



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

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BONITA NATIONAL GOLF CLUB
(GOLF DECLARATION)**

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

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

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

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

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

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

1. **DEFINITIONS**. The following definitions shall apply to the terms used in this Golf Declaration and its recorded exhibits, unless the context clearly requires another meaning.
 - 1.1 **“Assessment”** or **“Assessments”** means a share of the funds required for the payment of the expenses of the Golf Club which from time to time are assessed against the Golf Members, including without limitation annual assessments and special assessments, as authorized by Section 8 of this Declaration.
 - 1.2 **“Board”** means the Board of Directors of Bonita National Golf Club, Inc.

- 1.3 **“Bonita National”** is the name of the development that Bonita National Golf Club is a part of.
- 1.4 **“CDD”** means and refers to the Beach Road Golf Estates Community Development District.
- 1.5 **“CDD Property”** means any and all real property and improvements which the CDD either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term **“CDD Property”** shall include systems, facilities and services that the CDD may acquire, construct, maintain and finance over the years (which constitute projects or infrastructure improvements) which may or may not be owned by the CDD.
- 1.6 **“County”** or **“the County”** means Lee County, Florida.
- 1.7 **“Family”** means one natural person or two or more natural persons each of whom are related to each other by blood, marriage, or adoption and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events, such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to golf privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a “family” as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) family as defined above to utilize the Golf Membership. The Golf Club may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit.
- 1.8 **“Golf Club”** means Bonita National Golf Club, Inc., a Florida corporation not for profit, which has its principal place of business in Lee County, Florida, and its successors and assigns.
- 1.9 **“Golf Club Common Areas”** or **“Common Areas”** means any and all real property and improvements owned by, leased to, or otherwise dedicated to the Golf Club for the use and benefit of the Golf Members.

- 1.10 **“Golf Club Documents”** means this Golf Declaration, the Articles of Incorporation and Bylaws of the Golf Club, and the various Rules and Regulations, all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Golf Club Documents, the order of priority shall be the same as the order in which they are named in this Section 1.10.
- 1.11 **“Golf Club Property”** means all real property comprising Bonita National Golf Club, and the improvements thereon.
- 1.12 **“Golf Member”** or **“Member”** means a person who is entitled to membership in the Golf Club, as provided in Section 2 of the Golf Club Bylaws. Membership is mandatory for an Owner of each Lot or Living Unit submitted to this Declaration.
- 1.13 **“Guest”** means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.
- 1.14 **“Institutional Mortgagee”** means:
- (A) a lending institution having a first mortgage lien upon a Lot or Living Unit, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or
 - (B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing, or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or
 - (C) an “Institutional Mortgage” is a first mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.
- 1.15 **“Lands”** means the land described in Exhibit “A” to this Golf Declaration, as it may be amended from time to time, or as may be otherwise submitted to this Golf Declaration by Supplemental Declaration or by consent and joinder of the Owner and mortgagee(s) of any land being submitted.
- 1.16 **“Lease”** when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.
- 1.17 **“Living Unit”** means any residential structure, including a single family detached or attached dwelling unit or condominium unit, submitted to this Golf Declaration and intended for use by one family as their place of residence. If a Living Unit is a free-

standing or attached single family home or villa located on a Lot, the use of the term “Living Unit” or “Unit” shall be interpreted as if the term was followed immediately by the words “and the Lot on which it is located.”

- 1.18 “**Lot**” means one or more of the platted portions of land into which parts of Bonita National have been subdivided and submitted to this Golf Declaration, upon each of which a single Living Unit has been, or is intended to be, constructed. Unless the context clearly requires a different interpretation, the term “Lot” shall be interpreted as if it was followed by the words “and the Living Unit constructed thereon”.
 - 1.19 “**Master Declaration**” is the Declaration of Covenants, Conditions and Restrictions for Bonita National recorded in Official Records Instrument No. 2015000023564, Public Records of Lee County, Florida, and all exhibits attached thereto.
 - 1.20 “**Occupy**” when used in connection with a Living Unit, means the act of using a Living Unit as one's place of residence for two (2) or more consecutive days. An “**Occupant**” is one who occupies a Living Unit, other than the Owner or his family as defined above.
 - 1.21 “**Owner**” means the record Owner of legal title to any Lot or Living Unit.
 - 1.22 “**SFWMD**” means South Florida Water Management District.
 - 1.23 “**Voting Interests**” means the arrangement established in Section 2.1 of the Bylaws of the Golf Club by which the Owners of each Lot or Living Unit are entitled to vote in the affairs of the Golf Club, whenever a vote of the Owners is permitted or required as to any Golf Club business.
2. **BONITA NATIONAL GOLF CLUB**. Bonita National Golf Club shall consist of an 18 Hole championship style golf course, as well as related amenities and facilities. Every Owner of a Lot or Living Unit subject to this Golf Declaration shall be a ~~Golf~~ Member of the Golf Club. Each Lot or Living Unit shall be held, sold and conveyed subject to the covenants, conditions and restrictions of the Golf Declaration, the terms of which shall run with the title to each such Lot or Living Unit.

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

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

The specific elements of Membership in the Golf Club shall be determined by the Rules and Regulations or other documents that comprise the Golf Club Documents. The Rules

and Regulations may contain matters related to various golf fees, tee times, guest play and other matters relating to the operation of the golf course and administration of the membership program.

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

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

- (A) To exercise all rights set forth in the Golf Club Documents.
- (B) To allow public use of the golf course and clubhouse, and other facilities within the Golf Club's authority and discretion.
- (C) To lease, assign or otherwise transfer the operating rights to, and any and all profits from the golf pro shop or other facility on the Golf Club Common Areas to a third party.
- (D) To restrict or prohibit the recovery of lost golf balls on and around the golf course and in water hazards and to sell or assign the exclusive right to do so to commercial enterprises.
- (E) To restrict or prohibit use of the cart paths, and the golf course generally, for jogging, cycling, walking pets or other activities not directly related to the playing of golf.
- (F) To enter into Agreements for the maintenance and operation of Golf Club Property.
- (G) To promulgate rules and regulations governing use of the Golf Club Common Areas consistent with the Golf Club Documents.

- 3.2 **Manager.** The Golf Club may contract, employ and pay for the services of an entity or

person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Golf Club shall determine to be necessary or desirable.

- 3.3 **Personal Property.** The Golf Club may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.
- 3.4 **Insurance.** The Golf Club at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Golf Club additionally shall cause all persons with access to Golf Club funds to be insured or bonded with adequate fidelity insurance or bonds.
- 3.5 **Express and Implied Powers.** The Golf Club may exercise any rights, powers or privileges given to it expressly by the Golf Club Documents or by the law in effect at the time this Golf Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.
- 3.6 **Acts of the Golf Club.** Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Golf Club Documents, all approvals or actions permitted or required to be given or taken by the Golf Club may be given or taken by its Board of Directors, without a vote of the Golf Members. The officers and directors of the Golf Club have a fiduciary relationship to the Golf Club and its Members. A Golf Member does not have the authority to act for the Golf Club by reason of being a Golf Member.
- 3.7 **Member Approval of Certain Litigation.** After Turnover, as defined in Section 7.1 of the Bylaws, and notwithstanding any other provisions of the Golf Club Documents, the Board of Directors shall be required to obtain the prior approval of at least two-thirds (2/3) of the voting interests of the Golf Club prior to the payment-of, or contracting for the payment of, legal fees to any person engaged by the Golf Club for the purpose of commencing any lawsuit, other than for the following purposes:
- (A) collection of assessments;
 - (B) collection of other charges which Members are obligated to pay;
 - (C) enforcement of the Golf Club Documents;
 - (D) enforcement of the rules and regulations of the Golf Club;
 - (E) in an emergency, when waiting to obtain the approval of the Golf Club Member creates a substantial risk of irreparable injury to the Golf Club or its Members; or
 - (F) filing a compulsory counterclaim.
- 3.8 **Articles of Incorporation.** The Articles of Incorporation of the Golf Club are attached as Exhibit “B”
- 3.9 **Bylaws.** The Bylaws of the Golf Club shall be the Bylaws attached as Exhibit “C” as

- they may be amended from time to time.
- 3.10 **Official Records.** The official records of the Golf Club, as amended, shall be maintained within the State of Florida and must be open to inspection and available for photocopying as provided for in Section 720.303, Florida Statutes (2013). The Golf Club may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Golf Club shall maintain an adequate number of copies of the Golf Club Documents, to ensure their availability to Members and to prospective purchasers, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.
- 3.11 **Rules and Regulations.** Subject to the Golf Club Documents, and any other applicable recorded instrument, the Golf Club shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of Golf Club Common Areas. No Golf Club Common Areas shall be used in violation of any rule or regulation adopted by the Golf Club pursuant to Section 4.1 (F) of the Bylaws.
- 3.12 **Acquisition of Property.** The Golf Club has the power to acquire property, both real and personal. The power to acquire property shall be exercised by the Board of Directors up to a maximum of \$100,000.00 in total expenditures per fiscal year, in the aggregate, without prior membership approval. Acquisition of property, both real and personal exceeding the annual provision of \$100,000.00 but less than one million dollars (\$1,000,000.00) in the aggregate during any fiscal year shall require the prior approval of at least a majority of the voting interests present and voting, in person or by proxy, at a meeting of the membership at which a quorum has been attained and prior approval of at least two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at a meeting of the membership at which a quorum has been attained is required for acquisitions of property costing one million dollars or more in the aggregate. The foregoing notwithstanding, as provided in Section 8.8 and 8.9 below, no approval of the voting interests is required when the Golf Club is foreclosing its lien for assessments, fees or charges.
- 3.13 **Disposition of Property.** Any property owned by the Golf Club, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 3.12 above.
- 3.14 **Community Development District.** Portions of Bonita National Golf Club are subject to a Community Development District, as defined in Chapter 190, Florida Statutes. The CDD may provide and operate certain urban infrastructure facilities and services and have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The term “Assessments” as used in this Section 3.14 refers to assessments defined in Chapter 190, Florida Statutes, not as defined in Chapter 720, Florida Statutes, or this Golf Declaration. The CDD may be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities, including but not limited to, indoor and outdoor recreational, cultural and educational uses, security and mosquito control. There may be plat dedications of such systems and facilities to entities other than the CDD which were offered prior to establishment of the CDD and have not been accepted by said

- entities. Said systems and facilities may instead be conveyed to the CDD.
4. **GOLF CLUB MEMBERSHIP AND VOTING RIGHTS.** Every Owner of record legal title to a Lot or Living Unit subjected to this Golf Declaration shall be a Member of the Golf Club as further defined in Section 4.1 below. Owner membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Golf Members shall be as set forth in this Declaration, in the Articles of Incorporation and Bylaws of the Golf Club and other Golf Club Documents.
- 4.1 **Classes of Golf Membership.** The Golf Club will have one (1) class of voting membership as follows:
- (A) **Golf Members.** Every Owner of a Lot or Living Unit shall be a Golf Member, which Golf Membership has been given as an appurtenance. Golf Members shall be all Owners of Lots or Living Units submitted to this Declaration. Golf Members shall have full rights of use in the Club Common Areas and facilities, including full golfing privileges. The actual number of golf memberships is 866. Except for temporary delegations as provided in Section 4.5 below, a Golf Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit to which a Golf Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his property. Golf Member's rights to use the golf course and other recreation facilities shall be limited as set forth in this Declaration and in the Golf Club Documents. Any attempt to separate the golf membership from the interest in real property upon which it is based shall be null and void.
- 4.2 **“Golf Member for the Day” – “Private Club.”** In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Golf Club may create a daily golf membership to facilitate dispensing of alcoholic beverages to daily guests of the Golf Club. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Golf Club for daily golf membership. In all events, any daily guest who has been charged for and paid a greens fee for use of the golf course shall be considered a Golf Member for that day.
- 4.3 **Use of the Golf Course and Golf Club Common Areas.** The Owners of each Lot or Living Unit subject to the Golf Declaration are entitled to only one (1) golf membership. Use rights in the golf course for each such golf membership shall be limited to the persons comprising one (1) “family.” For purposes of this Section 4.3 only, “family” means one natural person or not more than two natural persons, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one of the persons shall be

entitled to golf privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a "family" as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) "family" as defined above to utilize the Membership. The Golf Club may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit and the Use rights in the Golf Course and Golf Common Areas shall be governed by such resolutions, rules and regulations as the Board of Directors may adopt from time to time.

Golf Members of the golf course shall be entitled to non-exclusive use of the golf course and other golf Club Common Areas in accordance with the Golf Club Documents and other applicable rules and regulations. However, there is no guarantee that there will be availability for the golf course or Golf Club Common Areas at any particular time. Availability of the Golf Club Common Areas may be limited by weather, season, exceeded capacity or other factors affecting playability of the golf course. The Golf Club shall not be liable under any circumstances for a Golf Member's inability to access the Golf Club Common Areas from time to time.

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

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

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

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

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

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

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

Golf Club, or non-owners.

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

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

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

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

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

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

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

4.5 **Delegation of Use Rights In Common Areas.** Guests accompanied by a Member shall have the right to use the Golf Club Common Areas, but only to the extent provided in Section 2.6 of the Bylaws, or in the Golf Club's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Golf Member shall be financially and legally responsible to the Golf Club for the actions and debts to the Golf Club of any guest or person to whom the Golf Member has delegated his right to use the Golf Club Common Areas. The Member may not delegate the obligation to pay Golf Club assessments. Upon the lease of a Lot or Living unit to which a Golf Membership is appurtenant, the lessor may retain the right to use the Golf Membership, in which case the tenant shall have no such rights. However, upon prior written approval of the Golf Club, a Golf Member may delegate his privileges to a tenant that resides in the Living Unit during the time of the tenancy. If a Golf

Member delegates his privileges to a tenant residing in his Living Unit, the Golf Member shall not be entitled to use of the Golf Club Common Areas, except as a Guest of another Golf Member, during the period of the delegation.

- 4.6 **Separation of Ownership.** Except as otherwise specifically provided by this Declaration, the ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot or Living Unit, hold Membership in the Golf Club.
- 4.7 **Credit.** The Golf Club may implement a policy of not accepting cash payments, and may require that each Golf Member and resident guest open an account with a nationally recognized credit card, to which all purchases of goods and services from the clubhouse, pro shop, and other facilities may be charged.
- 5 **USE RESTRICTIONS.** The Golf Club may promulgate additional rules and regulation to govern the use of property within the Golf Club and the Golf Club Common Areas and the conduct of the users of the Golf Club Common Areas. The Golf Club shall operate, insure, maintain and repair all property and related improvements designated as Golf Club Common Areas, regardless of whether legal title to that property has been formally conveyed to the Golf Club.
- 6 **DISCLAIMER REGARDING GOLF COURSE.** Each Golf Member, on his or her own behalf and on behalf of any Guest or tenant, is hereby deemed to acknowledge and accept the following inherent risks associated with the golf course:
- (A) maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;
 - (B) during certain periods of the year, the golf course will be heavily fertilized;
 - (C) the maintenance of the golf course may require the use of chemicals and pesticides;
 - (D) the golf course may be watered with reclaimed water; and
 - (E) golf balls are not susceptible to being easily controlled and accordingly may strike any Golf Member, Guest or other user of the golf course.

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

7 COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

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

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

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

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

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

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

7.3 **Maintenance and Alteration.** The Golf Club is responsible for the maintenance, repair, replacement, insurance, protection and control of all Golf Club Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. There shall be no expenditure of funds towards any material alteration(s) of or substantial addition(s) to the Golf Club Common Areas to alter and/ or improve Club assets beyond normal maintenance and repair or replacement costing more than \$100,000, but less than one million dollars (\$1,000,000) in the total aggregate during any fiscal year unless first approved by a majority of the voting interests of the Golf Club present and voting, in person or by proxy at a meeting of the membership at which a quorum has been attained; and there shall be no material alterations of or substantial additions to the Club Common Areas costing one million dollars (\$1,000,000) or more in the total aggregate unless first

approved by at least two-thirds (2/3rds) of the voting interests of the Golf Club present and voting, in person or by proxy at a meeting of the membership at which a quorum has been attained. However, if work that is reasonably necessary to meet the Golf Club's obligations under the first sentence of this Section 7.3 also constitutes a material alteration or substantial addition, no prior Golf Membership approval is required.

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

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

8 **GOLF ASSESSMENTS.**

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

(A) Annual Assessments.

(B) Special Assessments.

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

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

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

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

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

8.2 **Purposes of Assessments:**

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

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

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

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

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

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

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

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

8.7 **Lien.** The Golf Club has a lien on each Lot and Living Unit subject to these Golf Club Documents for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Golf Club in enforcing this lien. The lien relates back to the date of recording this Golf Declaration in the Public Records of Lee County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Golf Club. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorney's fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to

the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

- 8.8 **Foreclosure of Lien.** Unless a different method is required by Florida law, as amended from time to time, the Golf Club's lien may be foreclosed by the procedures and in the manner provided in Section 720.3085, Florida Statutes (2013), as it may be amended from time to time, for the foreclosure of a lien for unpaid assessments. The Golf Club may also bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.
- 8.9 **Priority of Lien.** Notwithstanding anything to the contrary herein, if any first mortgage or other person, persons, or entity obtains title to a Lot or Living Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage or record, such acquirer of title, shall be liable for the share of assessments pertaining to such Lot or Living Unit or chargeable to the former record Owner of legal title, which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage or record as provided in Section 720.3085, Florida Statutes (2013), as amended from time to time. The foregoing limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Golf Club, regardless of when the lease was executed. The relative priority of the Golf Club's lien to that of any other association shall be determined by the order of their recording in the public records.
- 8.10 **Resale Capital Contribution.** The Golf Club may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Golf Member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. Unless subsequently adjusted by the Board, the amount of the Resale Capital Contribution shall be initially set as \$1,250.00. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Golf Member or the transferor's current spouse without changing occupancy, solely for estate planning or tax reasons, or to a former spouse as the result of divorce. Resale Capital Contributions shall be considered an assessment and can be collected as such in accordance with the provisions this Article.
- 8.11 **Ownership.** Assessments, Resale Capital Assessments, and charges collected by or on behalf of the Golf Club become Golf Club property; no Owner has the right to claim,

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

- 8.12 **Failure to Pay Assessments.** In addition to all other remedies provided herein or by law, the Golf Club may suspend the common area use rights and the voting rights of a Member due to nonpayment of any monetary obligation to the Golf Club which is more than 90 days delinquent for so long as the Member remains delinquent. Furthermore, notwithstanding any other remedy available to the Golf Club under this Golf Declaration, the Bylaws or applicable law, the Golf Club shall have the following options when payment of assessments or charges are in default (more than ten days in arrears), the Golf Club may, without order of the court, direct rental income (by written notice to the tenant with copy to the Owner) from Lots or Living Units in default to be paid directly to the Golf Club until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. As an alternative, the Golf Club may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Golf Club, the court registry, or a receiver, as the Court may direct.
- 8.13 **Budgeting for Reserves.** The Board may, but shall not be obligated to, periodically prepare a reserve budget. In the event that the Board elects to fund voluntary, non-statutory reserves under this Section 8.14, the reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Funding for any such reserves shall be funded through resale capital contributions specified in Section 8.10 and other regular and special Assessments authorized by these Golf Club Documents; provided, however, the Board may, but shall not be obligated to include a capital contribution in the Common Expense budget to fund reserves.
- 9 **COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION.** The Golf Club has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Bonita National Golf Club, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Golf Club Common Areas.
- 9.1 **Owner and Golf Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the Golf Club Documents and the rules promulgated by the Golf Club, shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Golf Club Documents shall not in any way act to limit or divest the Golf Club of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.
- 9.2 **Litigation.** Subject to Section 3.7 above, each Golf Member and the Golf Member's tenants, guests, and invitees, and the Golf Club, are governed by and must comply with

Chapter 720, Florida Statutes, the Golf Club Documents and rules of the Golf Club. Enforcement actions for damage, or for injunctive relief, or both, on account of any alleged violation of the Golf Club Documents and Golf Club rules may be brought by any Owner, or the Golf Club against:

- (A) the Golf Club;
- (B) a Golf Member;
- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Golf Club who willfully and knowingly fails to comply with these provisions; and
- (E) any tenants, guests, or invitees occupying a parcel or using the Golf Club Common Areas.

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

9.4 **Fines:**

(A) In addition to the means of enforcement provided elsewhere herein, the Golf Club shall have the right to assess fines against a Lot or Living Unit, an Owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Golf Club regarding the use Golf Club Property. Each such violator and the Golf Member shall be given at least fourteen (14) days written notice of the alleged violation and the opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors in accordance with Section 720.305 (2) (b), Florida Statutes. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Golf Declaration, Articles, Bylaws, or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Golf Club. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Golf Club. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per violation, per day. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine for a continuing violation may not exceed Five Thousand Dollars (\$5,000.00). The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which fines have levied arise out of the conduct of family members, guests or tenants.

Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees. Unless otherwise provided by Section 720.302, Florida Statutes, a fine of One Thousand Dollars (\$1,000.00) or more may become a lien against the Lot or Living Unit.

(B) **Collection of fines.** A fine shall be treated as a special charge due to the Golf Club ten (10) days after written notice from the Golf Club to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee. Fines not paid after ninety (90) days may result in the suspension of use rights pursuant to Section 2.7 of the Bylaws.

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

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

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

(A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Golf Club, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, does not approve a proposed suspension, it may not be imposed.

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

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

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

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

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

THE GOLF CLUB SHALL NOT BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE GOLF CLUB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN BONITA NATIONAL.

11 RIGHTS OF MORTGAGEES.

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

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

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

- 11.4 **Financial Statement.** Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Golf Club for the immediately preceding fiscal year.
- 11.5 **Lender's Notices.** Upon written request to the Golf Club, any Institutional Mortgagee shall be entitled to timely written notice of:
- (A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Lot or Living Unit on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Golf Club. An increase in coverage or a change of insurer does not require notice under this Paragraph.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

12 **DURATION OF COVENANTS; AMENDMENTS.**

- 12.1 **Duration of Covenants.** The covenants, conditions, easements and restrictions in this Golf Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the Golf Club, and any Member, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99) anniversary of the date of recording this Golf Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Golf Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Golf Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.
- 12.2 **Termination.** This Golf Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all voting classes of the Golf Members of the Golf Club vote in favor of terminating this Golf Declaration. Written notice of any meeting at which a proposal to terminate this Golf Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Golf Members vote to terminate this Golf Declaration, the President and Secretary of the Golf Club shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Golf Club at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Golf Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.
- 12.3 **Amendments.** This Golf Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Golf Declaration may be proposed by the

Board of Directors or by written petition of at least one-fourth (1/4) of the voting interests.

- 12.4 **Procedure.** Upon any amendment or amendments to this Golf Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Golf Members not later than the next annual meeting for which proper notice can be given.
- 12.5 **Vote Required.** Except as otherwise provided by law, or by specific provision of this Golf Declaration, including but not limited to Sections 12.7, below, a proposed amendment to this Golf Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least a majority of the voting interests present and voting, in person or by proxy, at a meeting of the membership at which a quorum has been attained, provided that notice of the text of each proposed amendment was sent to the Golf Members with notice of the meeting.
- 12.6 **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Golf Declaration, which certificate shall be executed by officers of the Golf Club with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Golf Declaration was originally recorded.
- 12.7 **Exceptions.** Wherever in this Golf Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the Golf Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action.
- 13 **GENERAL AND PROCEDURAL PROVISIONS.**
- 13.1 **Other Documents.** The Golf Club shall have such rights, powers, duties, and privileges as are set forth in the Golf Club Documents; this Golf Declaration and its provisions shall prevail in all events of conflict.
- 13.2 **Severability.** If any covenant, condition, restriction or other provision of this Golf Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Golf Declaration, all of which shall remain in full force and effect.
- 13.3 **Merger or Consolidation of Associations.** Upon a merger or consolidation of the Golf Club with another corporation as provided by law, the Golf Club's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or CDD, alternatively, retain the rights, obligations and property of the Golf Club as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Golf Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

- 13.4 **Dissolution.** If the Golf Club is dissolved other than by a merger or consolidation as provided for above, each Lot or Living Unit, shall continue to be subject to the assessments provided for in Section 8 of this Golf Declaration, and each Owner shall continue to be personally obligated to the Golf Club or the successor or assigns of the Golf Club (as the case may be) for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Golf Club to properly maintain, operate and preserve it.
- 13.5 **Gender; Number.** Wherever in this Golf Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.
- 13.6 **Notices:**
- (A) **To the Club.** Notices to the Golf Club shall be in writing and delivered or mailed to the Golf Club at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Golf Club.
- (B) **To Owners.** Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.
- 13.7 **Construction.** The provisions of this Golf Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.
- 13.8 **Captions, Headings and Titles.** Captions, headings, capitalization of certain words, and titles inserted throughout the Golf Club Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Golf Club Documents.
- 13.9 **Interpretation.** The Board of Directors of the Golf Club shall be responsible for interpreting the provisions of the Golf Club Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Club legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.
- 13.10 **Applicable Statutes.** The validity, application, and construction of this Golf Declaration and its exhibits shall be governed by the Laws of Florida as they exist on the date of recording this Golf Declaration.

Rights Limited to Express Terms of Golf Club Documents. Every Member of the Golf Club acknowledges that his or her rights, duties or obligations are limited to the express terms of the Golf Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations (Golf Club Documents). Every prospective Member should make his decision to purchase within Bonita National based upon these representations as set out in

the Golf Club Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Declarant unless included in the Golf Club Documents.

EXHIBIT "A"

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