

09-18-24

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR PALMIRA GOLF AND COUNTRY CLUB

**KNOW ALL MEN BY THESE PRESENTS** that the original Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club, was recorded in Official Record Book 03394, at Page 0609 *et seq.*, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter APalmira@ or the AProperty@) is legally described in Exhibit AA@ to this Declaration. That Exhibit is hereby incorporated by reference. No additional land is being added by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

~~THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR PALMIRA GOLF AND COUNTRY CLUB ("Declaration") is made as of this 8<sup>th</sup> day of March, 2001 by PARKLANDS DEVELOPMENT LIMITED PARTNERSHIP, a Delaware limited partnership ("Declarant").~~

~~WHEREAS, Declarant intends to develop portions of certain real property located in the City of Bonita Springs, in Lee County, Florida more particularly described in Exhibit A attached hereto and made a part hereof ("Total Property") once same is committed to land use hereunder, as part of the multi-staged planned community to be known as "Palmira Golf and Country Club" (as hereinafter defined); and~~

~~WHEREAS, Declarant desires to provide for the preservation of the values, amenities and uniform plan of development of Palmira Golf and Country Club as such are hereby or as may be hereafter established; and~~

~~WHEREAS, Declarant desires to provide a method whereby certain portions of the Total Property which are "Uncommitted Property" may become "Committed Property" subject to the provisions of this Declaration upon the recording of a "Supplement" (as such terms are hereinafter defined); and~~

~~WHEREAS, Declarant hereby declares that the portion of the Committed Property described in Exhibit A-1 attached hereto and made a part hereof (the "Initial Property") is Committed Property hereunder; and~~

~~WHEREAS, the Initial Property is hereby declared to be Residential Property and Corporation Common Areas as such property use is described in Article III hereinbelow; and~~

09-18-24

~~WHEREAS, Declarant has caused to be formed the "Corporation" which has joined in this Declaration and to which there have been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Committed Property; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of the "Operating Expenses" (as such term is hereinafter defined).~~

~~NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that such portions of the Total Property as are now or hereafter become Committed Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.~~

#### ~~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:~~

1. DEFINITIONS. The following words and terms used in this Declaration or any of the governing documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 AARCHITECTURAL REVIEW COMMITTEE@ or the AARC@ means the committee established Pursuant to Article 6. of this Declaration to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article 6.

1.2 AArchitectural Planning Criteria@ or ADesign Review Guidelines@ means the published guidelines and standards authorized by this Declaration and the Board of Directors from time to time concerning the location, size, type or appearance of any Structure or improvement located on a Lot as defined herein.

~~A.~~ 1.3 "Articles" as used herein, means the Articles of Incorporation of Palmira Golf and Country Club Master Homeowners Association, Inc., as amended from time to time. ~~the Corporation~~, a copy of the Articles of Incorporation was ~~which is~~ attached to the Original Declaration as Exhibit AB@ and are hereby incorporated herein as if fully set forth. ~~hereto and made a part hereof as Exhibit B and any amendments thereto.~~

~~B.~~ 1.4 "Assessments" means a share of the funds required for the payment of Common Expenses which from time to time are assessed by the Master Association against an Owner. ~~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~~



09-18-24

~~Declaration, a Supplement or any other Palmira Golf and Country Club Document.~~

~~C.~~ 1.5 "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.~~ 1.6 "Board" means the Board of Directors responsible for the administration of the Palmira Golf and Country Club Master Homeowners Association, Inc. ~~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.~~ 1.7 "Bylaws" means the Bylaws of the Palmira Golf and Country Club Master Homeowners Association, Inc. ~~Corporation~~ as amended from time to time. A copy of the Amended and Restated Bylaws were recorded at on March 17, 2021 at Instrument Number 2021000083457, of the Public Records of Lee County, Florida, and are hereby are incorporated herein, as if fully set forth., ~~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.~~ 1.8 "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. There are two (2) CDDs in Palmira, which are Parklands Lee Community Development District and the Parklands West Community Development District.

**PARKLANDS WEST COMMUNITY DEVELOPMENT DISTRICT AND PARKLANDS LEE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR 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**



09-18-24

**TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

~~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.~~

1.9 ACharge@ or APersonal Assessment@ means any legal or equitable indebtedness of an Owner to the Master Association, or other sums owed to or due to the Master Association from an Owner, or any cost or expense incurred by the Master Association on behalf of or because of an Owner. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

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

1.10 ACommon Areas@ or ACommon Properties@ shall mean and refer to those areas of land intended to be devoted to the common use and enjoyment of the Owners of The Properties.

~~III. A. 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:~~

~~"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.~~

~~"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~~



09-18-24

~~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.~~

1.11 ACommon Expenses@ means the expenses incurred by the Master Association in the course of performing its duties under the governing documents and the law. Common expenses of the Master Association include the costs of operating the Master Association, the costs of administration, maintenance, operation, repair and replacement of the common areas, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Master Association which are assessed against the Lot Owners.

1.12 ACommon Surplus@ means the excess of all receipts of the Master Association, including but not limited to assessments, rents, profits and revenues over the common expenses.

1.13 ACommunity Systems@ shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, fiber optics, internet access, alarm/monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known), and serving the Master Association Property and/or more than one Lot.

~~L.~~ 1.14 ACondominium 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 VILB 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~~



09-18-24

~~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.~~

1.15 ADomestic Partners@ means two (2) adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of the Declaration.

~~T.~~ 1.16 "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.~~ 1.17 "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.

1.18 AFamily@ or ASingle Family@ means any one (1) of the following:

(A) One (1) natural person (as used in this Declaration, the term Aperson@ or Anatural person@ shall mean a real person as opposed to an artificial entity such as a corporation, partnership or trust). AFamily Member@ is a person who resides in a Lot or Dwelling Unit as part of the Owner's Family, but is not a title holder; or

(B) Two (2) or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, legal custody or adoption to each of the others; or

(C) Not more than two (2) persons not related by blood, marriage, adoption or legal custody, who reside together as a single housekeeping unit, along with their children, if any.

09-18-24

~~V.~~ 1.19 "Golf Club" means that privately-owned golf club known as The Golf Club at Palmira, Inc. ~~the Palmira Golf Club.~~

~~W.~~ 1.20 "Golf Club Facilities" means the land and Improvements thereon, located within the PUD property, which are owned by the Golf Club Owners, and includes, without limitation, the Golf Course Areas (as described in Section 3.14 ~~Subparagraph 111.A.5 herein~~), on which ~~have been~~ 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.~~

1.21 AGoverning Documents@ means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

1.22 AGuest@ means any person who is not the Owner or a lessee of a Dwelling Unit or is not a member of the Owner's or lessee's family, who is physically present in, or occupies a Dwelling Unit on a temporary basis at the invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

~~Y.~~ 1.23 "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. 1.24 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a Lot, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. ~~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;~~



09-18-24

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.~~

1.25 ALease@ means the grant by a Lot Owner of a temporary right of use of the Owner's Lot and

09-18-24

Dwelling Unit for valuable consideration.

~~GG.~~ 1.26 "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.

1.27 AMaster Association@ means Palmira Golf and Country Club Master Homeowners Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and the RCC ~~amenities~~ at Palmira Golf and Country Club.

1.28 AMaster Declaration of Covenants@ means this Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club, as amended from time to time.

1.29 AMembers@ means and refers to those corporations that have the duty to maintain, manage and operate their respective communities and Associations within the Community of Palmira. Those Associations are: Bella Vita at Palmira Golf and Country Club Neighborhood Association, Inc.; Bellezza and Avallone Homeowners' Association, Inc.; Caravella at Palmira Neighborhood Association, Inc.; The Enclave at Palmira Owners Association, Inc.; La Tremiti Homeowner's Association, Inc.; Novela at Palmira Neighborhood Association, Inc.; Palmira Estate Homes Homeowners Association, Inc.; Paloma at Palmira Golf and Country Club Condominium Association, Inc.; Villa D'Este Homeowner's Association, Inc.; Villa Tuscany at Palmira Homeowners Association, Inc.; and The Golf Club at Palmira, Inc., as a non-voting Member as provided in this Declaration and the Master Association=s Articles of Incorporation and Bylaws.

~~HH.~~ 1.30 "Neighborhood" means and refers to any development of Dwelling Units within the ~~Committed~~ Property ~~has been which is~~ designated as a Neighborhood ~~by Declarant~~ in a written instrument recorded in the public records of ~~the~~ Lee County.

~~H~~ 1.31 "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.~~

~~II.~~ 1.32 "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, ~~as shown in the Public Records of Lee County, Florida. and to which Declarant has consented in writing, which consent shall be recorded in the~~



09-18-24

~~public records of the County.~~

~~KK.~~ 1.33 "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 ~~Palmira the Committed Property but not to all Neighborhoods within the Committed Property.~~

~~LL.~~ 1.34 "Non-Condominium Declaration" means a land use document recorded among the public records of ~~Lee the~~ County and all amendments thereto which establishes that the Owners of non-condominium Dwelling Units and/or Lots within portions of ~~Palmira the Committed Property~~ are members of a Neighborhood Association and whereby certain covenants and use restrictions have been imposed upon such ~~property 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.~~

1.35 AOccupy@ when used in connection with a residential Lot, means the act of staying overnight in a Dwelling Unit. AOccupant@ is a person who occupies a Dwelling Unit.

~~NN.~~ 1.36 "Owner" or ALot 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 APalmira 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.~~

09-18-24

1.37 APalmira@ means the Properties or Community as described in Section 1.38 below.

~~QQ:~~ 1.38 "Plats(s)" means the plat of Palmira Golf and Country Club recorded in Plat Book 68, Pages 59 through 67, of the Public Records of Lee County, Florida and the plat of Parklands Lee recorded in Plat Book 79, Pages 89 through 98 of the Public Records of Lee County, Florida. ~~a written instrument filed for record in the public records of the County in the manner required by law (which has not been superseded 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.~~

1.39 APrimary Occupant@ means the natural person approved for occupancy of a Dwelling Unit when title to the Dwelling Unit is held in the name of two (2) or more persons, not husband or wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a Lot owned in one of the forms listed above, the term APrimary Occupant@ shall be synonymous with the term AOwner.@

1.40 AProperty,@ AProperties,@ ACommunity@ or APalmira@ means all the real property which was subject to this Declaration as described in Exhibit AA,@ of the original Declaration, or which was subsequently added to this Declaration by Supplemental Declaration or Amendment.

1.41 ARenaissance Community Center@ or ARCC@ means the Community Center and grounds, including but not limited to fitness center, pool, tennis and pickleball courts, bocce ball courts, basketball courts, parks and playground, dog park, fitness center, restaurant, meeting rooms and parking facilities, leased by the Master Association for the benefit of the Owners.

~~RR:~~ 1.42 "Representative(s)" means the individual(s) more particularly described in Article V, Paragraph C. ~~Paragraph V.0~~ of the Articles and, where applicable, includes the alternate Representative(s), as described therein.

~~SS:~~ 1.43 "Residential Property" means the portions of Palmira ~~the Committed Property~~ designated as such in ~~this~~ the Original Master Declaration or in a Supplement(s) and, collectively, is all portions of Palmira ~~the Committed Property~~ (except for those portions designated as the ~~Corporation~~ Common Areas or for other designated use[s]) which ~~have been~~ may be developed with Dwelling Units ~~as more fully set forth in Article III hereof.~~

~~III. A. 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,~~



09-18-24

~~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.~~

~~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.~~ 1.44 "SFWMD" means the South Florida Water Management District.

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

1.45 AStructure@ means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words Aor part thereof.@ The term includes, without limitation, swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

~~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.~~



09-18-24

~~YY.~~ 1.46 "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 a the CDD and/or the SFWMD.

THE MASTER ASSOCIATION, THE CDDS 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 THE MASTER ASSOCIATION, THE CDDS AND THE NEIGHBORHOOD ASSOCIATIONS HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

~~III. 2. (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 Retention0 Easements in which water is located in the Board's sole discretion.~~

~~For the term of this Declaration, the Surface Water Management System is for the use and enjoyment of the public, but expressly reserved for the use and enjoyment of the Benefitted 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 and the Golf Club and, if applicable, the Town Center Club shall have the right to use the Surface Water Management System and to draw 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 Benefitted Parties, the Golf Club and, if applicable, the Town Center Club, and in favor of all applicable governmental~~



09-18-24

~~authorities and agencies.~~

~~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 H.A.5 or H.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.~~

1.47 AVoting Interests@ means the voting rights distributed to the Master Association Members pursuant to the Bylaws.

## ~~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 R.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 anytime, 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 11V hereinbelow.~~

~~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:~~

~~Use Classifications of Committed Property:~~

**2. MASTER ASSOCIATION.**

**2.1 Membership.** The Members of the Master Association shall be comprised of the Association Members and The Golf Club at Palmira, Inc., as non-voting member. The Association Members shall be the corporations that have the duty to maintain, manage and operate their respective communities and Associations within the Community of Palmira. Those Associations

09-18-24

are: Bella Vita at Palmira Golf and Country Club Neighborhood Association, Inc.; Bellezza and Avallone Homeowners= Association, Inc.; Caravella at Palmira Neighborhood Association, Inc.; The Enclave at Palmira Owners Association, Inc.; La Tremiti Homeowner=s Association, Inc.; Novela at Palmira Neighborhood Association, Inc.; Palmira Estate Homes Homeowners Association, Inc.; Paloma at Palmira Golf and Country Club Condominium Association, Inc.; Villa D=Este Homeowner=s Association, Inc. and Villa Tuscany at Palmira Homeowners Association, Inc.

**2.2 Voting Rights.** Members shall have, and exercise, such voting rights as provided in the Articles of Incorporation and/or the Bylaws.

**2.3 Delegation of Management.** The Master Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common areas with funds made available by the Master Association for such purposes.

**2.4 Acts of the Master Association.** Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of the law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by its Board of Directors, without a vote of the Members.

**2.5 Powers and Duties.** The powers and duties of the Master Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the Governing Documents. The Master Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Master Association include, but are not limited to, the maintenance, management, and operation of the common areas. The Master Association may impose fees for the use of common areas or Master Association property. The Master Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners. The Board of Directors has the power to enter into bulk-rate contracts for all Community Services, including but not limited to communication services as defined in Chapter 202, Florida Statutes (such as internet, basic cable television programming services, voice transmission), information services and/or internet services in bulk for the entire community, and the cost of such services shall be a common expense allocated on a per unit basis. The Master Association has the power and authority to regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps.

**2.6 Official Records.** The Master Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

**2.7 Purchase of Lots.** The Master Association has the power, but not the obligation, to purchase Lots in the community in connection with the foreclosure of a Master Association lien for



09-18-24

Assessments, charges or fines or any other foreclosure of an interest that affects the Master Association's lien and to hold, Lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the members.

**2.8 Interests in Real Property.** The Master Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.7 above, the power to acquire, or convey ownership interests in real property shall be exercised by the Board of Directors. The power to lease or grant easements to Master Association property or Common Areas shall be exercised solely by the Board of Directors.

**2.9 Disposition of Personal Property.** Any personal property owned by the Master Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors.

**2.10 Gate; Gatehouses; Entranceways.** Palmira includes gatehouses, gates, entranceway, and entry gates, which may be manned by a security officer or attendant unless otherwise determined by the Board of Directors and required by the Governing Documents. The Master Association's responsibility for the cost to maintain and operate the entry gates and guardhouses shall be a Common Expense. The Master Association makes no representations whatsoever as to the security of the premises or the effectiveness of any entry gates. All Owners agree to hold the Master Association harmless from any loss or claim arising within Palmira from the occurrence of a crime or other act. The Owners acknowledge that the entry gates are designed to deter entry into the Community, not to prevent crime.

**2.11 Bulk Agreements.** The Board of Directors of the Master Association, by a majority vote pursuant to the applicable provisions of the Bylaws, shall have the power to enter into an agreement with an entity providing bulk services for Community Services, including but not limited to, cable television service to obtain cable television service on a Bulk rate@ basis. Pursuant to such Bulk rate@ agreement, every residential Lot within the property subject to this Declaration shall receive the bulk service specified in such agreement and any Bulk rate@ fee or payment provided for in any such agreement which is to be paid by the Master Association to the provider shall be a common expense of the Master Association.

**2.12 Roster.** The Master Association shall maintain a current roster of names and mailing addresses of Lot Owners, based upon information supplied by the Lot Owners. A copy of the roster shall be made available to any member upon request.

**2.13 Renaissance Community Center (RCC)** is the Community Center and grounds, including but not limited to the fitness center, pool, restaurant, tennis and pickleball courts, bocce ball courts, basketball courts, parks and playground, dog park, fitness center meeting rooms and parking facilities, which is leased by the Master Association for the benefit of its Members. The Owners have the rights to use the RCC based upon the Owners' ownership in Palmira subject to the Rules and Regulations for Use of the RCC that are established by the Board of Directors from time to time. **OWNERSHIP OF A LOT OR DWELLING UNIT, OR ANY PORTION OF THE RESIDENTIAL PROPERTY OR MEMBERSHIP IN THE MASTER ASSOCIATION**

09-18-24

**CORPORATION** OR ANY NEIGHBORHOOD ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE **RCC TOWN CENTER CLUB** OR TO ACQUIRE A MEMBERSHIP IN THE **RCC TOWN CENTER CLUB** AND DOES NOT GRANT ANY OWNERSHIP INTEREST OR MEMBERSHIP IN THE **RCC TOWN CENTER CLUB** OR THE **RCC TOWN CENTER CLUB** FACILITIES.

**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 IID, 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.~~

**2.14 Golf Club Facilities.**

(A) The Golf Club, AGolf Course Areas@ (as hereinafter defined) and Golf Club Facilities are privately owned and are not and will not be a part of the Common Areas of the Master Association. 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 MASTER ASSOCIATION 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.**

(B) Golf Course Areas: Those portions of any Plat of the ~~Committed~~ Property designated for use as a golf course and/or related facilities (the AGolf 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 ~~Master Association 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.

(C) 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 AMembership 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~~ Master Association, 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~~ Master Association 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.

(2) Each Owner and the ~~Master Association Corporation~~ shall jointly and severally indemnify, defend and hold harmless ~~the Declarant, the Master Association,~~ 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 Master Association,~~ 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 Master Association,~~ 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 ~~Master Association 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.

(3) 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;

(4) Risk: The proximity of Residential Property and ~~Master Association 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 the Owner=s Residential Property and the ~~Master Association Corporation~~ Common Areas may be limited as a result. Neither the ~~Master Association Corporation~~ 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 ~~Master Association Corporation~~ Common Areas.

(5) 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, nor the **Master Association Corporation** shall have any liability to any Owner as a result of such modifications to the Golf Club Facilities.

(6) 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 the **Master Association 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, nor the **Master Association Corporation** shall have any obligation to prune or thin trees or other landscaping to preserve views over the Golf Club Facilities.

(7) No Warranties: No representations or warranties which are inconsistent with this Section 2.14, either verbal or written, have been made or are made by the **Master Association Corporation** or by any person or entity acting on behalf of either of the foregoing.

(8) Lakes: The Golf Club may **own portions of** one (1) or more Lakes on the Property and, notwithstanding the ownership of such Lakes, the Golf Club may use any and all Lakes on the 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 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 Property, subject to applicable governmental permits and requirements, the Golf Club Facilities shall have first priority of irrigation, followed by the **Master Association Corporation** Common Areas, any Neighborhood Common Area and individual Lots, if applicable.

**3. ASSESSMENTS.** The provisions of this section shall govern assessments payable by all Owners for the Common Expenses of the Master Association not directly attributable to one of the Lots.

**3.1 Covenant to Pay Assessments.** Each Owner by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Master Association:

(A) the Owner's prorata share of annual assessments based on the annual budget adopted by the Master Association;

(B) the Owner's prorata share of special assessments for capital improvements or other Master Association expenditures not provided for by annual assessments; and



09-18-24

(C) any charges properly levied against individual Owner(s) without participation from other Owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while the Owner is the Owner of the Lot. Multiple Owners are jointly and severally liable. Except as provided in Section 3.13 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the common areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Master Association become the property of the Master Association. No Lot Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to the Owner's Lot. No Owner can withdraw or receive distribution of his prior payments to the Common Surplus or Master Association reserves, except as otherwise provided herein or by law. When an Owner conveys a Lot to a trust or other entity, the Master Association may condition its approval upon the transferors agreeing to remain liable to the Master Association for any assessments, charges, monetary obligations or other obligations owing to the Master Association as of the date of the approval, and for so long as the transferee trust or other entity may remain the title holder of the Lot.

**3.2 Purposes of Assessments.** The assessments levied by the Master Association shall be used for the purposes of promoting the health, safety and general welfare of the Lot Owners and residents of Palmira; to operate, maintain, repair, improve, construct, reconstruct and preserve, on a not for profit basis the Common Areas owned by the Master Association for the benefit of its Members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Master Association as provided in the Governing Documents. Common expenses also include the funds necessary to provide reserve accounts for:

(A) renovation or major repairs to the Common Areas; and

(B) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

**3.3 Share of Assessments.** Palmira contains 821 Dwelling Units. The Owners of each Dwelling Unit shall be jointly and severally liable for an undivided 1/821st share of annual and special assessments. The Owners of each Dwelling Unit shall also be jointly and severally liable with the prior Lot Owner(s) for all unpaid assessments that come due prior to the transfer of title.

**3.4 Personal Assessment.** Any Owner, and such Owner's lessees, guests, invitees, and occupants of their Dwelling Unit, who cause damage to any portion of the common areas as a result of an intentional act, misuse, negligence or otherwise shall be subject to a personal assessment, or charge, to be levied against such Owner. A personal assessment or charge shall also be levied

against any Owner who does not meet their maintenance obligations under the Governing Documents including the Rules and Regulations, after having received reasonable written notice and an opportunity to cure the violation, resulting in the Master Association being required to take corrective action and incur expense. Such personal assessments shall be collected by lien under Section 3.5, below, as if an assessment.

**3.5 Lien.** The Master Association has a lien on each Lot and Dwelling Unit for unpaid past due Master Association assessments, personal assessments and charges, together with interest, late payment penalties, costs and reasonable attorney fees incurred by the Master Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Lee County, Florida; and is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Master Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, personal assessments, charges, administrative fees, late fees, interest, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

**3.6 Foreclosure of Lien.** The Master Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 720.3085, Fla. Stat., as amended from time to time, for the foreclosure of a lien upon a Lot and Dwelling Unit for unpaid assessments. The Master Association may also bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the Master Association shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

**3.7 Removal of Property.** After the Master Association successfully completes a foreclosure on the Dwelling Unit, if the Owner does not remove personal property from the foreclosed premises, such property will be deemed forfeited to the Master Association and the Master Association may authorize removal and may sell or donate such forfeited property after ten (10) days written notice by certified mail addressed to the Owner at the last known address or at such address on record as provided to the Master Association by the Owner. Such remedy shall be in addition to all other remedies available to the Master Association under applicable laws, Rules and Regulations including the right to compel removal of the property and right to impose any and all fines.

**3.8 Priority of Liens.** The Master Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Homeowners' Association Act, as amended from time to time, unless the Master Association's Claim of Lien was recorded before the mortgage. The Master Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Homeowners' Association Act, as amended from time to time. The above subordination shall in no way extinguish the liability of an



09-18-24

institutional first mortgagee for any monetary obligations owed to the Master Association. Any lease of a Lot and Dwelling Unit shall be subordinate and inferior to the lien of the Master Association, regardless of when the lease was executed.

**3.9 Application of Payments; Failure to Pay; Interest.** Assessments, charges, and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Master Association may also impose an administrative fee and a late payment fee (in addition to interest) at the highest rate permitted by law. Assessments, charges and installments thereon shall become due, and the Lot and Dwelling Unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, administrative fees, late payment fees, costs and attorney fees, and then to delinquent charges or assessments, with the payment of the oldest assessment first. The Master Association may refuse to accept a partial payment which bears a restrictive endorsement, and such will be the equivalent of no payment. No payment by check is deemed received until the check has cleared. However, when the check clears, the payment shall be credited as of the date the Master Association received the check. All payments must be made in United States Funds and paid through banks or financial institutions located within the United States.

**3.10 Advances.** The Master Association shall have the power, right and authority to advance on behalf of a defaulted Owner funds to accomplish the needs of the Master Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Master Association if it must borrow to pay expenses because of the Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Master Association and such advance or loan by the Master Association shall not waive the default. Such amounts incurred by the Master Association are collectible from the Owner and are secured by the lien on the Lot and Dwelling Unit.

**3.11 Acceleration.** If any special assessment or installment of a regular assessment as to a Lot and Dwelling Unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Master Association shall have the right to accelerate the due date of the entire unpaid balance of the residential Lot and Dwelling Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Master Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

If an Owner fails to pay in full all assessments due under a lien and said default shall continue into a new fiscal year, the Master Association shall have the right to accelerate the due date of the entire balance of the Lot and Dwelling Unit's assessments for that fiscal year as well. The due date for all accelerated assessments for that fiscal year shall be the first day of that fiscal

year. The right to accelerate a new fiscal years' assessments shall be exercised by sending to the delinquent Owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the Owner=s last known address, and shall be deemed given upon mailing of the notice, postpaid.

**3.12 Certificate as to Assessments.** Within fifteen (15) days after request by an Owner or his designee or mortgagee or its designee, the Master Association shall provide a certificate (sometimes referred to as an Aestoppel letter@) stating whether all assessments and other monies owed to the Master Association by the Owner with respect to the Lot have been paid. Any person, other than the Owner, who relies upon such certificate shall be protected thereby. The Master Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate.

**3.13 First Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a Lot or Dwelling Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the first mortgagee shall be liable for the share of common expenses or assessments attributable to the Lot and Dwelling Unit, which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Homeowners= Association Act, as the same may be amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners. No acquirer of title to a Lot or Dwelling Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

**3.14 Resale Contribution Assessment.** The Master Association shall levy a Resale Contribution Assessment upon the transferee (new Owner) of a conveyance of any Lot or Dwelling Unit or Lot or Dwelling Unit owned by a Owner. The transferee (new Owner) shall pay a Resale Contribution Assessment upon the transfer or conveyance of any Lot or Dwelling Unit. The amount of the Resale Contribution Assessment shall be an amount that is determined annually by the Board of Directors. The amount of the Resale Capital Contribution and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Living Units shall be assessed at a uniform rate. The due date for payment of the Resale Contribution Assessment shall be the date of closing of the conveyance. Payment of the Resale Contribution Assessment shall be the legal and personal obligation of the transferee (new Owner). The funds derived from the Resale Contribution Assessment shall be the property of the Master Association and may be used at the discretion of the Board of Directors for any purpose permitted by the Governing Documents or by Florida law.

For the purposes of this Section 3.14, the term Aconveyance@ shall mean the transfer of record legal title to a Lot or Lot by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. If the Owner is a corporation, limited liability company or other business entity, then the term Aconveyance@ shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. If the Owner is a partnership, then the sale, issuance or transfer of a majority



09-18-24

interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a conveyance within the meaning of this Section 3.14, except as otherwise provided by Section 720.306(1)(h)4., Fla Stat., as amended from time to time.

The following conveyances shall be exempt from paying a Resale Contribution Assessment:

- (A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Lot being conveyed in Palmira immediately prior to such conveyance;
- (B) to a trustee or to the Owner's spouse, solely for estate planning or tax reasons;
- (C) from a trustee to an Owner or to an Owner's spouse, solely for estate planning or tax purposes.
- (D) a conveyance to the Owner's estate, surviving spouse, or to other heirs resulting from the death of an Owner;
- (E) a conveyance by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children for estate planning or tax purposes;
- (F) to a mortgage holder, or to the Master Association pursuant to a final judgment of foreclosure and a foreclosure sale or deed in lieu of foreclosure; and
- (G) by a current Owner in Palmira who is purchasing a new Dwelling Unit in Palmira.

However, upon reconveyance that occurs following the exempt conveyances described in (A) through (F) above, the Resale Contribution Assessment shall be due and payable. Resale Contribution Assessments shall be collected in accordance with this Section 3., as an assessment.

**3.15 Duty of Neighborhood Association to Collect and Remit.** Each Neighborhood Association shall collect the Assessment for the Dwelling Units or Lots it operates and promptly remit the same to the Master Association Corporation when such Assessments are due in accordance with the terms hereof. Each Neighborhood Association shall be liable to the Master Association 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 and which have been collected by the 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 Master Association Corporation or the Contributing Unit Owner fails to promptly remit such sums to the Neighborhood Association, the Master Association Corporation and Declarant shall have all

09-18-24

remedies provided at law or in equity in addition to those remedies set forth in Sections 3.5 through 3.6, above, ~~Paragraphs C, D and F~~, as applicable, of this Section 3 ~~Article VI~~. In the event a ~~Contributing Unit Owner(s)~~ fails to pay any or all Assessments levied against ~~the Owner's~~ 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.

## ARTICLE IV

### EASEMENTS

#### 4. EASEMENTS.

Each Owner and entities described in this Section 4., are granted easements over the Common Property and the Lots, including, but not limited to, the following easements:

~~A.~~ **4.1 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 ~~Master Association Corporation~~, the builders ~~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~~ ~~Master~~ 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~~ ~~Master~~ 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.

~~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.~~

**B. 4.2 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 ~~Properties Committed Property by Declarant by the Master Association;~~ ~~and 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 Master Declaration, a Supplement, or any Palmira ~~Golf and Country Club~~ Governing Document or



09-18-24

Rules and Regulations of the Master Board 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~~ Common Areas, including dedicated streets, which easement is hereby created in favor of all of the ~~Benefitted Parties~~ Neighborhood Associations, or their agents, employees, invitees or designees, and the Owners and their family members, their guests, invitees and lessees and the lessee=s family members, guests and invitees for their use for all proper and normal purposes and for the furnishing of services and facilities.

~~III A. 2. (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 Benefitted 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.~~

~~III. A. 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 Benefitted Parties.~~

~~Declarant hereby declares the Corporation Common Areas to be subject to a perpetual nonexclusive easement in favor of the Benefitted 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.~~

**4.3 Right of the Master Association ~~Corporation and Declarant~~ to Enter Upon the Property.** An easement(s) for ingress, egress and access in favor of the ~~Declarant, the Corporation~~ Master Association and the ARC ~~Committee~~, and all agents, employees, or other designees of ~~the Declarant, the Corporation~~ Master Association or the ARC ~~Committee~~ to enter upon any portion of the 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 ~~Master Association Corporation~~, as applicable. Notwithstanding the foregoing, nothing contained herein shall be interpreted to impose any obligation upon the ~~Master Association Corporation~~, the ARC ~~Committee~~ to maintain, repair, or construct any Dwelling Unit or other Improvement which an Owner or Neighborhood Association is required to maintain, construct or repair.

~~III. A. 2. (d) 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.~~

~~III. A. 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 intendsJ 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.~~

**4.4 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 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 Property in ecologically sound condition, except for those Improvements for which a public authority or utility company is responsible. ~~Declarant~~ the ~~Master Association Corporation~~, the Neighborhood Associations, ~~the builders~~ and the Owners shall have the right to use the Water

09-18-24

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 ~~Master Association 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.

**4.5 Easement for Encroachments:** An easement(s) for encroachments in favor of ~~Declarant~~, the ~~Master Association 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 ~~Master Association 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.

**4.6 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 ~~Master Association 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 each Owner, their family members, Guests, invitees, lessees and their family members and invitees shall indemnify and hold harmless ~~the Declarant~~ the ~~Master Association Corporation~~ 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 Section 4.6 may be made without the written approval of the Golf Club Owner.

**4.7 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 Master Association 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 within the Property reasonably necessary to travel to and



09-18-24

from the entrance to Palmira ~~Golf and Country Club~~ from and to the Golf Club Facilities, respectively, and, further, over those portions of the Property (whether 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.

**4.8 Plat Easements.** The Property shall also be subject to such easements as are shown on any Plat.

**4.9 Assignments.** The easements reserved hereunder unto ~~Declarant and/or~~ the Master Association ~~Corporation~~ may be assigned by Declarant and/or the Master Association ~~Corporation~~ in whole or in part to the Lee 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 Master Association ~~Corporation~~.

**4.10 Subordination.** Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement covering the basic water, sewer and drainage systems installed in the common areas, and any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the common areas.

**4.11 Extent of Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (A) the right of the Master Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services authorized herein, and, in aid thereof, to mortgage said properties;
- (B) the right of the Master Association to impose rules and regulations governing the use of the Common Areas and Master Association property as further provided in the Governing Documents; and
- (C) the right of the Master Association to a non-exclusive easement over, across and through each Lot as necessary to meet the Master Association's maintenance responsibilities.
- (D) the right of the Master Association to levy assessments on Lots to enable the Master Association to pay the costs of operating and maintaining the Common Areas and other costs of the Master Association, and
- (E) the right of the Master Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, as provided for in Section 720.305, Fla. Stat., as amended from time to time, or for a period that may be determined by the Board of Directors for any violation of

this Declaration, the Master Association's Articles, Bylaws or published rules and regulations; and

(F) the right of the Master Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Master Association certifying that at a Special or Regular Meeting of Members called for such purpose, and written notice was sent to each Member, the approval of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer;

(G) the right of the Master Association to grant exclusive easements and rights-of-way over certain parts of the Common Areas to Members of the Master Association when the Master Association deems it necessary; and

(H) the right of the Master Association to provide, restrict or limit access across the roadways as the Board of Directors deems necessary and proper. Such limitation may include but not be limited to the stopping and questioning of visitors into and across Palmira by such means as the Board of Directors deems is necessary and proper.

## **5. MAINTENANCE.**

**5.1 Maintenance and Alteration of Lots and Dwelling Units.** Except as otherwise provided in the Neighborhood Documents, each Owner of a Lot shall, at his sole cost and expense, maintain and repair all parts of the Dwelling Unit and structures located on his Lot (including but not limited to all fixtures, equipment, appliances, patios and pools) and damage caused by wildlife, including birds, keeping the same in a condition comparable to their condition at the time of their initial construction, except for ordinary wear and tear. No Owner shall materially alter, or make any substantial additions to his Lot or to the exterior of his Dwelling Unit without the prior written approval of the Master Association, as further provided in Section 6. Such additions and alterations shall include, but not be limited to, landscaping, swimming pools, decks, awnings, hurricane protection and related equipment. The Master Association shall have the right to control the irrigation system on all Lots including the right to repair and maintain the irrigation system. Each Owner is prohibited from improving, modifying or maintaining any common area or from performing any maintenance duties of the Master Association.

**5.2 Master Association Maintenance.** The Master Association shall be responsible for the maintenance, repair, replacement and operation of all Common Areas, including, but not limited to, water retention and water management areas (excluding only those areas maintained by the Neighborhood Associations or the Golf Club) landscaping, trees, plantings, lawns, flowers, water management facilities, irrigation systems and footpaths, roadways, common driveways, parking areas, lighting, community swimming pool, swimming pool area, bath house, restaurant, tennis and pickleball courts, bocce ball courts, basketball courts, parks and playground, dog park fitness center, utility installations located on Lots but serving more than one Lot, fences, mailboxes and



09-18-24

privacy walls.

**5.3 Enforcement of Maintenance.** If the Owner of a Lot fails to maintain his Lot and/or Dwelling Unit as required above, and the Neighborhood Association fails to take any action, the Master Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot, with or without consent of the Lot Owner. The Master Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Master Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Property. Any expenses so incurred by the Master Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be a charge against the Lot, secured by a lien against the Lot as provided in Section 3. above.

**5.4 Negligence; Damage Caused by Condition in Lot.** Each Lot Owner shall be liable for the expenses of any maintenance, repair or replacement of common areas, other residential Lots, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

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

## **6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.**

**6.1 Improvements Requiring Approval.** No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, Lot or common area, be made by an Owner, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Master Association if required by the ARC's Design Review Guidelines. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

**6.2 Approval Necessary.** No dwelling, building, outbuilding, garage, pool, decking, paving, fence, wall, retaining wall, patio, screened enclosure, pier, dock, walkway or other structure or improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any Lot, nor shall the exterior of any Dwelling Unit or other improvement (including any roofing or other building materials) be altered or modified, nor shall any other improvements on any Lot be altered, changed, repaired or modified, nor shall any landscaping or vegetation be materially altered, changed or modified or additional landscaping be installed by an owner, nor shall any exterior changes (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof appropriate plans as needed to allow the ARC to make an informed decision shall have been first submitted to the ARC for its approval in

writing. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARC shall be empowered to approve or disapprove the colors of the exteriors of dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

**6.3    The ARC.** The architectural review and control functions of the Master Association shall be administered and performed by the ARC, which shall consist of at least three (3) members, who need not be members of the Master Association. The Chairperson of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Master Association. All other members of the ARC shall be appointed by the Chairperson but shall serve at the pleasure of the Board of Directors of the Master Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. With the exception of the Chairperson, any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, or in the absence of ARC members, shall be filled by the Chairperson of the ARC. Should a vacancy occur of the Chairperson, because of death, resignation or other termination of service, that vacancy shall be filled by the Board of Directors. The Board may act as the ARC, and in the absence of the Board's appointment of an ARC, the Board shall be the ARC. The Board of Directors in its sole and absolute discretion may remove members of the ARC at any time, with or without cause.

**6.4    Powers and Duties.** The ARC shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Master Association the creation of or modification and/or amendments to the Architectural Planning Criteria. The Criteria for any item not contained in the written Architectural Planning Criteria shall be whatever already physically exists and has been previously approved within the Community for such an item. If any item does not already exist within the Community as previously approved nor is a Criteria for such an item contained within the written Architectural Planning Criteria, then such item may not be used or placed within the Community unless and until a Criteria for such an item has been added to the written Architectural Planning Criteria. Any written Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Master Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Master Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or of a copy of



any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

**(B)** If required by the ARC's Design Review Guidelines to require submission to the ARC of two (2) complete sets of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, Lot or common area, including without limitation, any building, fence, wall, swimming pool, tennis court, driveway, enclosure, sewer, drain, disposal system, decorative building, landscape devise, object or other improvement, the construction or placement of which is proposed upon the Property. The ARC may also require submission of samples of building materials proposed for use in any Dwelling Unit and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

**(C)** To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property, and which is visible from the outside of any Dwelling Unit. All decisions of the ARC shall be submitted in writing to the Board of Directors of the Master Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or Vice President of the Master Association. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Master Association within forty-five (45) days from the date of the denial letter notifying the owner of the ARC's decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

**(D)** To adopt a schedule of reasonable fees for processing requests for ARC approval of proposed improvements. Such fees, if any, shall be payable to the Master Association, in cash, at the time that plans and specifications are submitted to the ARC.

**(E)** To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans.

**(F)** The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ARC, however, shall have the power to engage the services of professionals for compensation for the purpose of aiding the

ARC in carrying out its functions.

**6.5 Approvals or Disapprovals.** All required approvals or disapprovals of the ARC must be in writing to be valid for purposes of this Declaration. Decisions of the ARC and any final decisions of the Board on appeal as provided for above shall be based on aesthetics, harmony, balance and compatibility of the proposed improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans, where applicable. The ARC shall make its final decision based upon its sole discretion as to whether the improvements will be aesthetically pleasing, consistent with the architecture of the buildings in the Master Association, and similar to other such improvements previously allowed.

**6.6 Endorsement of Plans.** The approval of the ARC of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Master Association of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within eighteen (18) months (or as provided in the ARC's Design Review Guidelines) with the exception of materials shortage, inclement weather or acts of God, which may be extended by the Association for good cause shown.

**6.7 Construction to be in Conformance with Plans.** After such plans and specifications and other data submitted have been approved by the ARC, no building, outbuilding, garage, fence, wall, retaining wall, or other Improvement or Structure of any kind shall be erected, constructed, placed, altered or maintained upon any Lot unless the same shall be erected, constructed or altered in conformity with the plans and specifications and Lot plans approved by the ARC.

**6.8 Right of Entry.** Any member of the ARC may at any reasonable time enter, and upon reasonable notice of at least twenty-four (24) hours in advance of such entry and inspect any building or property subject to the jurisdiction of the ARC and any building or structure reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

**8. 6.9 Liability; Indemnification.** The ARC ~~Committee~~, the Board, and the Master Association ~~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 ARC ~~Committee~~, Board, and the Master Association



~~Corporation and/or Declarant~~. Furthermore, the ARC Committee, the Board, and the Master Association ~~Corporation and/or Declarant~~ do not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements. No member of the ARC Committee, the Board, the ARC's Committee's duly authorized representative, nor the Master Association ~~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 ARC Committee including, but not limited to, members designated by Declarant, shall be indemnified by the Master Association 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 ARC Committee, or the Board or Declarant which reviewed an appeal of an ARC 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 ARC Committee, or the Board or Declarant which reviewed an appeal of an ARC 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 Master 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 ARC Committee may be entitled whether by statute or common law or other provision of the Palmira Master Association Governing Golf and Country Club Documents.

**6.10 Local Building Code.** This Section 6. shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and all improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the Master Association's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner. The Owner is required and responsible for obtaining any and all approvals and permits required by such laws, codes, ordinances and regulations.

**6.11 Restoration in Event of Damage or Destruction.** In the event any Improvement on a Lot is damaged or destroyed, in whole or in part, the Lot Owner or appropriate Association shall take action deemed necessary by the Association to correct any unsightly or dangerous condition resulting from such damage or destruction. The Lot Owner shall take corrective action to either restore or remove the condition. Such corrective action shall be commenced within ninety (90) days from the date that such damage or destruction occurred and the work shall be completed within eighteen (18) months (or as provided in the ARC's Design Review Guidelines) after the date of the damage or destruction, which may be extended by the Association for good cause shown. The Owner shall undertake such corrective action as soon as is practicable in order to avoid an unsightly or dangerous condition. In the event the Owner fails or refuses to take the required corrective

09-18-24

action, as deemed appropriate by the Association, or in the aftermath of a catastrophic event, such as a hurricane, the Association shall have the right, but not the obligation, to go upon the Lot and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Lot for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration.

**6.12 Fill and Grade.** No fill shall be added to or removed from any Lot nor shall the Owner of any Lot do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless approved in writing by the ARC. The approval of South Florida Water Management District may also be required.

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

**7. USE RESTRICTIONS.** The following rules and standards shall apply to Palmira and shall be enforced by the Master Association.

**7.1 Dwelling Units.** Each Dwelling Unit shall be occupied by only one family at any time. Each Dwelling Unit shall be used as a home and for no other purpose. No business or commercial activity shall be conducted in or from any Dwelling Unit. This restriction shall not be construed to prohibit any Owner from keeping his personal, business or professional records in his Dwelling Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Dwelling Unit, if such uses do not involve customers, clients, or employees coming onto the property, excessive deliveries to the Lot, the posting of any signage in the Community, or the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use. Lots may not be used for commercial or business purposes, including, without limitation, caring for children or adults or any use that requires an occupational license.

**7.2 Occupancy in Absence of Owner.** If the Owner and his family who permanently reside with him are absent from the Dwelling Unit and are not occupying it, and the Dwelling Unit has not been leased, the Owner may permit his Dwelling Unit to be occupied by his guests only in accordance with the following:

(A) Any one (1) person who is the parent, child, adult grandchild or sibling of the Dwelling Unit Owner or of the Owner=s spouse or non-spouse companion, if any, and any house sitter, or dog sitter of the Dwelling Unit Owner, who do not normally reside within the Dwelling Unit with the Owner, may occupy the Dwelling Unit in the absence of the Owner for a period not to exceed fifteen (15) days. That person=s spouse or non-spouse companion and children if any may accompany him. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one (1) calendar year, with a maximum aggregate total of sixty (60) days.

(B) House guests not included within 7.2(A) are permitted for only one (1) family



09-18-24

occupancy in the Dwelling Unit Owner=s absence and then only with the proviso that the family and its guests consist of no more than four (4) persons. Such guests may stay only one (1) week and the total number of occasions for this type of guest occupancy in any Dwelling Unit shall be limited to two (2) in each calendar year.

(C) An Owner desiring guest occupancy under (A) or (B) above shall give notice to the Master Association, by notifying the manager.

**7.2.1 Exceptions.** Upon prior written application by the Dwelling Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one (1) exception shall not be construed as a precedent for later exceptions.

**7.2.2 Occupancy When Owner is Present.** There is no restriction on the number of guests, whether related or unrelated to the Owner, who may occupy the Lot together with the Owner, so long as the total number within the Dwelling Unit does not exceed the total occupancy limit permitted by County Code. However, once a guest, whether related or unrelated to the Owner, has been occupying a Dwelling Unit together with the Owner for a period of more than thirty (30) days, such guest must apply for and obtain Master Association approval in the same manner as a prospective lessee is required to obtain Master Association approval pursuant to the leasing provisions contained in Section 10. hereof. If the guest does not obtain Master Association approval within the requisite time periods contained in Section 10.3 hereof, the guest must then vacate the Dwelling Unit until approval is obtained.

**7.2.3 Additional Board Authority.** The Board may promulgate such rules, policies, and procedures as are necessary to implement this section. In the event that Dwelling Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Master Association may require proposed guest occupants to submit proof of familial relationship, including an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Section 10. are not being violated.

~~4.~~ **7.3 Mining, Drilling, or Excavation.** There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise (AMining Activity@) undertaken on the ~~Committed~~ Property. ~~Activities of Declarant, the Corporation, a Builder or the Neighborhood Association 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.~~ Any approved activities by the Master Association 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 in compliance with applicable governmental requirements be deemed a Mining Activity.

**7.4 Minors.** All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to ensure that they do not become a source of unreasonable annoyance to other residents.

**11. 7.5 Pets and Wild Animals.** The Owner of each Dwelling Unit may keep pets of a normal domesticated, non-exotic household type (such as a cat or dog) in the Dwelling Unit, provided it is not kept, bred or maintained for any commercial purpose. The Owner of the pet shall hold the Master Association, its officers, and directors harmless from any liability or loss arising from the keeping of the pet in Palmira. Except while using the designated dog park, any pet must be carried under the owner=s arm or be leashed at all times while on the Property outside of a Dwelling Unit. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of Palmira. Pets shall be permitted only in those portions of the Palmira Master Common Areas designated by the Board for such purpose, if any. Each pet owner is strictly responsible to immediately collect and properly dispose of waste and litter by the pet owner=s pet. Outside animal pens, staked line tethers and invisible fences are not permitted within Palmira. No pet shall be kept in any screened area unless someone is present in the Dwelling Unit. If any pet interferes with the Association=s maintenance responsibility, the applicable Lot Owner will be required to assume the obligations for such maintenance. No other animals, swine, livestock, poultry, reptiles, monkeys, rodents, or amphibians of any kind may be kept, raised, bred or maintained on any portion of Palmira Property. In order to avoid undue attraction of wild animals to Palmira, all trash receptacle lids should be tightly closed at all times. Feeding of wild animals or any other interaction with wild animals is not permitted at any time.

**7.6 Nuisances or Unreasonable Annoyance.** No Owner shall use his Lot and Dwelling Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Lot and Dwelling Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Lot and Dwelling Unit shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. Extreme care shall be exercised to minimize noises so as not to unreasonably disturb other persons.

**7.7 Dangerous Materials.** No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use. Notwithstanding this prohibition, the ARC may develop guidelines which permit limited amounts of such materials which are customary and appropriate for household use.

**7.8 Signs.** No sign or emblem of any kind may be kept or placed upon any Lot or Dwelling Unit or mounted, painted, or attached to any Dwelling Unit or other Improvement or anywhere on the Common Area or Master Association property, so as to be visible from public view or mounted on or in any vehicle or trailer parked or driven in Palmira or carried by any person or by any other means displayed within Palmira except for the following:

(A) **For Sale Signs.** A Dwelling Unit Owner may erect one (1) sign not to exceed 2' x 3' in area, displayed in an area approved by the ARC.

(B) **Political Signs.** No political signs may be erected in Palmira.



**7.9     Flags.** No flags or banners will be permitted, other than a Flag permitted by Section 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Board or the ARC, as applicable. The permitted flags shall not exceed 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The Master Association is exempt from this Section.

**24.     7.10     Hurricane Shutters.** Any hurricane shutters or other protective devices which are visible from outside the Dwelling Unit shall be of a type as approved by the Master Board or the Architectural Review Committee, as applicable. Approved hurricane shutters may be left closed or put in place prior to homeowners leaving for the off-season or during hurricane season (i.e. June 1 through November 30 of each year), with the exception of aluminum, steel or other metal panels. Aluminum, steel or other metal panels may be put in place for the off-season if they have been painted the same color as the house exterior walls. Unpainted aluminum, steel or other metal panels may be put in place up to ten (10) days prior to a hurricane and must be removed within thirty (30) days after a storm passes, or within ten (10) days after a declared state of emergency has expired, whichever is sooner.

**7.11     Garage Sales.** No garage sales or other similar commercial activities shall be permitted to be held on any Lot. Commercial activities may be permitted on the Common Areas, if prior written approval of the Board or the RCC General Manager has been received prior to such activity.

**7.12     Single Family Lot Structures.** Other than one single family Dwelling Unit, pool, deck and related equipment, no structure, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used or placed on any Lot at any time either temporarily or permanently.

**13.     7.13     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~~ Palmira for more than twelve (12) hours, except in the garage of a Dwelling Unit. No repair, except emergency repair, of vehicles shall be made within ~~the Committed Property~~ Palmira except in the garage of a Dwelling Unit. 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~~ Palmira, 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 in ~~the Committed Property~~ Palmira which is deemed to be a nuisance by the Master Association ~~Corporation or Declarant.~~

No commercial vehicle, recreational vehicle, truck with a camper top, boat or camper, may be kept within ~~the Committed Property~~ Palmira except in the garage of a Dwelling Unit. The Board may approve a commercial vehicle if that commercial vehicle is being used in a commercial activity on

**Master Common Areas that has been approved by the Board.** The term commercial vehicle shall not be deemed to include sport utility vehicles (~~e.g. Broneos, Blazers, Explorers, etc.~~), or clean Anon-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, fire officials, or county employees, may be kept within ~~the Committed Property Palmira~~, subject to reasonable regulation by the Board. Notwithstanding any other provision in this Master 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, ~~Master Corporation~~ Common Areas or Neighborhood Common Areas, or any other facility within ~~the Committed Property Palmira~~. 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.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board may be towed by the Master Association at the sole expense of the Owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours. The Master Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the Owner to receive it for any other reason, shall be grounds for relief of any kind.

~~16.~~ **7.14 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,~~ the Master Association and the applicable governmental entity(ies). Should the ~~Declarant or the Corporation~~ Master Association install in Palmira ~~Golf and Country Club~~ a water supply system (AWater 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. 7.15 Sewage Disposal.** No individual sewage disposal system shall be permitted ~~on the Committed Property in Palmira.~~

**7.16 Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

**7.17 Storage Tanks.** No above ground storage tanks, including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on any Lot outside of the building, except as provided by the ARC.

**7.18 Air Conditioning Units and Generators.** No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems,



09-18-24

as well as permanent generators, which are located outside the exterior of a building shall be adequately screened, in accordance with Architectural Guidelines, in order to prevent their being viewed from any street or other Lot.

**7.19 Easements.** Owners may not grant easements on their Lots without written consent of the Master Association.

~~20.~~ **7.20 Lakefront Lots.** Unless the written consent of the ~~ARC 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; 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.

~~9.~~ **7.21 Boats and Docks.** Boats or other vehicles containing gas or other forms of combustion engines or with power motors of any kind are prohibited upon any portion of the 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.~~

**7.22 Fences, Hedges and Walls.** No fence, hedge, wall or other dividing instrumentality shall be constructed or maintained on any Lot unless approved by the ARC.

**7.23 Garbage and Refuse Disposal.** No Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste matter. No incinerator or any outdoor burning shall be permitted. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring Dwelling Units and the interior roadways except when out for pick-up. Trash and recycle bins shall not be put on the curb for pick-up, prior to 6:00 p.m. the night before the scheduled pick-up. All trash and recycle bins shall be removed by 9:00 p.m. in the evening of the scheduled pick-up.

**7.24 Exterior Lighting.** No spotlights, floodlights, or other outdoor high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon. All exterior lighting must be in compliance with the provisions of the Bonita Springs City Code Section 10-102, as amended from time to time. Low intensity lighting which does not unreasonably disturb the Owners or other occupants of the Properties shall be allowed.

**7.25 Mailbox.** All mailboxes on single family Lots shall be of the same size, color, and have the same post as provided in the Architectural Review Guidelines.

**7.26 Parking.** Except as otherwise provided in this Master Declaration, parking along roadways and streets is prohibited.

09-18-24

**7.27 Drainage, Alteration of Drainage.** Except to comply with the governmental regulation or control, no Improvements (including, but not limited to, driveways, pools, fences and landscaping) shall be removed from the Property and no change in the condition of the soil or the level of the land of any portion of the Property shall be made which results in any permanent change in the flow or drainage of surface or subsurface water of or within Palmira and/or which detrimentally affects any adjoining Lot, without the prior written consent of the ARC.

**7.28 Roofs.** Any replacement roof must be replaced with a tile roof approved by the ARC.

**7.29 Seasonal Holiday Decorations.** Lights or decorations may be erected on the exterior of the Dwelling Units or on the interior of the Dwelling Units, where they may be seen from the outside of the Dwelling Unit, in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the Dwelling Unit as part of the original construction shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 1<sup>st</sup> of any year. Other holiday decorations or lights may not be displayed more than two (2) weeks in advance of the holiday.

**7.30 Clothes Drying.** No towels, garments, rugs, etc. may be hung from windows, railings or other parts of the Dwelling Units. No clotheslines shall be located so as to be visible from neighboring Dwelling Units or from the interior roadways within Palmira.

**3. 7.31 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~~ ARC 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~~ ARC, ~~or Declarant~~ in accordance with the requirements of Section 163.04(2), Fla. Stat., as amended from time to time.

**7.32 Exterior Appearance and Construction.** All windows, porches, balconies, and exteriors of all building on any Lot shall at all times be maintained in a neat and orderly manner. Exterior of all Dwelling Units and other structures must be completed within one (1) year after construction is commenced, except where a written extension of time is granted by the ARC.

**7.33 Water Restrictions.** The Water Use Permit, authorized by the South Florida Water Management District, provides that all Lot Owners within the areas covered by the permit shall abide by all water use restrictions, put in place by the district or any other governmental agency empowered with such authority.



**7.34 Drones.** The operation, flying or use of a drone, as a drone is defined in Section 934.50 (2)(a), Fla. Stat., as may be amended from time to time, on, over or through the Community is prohibited without the operator or Owner of such drone having first obtained the express, written approval of the Board of Directors. If such approval is granted, the use of the drone shall be operated in accordance with the provisions of Section 934.50, Fla. Stat., as may be amended from time to time, and the operator may not use a drone equipped with an imaging device to record an image of privately owned real property or of the Owner, tenant, occupant, invitee, guest or licensee of such property with the intent to conduct surveillance on the individual or property captured in the image in violation of such person=s reasonable expectation of privacy without his or her written consent.

**7.35 Laws and Ordinances.** Every Owner and occupant of every Dwelling Unit, their Guests and invitees shall comply with all laws, statutes, ordinances and rules of federal, state and county governments applicable to Palmira and any violation thereof may be considered a violation of this Master Declaration; provided the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

**7.36 Remotely Controlled Vehicles or Water Craft.** The operation, control or use of a remotely controlled vehicle or water craft on the Community Property is strictly prohibited. The Owner and operator of a remotely controlled vehicle or water craft used on, over or through the Community Property, in violation of this provision, shall hold the Master Association, its officers, and directors harmless from any liability, loss or damage arising from the use of such remotely controlled vehicle or water craft on, over or through the Community Property. Each Dwelling Unit Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Dwelling Units, or personal property made necessary by his intentional or negligent actions in using such remotely controlled vehicle or water craft or by that of any member of his family or his guests, employees, agents, or lessees in the use of remotely controlled vehicle or water craft on, over or through the Community Property.

## ~~Article VIII~~

### ~~C. Insurance.~~

**8. INSURANCE.** In order to adequately protect the Master Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

**8.1 Master Association; Required Coverage.** The Master Association shall maintain adequate property insurance covering all of the Common Area buildings, the Common Areas and all Master Association property. The Master Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Master Association shall afford at least the following protection:

(A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard AAll Risk@ property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Dwelling Unit Owners as a group to a Lot Owner.

(C) Directors and Officers Liability.

(D) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Master Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(E) Compensation. The Master Association may maintain Workers' Compensation insurance and shall if required by law.

(F) Statutory Fidelity Bonding or Insurance. For all persons who control or disburse funds of the Master Association as required by the Homeowners= Association Act.

**8.2 Duty to Insure**. Each Owner is responsible for insuring the real and personal property within the Owner=s own Lot and Dwelling Unit. Each Owner must recognize that he bears financial responsibility for any damage to the Owner=s property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

**8.3 Duty to Reconstruct**. Except as otherwise approved by the Board of Directors, if any Dwelling Unit or other Improvements located on any Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within eighteen (18) months thereafter, which may be extended by the Association for good cause shown. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, and shall utilize and conform with the original foundation and appearance of the original improvements.

**8.4 Failure to Reconstruct**. If the Owner of any Dwelling Unit fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 8.3 above, the Master Association shall give written notice to the Owner of default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet its obligations, the Master Association may take such actions as the Master Association deems necessary an proper, including the filing of an action for injunctive relief. The Master Association shall have the right to recover from the Owner any costs incurred by the Master Association, and the Master Association shall have a lien on the Lot and Dwelling Unit to secure payment.

**8.5 Master Association Insurance; Duty and Authority to Obtain**. The Board of Directors shall obtain and keep in force the insurance coverage which the Master Association is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional



09-18-24

insurance coverage as it deems necessary. The name of the insured shall be the Master Association. To the extent permitted by law, the Master Association may self-insure.

**8.6 Optional Coverage.** The Master Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Master Association and the Owners.

**8.7 Insurance Proceeds.** All insurance policies purchased by the Master Association shall be for the benefit of the Master Association, and all proceeds shall be payable to the Master Association. The duty of the Master Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein.

**8.8 Distribution of Proceeds.** Proceeds of insurance policies received by the Master Association shall be distributed to defray the costs of reconstruction or repair by the Master Association property. Any proceeds remaining after defraying costs shall be held as funds of the Master Association.

**8.9 Damage to Common Areas.** Where insured loss or damage occurs to the common areas or Master Association property, it shall be mandatory for the Master Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common areas, the Master Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Members of the Master Association for the deficiency. Such Special Assessments need not be approved by the Members. The Special Assessments shall be added to the funds available for repair and restoration of the property.

## ~~Article X~~

### ~~Lease and Conveyance of Dwelling Units~~

B. Conveyances:

## **9. OWNERSHIP OF LOTS.**

### **9.1 Forms of ownership:**

(A) A Lot may be owned by one natural person.

(B) Co-ownership. Co-ownership of Lots is permitted. If there are co-Owners,

the Board shall be entitled to require the Owners to designate one (1) natural person as APrimary Occupant.@ The use of the Lot and Dwelling Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

**(C) Ownership by Corporations, Partnerships or Trusts.** A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot and Dwelling Unit may be used as short-term transient accommodations for several individuals or families.

A trustee, or corporation, partnership or other entity as an Owner shall be required to designate one (1) natural person to be the APrimary Occupant.@ The use of the Lot and Dwelling Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

**(D) Designation of Primary Occupant.** Within thirty (30) days after the effective date of this provision, each Owner of a Lot which is owned in the forms of ownership stated in preceding subsections (B) and (C) shall designate a Primary Occupant in writing to the Master Association. If any Lot Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

**(E) Life Estate.** A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Master Association member from such Dwelling Unit, and occupancy of the Dwelling Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Master Association. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights and shall be subject to subsection (B) above.

## **9.2 Transfers.**

**(A) Sale or Gift.** No Owner may dispose of a Lot or any ownership interest in a Lot by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.



(B) Devise or Inheritance. If any Lot Owner acquires his title by devise or inheritance, his right to occupy or use the Lot shall be subject to the approval of the Board of Directors under Section 9.3 (A)(2) below. The approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse or non-spouse companion at the time of death, or was related to the Owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Lot and Dwelling Unit before being approved by the Board of Directors under the procedures outlined in Section 9.3 below.

(D) Committee Approval. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Master Association.

### 9.3 Procedures.

(A) Notice to Master Association.

(1) Sale or Gift. An Owner of a Lot intending to make a sale or gift of his or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse or non-spouse companion, if any, as a pre-condition to approval. All Occupants of a Dwelling Unit, who are over the age of eighteen (18) years, may be required to have a background or credit check.

(2) Devise, Inheritance or Other Transfers. The transferee of a Lot must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Lot following the procedures in this Section or Section 10.

(3) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Lot Owner fails to obtain the Master Association's approval prior to selling an interest in a Lot, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration and shall constitute good cause for Master Association disapproval.

(B) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or the Vice-President of the Master Association in recordable form and delivered to the transferee of the Lot. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval. Approval of the Master Association shall be withheld or denied only for good cause, and then only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

(1) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to:

- a. A felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years;
- b. or a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or
- c. a felony involving illegal drugs within the past ten (10) years; or
- d. any other felony in the past five (5) years; or
- e. a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

(2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies,



foreclosures or bad debts;

(3) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the property;

(4) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(5) The person seeking approval has evidenced an attitude of disregard for Master Association rules by his conduct in Plamira as a tenant, Lot Owner or Occupant of a Dwelling Unit;

(6) The parties to the proposed transfer have failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(7) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

**9.4 Exception.** The provisions of Sections 9.2 and 9.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

**9.5 Unapproved Transfers.** Any sale or transfer of ownership of a Lot which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall not be concluded; and if it is concluded in disregard of this Section, shall be void or voidable by the Master Association unless subsequently approved in writing by the Board.

**9.6 Fees Related to the Sale or Other Transfer of Lots.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Master Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law or a lower amount to be established by the Board of Directors. In addition to the transfer fee, the Master Association may perform a background and credit review and the applicant shall be responsible for the cost of those reviews.

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

**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



09-18-24

~~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~~



09-18-24

~~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.0 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.~~

**10. LEASING OF DWELLING UNITS.** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Lots and Dwelling Units by their Owners shall be restricted as provided in this Section. All leases of Lots and Dwelling Units must be in writing. An Owner may lease only his entire Lot and Dwelling Unit, and then only in accordance with this Section, after receiving the approval of the Master Association. The lessee must be a natural person. The legal responsibility for paying Master Association assessments may not be delegated to the lessee. If the Lot is occupied by a lessee and the Owner is delinquent in paying any monetary obligation due to the Master Association, the Master Association may demand by notice as provided by Statute that the lessee pay to the Master Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full to the Master Association and the Master Association releases the lessee or until the tenant discontinues tenancy in the Lot. The lessee does not, by virtue of payment of monetary obligations, have any of the rights of a Lot Owner to vote in any election or to examine



the books and records of the Master Association. All leases shall provide that the Neighborhood Association or the Master Association shall have the right to terminate the lease upon default by the lessee or any of the Dwelling Units Occupants in observing any of the provisions of the Neighborhood Association or Master Association Governing Documents, the applicable Neighborhood or Master Association Rules and Regulations or of any other agreement, document or instrument governing the Lots, or the lease. The lease of any Dwelling Unit on a time-share basis is prohibited. The Owner of a leased Dwelling Unit shall be jointly and severally liable with the Owner=s lessee to the Neighborhood or Master Association to pay any claim for injury or damage to property caused by the intentional act or negligence of the Owner=s lessee or any Occupant of the Dwelling Unit. Every lease shall be subordinated to any lien filed by the Neighborhood or Master Association whether before or after such lease was entered into.

#### 10.1 Procedures.

(A) Notice by the Owner. An Owner intending to lease his Lot and Dwelling Unit shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his or her spouse or non-spouse companion, if any, as a pre-condition to approval. All Occupants of a Dwelling Unit, who are over the age of eighteen (18) years, may be required to have a background check. The Owner shall be responsible for all costs related to any background check performed on the Owner=s prospective lessee or other persons who will occupy the Dwelling Unit with the lessee.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (1) the Owner is delinquent in the payment of assessments, fines, charges or other monetary obligations due to the Master Association at the time the application is considered;
- (2) the Owner has a history of leasing his Lot or Dwelling Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Lot or Dwelling Unit;
- (3) the real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Master

Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Property;

(5) The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of or has pleaded no contest to:

(a) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or

(b) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or

(c) a felony involving illegal drugs within the past ten (10) years; or

(d) any other felony in the past five (5) years; or

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

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others. By way of example, but not limitation, a lessee taking possession of the premises prior to approval by the Master Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Declaration and Rules and Regulations of the Master Association and may constitute grounds for denial;

(7) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Master Association rules;

(8) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

(9) the Owner fails to give proper notice of his intention to lease his Lot and Dwelling Unit to the Board of Directors.

**(D) Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Lot and Owner.

**(E) Applications; Assessments.** Applications for authority to lease shall be made to the



Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Master Association assessments may not be delegated to the lessee.

**(F) Committee Approval.** To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.

**(G) Manager Approval.** To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Manager of the Master Association. Only the Board of Directors shall have the power to disapprove a lease. If the Manager, after reviewing a lease and all information provided by the applicant, determines that he will not approve the lease, the Manager shall forward the proposed lease to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in this Section 10., the Board of Directors shall have twenty (20) days after the receipt of the lease from the Manager and all information or interviews requested in which to approve or disapprove the lease.

**10.2 Term of Lease and Frequency of Leasing.** No Lot and Dwelling Unit may be leased more often than three (3) times in any twelve (12) month period, with the minimum lease term being thirty (30) consecutive days at any one (1) time. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

**10.3 Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Master Association to protect against damage to the common areas or property owned by the Master Association. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes as amended from time to time.

**10.4 Regulation by Master Association.** All of the provisions of the Governing Documents (this Declaration, the Articles of Incorporation, the Bylaws of the Master Association and the rules and regulations of the Master Association) shall be applicable and enforceable against any person occupying a Lot and Dwelling Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Governing Documents, designating the Master Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. All leases will provide, or be deemed to provide that the lessees have read and agreed to be bound by the Governing Documents. Any lease or addendum shall further provide or be deemed to

provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the lessee to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a lessee, resident, other Occupant, Guest or invitee of the Owner or lessee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the lessee, residents, Occupants, Guests and invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Master Association as to the lessee. The Owner shall have the duty to bring his lessee's conduct (and that of the other residents, Occupants, Guests and invitees of the Owner or lessee) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the lessee into compliance with the Governing Documents in a manner deemed acceptable by the Master Association, or in other circumstances as may be determined by the Board, the Master Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the lessee's noncompliance with the Governing Documents (or the other noncompliance of other residents, Occupants, Guests or invitees of the Owner or lessee), including without limitation the right to institute an action for eviction against the lessee in the name of the Master Association in its own right, or as agent of the Owner. The Master Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a Lien for Charges, whether or not a lawsuit is commenced. All leases will be deemed to provide that the Master Association shall have the authority to direct that all rental income related to the Dwelling Unit be paid to the Master Association until all past due and current obligations of the Master Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

**10.5 Occupancy During Lease Term.** No one but the lessee, the lessee's family members within the first degree of relationship by blood, adoption or marriage, and their spouse or non-spouse companions and guests may occupy the Dwelling Unit. The total number of occupants of a leased Dwelling Unit is limited to two (2) persons per bedroom, plus two (2). Once a Guest, whether related or unrelated to the lessee, has been occupying a Dwelling Unit together with the lessee for a period of more than fourteen (14) days in any twelve (12) month period, such Guest must apply for and obtain Association approval in the same manner as a prospective lessee is required obtain Association approval pursuant to the transfer provisions contained in Section 9. hereof. If the guest does not obtain Association approval within the requisite time periods contained in Section 9.1 hereof, the Guest must then vacate the Dwelling Unit until approval is obtained.

**10.6 Occupancy in Absence of Lessee.** If a lessee absents himself from the Dwelling Unit for any period of time during the lease term, the lessee's family within the first degree of relationship already in residence may continue to occupy the Dwelling Unit and may have house guests subject to all the restrictions in Section 10.5 above. If the Lessee and all of the Lessee's family members who reside with the Lessee are absent, no other person may occupy the Dwelling Unit.

**10.7 Use of Common Elements and Association Property.** To prevent overtaking the facilities, an Owner whose Dwelling Unit is leased may not use the recreation or parking facilities



09-18-24

during the lease term, except as the Guest of another Owner.

**10.8 Regulation by Association.** All of the provisions of the Governing Documents and the rules and regulations of the Master Association shall be applicable and enforceable against any person occupying a Dwelling Unit as a lessee or Guest to the same extent as against the Owner. A covenant on the part of each Occupant to abide by the rules and regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the lessee or any other Occupant in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

**10.9 Fees and Deposits Related to the Lease of Dwelling Units.** Whenever herein the Board's approval is required to allow the lease of a Dwelling Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

## Article XI

### General Provisions:

~~K. Term~~ **11.1 Duration.** The conditions of 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 and shall inure to the benefit of and be enforceable by the Master Association or the Owner of any real property subject to this Declaration, ~~Declarant, the Corporation, Owners, Institutional Mortgagees~~ 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~~ fifty (50) years from the date this Declaration is recorded, after which time said Declaration shall automatically be renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least two-thirds (2/3rds) of the Owners of Dwelling Units affirmatively vote at a duly held meeting of the members of the Master Association in favor of terminating this Declaration at the end of its then current term. ~~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~~ It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, be given at least forty-five (45) days in advance of said meeting. If the Master Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Master Association, the date of the meeting of the Master Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

**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 XIII, 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 XIII, 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.1.2 hereinbelow.~~

2. ~~Subsequent to Turnover Date. After the Turnover Date,~~ 11.2 Amendments by Members. Except as otherwise provided herein or by law, 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. at any time by affirmative vote of at least a majority of all votes which the Representatives are collectively entitled to cast in accordance with the terms and provisions contained in the Articles, at a duly called meeting of the Members of the Master Association, called for the purpose. 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.~~ A copy of each adopted amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded and shall be executed by the President or Vice-President of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

No amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Golf Club, ~~or~~ South Florida Water Management District ~~or the CDDs~~ under this Declaration without the specific written approval of such Golf Club, ~~or~~ South Florida Water Management District ~~or the CDDs~~ affected thereby.

~~If the amendment does not impair or prejudice a right or priority of the Golf Club or the South Florida Water Management District, no such written approval is required.~~

3.11.3 Amendments Requiring Additional Consents. Notwithstanding the foregoing provisions of this ~~Section 11, Paragraph XII.~~, 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, or~~ 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) increase the proportion or percentage by which a Contributing Unit Lot shares in the common expenses of the Association; ~~(ii) the abandonment, partition, subdivision, alienation, release, transfer or encumbrance of the Corporation Common Areas, other than as provided in Paragraph 111.A.2 hereof;~~ (ii) 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.~~

~~E.~~ 12. ENFORCEMENT; GENERAL PROVISIONS.

**12.1 Enforcement.** ~~The Enforcement of these covenants, conditions and restrictions herein contained or contained in any of the Palmira Golf and Country Club Documents may be by a proceeding at law or in equity and may be instituted by the Master Association, its successors or assigns, or by any Owner, the Golf Club Owner, the CDDs, or the South Florida Water Management District against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. may be enforced by Declarant, the Corporation, any Owner(s), 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.~~ Failure of the Master Association or any Owner, the Golf Club, the CDDs, or the South Florida Water Management District to enforce any covenant, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter. ~~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.~~

**12.2 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Master Association shall apply to Owners, Members and all persons to whom an Owner has delegated his right of use in and to the Common Areas, as well as to any other person occupying any Dwelling Unit under



lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Master Association of the power to enforce these provisions. Each residential Lot or Unit Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

**12.3 Litigation.** Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents or Master Association rules, may be brought, but shall not be required to be brought, by the Master Association, by a Dwelling Unit Owner, the Golf Club, the CDDs, or the South Florida Water Management District against:

- (A) the Master Association;
- (B) a Dwelling Unit Owner;
- (C) anyone who occupies or is a tenant or guest of a residential Dwelling Unit; or
- (D) any officer or Director of the Master Association who willfully and knowingly fails to comply with these provisions.

**12.4 Attorney Fees.** The Master Association has the right to assess, as an Individual Assessment, against an Owner for any costs and attorney's fees incurred by the Master Association in efforts to cause the Owner, his or her family members, guests, or tenants, to come into compliance with the terms of the Governing Documents, whether or not a lawsuit is commenced. In any legal proceeding arising out of an alleged failure of a guest, tenant, Dwelling Unit Owner, officer, Director or the Master Association to comply with the requirements of the law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the court, including appellate attorney fees and costs.

**12.5 No Election of Remedies.** All rights, remedies and privileges granted to the Master Association or Owners under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

**12.6 Notices.** Any notice required to be sent to any member or Owner under the provisions of this Declaration or by Florida law, shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the records of the Master Association, or to the address of the member's Dwelling Unit or as otherwise provided by Florida law. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Secretary of the Master Association in writing of any change of address.

09-18-24

**12.7 Severability.** Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

**12.8 Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

**12.9 Non-Profit Status.** Notwithstanding anything contained herein to the contrary, the Master Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

**12.10 Use of Singular and Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**12.11 Headings.** The headings used in the governing documents are for reference purposes only, and do not constitute substantive matters to be considered in construing the terms and provisions of these documents.



## EXHIBITS TO DECLARATION

The exhibits listed below were recorded on April 12, 2001, together with the Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club, at Official Records Book 03394, Page 0609 et seq., Public Records of Lee County, Florida.

- The following Exhibits, as previously amended to date, are hereby incorporated by reference as exhibits to the attached Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club, as if fully set forth herein.

EXHIBIT "A-1" – LEGAL DESCRIPTION OF INITIAL PROPERTY  
EXHIBIT "B" - ARTICLES OF INCORPORATION OF ASSOCIATION

- In addition, the following Exhibit is completely amended and restated, and the Restatement is attached hereto and recorded herewith:

EXHIBIT "A" – LEGAL DESCRIPTION OF TOTAL PROPERTY

- In addition, the following Exhibit has been previously completely amended and restated, and recorded at Instrument Number 2021000083457 of the Public Records of Lee County, Florida and the Restatement, and any amendments thereto, are hereby incorporated herein by reference, as if fully set forth herein.

EXHIBIT "C" – BYLAWS OF THE ASSOCIATION

09-18-24

**EXHIBIT A**  
**LEGAL DESCRIPTION OF TOTAL PROPERTY**

All of the Plat of Palmira Golf and Country Club, as recorded in Plat Book 68, at Pages 59 through 67, inclusive, of the Public Records of Lee County, Florida and all of the Plat of Parklands Lee, as recorded in Plat Book 79, Pages 84 through 98, inclusive, of the Public Records of Lee County, Florida.