf Club Member" (as more particularly described in subparagraph V.A.3 hereof) of this Corporation.
- R. "Neighborhood Association" means and refers to any property owners association, homeowners association, condominium association, or other such entity, their successors and assigns, responsible for administering a "Neighborhood" (as defined in the Declaration).
- S. "Non-Condominium Declaration" means a land use document recorded among the public records of the County and all amendments thereto which establishes that the Owners of non-condominium Dwelling Units and/or Lots within a portion of the Committed Property are members of a Neighborhood Association and whereby certain covenants and use restrictions have been imposed upon such portion of the Committed Property.
- T. "Operating Expenses" means the expenses for which Owners are liable to the Corporation as described in the Declaration and any other Palmira Golf and Country Club Documents and includes, but is not limited to, the costs and expenses incurred by the Corporation in

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administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Corporation Common Areas or any portion thereof and "Improvements" (as defined in the Declaration) thereon and all costs and expenses incurred by the Corporation in carrying out its powers and duties hereunder or under any other Palmira Golf and Country Club Document and any other expenses designated to be Operating Expenses by the Board, including, but not limited to, "Reserves" (as defined in Paragraph VIII.M of the Declaration), if any.

U. "Owner" means the owner of the fee simple title to a Dwelling Unit or a Lot and includes Declarant for so long as Declarant is the owner of the fee simple title to any Dwelling Unit or Lot.

V. "Palmira Golf and Country Club" means the multi-staged, planned community known as "Palmira Golf and Country Club" planned for development upon portions of the Total Property and includes the portions of the "Uncommitted Property" (as defined in the Declaration) which become Committed Property by the recording of the Declaration or, subsequently, by the recording of a Supplement.

W. "Palmira Golf and Country Club Documents" means in the aggregate the Declaration, any Supplements, any "Plats," all replats thereof, any "Neighborhood Covenants," the "Rules" (as such terms are defined in the Declaration), these Articles and the Bylaws and all of the instruments and documents referred to therein or referred to herein, including, but not limited to, amendments to any of the foregoing, as applicable.

X. "Representative(s)" means the individual(s) more particularly described in Paragraph V.C hereof.

Y. "Supplement" means a document which, when recorded among the public records of the County with respect to all or a portion of the Uncommitted Property, shall commit such property to the provisions of the Declaration, declaring it to be Committed Property, and/or which may modify the Declaration as to that portion of the property being committed or which has previously been committed.

Z. "Undeveloped Lot" means a Lot on which no Dwelling Unit has ever been issued a final certificate of occupancy by the appropriate governmental authority.

ARTICLE II  
NAME

The name of this Corporation shall be PALMIRA GOLF AND COUNTRY CLUB MASTER HOMEOWNERS ASSOCIATION, INC., whose present address is 3185 Horseshoe Drive South, Naples, Florida 34104.

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ARTICLE III  
PURPOSES

The purposes for which this Corporation is organized are to take title to, operate, administer, manage, lease and maintain the Corporation Common Areas or such portions thereof as are dedicated to or made the responsibility of the Corporation in the Declaration, a Supplement or in any other Palmira Golf and Country Club Document, in accordance with the terms and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not for profit in order to carry out the covenants and enforce the provisions of any Palmira Golf and Country Club Document.

ARTICLE IV  
POWERS

The Corporation shall have the following powers and shall be governed by the following provisions:

A. The Corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Palmira Golf and Country Club Documents.

B. The Corporation shall have all of the powers reasonably necessary to implement the purposes of the Corporation, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Declaration, any Supplement or any other Palmira Golf and Country Club Document.

2. To make, establish and enforce reasonable rules and regulations governing the use of the Committed Property or any portion thereof.

3. To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Operating Expenses in the manner provided in the Palmira Golf and Country Club Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Corporation.

4. To sue and be sued and enforce the provisions of the Palmira Golf and Country Club Documents.

5. To employ personnel; to retain independent contractors and professional personnel; to enter into service contracts to provide for the maintenance, operation and management of the Committed Property; and to enter into any other agreements consistent with the purposes of the Corporation, including, but not limited to, agreements with respect to the installation, maintenance and operation of a master television antenna system and cable television system, agreements with respect to security services, and agreements for professional management of the

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Committed Property and to delegate to such professional management certain powers and duties of the Corporation.

6. To acquire, own and convey real property, and to enter into agreements, or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefit to the members, whether or not such lands and facilities are contiguous to the lands of Palmira Golf and Country Club.

ARTICLE V  
MEMBERS AND VOTING

The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

A. The membership of the Corporation shall be comprised of the Initial Member, the Association Members and the Golf Club Member. Membership shall be established as follows:

1. Initial Member. Until the admission of the first Association Member(s) and the Golf Club Member, the initial membership of the Corporation shall be Declarant ("Initial Member"), and in the event of the resignation or termination of such membership by the Initial Member, then Declarant may nominate and designate a successor Initial Member.

2. Association Members. A Neighborhood Association shall become an "Association Member" of this Corporation when the Articles of Incorporation of such Neighborhood Association have been filed with the Office of the Secretary of State of the State of Florida and have become effective, and either a Condominium Declaration or Non-Condominium Declaration affecting a portion of the Committed Property is recorded among the public records of the County which establishes that the ownership of certain Dwelling Units or Lots requires such Owners to be members of such Neighborhood Association. Each Neighborhood Association shall notify the Corporation of the recordation of any such Condominium Declaration or Non-Condominium Declaration or other instrument establishing that the ownership of certain Dwelling Units and/or Lots requires such Owners to be members of such Neighborhood Association, and shall transmit to this Corporation true and recorded copies of such Condominium Declaration or Non-Condominium Declaration or other instrument which imposes membership in a Neighborhood Association and a current list of the members of such Neighborhood Association.

3. Golf Club Member. The Golf Club Member shall be the Golf Club Owner as described in the Declaration and such membership shall be effective upon the admission of the first Association Member.

B. The voting rights of the Members shall be as follows:

1. Until the "Turnover Date," as defined in Article X.C hereinbelow, the Initial Member shall have and exercise all of the votes in the Corporation, the number of which votes shall be equal to the number of "Total Units," as defined in Article X.C.1 hereinbelow.

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2. Until the Turnover Date, unless the Initial Member requests the vote of the Association Members as to any particular matter, as determined by the Initial Member and which vote shall be exercised as described immediately hereinbelow, the Association Members shall not exercise their votes but shall serve in an advisory capacity only.

3. The total number of votes of the Association Members at the time of any vote by the Association Members shall equal one (1) vote per Dwelling Unit or Lot under the control of the Neighborhood Association plus one (1) vote for each additional Dwelling Unit which may be constructed on any Lot under the control of such Neighborhood Association ("Total Association Votes"). Each Association Member shall cast its votes through its "Representative(s)" (as hereinafter defined) who shall be entitled to cast the Total Association Votes regardless of whether a meeting of the Neighborhood Association represented by such Representative(s) has been held or whether the members of such Neighborhood Association have voted, except in the case of issues or items relating to an amendment or modification of the Declaration subsequent to the "Turnover Date" (as hereinafter defined) and matters described in subparagraph C below which are subject to "Special Voting Requirements" (as hereinafter defined) and which shall be voted upon as set forth herein. Except for matters with Special Voting Requirements, nothing herein contained shall require that a Representative(s) cast in the same manner all the votes which he is or they are entitled to cast and the Representative(s) may cast fewer than the Total Association Votes.

4. The Golf Club Member shall not have a vote, but shall be given notice of all Board Meetings and Members' Meetings (as described in the Bylaws) and shall be given the opportunity to attend such meetings.

5. The Owner of a Lot who is not a member of a Neighborhood Association shall have the right to vote directly in the Corporation for items referred to as Special Voting Requirements, but only as to such items, equal to the number of units which are allowed to be constructed on such Lot.

C. The person elected president of each Neighborhood Association by the board of directors of such Neighborhood Association shall serve as the "Representative" of the Neighborhood Association unless another member of said Neighborhood Association is elected by the board of directors of such Neighborhood Association to serve as its Representative. The person elected vice-president of each Neighborhood Association shall serve as an alternate Representative in the event the Representative is unable to perform his or her duties at any given time, unless another member is elected by the directors of the Neighborhood Association to serve in such capacity. In the event a Neighborhood Association administers more than one hundred (100) Dwelling Units, such Neighborhood Association shall designate two (2) Representatives, which shall be the president and vice-president of such Neighborhood Association, unless other Neighborhood Association members are so designated by the directors of the Neighborhood Association. Such Representatives shall split their votes as directed in their Neighborhood Covenants. The directors of any such Neighborhood Association shall also designate the members who shall serve as alternate Representatives. The Corporation shall be notified of the names of the Representative(s) and alternate Representative(s) in writing. The Representative(s) shall determine the manner in which the Total Association Votes may be cast at all Members' meetings of the Corporation in accordance with these Articles and any

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other Palmira Golf and Country Club Document except as hereinafter provided for matters with Special Voting Requirements.

Notwithstanding the foregoing, or anything contained in the Palmira Golf and Country Club Documents to the contrary, with respect to the matters listed below, each Owner who is a member of a Neighborhood Association shall be entitled to determine the manner in which the Neighborhood Association's Representative(s) is to cast such Owner's vote ("Special Voting Requirements"), including during the period of time prior to the Turnover Date. The determination shall be made by the Owners by votes cast at a meeting of the Neighborhood Association and the Representative(s) shall only be permitted to cast the number of votes equivalent to and in the same manner as those votes cast by the Owners at such meeting of the Neighborhood Association. In the event any Owners should fail to vote with respect to matters affected by Special Voting Requirements, then, in such event, the Representative(s), to the extent Owners failed to vote, shall be prohibited from casting the Total Association Votes which the Representative(s) would otherwise have been entitled to cast had all the Owners voted at the Neighborhood Association meeting. The following matters shall be subject to Special Voting Requirements:

1. An amendment or modification to the Declaration subject to Article XI, Paragraph I, of the Declaration.
2. The term of the Declaration as provided in Article XI, Paragraph K of the Declaration.
3. The commencement of lawsuits by the Corporation, which shall require the prior approval of at least fifty-one percent (51%) of all Contributing Unit Owners, except in the case of lawsuits for the following purposes:
  - (i) The collection of Assessments;
  - (ii) The collection of other charges which Contributing Unit Owners are obligated to pay pursuant to the Declaration or any other Palmira Golf and Country Club Document;
  - (iii) The enforcement of the use and maintenance restrictions contained in the Declaration or any other Palmira Golf and Country Club Document; or
  - (iv) In an emergency when waiting to obtain the approval of the Contributing Unit Owners creates a substantial risk of irreparable injury to the Corporation Common Areas or to the Owners, provided that approval of fifty-one percent (51%) of the Contributing Unit Owners is obtained within sixty (60) days to continue such lawsuit, and further provided that the imminent expiration of a statute of limitations shall not constitute an emergency.
4. Any other matter requiring the vote of the Owners, as set forth in the Declaration or as determined to be necessary by a majority vote of the Board, or as determined to be desirable by the Initial Member prior to the Turnover Date.

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The manner in which the Total Association Votes shall be cast by the Representative(s) in all matters other than those for which the Special Voting Requirements are applicable shall be determined by such Representative(s) in his or her or their sole discretion.

D. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of the Palmira Golf and Country Club Documents.

ARTICLE VI

TERM

The term for which this Corporation is to exist shall be perpetual.

ARTICLE VII

INCORPORATOR

The name and street address of the incorporator of the Corporation are as follows:

<u>Name</u>	<u>Address</u>
James M. Reinders	3185 Horseshoe Drive South Naples, Florida 34104

The rights and interest of the incorporator shall automatically terminate when these Articles are filed with the Secretary of State of the State of Florida.

ARTICLE VIII

OFFICERS

A. The affairs of the Corporation shall be managed by the President of the Corporation, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as defined in the Bylaws); provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

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ARTICLE IX  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Directors are as follows:

President	-	James M. Reinders
Vice President	-	Jan Snider
Secretary	-	Ken Bloom
Treasurer	-	Ken Bloom

ARTICLE X  
BOARD OF DIRECTORS

A. The number of members of the first Board of Directors ("First Board") shall be three (3). Thereafter, the number of Directors of the Board shall be as provided in Paragraph C of this Article X.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>Name</u>	<u>Address</u>
James M. Reinders	3185 Horseshoe Drive South Naples, Florida 34104
Jan Snider	3185 Horseshoe Drive South Naples, Florida 34104
Ken Bloom	3185 Horseshoe Drive South Naples, Florida 34104

The First Board shall be the Board of the Corporation until the Turnover Date. Declarant shall have the right to appoint, designate or elect all the members of the First Board and, in the event of any vacancy, fill any such vacancy. Declarant reserves the right to remove any Director from the First Board.

C. After the Turnover Date, the Representatives shall form the Board, subject to Declarant's rights hereinbelow. The "Turnover Date" shall be ninety (90) days subsequent to the happening of any of the following events, whichever shall first occur:

1. Three (3) months after Declarant has "Conveyed" (as hereinafter defined) Dwelling Units and Undeveloped Lots to the extent that the number of Dwelling Units so Conveyed plus the maximum number of Dwelling Units permitted to be constructed upon such Conveyed

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Undeveloped Lots pursuant to the most restrictive of: (i) the applicable zoning; (ii) any of the Palmira Golf and Country Club Documents; or (iii) any other document recorded among the public records of the County, equals a total of ninety percent (90%) of all of the Dwelling Units permitted to be constructed as part of Palmira Golf and Country Club ("Total Units");

2. When all of the Total Units have been completed (as evidenced by the issuance of certificates of occupancy therefor) and some have been Conveyed and none of the others is being offered for sale by Declarant in the ordinary course of business; or

3. The date on which Declarant, within its sole discretion, causes the resignation of all the Directors on the First Board, which Declarant may do at any time.

The term "Conveyed" as used herein shall mean the sale of a Dwelling Unit or Undeveloped Lot to a purchaser who is not designated as a successor declarant or a "Builder" (as defined in the Declaration) and the recording of an instrument of conveyance to such purchaser among the public records of the County.

Within ninety (90) days subsequent to the happening of any of the foregoing events, whichever shall first occur, Declarant shall relinquish its right to appoint, designate or elect Directors and shall cause all the Directors on the First Board to resign and thereafter each Representative shall be a Director, provided, however, Declarant is entitled to appoint at least one (1) Director so long as Declarant holds for sale at least five percent (5%) of the Total Units. The number of Directors shall thereafter be equal to the number of Neighborhood Associations in existence, from time to time, within Palmira Golf and Country Club, plus the Director designated by Declarant, if any.

D. The resignation of a Director who has been designated, appointed or elected by Declarant, or the resignation of an officer of the Corporation who was elected by the First Board, shall remise, release, quit, and forever discharge such Director or officer of and from any and all manner of actions(s), cause(s) of action, suits, debts, dues, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Corporation or Owners had, now have, or will have; or which any personal representative, successor, heir or assign of the Corporation or Owners hereafter may have against such Director or officer by reason of having been a Director or officer of the Corporation.

#### ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board

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approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director or officer admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Director or officer may be entitled by common law or statute.

ARTICLE XII  
BYLAWS

The Bylaws of the Corporation shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of a conflict between provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII  
AMENDMENTS

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by the Members eligible to vote at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

(c) At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the total number of votes authorized to be cast by the Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors and all Members eligible to vote setting forth their intention that the amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

C. A copy of each amendment shall be filed and certified by the Secretary of State of the State of Florida.

D. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles as an exhibit to the Declaration upon the recording of the Declaration. If such amendment is made after recordation of the Declaration, such amendment

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shall not be effective until filed with the Secretary of State of the State of Florida and recorded among the public records of the County as part of an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant, including the right to designate and select the Directors as provided in Article X hereof, without the prior written consent thereto by Declarant; or (ii) any "Institutional Mortgagee" (as defined in the Declaration), without the prior written consent of such Institutional Mortgagee.

#### ARTICLE XIV SUCCESSOR ENTITIES

In the event of the dissolution of the Corporation, or any successor entity thereto, any property dedicated or conveyed to the Corporation shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Corporation, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Corporation or such successor.

#### ARTICLE XV RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Corporation's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles in the Office of the Secretary of State of the State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of the Articles as theretofore amended, or that any amendments included therein had been adopted pursuant to Article XIII hereof and that there is no discrepancy between the Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles with the Secretary of State of the State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be the Articles of Incorporation of the Corporation.

C. Amendments may be made simultaneously with restatement of the Articles if the requirements of Article XIII are complied with. In such event, the Amended and Restated Articles of Incorporation shall specifically be designated as such.

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ARTICLE XVI  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 3185 Horseshoe Drive South, Naples, Florida 34104, and the initial registered agent of the Corporation at that address shall be James M. Reinders.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 2<sup>nd</sup> day of March, 2001.

By: *James M. Reinders*  
James M. Reinders

The undersigned hereby accepts the designation of Registered Agent of Palmira Golf and Country Club Master Homeowners Association, Inc. as set forth in Article XVI of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon, registered agents under the Florida Not For Profit Corporation Act.

By: *James M. Reinders*  
James M. Reinders

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF Collier )

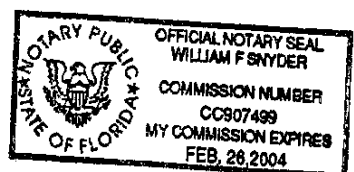
I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the County and State named above to take acknowledgments, personally appeared James M. Reinders, to me known to be the person described in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 2<sup>nd</sup> day of March, 2001.

*William F. Snyder*  
Notary Public, State of Florida at Large

(SEAL)

My Commission Expires:



HT010000245737

## EXHIBIT C

BYLAWS  
OF  
PALMIRA ESTATE HOMES  
HOMEOWNERS ASSOCIATION, INC.

## Section 1. Identification of Association

These are the Bylaws of Palmira Estate Homes Homeowners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes for the purpose of owning, repairing, maintaining, managing, operating and administering a residential community known as "Palmira Estate Homes."

1.1 The office of the Association shall be for the present at 3185 Horseshoe Drive South, Naples, Florida 34104, and thereafter may be located at any place in Lee or Collier County, Florida, designated by the Board.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

## Section 2. Explanation of Terminology

2.1 The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Protective Covenants, Restrictions and Easements for Palmira Estate Homes ("Protective Covenants") are incorporated herein by this reference. All terms defined in the Articles or Protective Covenants shall be in quotation marks with initial capital letters the first time that each term appears in these "Bylaws."

2.2 In the event of any conflict or ambiguity between these Bylaws and the Articles, the Articles shall control.

2.3 In the event of any conflict or ambiguity between the Articles and the Protective Covenants, the Protective Covenants shall control.

## Section 3. Membership; Members Meetings; Voting and Proxies

3.1 The qualification of "Members," the manner of their admission to membership in the Association, the termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2 The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held on the date, at the place and at the time determined by the "Directors" from time to time, provided that there shall be an Annual Members' Meeting every calendar year and, to the extent possible, no later than twelve (12) months after the preceding Annual Members' Meeting. Unless changed by the Board, the first Annual Members' Meeting shall be held in the month of March following the year in which the Protective Covenants are recorded. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within Lee or Collier County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from at least ten percent (10%) of the entire membership.

3.4 A written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member at his last known



address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be elected by the Members, if applicable. All notices shall be signed by an officer of the Association or reflect a facsimile of such a signature. Notice of any special meeting shall include a description of the purpose or purposes for which the Meeting is being called. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Board, or as specifically allowed in the Articles or Protective Covenants, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the "Palmira Estate Homes Documents" and except as to the election of Directors, which shall be accomplished by a plurality vote, the decision of fifty-one (51%) percent of the Members (as evidenced by written response to be solicited in the notice) shall be binding on the Membership. The notice shall set forth a time period during which the written responses must be received by the Association.

3.6 (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. Limited Proxies and general Proxies may be used to establish a quorum.

Except as modified by the provisions of Article V.D of the Articles with respect to a legal entity as the "Owner" of a Lot, "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing, dated, signed by the person or authorized representative of an entity giving the same, must state the date, time and place of the Meeting of which it is given, and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any Proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast, in accordance with such Proxy.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than a minimum of a fifty-one percent (51%) vote of a quorum is required by express provision of the Palmira Estate Homes Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7 At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied by the Association to the Members for such purpose. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board shall appoint an election committee consisting of Members of the Association and one (1) officer of the Association to supervise the election, prepare ballots, count and verify ballots and Proxies, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board (the "Election Committee"). The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of its members but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8 If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board, provided, however, any Proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given.

3.9 Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable business hours.

3.10 Voting rights of Members shall be as stated in the Protective Covenants and Articles with respect to the election of all Boards other than the "First Board." Such votes may be cast in person or by Proxy.

3.11 The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding officer of the Meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.12 Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval by the vote of Members entitled to cast fifty-one percent (51%) of the votes of the entire membership (at a duly called meeting of the Members at which a quorum is present whether by Proxy or otherwise) prior to the contracting for legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(i) the collection of "Annual Assessments" and "Special Assessments";

(ii) the collection of other "Assessments" and/or charges which Members are obligated to pay pursuant to the Palmira Estate Homes Documents;

(iii) the enforcement of the use and occupancy restrictions contained in the Palmira Estate Homes Documents; and

(iv) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the "Neighborhood Common Areas," the "Dwelling Units" or to the Members, provided, in such event the aforesaid vote shall be taken with respect to the continuation of the action within sixty (60) days of such action (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite fifty-one percent [51%] vote of the Members).

#### Section 4. Board of Directors; Directors' Meetings

4.1 The business and administration of the Association shall be by its Board.

4.2 The appointment, election, removal and, if applicable, designation of Directors shall be conducted in accordance with the Articles. The term of a Director's service shall be as stated in the Articles.

4.3 Any person appointed, elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

4.4 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with Section 720.303(2), F.S., as it may be amended from time to time.

4.5 Regular meetings of the Board may be held at such times and places in Lee or Collier County, Florida, as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Board. Such special meeting may be held in Lee or Collier County, Florida, at such time and place as determined by the Board or in such other place as all Directors shall agree upon.

4.6 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 Notice of all Board meetings shall be given to the Members in accordance with Section 720.303(2), F.S., as it may be amended from time to time.

4.8 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board except as may be otherwise specifically provided by law, or elsewhere within the Palmira Estate Homes Documents. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10 Directors' fees, if any, shall be determined by the Members.

4.11 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable business hours.

4.12 Executive committees consisting of members of the Board may be formed by the Board to have and exercise such powers of the Board as may be delegated to such executive committees by the Board and all meetings of any executive committee of the Board shall be open to all Members. Members shall receive notices, in the manner described in Section 4.7 hereinabove, of any meeting of any executive committee in which a final decision with respect to expending Association funds is to be made.

4.13 Meetings of the Board shall be open to all the Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law (i.e., where the discussion at a meeting is governed by attorney-client privilege). If open, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, a Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or Proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

## Section 5. Powers and Duties of the Board of Directors

5.1 All of the powers and duties of the Association shall be exercised by the Board except as hereinafter set forth. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Palmira Estate Homes Documents, as well as all of the powers and duties of a director of a corporation not for profit and a homeowners' association.

5.2 The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association fund. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

## Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, the Vice President(s), a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously except where the functions of such offices are incompatible; but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of a corporation not for profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Palmira Estate Homes.

## Section 7. Resignations

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all "Lots" owned by any Director or officer (other than appointees of "Declarant" or officers who were not Owners) shall constitute a written resignation of such Director or officer.

## Section 8. Accounting Records; Fiscal Management

8.1 The Association shall use the accrual method of accounting and shall maintain accounting records, which must be kept for at least seven (7) years, in accordance with good accounting practices. The accounting records shall be open to inspection by the Members and "Institutional Mortgagees" or their respective authorized representatives at reasonable times. Authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. The accounting records shall include, but not be limited to: (i) an accurate itemized and detailed record of all receipts and expenditures; (ii) a current account and a periodic statement of the account for each Member which shall designate the name and current address of the Member, the amount of the Annual Assessments, Special Assessments and any other Assessments, if any, charged to the Member, the due dates for payment of same, the amounts paid upon the account and the balance due; (iii) all tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

8.2 The Board shall adopt the "Budget" (as provided for in the Protective Covenants) of the anticipated "Common Expenses" of the Association for each forthcoming fiscal year at a special meeting of the Board (the "Budget Meeting") called for that purpose to be held approximately one (1) month prior to the beginning of the fiscal year to which the Budget applies. The Budget shall set out separately any fees or charges for the recreational amenities for the use of all of the Members, if any, whether owned by the Association, Declarant or another person or entity. Prior to the Budget Meeting, the proposed Budget for the Common Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof or a written notice that a copy of the Budget is available upon request at no charge (to be delivered to a Member so requesting within ten [10] business days) shall be furnished to each Member who shall be given notice of the Annual Assessments, Special Assessment and/or any other Assessments applicable to his Lot. The copy of the Budget shall be deemed furnished and the notice of the Annual Assessments, Special Assessment and/or any other Assessments shall be deemed given upon its delivery or upon its being mailed to a Member at his last known address as shown on the records of the Association or at the address shown on a written request for a Budget copy by a Member.

8.3 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any fiscal year may be used by the Association to pay expenses incurred in the same fiscal year; (iii) there shall be apportioned between fiscal years on a pro rata basis any expenses which are prepaid in any one fiscal year for Common Expenses which cover more than such fiscal year; (iv) Annual Assessment installments shall be levied quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all unpaid Common Expenses previously incurred; and (v) items of Common Expenses incurred in a fiscal year shall be charged against income for the same fiscal year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Common Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred in accordance with the cash basis method of accounting.

8.4 The Annual Assessments, Special Assessments and any other Assessments shall be payable as provided for in the Protective Covenants.

8.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there

being greater Common Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Annual Assessment or Special Assessment).

8.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

8.7 A report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant within sixty (60) days after the closing of the fiscal year for which the report is made. The financial report must consist of either: (a) financial statements presented in conformity with generally accepted accounting principles; or (b) a financial report of actual receipts and expenditures by classification, and the beginning and ending cash balances of the Association. The Association shall, within ten (10) business days of the preparation of the report, provide each Member with a copy of same or a written notice that a copy of the financial report is available within ten (10) business days of the written request of the Member, at no charge. The report shall be deemed to be furnished to a Member upon its delivery or mailing to the Member shown on the records of the Association at his last known address shown on the records of the Association or to the address shown on any written request for a copy of the report.

#### Section 9. Corporation Representative and Voting

Pursuant to the Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club ("Declaration"), the Association is an "Association Member" of the Palmira Golf and Country Club Master Homeowners Association, Inc. ("Corporation") and, as such, shall have a "Representative" to vote the votes of the Association at meetings of the members of the Corporation. Unless other Members of the Association are elected from time to time by the Board to serve in such capacities, the President of the Association shall serve as the Representative with respect to the Association's membership in the Corporation and, in the event the Representative is unable to perform his or her duties at any given time, the Vice President (or, in the event there is more than one [1] Vice President, the First Vice President) shall serve as the alternate Representative.

The Representative, or alternate Representative, as applicable, shall determine the manner in which the votes of the Association shall be cast with respect to matters raised at meetings of the Corporation requiring the vote of its members, except for those matters having "Special Voting Requirements," as defined in the Declaration.

The Association shall have the same number of votes in the Corporation as there are votes in the Association. The Representative may cast all or any portion of the Association's votes in the Corporation in the manner he or she sees fit, except that the Representative must cast the Association's votes exactly as voted by the Members of the Association at a Meeting of the Members called and held in accordance with Section 3 of these Bylaws with respect to those matters with Special Voting Requirements.

#### Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Neighborhood Common Areas; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Palmira Estate Homes Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Neighborhood Common Areas, such rules and regulations shall be effective immediately upon posting on such specific portions of the Neighborhood Common Areas. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein. Only Owners of record with the Association on the date notice of any Meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence of their ownership interest and shall waive in writing notice of such meeting.

Section 12. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members of the Association and the Board; provided, however, if such rules of order are in conflict with any of the Palmira Estate Homes Documents, Robert's Rules of Order shall yield to the provisions of such instruments.

Section 13. Amendment of the Bylaws


13.1 These Bylaws may be amended as hereinafter set forth in this Section 13.


13.2 Any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by the affirmative vote of a majority of Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all Directors as is permitted by these Bylaws.

13.3 Notwithstanding any provision of this Section 13 to the contrary, these Bylaws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other of the Palmira Estate Homes Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Declarant or of an Institutional Mortgagee, without the prior written consent thereto by Declarant or the Institutional Mortgagee, as the case may be.

13.4 Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified by the Secretary or Assistant Secretary of the Association shall be recorded among the Public Records of Lee County, Florida, in order to become effective.

The foregoing Bylaws of Palmira Estate Homes Homeowners Association, Inc. are hereby adopted by all of the Directors of Palmira Estate Homes Homeowners Association, Inc. as and constituting the Board of Directors of said Association as of this 8<sup>th</sup> day of March, 2001.

  
James M. Reinders, Director

  
Jan Snider, Director

  
Ken Bloom, Director