

Prepared by/return to:
Henderson Franklin Starnes & Holt, P.A.
P.O. Box 280
Fort Myers, Florida 33902
ATTN: Colby Keefe, Esq.

CERTIFICATE OF RECORDATION OF

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PINE LAKES ESTATES HOMEOWNERS' ASSOCIATION, INC.**

**AMENDED AND RESTATED BYLAWS OF PINE LAKE ESTATES HOMEOWNERS'
ASSOCIATION, INC.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF PINE LAKES ESTATES
HOMEOWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDATION is made this 28th day of February, 2024. The undersigned officers of Pine Lakes Estates Homeowners' Association, Inc. ("Association"), certify that the following Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pine Lakes Estates Homeowners' Association, Inc. ("Declaration") was approved by at least 67% of the entire voting interests of the Association present in person or by proxy at a duly noticed meeting of the Members pursuant to Section 6.05.4 of the Declaration; and

further certify that the following Amended and Restated Articles of Incorporation of Pine Lakes Estates Homeowners' Association, Inc. ("Articles of Incorporation"), were approved by at least two-thirds of the Board of Directors and by at least two-thirds of all Members at a duly noticed meeting of the Members pursuant to Article VIII of the Articles of Incorporation; and

further certify that the following Amended and Restated Bylaws of Pine Lakes Estates Homeowners' Association, Inc. ("Bylaws"), were approved by a majority of the Board of Directors and by at least three-fourths of the Members present in person or by proxy at a duly noticed meeting of the Members pursuant to Article IX of the Bylaws.

[Signatures on following page.]

IT WITNESS WHEREOF, the undersigned have executed this Certificate of Recordation on the 28th of February, 2024.

Witnesses

[Signature]
Printed: ROBERT H. GODEK

Address: 10200 Pine Lakes Boulevard,
North Fort Myers, FL 33903

[Signature]
Printed: WENDY L. SANITI
Address: 10200 Pine Lakes Boulevard,
North Fort Myers, FL 33903

Pine Lakes Estates Homeowners' Association,
Inc.

[Signature]
By: Richard Loubier
Its: President

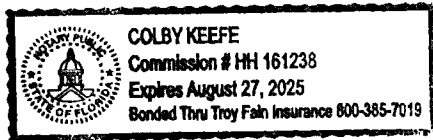
Address: 10200 Pine Lakes Boulevard,
North Fort Myers, FL 33903

[Signature]
By: Cynthia Ahrens
Its: Secretary
Address: 10200 Pine Lakes Boulevard,
North Fort Myers, FL 33903

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before by means of physical presence or online notarization on this 28 day of February, 2024, by Richard Loubier as President and Cynthia Ahrens as Secretary of Pine Lakes Estates Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Personally known



[Signature]
Notary Public, State of Florida
At Large
My commission expires: _____
(Notary Seal)

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PINE LAKES ESTATES HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PINE LAKES ESTATES HOMEOWNERS' ASSOCIATION, INC. is made and adopted on the date hereinafter set forth by Pine Lakes Estates Homeowners' Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Association."

[Substantial rewording. See governing documents for current text.]

**ARTICLE 1
DEFINITIONS**

1.1 "Association" shall mean and refer to PINE LAKES ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns (sometimes referred to herein as "PLEHOA").

1.2 "Board" shall mean the Board of Directors of the Association.

1.3 "Community Owner" shall refer to MHC Pine Lakes Country Club, LLC; MHC Operating Limited Partnership; their affiliates; and any other entity which owns real property in or adjacent to the community for which the beneficial owner or operator is Equity Lifestyle Properties, Inc. ("ELS") or their subsidiaries.

1.4 "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pine Lakes Estates Homeowners' Association, Inc., as amended from time to time.

1.5 "Dwelling Unit", "Unit" and "Home" shall be used interchangeably and shall mean a residential dwelling unit intended for residential use that is placed or constructed on the properties.

1.6 "Family" or "Single Family" shall refer to a natural person or two or more natural persons who commonly reside together as a single housekeeping and economic unit.

1.7 "Governing Documents" shall mean and includes this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations of the Association, and all exhibits and amendments to each of the foregoing.

1.8 "Guest" shall mean any person who is not the Owner or a lessee of a home or a member of the Owner's or lessee's family, who occupies a home on a temporary basis at the invitation of the owner or other legally permitted occupant, while said Owner or legally permitted occupant is present, without the payment of consideration.

1.9 "Lease" shall mean the grant by a residential Owner of a temporary right of use of the Owner's home in the absence of the owner, with or without valuable consideration.

1.10 "Lot" shall mean land and homes located within the real property depicted and numbered on plats and surveys of the divisions of Pine Lakes Country Club described above as recorded in the Public Records of Lee County, Florida.

1.11 "Maintenance" shall mean routine upkeep or preservation.

1.12 "Member" shall mean every person or entity holding membership in the Association.

1.13 "Occupant" shall mean a person who occupies a Dwelling Unit.

1.14 "Occupy" shall mean the act of staying at a Dwelling Unit overnight.

1.15 "Owner", "Lot Owner", and "Homeowner" shall be used interchangeably and shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to both a lot and Home within the real property depicted and numbered on plats and surveys of the divisions of Pine Lakes Country Club, but excluding those that have such interest merely a security for the performance of an obligation.

1.16 "Plat" shall mean PINE LAKES COUNTY CLUB, PHASE I, according to the plat thereof recorded in Plat Book 38 page 42 through page 45, and any subsequent Plat or Phases.

1.17 "Primary Occupant" shall mean one (1) natural person who is so designated when a Lot/Home is owned by more than one (1) natural person or by a husband and wife, and who will be treated as the sole owner.

1.18 "Properties" shall mean and refer to the Lots as depicted on the Plat(s) of the community which are subject to this Declaration, but shall not include those lots on which fee simple title to the Dwelling Unit and the real property have subsequently been severed and are owned by separate persons or entities.

1.19 "Replacement" shall mean to place again, restore to a former or better condition after destruction.

1.20 "Repair" shall mean to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation, or partial destruction.

1.21 "Voting Interests" shall mean the voting rights distributed to the Association members.

ARTICLE 2 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Every person or entity who is a recorded fee simple Owner of both a home and Lot at all times so long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such Membership shall be appurtenant to, and may not be separated from ownership of interest only as security for the performance of an obligation shall not be a member, any lot which is subject to assessment.

2.2 Voting Rights. An owner shall be entitled to one (1) vote for each lot owned. The Association may suspend the voting rights of a parcel or member for the nonpayment of any fee, fine, or other monetary obligation due to the association that is more than 90 days delinquent.

2.3 Acts of the Association. Unless an action requires the approval or affirmative vote of the Voting Interests 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 Association may be given or taken by its Board of Directors, without a vote of the Lot owners. The Officers and Directors of the Association have a fiduciary relationship to the Lot owners. A Lot owner does not have the authority to act for or bind the Association by reason of being a Lot owner.

2.4 Maximum Number of Lots. No person or entity shall own or control more than two (2) lots. These provisions shall apply to the person or entities, their assigns or affiliates, subsidiaries

or divisions. In order to protect and maintain property values, current lifestyle, and to enforce the Declaration of Covenants, Bylaws and Articles of Incorporation, no person shall sell their home or lot or otherwise transfer title without obtaining the written consent of the Homeowners' Association, which shall not be unreasonably withheld. Leases must be for the entire Dwelling Unit, and cannot be for a duration of less than 6 months. No Dwelling Unit may be leased more than three times in a calendar year. All renters of an Estate property must register at the Pine Lakes Office, pay for a background check, and sign any required paperwork.

2.5 The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Owners. Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request.

ARTICLE 3 COVENANTS FOR ASSESSMENT

3.1 Owners of all Lots (by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association assessments or charges hereinafter provided. No Owner may waive or otherwise escape liability for the assessments provided herein.

3.2 The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health safety and welfare of the residents in the Properties, and shall have a priority over any liens, mortgages or any other security interest executed after the recording of this Declaration of Covenants, Conditions and Restrictions, including but not limited to the following:

(a) Costs, including attorney fees incurred by the Association in the enforcement of the provisions of this Declaration;

(b) Insurance insuring the Association, its Officers, directors and members in such type and amounts as determined by the Directors;

(c) Management contractual obligations such as lawn maintenance, security gate, garbage, recyclables and environmental waste pickup and use of the Pine Lakes Country Club facilities evidenced by a Management Agreement between Community Owner and the Association dated May 7, 2002, or successive agreements.

3.3 All regular and special assessments shall be at a uniform rate determined by the Board of Directors through negotiations with ELS/MHC Operating Limited Partnership of Illinois.

3.4 The assessments for which provision is herein made shall commence on the first day of the month, or as fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months

remaining in the calendar year. The due date of any assessment and any such assessment shall be payable in semi-annual installments.

3.5 The Board of Directors of the Association shall set the date of commencement and the amount of the assessments against each Lot, at least thirty (30) days in advance of such date and shall at the same time prepare a roster of the Lots and assessments applicable thereto, shall at the same time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association, shall, on demand, furnish to an Owner liable for said assessment a certificate in writing signed by an officer of the association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3.6 If any assessment is not paid when due, such assessment shall then become delinquent and shall, together with interest thereon, and the cost of collection thereof be a continuing obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within fifteen (15) days after the due date, which shall be set by the Board, the assessment shall bear interest from the due date at eighteen (18 %) percent simple interest, and the Association may, at any time thereafter seek legal counsel and record a Claim of Lien in the Public Records of Lee County, Florida, which shall become a lien against the Property of the Owner(s) of the date of recordation. The Association may bring a suit on the obligation against the Property of the Owner, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with costs of the action.

3.7 The assessment for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage, including a bank, life insurance company, federal or state saving and loan association, real estate investment trust, mortgage banker or institutional mortgager of any kind. Such subordination shall apply only to the assessments, which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure shall not relieve any owner from liability for any assessments thereafter becoming due.

ARTICLE 4 MAINTENANCE

4.1 Home Maintenance and Remedy for Non-Compliance. Maintenance of the Home's exterior and landscaping (except lawn mowing) shall be the responsibility of the Owner. Every home must be power washed at least one (1) time per year. The home must be maintained in a manner consistent with other homes in the community.

4.2 Enforcement of Maintenance. In the event an owner fails to maintain his home site acceptable to community management, PLEHOA shall have the right to assign the corrective work to contractors to correct non-compliance if, after providing at least fourteen (14) days' notice of its intention to do so to the Owner's last known mailing address, the violation has not been cured.

The cost incurred in providing labor to correct the non-compliance will be submitted to the homeowner for payment within thirty (30) days and shall be levied as an assessment against the Lot. The Association may also levy fines against the Lot. A fine of \$1,000.00 or more may become a lien against the Lot. In the event the homeowner fails to pay the amounts set forth herein, the Association may record a lien on the property in favor of PLEHOA. The lien shall be of equal dignity to the lien for assessment created by this Declaration and may be foreclosed upon in the same manner as a mortgage.

In addition to the foregoing, the Association shall have the right to institute legal proceedings to enforce compliance. The Association shall be entitled to recover its attorneys' fees incurred in enforcing the provisions of this section, whether or not a lawsuit is filed.

4.3 Negligence: Damage Caused by Condition in Lot. Each Lot owner shall be liable for the expenses of any maintenance, repair, other 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 tenants.

ARTICLE 5
ARCHITECTURAL AND ENVIRONMENTAL CONTROL TO PRESERVE THE
BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD

5.1 No improvement, addition or deletion or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, drain, disposal system, or other improvement or landscaping shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design, natural environment, and location in relating to surrounding structures and topography, landscaping and ground cover.

5.2 The architectural and environmental review and control functions of the Association shall be administered and performed by the Architectural Review Committee (the ARC), which shall consist of at least (3) members, who need not be members of the Board of Directors. The Board of Directors of the Association shall appoint all of the members of the ARC and members of the ARC shall serve at the pleasure of the Board of Directors. 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.

5.3 The ARC shall have the following powers and duties:

(a) To require submission to the ARC of complete sets of all plans and specification for any improvement or structure of any building, wall, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, plant material or ground cover or other improvement, the construction or placement of which is proposed upon any Lot in the Properties. The ARC may also require submission of samples of building or plant materials proposed for use of any Lot, and may require such additional information as may be reasonably

necessary for the Board to completely evaluate the proposed structure, improvement or landscaping in accordance with this Declaration.

(b) To approve or disapprove any improvement or landscaping, plant material or structure of any kind, including without limitation, any building, wall, screen enclosure, drain, or disposal system, or other improvement or changes or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Properties, and which is visible from the outside of the dwelling unit. All decisions of the ARC shall be submitted in writing to the Board of Directors of the 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 Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon the reviewing of any such decision shall in all events be dispositive.

(c) The ARC shall notify an owner, in writing, of its approval or disapproval of plans, specifications and other required matters within thirty (30) days of receipt by the ARC. Notification by the ARC shall be deemed furnished as of the date that such is mailed to the owner's address furnished to the ARC. The same notification procedure shall be followed as to changes, modification or requests for reconsideration that are submitted to the ARC. No proposal to the ARC shall be unreasonable denied.

5.4 The ARC shall, in its processing of plans in accordance with this Article V, require compliance with the following criteria:

(a) No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing not less than 750 square feet of livable enclosed floor area, exclusive of garages, terraces, decks or porches.

(b) All homes must contain as a minimum, a one-car enclosed garage or carport plus an additional off-street parking area to accommodate not less than one (1) automobile or passenger vehicle.

(c) All building must be constructed of new durable materials pursuant to County codes.

(d) The **highest** point of the roof line shall not exceed fourteen (14) feet above the first-floor finished level. The ARC may, at its discretion, allow this height limitation to be exceeded in the case of building elements such as chimneys, flues, vents, and weather vanes and other elements not involving the roof line itself. The purpose of such height restrictions is to preserve views and aesthetics for the overall benefit of the Properties.

(e) Roof materials shall be of fiberglass shingles or metal of a color compatible with exterior color of the home. Flat or shed roof shall not be permitted unless approved by the ARC in such areas as Florida rooms, porches or patios. There shall be no flat roofs over the entire main area of a building, however, the ARC shall have the discretion to approve such flat roofs on parts of the main area of a building. Solar collectors are permitted.

(f) The exterior of all homes shall be of vinyl, stone, brick, stucco over cement block and/or other materials, if approved by the ARC.

(g) House Color/Exterior Construction: The ARC shall have final approval of all exterior changes to a residence, including the house color and the installation of storm shutters. An owner shall submit to the ARC detailed plans for approval, and in the case of changing a color, a color sample, showing the planned color of all exterior surfaces. The ARC shall determine whether the color is consistent with the homes in the surrounding area and provide their decision.

(h) All dwellings shall have a driveway of stable and permanent construction approved by the ARC.

(i) Basketball backboards and any other fixed games and play structures shall not be allowed. No platform, doghouse, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot.

(j) The composition, location and height of any garden patio wall to be constructed on any Lot shall be subject to approval by the ARC. The ARC shall require the composition of any garden or patio wall to be consistent with the material of the surrounding homes, if any. No such wall shall be constructed to a height greater than six (6) feet above the grade level, except for minor architectural projections such as for posts and the like. No chain link fencing or total perimeter fencing are allowed.

(k) All swimming pools, spas and hot tubs shall:

(1) Be constructed of a material thoroughly tested and accepted by industry for such construction and certified as acceptable by a qualified swimming pool engineer.

(2) All pool screening shall be constructed so as not to be visible from the street in front of the dwelling unless approved by the ARC.

(3) Lighting of a pool or other recreational area shall be designed so as to buffer the surrounding residences from lighting.

(l) No fill may be placed or shall any excavation work be commenced on any Lot in the Properties until the ARC has approved the site plan work.

(m) No window or wall air-conditioning units shall be permitted unless approved by the ARC.

(n) No mailbox or paper box or other receptacle of any kind for use of delivery of mail, newspapers, magazines or similar materials shall be erected on any Lot unless and until the size, location, design and type of material for said box or receptacle has been approved by the ARC.

(o) No wall, hedge or shrub planting which obstructs site line between two (2) feet and six (6) feet above the roadway shall be placed or permitted to any corner Lot.

(p) All residences shall have an exterior post mounted light on a photocell in working order, with the last name of the Owner and the lot number displayed.

(q) Connections for all utilities, including but not limited to water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such a manner to be acceptable to the governing utility.

(r) The building setback requirements shall be those imposed by Lee County, except for the following:

(1) No structural improvement, excluding mailboxes, exterior lighting, garden walls, walkways or driveways approved by the ARC, will be placed forward of the front setback line established by Lee County.

(s) No above-ground storage tanks shall be allowed under any circumstances on any Lot unless approved by the ARC.

(t) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot. Total rock, cement or gravel yards is prohibited. Rock material may be used in connection with a resident's general landscaping plan subject to the approval of the ARC and the PLEHOA Board. Lawn ornaments are expected to be limited and in good taste. In the event a neighborhood dispute arises regarding the use of ornaments by any resident, such dispute will be submitted to the Board of Directors, which shall render their decision in writing.

ARTICLE 6 USE RESTRICTIONS

6.1 The property subject to these covenants and restrictions may be used for single residential living units. No owner may engage in any type of commercial business without the written approval of ARC and subject to adherence with all provisions of this Declaration. No building or other improvement shall be erected upon any Lot without the written, prior ARC approval thereof as well as ELS/MHC where herein provided. No Lot shall be divided, subdivision, partitioned, or reduced in size, without the written approval of the Association.

6.2 No tents, trailers, vans, shacks, tanks, or temporary accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Association. No boats, trailers, recreational vehicles (those with sleeping and cooking facilities) shall be placed, parked or stored in any driveway or Lot, other than for temporary cleaning or loading not to exceed forty-eight (48) hours.

6.3 The Association shall have the right and authority to approve the location of any proposed satellite dish or television antenna allowed herein. The Association shall have the right and authority, in its sole discretion and from time to time, promulgate rules and regulations concerning the location of safety restrictions pertaining to the installation of television antennas or satellite dishes allowed herein.

6.4 A flagpole up to 18' high may be installed to display the American Flag only. Residents will be expected to observe government regulations regarding the proper display of the American Flag in an outside environment.

6.5 No boats, recreational vehicles or other motor vehicles, except four-wheel vehicles or motorcycles shall be placed, parked or stored upon any lot, driveway, garage or carport, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any lot other than temporary cleaning, for a period of not more than forty-eight (48) hours. Bicycles, golf carts, motorcycles, tools and lawn equipment shall be stored in a garage or concealed by means of a screening wall approved by the ARC. Barbecues may be stored outside. Parking on the grass is not allowed by residents. Guests may park on the grass for a period of not more than forty-eight (48) hours. Parking on the street is allowed for twenty-four (24) hours.

6.6 The Association may determine the specific location where a drying or hanging area for laundry of any kind may be constructed on a Lot.

6.7 Dogs or cats may be kept on lots subject to rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. No animals shall be allowed to run loose at any time. For example, residents may have up to two (2) pets, two dogs, or two cats, or one dog and one cat per house. No pets that historically have been bred for guard or attack purposes are allowed and pets must be leashed at all times.

Visitors are allowed to bring a pet into Pine Lakes Estates providing the pet is not allowed to have excretions on any area other than the home site of the resident being visited or the perimeter common areas designated for such purposes. In all instances, the Homeowner where the visitor is staying is responsible for the clean-up of any pet excretions. No pets are allowed in the recreational areas at any time.

Rubbish, trash, garbage or other waste materials shall be kept in suitable sanitary containers which shall be contained within buildings, except for a reasonable period for refuse pickup, the night before or the morning of the day of refuse pickup.

6.8 Service Animal:

(a) "Service Animal" means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. A service animal is not a pet. For purposes of

subsections (2) and (3), the term "service animal" is limited to a dog or miniature horse. The crime-deterrent effect of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of this definition.

(b) Pine Lakes Homeowners' Association, Inc. has areas that are considered public access and recognizes that an individual with a disability is entitled to full and equal accommodations, advantages, facilities, and privileges in all public accommodations. The current law requires a public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability. This section does not require any person, firm, business, or corporation, or any agent thereof, to modify or provide any vehicle, premises, facility, or service to a higher degree of accommodation than is required for a person not so disabled.

(c) Further, an individual with a disability has the right to be accompanied by a service animal in all areas of a public accommodation that the public or customers are normally permitted to occupy.

(1) The service animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

(2) The Association may ask if an animal is a service animal required because of a disability and what work or tasks the animal has been trained to perform.

(3) An individual with a disability is liable for damage caused by a service animal if it is the regular policy and practice of the public accommodation to charge nondisabled persons for damages caused by their pets.

(4) The care or supervision of a service animal is the responsibility of the individual owner. The Association is not required to provide care or food or a special location for the service animal or assistance with removing animal excrement.

(5) The Association may exclude or remove any animal from the premises, including a service animal, if the animal is out of control and the animal's handler does not take effective action to control it, the animal is not housebroken, or the animal's behavior poses a direct threat to the health and safety of others. Allergies and fear of animals are not valid reasons for denying access or refusing service to an individual with a service animal. If a service animal is excluded or removed for being a direct threat to others, the Association must provide the individual with a disability the option of continuing access to the public accommodation without having the service animal on the premises.

(d) Requests for an emotional support animal ("ESA") will be assessed on a case by case basis. If the disability for which the person requesting an emotional support animal is not obvious, the Association may require documentation from a licensed physician or mental health provider, including without limitation, a qualified psychiatrist, social worker, or other

mental health professional, who must provide sufficient information for the Association to determine:

- (1) The provider's diagnosis of the person's disability
- (2) The provider's opinion that the condition affects a major life activity
- (3) The provider's opinion that the emotional support animal has been prescribed for treatment purposes and is necessary to help alleviate symptoms associated with the person's condition.

Upon receipt of any requested information, the Association shall have a reasonable period of time in which to review the request and determine if it provides sufficient detail for the Association to determine whether the accommodation should be granted. Should the Association determine that further information is necessary, it shall advise the party requesting the accommodation and the documentation required for the Association to further evaluate the request. A request may be denied, or an emotional support animal be required to be removed even if initially approved, if (1) the emotional support animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the emotional support animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. An emotional support animal may be removed if it constitutes a nuisance, being defined as an offending activity that is offensive to a reasonable person.

6.9 Nuisance Rules: No garage, patio, or rummage sales are permitted on any Owner's home. In the event of a dispute or question, to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

6.10 In keeping with the intent to develop a stable residential community no Owner shall be permitted to rent or lease out a portion of any residence located in the Properties for less than a one month time period. Additionally any renters must go through a background check prior to leasing a home within the Association.

6.11 An owner must obtain written Association approval to lease, sell, give, loan or dispose of a residence or any interest therein in any manner. If an owner acquires his/her title by devise, inheritance or any other manner, that person shall have no right to occupy or use the unit before obtaining written Association approval.

6.12 No sign of any kind shall be displayed to public view except one sign of not more than one (1) square foot to indicate the name of the residence or a sign of not more than five (5) square feet advertising the property for sale or rent, or any sign used by a builder to advertise the company during a construction period.

6.13 All windows, porches, screen enclosures, and exteriors of all dwellings and other structures on any Lot shall, at all time, be maintained in a neat and orderly manner. The exterior of all dwellings and other structures must be completed within six (6) months after construction

has commenced, except where such completion would result in a great hardship to the Owner due to strikes, fires or natural calamities.

6.14 **Underground Water Wells:** Underground water wells are allowed, but subject to state and county regulations.

6.15 In accordance with the Fair Housing Amendments Act of 1988, as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, as well as amended from time to time, at least one person fifty-five (55) years of age or older must be the permanent occupant of each unit while any other person occupies said unit. The Board of Directors shall have the authority to establish additional regulations, if necessary, to define "permanent occupancy." It is the intention of this provision that the individuals who customarily reside in the unit as their primary or seasonal residence will be "permanent occupant." Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and or age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older. Guests under the age of eighteen (18) shall be allowed to occupy a unit on a temporary basis, not to exceed ninety (90) days in any twelve (12) month period, as long as at least one permanent occupant over the age of fifty-five (55) is residing in the unit along with the guest. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exception shall not be permitted in situations where granting a hardship exception will result in violating applicable fair housing law standards. The Board of Directors may establish additional policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times.

6.16 The Board of Directors through adopting a resolution may establish an advance candidate filing period prior to an annual meeting in which an election will occur. Through resolution the Board of Directors may restrict the nomination process so that no nominations will be accepted from the floor at the annual meeting. If the advance candidate filing period is created a candidate would be required to submit their nomination within a specific time frame, stated in the resolution, prior to the annual meeting.

6.17 The Community Owner has promulgated Rules and Regulations concerning the use of all PINE LAKES COUNTRY CLUB facilities and amenities, and Owners agree to abide by such Rules and Regulations, except any rule that may be in conflict with the enclosed covenants as they now exist and as amended by the Association from time to time.

ARTICLE 7 AMENDMENTS

7.1 This Amended and Restated Declaration may be further amended from time to time by the affirmative vote of a majority of the Voting Interests of the Association, provided no such amendment affects or interferes with vested property rights previously acquired by a First Mortgagee.

7.2 In addition to any other right of amendment provided for in this Declaration, the Pine Lakes Estates Homeowners' Association, Inc. may in its sole discretion, by an amendment filed, of record, modify, change, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, provided any amendment which would affect the surface water management system must have the prior approval of the South Florida Water Management District.

ARTICLE 8 MISCELLANEOUS

8.1 Any notices required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

8.2 Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.3 Whenever the singular shall include the plural and the singular, the use of any gender shall include all genders.

8.4 This Declaration and amendments thereto shall become effective upon its recordation in the Public Records of Lee County, Florida.

8.5 Notwithstanding any of the foregoing to the contrary, it is understood that these Covenants and Restrictions are subordinate to and will be subordinate without the necessity of any other instrument to an easement or easements given or to be given to private, public or quasi-public utilities for the installation and maintenance of service lines.

EXHIBIT A-1

Phase I
Legal Description

DESCRIPTION
PINE LAKES COUNTRY CLUB
PHASE I
SECTIONS 8 AND 9, T. 43 S., R. 24 E.,
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 8 AND 9, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 9 AND THE FORMER WESTERLY RIGHT-OF-WAY LINE (100 FEET FROM THE CENTERLINE) OF STATE ROAD 45 RUN S 25° 53' 00" E ALONG SAID FORMER RIGHT-OF-WAY LINE FOR 1,000.00 FEET; THENCE RUN S 64° 02' 00" W, PERPENDICULAR WITH SAID FORMER RIGHT-OF-WAY LINE, FOR 61.60 FEET TO A POINT ON THE NEW RIGHT-OF-WAY LINE AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORD BOOK 1001 AT PAGE 781, LEE COUNTY RECORDS; THENCE RUN S 25° 30' 05" E ALONG SAID NEW RIGHT-OF-WAY LINE FOR 14.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE S 25° 30' 05" E ALONG SAID RIGHT-OF-WAY LINE FOR 100.00 FEET; THENCE RUN S 64° 29' 55" W FOR 156.77 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 750.00 FEET (DELTA 05° 23' 46") (CHORD BEARING S 61° 48' 02" W) FOR 70.64 FEET; THENCE RUN S 64° 02' 00" W FOR 250.00 FEET; THENCE RUN N 30° 53' 51" W FOR 20.00 FEET; THENCE RUN S 59° 06' 09" W FOR 217.85 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 325 FEET (DELTA 23° 44' 10") (CHORD BEARING S 70° 58' 14" W) FOR 341.78 FEET TO A POINT OF TANGENCY; THENCE RUN S 52° 50' 19" W FOR 41.19 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 40 FEET (DELTA 103° 35' 43") (CHORD BEARING S 31° 02' 27" W) FOR 72.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 400.00 FEET (DELTA 20° 55' 25") (CHORD BEARING S 10° 17' 06" E) FOR 170.45 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE RUN S 00° 11' 10" W ALONG SAID SECTION LINE FOR 659.69 FEET; THENCE RUN N 69° 48' 50" W FOR 150.00 FEET; THENCE RUN N 00° 11' 10" E FOR 355.00 FEET; THENCE RUN N 89° 48' 50" W FOR 145.00 FEET; THENCE RUN N 49° 39' 18" W FOR 104.57 FEET; THENCE RUN N 00° 11' 10" E FOR 102.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 131.00 FEET (DELTA 30° 06' 00") (CHORD BEARING N 30° 12' 49" W) (CHORD 99.19 FEET) FOR 100.34 FEET TO A POINT OF TANGENCY; THENCE RUN N 17° 13' 55" W FOR 202.59 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 1170.00 FEET (DELTA 10° 06' 04") (CHORD BEARING S 57° 43' 04" W) (CHORD 202.00 FEET) FOR 206.27 FEET; THENCE RUN S 22° 09' 45" E FOR 206.99 FEET; THENCE RUN SOUTHEASTERLY, SOUTHERLY, SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 191.00 FEET (DELTA 180° 36' 00") (CHORD BEARING S 65° 29' 11" W) (CHORD - 181.99 FEET) FOR 602.04 FEET; THENCE RUN N 75° 10' 31" W FOR 150.00 FEET; THENCE RUN N 30° 18' 36" W FOR 60.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 620.00 FEET (DELTA 13° 48' 54") (CHORD BEARING N 52° 45' 57" E) (CHORD = 181.16 FEET) FOR 161.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 1230.00 FEET (DELTA 36° 57' 48") (CHORD BEARING N 64° 21' 24" E) (CHORD = 779.82 FEET) FOR 793.51 FEET; THENCE RUN N 82° 50' 19" E FOR 329.26 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 768.00 FEET (DELTA 23° 44' 10") (CHORD BEARING N 70° 58' 14" E) (CHORD = 314.66 FEET) FOR 315.92 FEET TO A POINT OF TANGENCY; THENCE RUN N 59° 06' 09" E FOR 217.85 FEET; THENCE RUN N 30° 53' 51" W FOR 20.00 FEET; THENCE RUN N 59° 06' 09" E FOR 250.00 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 850.00 FEET (DELTA 05° 23' 46" E) (CHORD BEARING N 61° 48' 02" E) FOR 80.65 FEET TO A POINT OF TANGENCY; THENCE RUN N 64° 29' 55" E FOR 156.77 FEET TO THE POINT OF BEGINNING, CONTAINING 12.50 ACRES MORE OR LESS.

EXHIBIT A-2

Phase II
Legal Description

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF PINE LAKES BOULEVARD (60 FEET WIDE) AND CIRCLE PINE ROAD (50 FEET WIDE), PINE LAKES COUNTRY CLUB PHASE I AS SHOWN ON SHEET 3 OF PLAT RECORDED IN PLAT BOOK 38 BEGINNING AT PAGE 42, LEE COUNTY RECORDS RUN NORTHWESTERLY ALONG SAID CENTERLINE OF CIRCLE PINE ROAD ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 455 FEET (CHORD BEARING N 32° 21' 01" W (CHORD 3.13 FEET) (DELTA 00° 23' 39") FOR 3.13 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID CENTERLINE N 32° 32' 50" W FOR 30.07 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN S 82° 50' 19" W ALONG THE NORTHWESTERLY LINE OF SAID PINE LAKES BOULEVARD FOR 180.90 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 1230.00 FEET (CHORD BEARING S 64° 21' 24" W) (CHORD 779.82 FEET) (DELTA 36° 57' 48") FOR 793.51 FEET TO A POINT OF REVERSE CURVATURE AND ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 670.00 FEET (CHORD BEARING S 46° 46' 23" W) (CHORD 21.00 FEET) (DELTA 01° 47' 45") FOR 21.00 FEET; THENCE RUN N 31° 24' 47" W FOR 105.25 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 1333.00 FEET (CHORD BEARING N 52° 14' 03" E) (CHORD 290.99 FEET) (DELTA 12° 31' 57") FOR 291.57 FEET; THENCE RUN N 31° 39' 06" E FOR 77.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 1369.68 FEET (CHORD BEARING N 64° 16' 37" E) (CHORD 138.04 FEET) (DELTA 05° 46' 36") FOR 138.10 FEET. THENCE RUN WESTERLY, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 191.25 FEET (CHORD BEARING N 26° 40' 28" W) (CHORD 380.49 FEET) (DELTA 168° 15' 15") FOR 561.62 FEET; THENCE RUN N 10° 03' 05" W FOR 52.36 FEET; THENCE RUN NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 191.00 FEET (CHORD BEARING N 64° 49' 40" E) (CHORD 378.84 FEET) (DELTA 165° 15' 00") FOR 550.87 FEET TO A POINT OF TANGENCY; THENCE RUN S 32° 32' 50" E FOR 143.50 FEET; THENCE RUN S 72° 15' 38" E FOR 78.25 FEET; THENCE RUN S 32° 32' 50" E FOR 477.48 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTH-EASTERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 40.00 FEET (CHORD BEARING S 64° 51' 16" E) (CHORD 42.76 FEET) (DELTA 64° 36' 51") FOR 45.11 FEET TO A POINT OF TANGENCY ON SAID NORTHWESTERLY LINE OF PINE LAKES BOULEVARD; THENCE RUN S 82° 50' 19" W ALONG SAID LINE FOR 52.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.12 ACRES MORE OR LESS.

Phase III
Legal Description

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF PINE LAKES BOULEVARD (60 FEET WIDE) AND CIRCLE PINE ROAD (50 FEET WIDE), PINE LAKES COUNTRY CLUB PHASE I AS SHOWN ON SHEET 3 OF PLAT RECORDED IN PLAT BOOK 38 BEGINNING AT PAGE 42, LEE COUNTY RECORDS RUN NORTHWESTERLY ALONG SAID CENTERLINE OF CIRCLE PINE ROAD ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 400.00 FEET (CHORD BEARING N 32° 21' 01" W) (CHORD 3.13 FEET) (DELTA 00° 23' 39") FOR 3.13 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID CENTERLINE N 32° 32' 50" W FOR 551.00 FEET TO AN INTERSECTION WITH A NORTHEASTERLY LINE OF PINE LAKES COUNTRY CLUB, PHASE II AS SHOWN ON SHEET 2 OF PLAT RECORDED IN PLAT BOOK 39 BEGINNING AT PAGE 55, LEE COUNTY RECORDS; THENCE RUN S 72° 15' 36" E ALONG SAID NORTHEASTERLY LINE FOR 39.43 FEET TO A PERMANENT REFERENCE MONUMENT (P.R.M.) ON A POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE AND THE NORTHEASTERLY LINE OF SAID CIRCLE PINE ROAD AND THE POINT OF BEGINNING.
FROM SAID POINT OF BEGINNING RUN N 72° 15' 36" W ALONG SAID NORTHEASTERLY LINE OF SAID PINE LAKES COUNTRY CLUB, PHASE II FOR 78.25 FEET TO A PERMANENT REFERENCE MONUMENT (P.R.M.) MARKING A POINT OF INTERSECTION ON SAID BOUNDARY; THENCE RUN N 32° 32' 50" W FOR 163.50 FEET, PASSING THROUGH A PERMANENT REFERENCE MONUMENT (P.R.M.) MARKING A NORTHEASTERLY BOUNDARY OF SAID PHASE II AT 143.50 FEET ALONG SAID LINE; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 191.00 FEET (DELTA 52° 19' 00") (CHORD BEARING N 61° 12' 20" W) (CHORD 183.29 FEET) FOR 191.00 FEET TO A POINT OF TANGENCY; THENCE RUN THE FOLLOWING COURSES: N 89° 51' 50" W FOR 521.41 FEET; SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 19° 34' 02") (CHORD BEARING S 80° 16' 36" W) (CHORD 84.04 FEET) FOR 65.16 FEET TO A POINT OF REVERSE CURVATURE; NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 375.00 FEET (DELTA 39° 16' 04") (CHORD BEARING N 69° 51' 50" W) (CHORD 252.21 FEET) FOR 252.22 FEET TO A POINT OF REVERSE CURVATURE; NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 19° 39' 02") (CHORD BEARING N 80° 02' 20" W) (CHORD 84.04 FEET) FOR 65.16 FEET TO A POINT OF TANGENCY AND N 89° 51' 50" W FOR 505.78 FEET; THENCE RUN THE FOLLOWING COURSES: S 00° 12' 12" W FOR 100.00 FEET, N 89° 47' 48" W FOR 42.53 FEET TO A POINT ON A CURVE OF RADIUS 190.00 FEET; THENCE RUN SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 103° 25' 19") (CHORD BEARING S 23° 44' 03" W) (CHORD 298.29 FEET) FOR 343.01 FEET TO A POINT ON AN ARC OF A CURVE OF RADIUS 190.00 FEET; THENCE RUN SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 335.00 FEET (DELTA 56° 00' 27") (CHORD BEARING S 02° 14' 20" E) (CHORD 314.56 FEET) FOR 327.47 FEET TO A POINT ON A CURVE OF RADIUS 190.00 FEET; THENCE RUN

THENCE RUN S 77° 59' 19" E FOR 24.68 FEET TO A POINT ON A CURVE OF RADIUS 190.00 FEET, NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 43° 18' 30") (CHORD BEARING N 56° 00' 51" E) (CHORD 140.28 FEET) FOR 143.02 FEET; S 72° 39' 54" E FOR 193.05 FEET TO A POINT ON CURVE OF RADIUS 190.00 FEET; SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 122° 00' 00") (CHORD BEARING S 19° 56' 06" W) (CHORD 332.57 FEET) FOR 405.01 FEET; S 33° 36' 07" W FOR 100.28 FEET TO A POINT ON A CURVE OF RADIUS 190.00 FEET; SOUTHEASTERLY, SOUTHERLY, WESTERLY AND NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 183° 12' 00") (CHORD BEARING S 77° 48' 06" W) (CHORD 379.85 FEET) FOR 607.51 FEET; N 79° 01' 06" W FOR 25.12 FEET TO A POINT ON A CURVE OF RADIUS 190.00 FEET; SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 179° 09' 51") (CHORD BEARING N 55° 51' 10" W) (CHORD 379.99 FEET) FOR 594.13 FEET; N 28° 25' 45" E FOR 239.59 FEET TO A POINT ON A CURVE OF RADIUS 297.50 FEET AND NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 927.50 FEET (DELTA 42° 51' 38") (CHORD BEARING N 30° 52' 17" E) (CHORD 477.39 FEET) FOR 222.54 FEET TO A POINT OF CURVE WITH A CURVE OF RADIUS 190.00 FEET; THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 171° 32' 54") (CHORD BEARING N 41° 50' 29" W) (CHORD 378.97 FEET) FOR 568.88 FEET; N 21° 06' 26" W FOR 31.49 FEET TO A POINT ON A CURVE OF RADIUS 190.00 FEET; NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 114° 54' 18") (CHORD BEARING N 28° 41' 45" W) (CHORD 320.32 FEET) FOR 381.04 FEET; N 85° 31' 02" W FOR 47.67 FEET AND N 00° 28' 55" E FOR 185.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF (N-1/2) OF SAID SECTION 8; THENCE RUN S 89° 31' 02" E ALONG SAID LINE FOR 675.86 FEET; S 89° 51' 51" E ALONG SAID LINE FOR 2109.80 FEET; THENCE RUN S 23° 56' 19" W FOR 54.38 FEET TO AN INTERSECTION WITH THE CURVED NORTHERLY LINE OF SAID CIRCLE PINE ROAD; THENCE RUN SOUTHEASTERLY ALONG SAID LINE ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 244.00 FEET (DELTA 33° 30' 51") (CHORD BEARING S 49° 48' 16" E) (CHORD 140.70 FEET) FOR 142.72 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG THE NORTHEASTERLY LINE OF SAID ROAD S 32° 32' 50" E FOR 229.19 FEET TO THE POINT OF BEGINNING CONTAINING 27.48 ACRES MORE OR LESS

EXHIBIT A-4

Phase IV
Legal Description

DESCRIPTION

PARCEL ONE

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 8 & 18, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 8 RUN N 00° 10' 00" E ALONG THE EAST LINE OF SAID SECTION FOR 2200.00 FEET TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1086 AT PAGE 797, LEE COUNTY RECORDS RUN S 88° 31' 00" W PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER (SW-1/4) OF SAID SECTION 8 ALONG THE NORTH LINE OF SAID PARCEL FOR 2349.30 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 2,200 FEET NORTH OF (AS MEASURED ON A LINE PARALLEL WITH THE EAST LINE OF SECTION 8) THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 8. SAID POINT BEING AT THE DIRECTIONAL CHANGE ON THE NORTH LINE OF SAID PARCEL, THENCE RUN N 88° 31' 33" W ALONG SAID PARALLEL LINE ALONG THE NORTH LINE OF SAID PARCEL FOR 1612.32 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, THENCE RUN S 00° 11' 10" W PARALLEL WITH THE EAST LINE OF SAID SECTION 8 ALONG THE WEST LINE OF SAID PARCEL FOR 2199.89 FEET TO THE SOUTH LINE OF SAID SECTION 8; THENCE RUN N 88° 31' 33" W ALONG SAID SOUTH LINE FOR 1032.12 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE RUN N 02° 28' 02" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 8 FOR 2689.76 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8; THENCE RUN N 02° 13' 44" E ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW-1/4) FOR 1979.63 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF (N-1/2) OF THE NORTH HALF (N-1/2) OF THE NORTH HALF (N-1/2) OF SAID SECTION 8; THENCE RUN S 89° 31' 02" E ALONG THE SOUTH LINE OF SAID FRACTION FOR 1663.77 FEET TO A WEST LINE OF SAID PINE LAKES COUNTRY CLUB PHASE III; THENCE RUN S 00° 28' 28" W ALONG SAID LINE FOR 185.00 FEET; THENCE RUN S 89° 31' 02" E ALONG A SOUTHERLY LINE OF SAID PLAT FOR 47.57 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHERLY AND SOUTHEASTERLY ALONG THE BOUNDARY OF SAID PLAT ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 114° 54' 18") (CHORD BEARING S 28° 41' 45" E) (CHORD 320.32 FEET) FOR 381.04 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 21° 05' 28" E ALONG SAID BOUNDARY FOR 31.49 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHERLY AND EASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 17° 32' 54") (CHORD BEARING S 4° 50' 29" E) (CHORD 378.92 FEET) FOR 568.88 FEET TO A POINT OF CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 297.50 FEET (DELTA 42° 51' 35") (CHORD BEARING S 30° 57' 17" W) (CHORD 217.39 FEET) FOR 222.54 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 28° 25' 46" W ALONG SAID BOUNDARY FOR 239.59 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHERLY AND EASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 175° 09' 51") (CHORD BEARING S 55° 51' 10" E) (CHORD 379.99 FEET) FOR 594.13 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 78° 01' 00" E ALONG SAID BOUNDARY FOR 26.12 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 183° 12' 00") (CHORD BEARING N 77° 48' 06" E) (CHORD 379.88 FEET) FOR 607.51 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN N 33° 36' 07" E ALONG SAID BOUNDARY FOR 100.28 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN NORTHEASTERLY AND NORTHERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 122° 08' 00") (CHORD BEARING N 19° 56' 06" E) (CHORD 332.57 FEET) FOR 405.01 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN N 71° 39' 54" W ALONG SAID BOUNDARY FOR 193.05 FEET TO A

POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 43° 18' 30") (CHORD BEARING S 56° 08' 51" W) (CHORD 140.22 FEET) FOR 143.52 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN N 77° 59' 19" W ALONG SAID BOUNDARY FOR 24.88 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 67° 27' 55") (CHORD BEARING N 44° 12' 11" W) (CHORD 211.02 FEET) FOR 223.72 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN NORTHERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 335.00 FEET (DELTA 56° 00' 27") (CHORD BEARING N 01° 14' 28" W) (CHORD 314.56 FEET) FOR 327.47 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN NORTHEASTERLY AND NORTHERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 190.00 FEET (DELTA 103° 26' 19") (CHORD BEARING N 23° 44' 03" E) (CHORD 298.29 FEET) FOR 343.01 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 89° 47' 48" E ALONG SAID BOUNDARY FOR 42.53 FEET; THENCE RUN N 00° 12' 12" E ALONG SAID BOUNDARY FOR 100.00 FEET; THENCE RUN S 89° 51' 51" E ALONG SAID BOUNDARY FOR 965.78 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 19° 39' 02") (CHORD BEARING S 80° 02' 20" E) (CHORD 64.84 FEET) FOR 55.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 375.00 FEET (DELTA 38° 18' 04") (CHORD BEARING S 89° 51' 51" E) (CHORD 252.21 FEET) FOR 257.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.00 FEET (DELTA 19° 39' 02") (CHORD BEARING N 80° 18' 36" E) (CHORD 64.84 FEET) FOR 65.16 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 51' 51" E ALONG SAID BOUNDARY FOR 521.41 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 191.00 FEET (DELTA 57° 19' 00") (CHORD BEARING S 61° 12' 20" E) (CHORD 193.20 FEET) FOR 191.07 FEET TO A POINT OF TANGENCY; THENCE RUN S 32° 32' 50" E ALONG SAID BOUNDARY FOR 20.00 FEET TO A POINT OF CURVE ON THE CURVED NORTHEASTERLY BOUNDARY OF SAID PINE LAKES COUNTRY CLUB PHASE II; THENCE RUN WESTERLY AND SOUTHERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 191.00 FEET (DELTA 155° 15' 00") (CHORD BEARING S 64° 43' 40" W) (CHORD 378.84 FEET) FOR 550.87 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 10° 03' 05" E ALONG SAID BOUNDARY FOR 52.36 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHERLY AND EASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 191.25 FEET (DELTA 188° 15' 15") (CHORD BEARING S 25° 40' 28" E) (CHORD 360.49 FEET) FOR 567.86 FEET TO A POINT OF CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 1369.68 FEET (DELTA 05° 45' 36") (CHORD BEARING S 64° 15' 38" W) (CHORD 138.04 FEET) FOR 138.10 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 31° 39' 05" W ALONG SAID BOUNDARY FOR 77.36 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 1333.00 FEET (DELTA 12° 31' 57") (CHORD BEARING S 52° 14' 03" W) (CHORD 290.99 FEET) FOR 291.57 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 31° 24' 47" E ALONG SAID BOUNDARY FOR 105.25 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHWESTERLY ALONG SAID BOUNDARY ON THE NORTHWESTERLY LINE OF SAID PINE LAKES COUNTRY CLUB PHASE I; THENCE RUN SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 670.00 FEET (DELTA 12° 01' 09") (CHORD BEARING S 53° 40' 50" W) (CHORD 140.29 FEET) FOR 140.55 FEET TO A POINT ON A NON-

TANGENT LINE; THENCE RUN S 30° 18' 36" E ALONG SAID BOUNDARY FOR 50.00 FEET; THENCE RUN S 75° 10' 33" E ALONG SAID BOUNDARY FOR 50.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN EASTERLY AND NORTHERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 191.00 FEET (DELTA 150° 36' 00") (CHORD BEARING N 66° 29' 11" E) (CHORD 301.99 FEET) FOR 602.04 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN N 28° 09' 45" W ALONG SAID BOUNDARY FOR 206.99 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN EASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 1170.00 FEET (DELTA 10° 06' 04") (CHORD BEARING N 67° 43' 04" E) (CHORD 206.00 FEET) FOR 206.27 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 17° 13' 55" E ALONG SAID BOUNDARY FOR 202.89 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHEASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 191.00 FEET (DELTA 30° 06' 00") (CHORD BEARING S 30° 12' 49" E) (CHORD 99.19 FEET) FOR 100.34 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN S 00° 11' 10" W ALONG SAID BOUNDARY FOR 102.89 FEET; THENCE RUN S 49° 39' 18" E ALONG SAID BOUNDARY FOR 104.67 FEET; THENCE RUN S 69° 48' 50" E ALONG SAID BOUNDARY FOR 145.00 FEET; THENCE RUN S 60° 11' 10" W ALONG SAID BOUNDARY FOR 355.00 FEET; THENCE RUN S 99° 48' 50" E ALONG SAID BOUNDARY FOR 150.00 FEET; THENCE RUN N 00° 11' 10" E ALONG SAID BOUNDARY FOR 559.89 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 480.00 FEET (DELTA 20° 56' 35") (CHORD BEARING N 10° 17' 06" W) (CHORD 174.48 FEET) FOR 175.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHERLY AND NORTHEASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 40.00 FEET (DELTA 102° 36' 43") (CHORD BEARING N 31° 02' 27" E) (CHORD 62.87 FEET) FOR 72.32 FEET TO A POINT OF TANGENCY; THENCE RUN N 82° 50' 19" E ALONG SAID BOUNDARY FOR 41.19 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 525.00 FEET (DELTA 23° 44' 10") (CHORD BEARING N 70° 58' 14" E) (CHORD 339.34 FEET) FOR 341.78 FEET TO A POINT OF TANGENCY; THENCE RUN N 59° 06' 09" E ALONG SAID BOUNDARY FOR 217.85 FEET; THENCE RUN S 30° 53' 51" E ALONG SAID BOUNDARY FOR 20.00 FEET; THENCE RUN N 59° 06' 09" E ALONG SAID BOUNDARY FOR 280.00 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG SAID BOUNDARY ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 750.00 FEET (DELTA 05° 23' 46") (CHORD BEARING N 61° 49' 02" E) (CHORD 70.61 FEET) FOR 70.64 FEET TO A POINT OF TANGENCY; THENCE RUN N 64° 29' 55" E ALONG SAID BOUNDARY FOR 155.77 FEET; THENCE RUN S 28° 30' 05" E ALONG SAID BOUNDARY AND THE TRANSITIONAL RIGHT-OF-WAY LINE OF STATE ROAD 45 FOR 136.01 FEET TO THE EASTERLYMOST CORNER OF LANDS DESCRIBED IN DEED BOOK 247, PAGE 447, LEE COUNTY RECORDS; THENCE RUN S 64° 07' 00" W ALONG SAID LINE AND A SOUTHWESTERLY PROLONGATION THEREOF FOR 386.74 FEET; THENCE RUN S 25° 53' 00" E ALONG A LINE PARALLEL WITH AND 450 FEET SOUTHWESTERLY OF SAID FORMER RIGHT-OF-WAY LINE OF STATE ROAD 45 (100 FEET FROM THE CENTERLINE) FOR 376.53 FEET TO THE SOUTH LINE OF THE NORTH HALF (N-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF THE SOUTHWEST QUARTER (SW-1/4) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 9; THENCE RUN N 89° 51' 49" W ALONG SAID LINE FOR 827.38 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION; THENCE RUN S 00° 11' 10" W ALONG THE EAST LINE OF SAID SECTION 8 FOR 1451.08 FEET TO THE POINT OF BEGINNING.

PARCEL TWO

FROM THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 9 AND THE FORMER WESTERLY RIGHT-OF-WAY LINE (100 FEET FROM THE CENTERLINE) OF STATE ROAD NO. 45 RUN S 25° 53' 00" E ALONG SAID FORMER RIGHT-OF-WAY LINE FOR 400.00 FEET; THENCE RUN S 64° 07' 00" W PERPENDICULAR WITH SAID FORMER RIGHT-OF-WAY LINE FOR 50.00 FEET TO THE NEW WESTERLY RIGHT-OF-WAY LINE (160 FEET FROM THE CENTERLINE) OF STATE ROAD NO. 45 AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORD BOOK 1080 AT PAGE 190, LEE COUNTY RECORDS AND THE POINT OF BEGINNING FROM SAID POINT OF BEGINNING RUN S 25° 53' 00" E ALONG SAID LINE FOR 360.53 FEET TO A POINT OF TRANSITIONAL RIGHT-OF-WAY WIDTH OF SAID STATE ROAD 45; THENCE RUN S 25° 30' 05" E ALONG SAID TRANSITIONAL LINE FOR 253.47 FEET TO A NORTH-WESTERLY LINE OF PINE LAKES COUNTRY CLUB PHASE 1 AS SHOWN ON PLAT RECORDED IN PLAT BOOK 38, PAGES 42 THROUGH 45, SAID PUBLIC RECORDS; THENCE RUN S 64° 29' 55" W ALONG SAID LINE FOR 155.77 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID LINE SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 950.00 FEET (DELTA 05° 23' 46") (CHORD BEARING S 61° 48' 02" W) (CHORD 80.02 FEET) FOR 80.05 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID LINE S 59° 06' 09" W FOR 250.00 FEET; THENCE RUN S 30° 53' 51" E ALONG A NORTHERLY LINE OF SAID PLAT FOR 20.00 FEET; THENCE RUN S 59° 06' 09" W ALONG A NORTH-WESTERLY LINE OF SAID PLAT FOR 217.85 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG SAID LINE ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 755.00 FEET (DELTA 23° 44' 10") (CHORD BEARING S 70° 58' 14" W) (CHORD 314.56 FEET) FOR 315.92 FEET TO A POINT OF TANGENCY; THENCE RUN S 62° 50' 19" W ALONG SAID LINE FOR 95.48 FEET TO A POINT OF CURVATURE AT THE EASTERLYMOST CORNER OF PINE LAKES COUNTRY CLUB PHASE 1 AS SHOWN ON PLAT RECORDED IN PLAT BOOK 39, PAGES 55 THROUGH 57, SAID PUBLIC RECORDS; THENCE RUN NORTHWESTERLY ALONG A CURVED NORTHEASTERLY LINE OF SAID PLAT ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 40.00 FEET (DELTA 64° 36' 51") (CHORD BEARING N 64° 51' 16" W) (CHORD 42.76 FEET) FOR 45.11 FEET TO A POINT OF TANGENCY; THENCE RUN N 32° 32' 50" W ALONG THE NORTHEASTERLY LINE OF SAID PLAT AND THE NORTHEASTERLY LINE OF PINE LAKES COUNTRY CLUB PHASE 1 AS SHOWN ON PLAT RECORDED IN PLAT BOOK 41, PAGES 39 THROUGH 44, SAID PUBLIC RECORDS FOR 206.07 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG A CURVED NORTHEASTERLY LINE OF SAID PLAT ON AN ARC OF A CURVE TO THE LEFT OF RADIUS 244.00 FEET (DELTA 33° 30' 51") (CHORD BEARING N 49° 18' 16" W) (CHORD 140.70 FEET) FOR 142.72 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN N 23° 56' 19" E ALONG A NORTHWESTERLY LINE OF SAID PLAT FOR 54.36 FEET TO THE SOUTH LINE OF THE NORTH HALF (N-1/2) OF THE NORTH HALF (N-1/2) OF THE NORTH HALF (N-1/2) OF SAID SECTION 8; THENCE RUN S 89° 51' 51" E ALONG SAID LINE FOR 591.94 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE RUN S 00° 11' 10" W ALONG THE EAST LINE OF SAID SECTION FOR 34.34 FEET TO AN INTERSECTION WITH A LINE PERPENDICULAR TO SAID FORMER RIGHT-OF-WAY LINE AND PASSING THROUGH THE POINT OF BEGINNING; THENCE RUN N 64° 07' 00" E ALONG SAID PERPENDICULAR LINE FOR 710.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

CONTAINING 319.51 ACRES, MORE OR LESS.

BEARINGS HEREIN ABOVE MENTIONED ARE DERIVED FROM THE PLAT OF INDIAN PINES, UNIT 1 AS RECORDED IN PLAT BOOK 29, AT PAGES 65 THROUGH 72, LEE COUNTY RECORDS.

EXHIBIT A-5

**Phase V
Legal Description**

DESCRIPTION

A RESUBDIVISION OF TRACT "L", PINE LAKES COUNTRY CLUB
PHASE IV, AS RECORDED IN PLAT BOOK 43, AT PAGES 35 THROUGH
48, LEE COUNTY RECORDS, SECTIONS 8 AND 9, TOWNSHIP 43 SOUTH
RANGE 24 EAST, LEE COUNTY, FLORIDA.

Second Amended and Restated Articles of Incorporation
of
Pine Lakes Estates Homeowners' Association, Inc.

[Substantial rewording. See governing documents for current text.]

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Pine Lakes Estates Homeowners' Association, a Florida corporation not-for-profit, which was originally incorporated under the same name on June 1, 1987, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes.

ARTICLE 1
NAME AND ADDRESS; TERM; DEFINITIONS

1.1 The name of the corporation is Pine Lakes Estates Homeowners' Association, (sometimes hereinafter referred to as the "Association"), and its principal address is 10200 Pine Lakes Boulevard, North Fort Myers, Florida 33903 or as may otherwise be established by the Board of Directors.

1.2 The term of the Association shall be perpetual.

1.3 The terms used herein shall have the same definitions as may be stated in the Declaration of Covenants, Conditions and Restrictions of Pine Lakes Estates ("Declaration") and the Bylaws of the Association, as applicable, as may be amended from time to time. The Declaration, these Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association that may be promulgated, as each may be amended from time to time, collectively shall be referred to as the "Governing Documents".

ARTICLE 2
PURPOSE AND POWERS

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Chapter 617 of the Florida Statutes for the operation and maintenance of certain property and facilities serving the property that is encumbered by the Declaration recorded in the Public Records of Lee County, Florida (the "Declaration"). Except as may be otherwise provided herein, the terms used herein shall have the meaning as provided in the Declaration. The Association is organized and shall exist upon a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit except as limited or modified by these Articles, the Declaration, the Bylaws of the Association, and Chapter 617, Florida Statutes, as it may hereafter be amended, including but not limited to the following powers:

2.1.1 To make and collect assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the proceeds of assessments in the exercise of its powers and duties.

2.1.2 To acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real and personal property in connection with the affairs of the Association.

2.1.3 To protect, maintain, repair, replace and operate any and all Common Areas and Association owned real and personal property.

2.1.4 To purchase insurance upon the Association property for the protection of the Association and its members.

2.1.5 To make, amend and enforce reasonable rules and regulations related to the operation, use, maintenance, management and control of the Common Areas and the Association.

2.1.6 To enforce the provisions of the Declaration, these Articles, and the Bylaws, and any rules and regulations of the Association.

2.1.7 To employ accountants, attorneys, engineers, and other professional consultants to perform the services required for proper operation of the Association.

2.1.8 To borrow or raise money for any of the purposes of the Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

2.1.9 To sue and be sued.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

Membership in the Association shall be as set forth in the Declaration and shall be limited to those entities or persons who hold fee simple title to both a home and Lot. An entity or person holding fee simple title to only a home or Lot, without both, shall not be deemed a Member of the Association.

ARTICLE 4 BYLAWS

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE 5 DIRECTORS AND OFFICERS

5.1 The affairs of the Association will be administered, managed, and governed by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors and in the absence of such determination shall consist of three (3) Directors. Directors must be members of the Association.

5.2 Directors of the Association shall be elected by the members in the manner determined in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

5.3 The business of the Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected in accordance with the Bylaws.

ARTICLE 6 AMENDMENTS

6.1 These Articles may be further amended from time to time by the affirmative vote of a majority of the Voting Interests of the Association, provided no such amendment affects or interferes with vested property rights previously acquired by a First Mortgagee.

6.2 An Amendment shall become effective upon the recording of a copy in the public records of Lee County, Florida, with the same formalities as are required in the Declaration for recording amendments to the declaration, and shall also be filed with the Florida Division of Corporations.

ARTICLE 7 REGISTERED AGENT

The registered agent of the Association shall be as designated by the Board of Directors from time to time.

ARTICLE 8 DISSOLUTION

In the event of dissolution of the Association, the Association shall have the power to dedicate the operation and maintenance of the Common Areas and corresponding infrastructure, to an appropriate entity or agency of local government for purposes of operating and maintaining said common property in accordance with the Declaration and the County or South Florida Water Management District requirements (as applicable), or if not accepted by such local agency, then the Common Areas and corresponding infrastructure shall be dedicated to a successor or similar non-profit corporation.

ARTICLE 9 INDEMNIFICATION

The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and the director free and harmless against any and all liability to the others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Amended and Restated Bylaws
of
Pine Lakes Estates Homeowners' Association, Inc.

[Substantial rewording. See governing documents for current text.]

**ARTICLE 1
GENERAL**

1.1 **Principal Office and Mailing Address.** The principal office and mailing address of Pine Lakes Estates Homeowners' Association, Inc. (the "Association" or "Corporation") shall be located at Pine Lakes Country Club, 10200 Pine Lakes Blvd., North Fort Myers, Florida 33903, or at such other place as the Board of Directors may determine.

1.2 **Definitions.** The terms used herein shall have the same definitions as may be stated in the Declaration and the Articles of Incorporation of the Association, as applicable, as may be amended from time to time. The Declaration, Articles of Incorporation, these Bylaws, and any Rules and Regulations of the Association that may be promulgated, as each may be amended from time to time, collectively shall be referred to as the "Governing Documents".

1.3 **Fiscal Year.** The Fiscal Year of the Association shall be the calendar year.

**ARTICLE 2
MEETINGS OF THE MEMBERS**

2.1 **Membership in the Association.** Membership in the Association shall be as set forth in the Declaration and shall be limited to those entities or persons who hold fee simple title to both a home and Lot. An entity or person holding fee simple title to only a home or Lot, without both, shall not be deemed a Member of the Association.

2.2 **Annual Meeting.** The annual meeting of the membership of this Corporation shall be held on the second Monday of February of each year at a time and place provided in the notice, or at another date and time within the quarter of the calendar year as may be determined by the Board of Directors.

2.3 **Special Meetings.** Special meetings must be held when called by the Board of Directors or by at least ten percent (10%) of the total voting interests of the Corporation. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

2.4 **Notice.** At least fourteen (14) days prior to the date of a meeting, whether annual or special, a written notice shall be mailed (or hand-delivered) to each member of the Corporation at the usual place of business or residence. Notices of special meetings must include a description of the purpose or purposes for which the meeting is called. If a Member has consented to receiving notice electronically at a designated email address, the Association may satisfy notice requirements by emailing a copy of the notice to the Member's designated email address.

2.5 **Order of Business.** The order of business at annual meetings shall be as follows:

- 2.5.1 Roll Call
- 2.5.2 Reading of Notice of Meeting
- 2.5.3 Reading of Minutes of Previous Meeting
- 2.5.4 Report of Officers (President; Treasurer; Secretary)
- 2.5.5 Reports of Committees
- 2.5.6 Election of Directors
- 2.5.7 Transaction of Other Business mentioned in the Notice
- 2.5.8 Adjournment

2.6 **Quorum.** Thirty percent (30%) of the total voting interest (present in person or by proxy) shall constitute a quorum for the transaction of business, but if at any meeting there shall be less than a quorum, a majority of those present may adjourn the meeting from time to time, and place to, place.

2.7 **Voting.** Every member of the Corporation, hereof, shall have the right and be entitled to one vote, in person or by proxy, upon every proposal properly submitted to vote at any meeting of the Corporation. A Member owning more than one lot and home in the subdivision plats identified in the corporate Articles of Incorporation, shall be entitled to one vote for each lot and home owned. The right to vote will be suspended for non-payment of assessments that are delinquent in excess of 90 days. If a lot is owned jointly by two or more natural persons, that voting interest appurtenant to the Membership may be cast by any one of the record owners. If two or more owners of a lot do not agree among themselves how their one vote shall be cast on any issue, that vote shall not be counted for any purpose. Unless otherwise provided in Chapter 617, Florida Statutes, or in the Articles of Incorporation or Bylaws, decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

2.8 **Participation in Meetings by Remote Communication.** In the discretion of the Board of Directors, meetings of the Members may be held by means of a real-time videoconferencing service. A Member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall be considered attendance in person, and counts toward a quorum, and such Member may vote as if physically present.

2.9 **Written Consent in Lieu of Meeting.** Actions requiring a membership vote at a meeting of the Members may, in lieu of a meeting of the Members, be approved by written consent of the requisite number of Members. Votes cast by Members (or the Member's proxyholder) attending virtually via a real-time videoconferencing or similar method shall qualify as being cast

in person, provided that the Member (or proxyholder) can provide reasonably reliable proof of identification and verify his or her authority to attend and vote at the meeting.

2.10 **Adjourned Meetings.** Any duly called Members' meeting may be adjourned to a later time by vote of the Majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

ARTICLE 3 BOARD OF DIRECTORS

3.1 **Number and Term of Directors.** The business, property and affairs of this Corporation shall be managed by a Board of Directors composed of five (5) persons. Each Director shall hold office for the term for which they are elected and until his successor is elected and qualified. All Directors will be elected for a two (2) year term. It is the intention of these By-Laws that a staggered Directorate be maintained beginning with the 2000 annual meeting and election, with three persons being elected for two years and two persons being elected for one year. To maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year term, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. Vacancies on the Board will be filled by the remainder of the Board for the unexpired term thereof.

3.2 **Term Limits.** A Director may not serve more than 8 consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. Only board service that occurs on or after the recording of this Fourth Amended and Restated Bylaws may be used when calculating a Director's term limit.

3.3 **Qualifications.** All members of the Board of Directors must be a lot owner, a primary owner, or the spouse of a lot owner or primary owner. If the lot is held in trust, the trustee, grantor, or settler of the trust, or any one of the beneficial owners residing in the lot, is eligible. Neither co-owners, co-occupants of the same lot, nor spouses may serve as members of the board of directors at the same time. Members of the Board of Directors must be natural persons who own fee simple title to both a Lot and a home.

3.4 **Nominations and Election.** At each Annual Meeting, the Members shall elect as many Directors as there are regular terms of Directors expiring. Elections shall be held by written ballot.

3.4.1 **Candidate Filing Period.** In its discretion, the Board may establish a Candidate Filing Period during which time Members are provided a reasonable period of time to self-nominate to be a candidate to the Board prior to the election. Notice must be provided to all Members of the Candidate Filing Period and deadline and instructions to nominate a candidate. In the event a Candidate Filing Period is utilized, the Board of Directors is not required to take

nominations from the floor at the annual meeting. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, it being the intention that the candidate (or candidates, if more than one Director is being elected) receiving the highest number of votes shall be declared, except that a tie may be decided by lot. If, at the conclusion of the Candidate Filing Period, the number of candidates is equal to or less than the number of vacancies to be filled, those candidates shall automatically become seated at the Annual Meeting and no election shall be necessary.

3.5 Power to Appoint or Remove Officers; Organizational Meeting. The Board of Directors shall appoint a President, a Vice-President, a Secretary and a Treasurer. A person may hold more than one office. The Board shall have the power to appoint a successor to fill any vacancy in any office, occurring for any reason whatsoever. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of the new Directors at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected. The new Directors shall appoint Officers at said organizational meeting. The Board of Directors, by majority vote, shall also have authority to remove an Officer.

3.6 Duties of the Board. The Board of Directors shall transact all business of the Corporation. It shall determine the policies, fiscal matters, employment of staff and other personnel policies and in general assume responsibility for the guidance of the affairs of the Corporation.

3.7 Quorum. The presence of three (3) of the Directors, one of whom must be president or vice president, shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors. Directors may not vote by proxy or by secret ballot at Board of Directors' meetings, except that secret ballots may be used in the election of officers.

3.8 Meetings of the Board; Notice to Directors. Meetings of the Board may be held at such time and at such location as determined by the President of the Board. Meetings may be held by means of a real-time videoconferencing service. A Board member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall be considered attendance in person, and counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by other participants. Notice of meetings of the Board shall be provided to each Director, which may be provided by electronic transmission. Attendance at the meeting or written consent of the action to be taken at the meeting shall be deemed a waiver of notice to that Director.

3.9 Notice to Owners. Written notice of all Board of Directors' meetings, whether annual or special, shall be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board of Directors' meeting must be mailed or delivered to each member at seven (7) days before the meeting, except in an emergency. Meetings of the Board of Directors must be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, or Board meetings held for the purpose of discussing personnel matters. A meeting of the Board must be held at a location

that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting. The provisions of this subsection shall also apply to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of association funds and to meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific parcel. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

3.10 Other Meetings. Meetings of the Board may be held at such time and place as shall be held determined from time to time by the President or by a majority of the directors. Notice of meetings shall be given to each director, personally or by mail, telephone or electronic transmission, at least 48 hours before the meeting.

3.11 Vacancies. Any director may resign at any time by giving written notice to the association, and unless otherwise specified therein, the resignation shall become effective upon receipt. Vacancies in the Board of Directors shall be filled by election by the remaining Directors. Each person so elected to fill a vacancy shall remain a Director until his successor has been elected by a vote of the membership present, who may make such election at their next annual meeting, or at any special meeting duly called for that purpose and held prior thereto.

3.12 Removal of Directors. A Director may be recalled and removed from office with or without cause by a majority of the total voting interests of the Association.

3.13 Indemnification by the Association. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on them in connection with any legal proceeding (or settlement or appeal of such proceeding) to which they may be a party because of their being or having been a director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that their actions or omissions to act were material to the cause adjudicated and involved:

3.13.1 Willful misconduct or a conscious disregard for the best interests of the Association;

3.13.2 A violation of criminal law, unless the director or officer had no reasonable cause to believe their action was unlawful or had reasonable cause to believe their action was lawful.

3.13.3 A transaction from which the director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a director or officer may be entitled.

3.14 **Delegation of Powers.** For any reason deemed sufficient by the Board of Directors, the Board may delegate any power or duty of any officer or Director to any other officer or Director, but no officer or Director shall execute, acknowledge or verify any instrument in more than one capacity.

3.15 **Power to Appoint Committees; Meeting and Notice Requirements of Committees.** The Board of Directors shall have power to appoint committees, including an Executive Committee. The notice provisions of Section 3.9 (Notice to Owners) shall apply with respect to any meeting at which a quorum of Directors meet to discuss Association business and with respect to Committee meetings when a final decision will be made regarding the expenditure of association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

ARTICLE 4 OFFICERS

4.1 **Officers.** The Board of Directors shall appoint the officers of this Corporation. All officers must be Directors. The officer roles shall consist of the President, a Vice-President, a Secretary and a Treasurer and such other officers as shall be deemed advisable. Each officer shall be appointed to hold office for a period of one (1) year.

4.2 **President.** The president shall: preside at all meetings of the Board of Directors and at all meetings of the Executive Committee; make all committee appointments other than the Executive Committee and the Nominating Committee; be a member ex-officio of all committees excepting Nominating Committee; be chairman of the Executive Committee; perform all other duties usually pertaining to the office of President and be the chief executive officer of the Corporation.

4.3 **Vice-President.** The Vice-President shall: preside at all meetings of the Board of Directors and at all meetings of the Executive Committee in the absence of the President; be a member of the Executive Committee; perform all such other duties usually pertaining to the office of the Vice- President; during the absence of President, exercise such power conferred upon the President; and perform such other duties as the board of directors shall assign.

4.4 **Treasurer.** The Treasurer shall: Be custodian of all funds and securities of the Corporation and collect interest thereon; keep a record of the accounts of the Corporation and report thereon at each regular meeting of the Board of Directors; make report at annual meeting and special reports when requested; deposit all monies of the Corporation in the name of Pine Lakes Estates Homeowners Association, Inc., in a bank or banks by the Board of Directors, subject to withdrawal for authorized purposes, upon the joint signatures of any two (2) of the authorized officers; prepare and file reports and returns required by all governmental agencies.

4.5 **Secretary.** The Secretary shall: record the minutes of all meetings; write up the minutes within three days following the meeting; confer with the board of directors for possible omissions; send duplicate copy of minutes to the board of directors and will post a draft copy on the official bulletin board; post notices of all meetings; take attendance record at meeting; maintain

committee reports for one year; shall maintain all legal HOA material & documents for 7 years; perform such other duties as may be delegated by the Board of Directors and by the Executive Committee.

4.6 **Compensation of Officers and Directors.** Officers and directors may be reimbursed for out-of-pocket expenses, but no compensation shall be paid to any officer or director for services as an Officer or Director of the Association.

4.7 **Correction of Health and Safety Hazards.** Any violation of the Association's Governing Documents that creates conditions of the property that are deemed by the board of directors to be a hazard to public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Member.

ARTICLE 5 MISCELLANEOUS

5.1 **Amendments.** These Bylaws may be further amended from time to time by the affirmative vote of a majority of the Voting Interests of the Association, provided no such amendment affects or interferes with vested property rights previously acquired by a First Mortgagee.

5.2 **Effective Date.** An Amendment shall become effective upon the recording of a copy in the public records of Lee County, Florida, with the same formalities as are required in the Declaration for recording amendments to the declaration.

5.3 **Robert's Rules of Order.** "Robert's Rules of Order" shall be the parliamentary authority for all matters of procedure not specifically covered by these Bylaws.