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FIFTH AMENDED AND RESTATED
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
QUAIL WEST
EFFECTIVE AS OF APRIL 2, 2025

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THIS IS A SUBSTANTIAL REWORDING OF THE FOURTH AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR QUAIL WEST ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 6117, PAGE 2901, ET SEQ., OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND AT OFFICIAL RECORD INSTRUMENT NUMBER 2022000133688 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, EACH AS AMENDED.

**FIFTH AMENDED AND RESTATED
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
QUAIL WEST**

THIS FIFTH AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR QUAIL WEST (this "Declaration") is entered into and made effective as of April 2, 2025 (the "**Effective Date**"), by Quail West Foundation, Inc., a Florida not-for-profit corporation (the "**Foundation**" as further defined below).

RECITALS

WHEREAS, the Foundation is a Florida not-for-profit corporation organized for the purpose of managing and operating the residential community known as "Quail West" which is located partially in Lee County and partially in Collier County, Florida ("**Quail West**");

WHEREAS, Quail West Development Company, LLC, a Florida limited liability company ("**QWDC**") and the Foundation recorded that certain SECOND AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR QUAIL WEST on April 20, 2010 in the Public Records of Lee County at Instrument Number 2010000099111 and also recorded the same document on April 21, 2010 in the Public Records of Collier County at Official Records Book 4558, Pages 1473, et. seq., as amended and restated by that certain THIRD AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR QUAIL WEST recorded on June 3, 2020 in the Public Records of Collier County at Official Records Book 5770, Page 1876 and also recorded on June 4, 2020 in the Public Records of Lee County at Instrument Number 2020000127067 (the "**Third Declaration**"), as amended and restated by that certain FOURTH AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR QUAIL WEST recorded on April 26, 2022 in the Public Records of Collier County at Official Records Book 6117, Page 2901, and also recorded on April 21, 2022 in the Public Records of Lee County at Instrument Number 2022000133688 (the "**Fourth Declaration**"); and

WHEREAS, at a duly called special meeting of the members of the Foundation ("**Members**, as further defined below), the Members affirmatively voted to amend and restate the Third Declaration as set forth therein; and

WHEREAS, at a duly called special meeting of the Members held on April 2, 2025, two-thirds (2/3rds) of the votes cast by Members holding Voting Memberships in good standing, in person, by proxy or electronically, or any combination thereof, affirmatively voted to amend and restate the Fourth Declaration as set forth herein; and

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Foundation does hereby declare that the Fourth Declaration shall be amended and restated in its entirety, and that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens hereinafter

set forth, all of which shall run with and be appurtenant to the Property and any part thereof and which shall be binding upon all parties, having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

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

1.1 “**Additional Property**” means any real property that may be submitted by Foundation to the terms and provisions of this Declaration by Amendment which shall be executed by the owner of the Additional Property and need not be joined in by any other Person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by Amendment by the fee owner thereof. In the event any Additional Property becomes encumbered by this Declaration, then, and only then, shall the term Property as used herein also include the Additional Property.

1.2 “**Adjacent Owner**” has the meaning given to such term in Section 5.2.

1.3 “**Amendment**” means any and all amendments to this Declaration, each of which shall be properly adopted pursuant to the terms of the Founding Documents and recorded in the Public Records of either Collier County or Lee County, Florida, or both, if applicable. The failure to number each Amendment consecutively shall not impair their validity hereunder and any such Amendment to the extent not otherwise numbered shall be deemed to have been numbered in chronological order of their appearance in the Public Records of the county in which any such Amendment is recorded.

1.4 “**Annual Member**” shall refer to those Persons who hold an Annual Membership as provided in, and subject to, the Governing Documents.

1.5 “**Annual Membership**” shall have the meaning given to such term in Section 8.2(f).

1.6 “**Approved Plans**” has the meaning given to such term Section 7.9(b).

1.7 “**Architectural Review Board**” or “**ARB**” means the committee created pursuant to Section 7.3.

1.8 “**Articles**” means the Fifth Amended and Restated Articles of Incorporation of the Foundation, a true and correct copy of which being attached hereto as Exhibit B, as the same may hereafter be amended.

1.9 “**Assessment**” means any charge imposed by the Foundation on any or all Members, including, without limitation, Regular Assessments and Special Assessments as authorized by the Founding Documents.

1.10 “**Board of Directors**” or “**Board**” means the Board of Directors of the Foundation.

1.11 “**Bylaws**” means the Fifth Amended and Restated Bylaws of the Foundation, a true and correct copy of which being attached hereto as Exhibit C, as the same may be hereafter be amended.

1.12 “**Certificate**” shall have the meaning given to such term in Section 10.1.

1.13 “**Club Rules and Regulations**” means the use restrictions, rules and regulations governing the use of and activities at the Country Club Facility, as they may be amended by the Board from time to time, in the Board's sole and absolute discretion.

1.14 “**Common Areas**” means all real property, easements and improvements thereon owned, contracted for, leased, or otherwise held by the Foundation for the common use and enjoyment of its Members. Common Areas include, but are not limited to, the Country Club Facility, roadways, gate houses, lakes and Conservation Lands; provided however, only Participating Members are allowed to access and use the Country Club Facilities in accordance with the Founding Documents.

1.15 “**Community-Wide Standard**” means the standard of conduct, maintenance, management, operation, use or other activity generally prevailing throughout the Property, which shall never be lower than the standards established by the ARB for the Property, or lower than the standards of construction and quality required by the ARB for the initial approval and construction of Improvements. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board and/or the ARB from time to time.

1.16 “**Completion of Construction**” shall have the meaning given in Section 7.9(b)(i).

1.17 “**Conservation Buffer Easement**” means an easement granted to the Board of County Commissioners of Collier County and/or Lee County, Florida, or other governmental entity, over any portion of the Conservation Buffer Zone deeded to an Owner, as designated in any plats or replats of the Property. The Foundation shall be responsible for the enforcement of all Conservation Buffer Easements in compliance with all applicable governmental regulations and permits.

1.18 “**Conservation Buffer Zone**” means the 20-foot vegetation buffer required by the PUD, which is located on the side and/or rearmost twenty (20) feet of those platted or replatted Lots whose property line is adjacent to Conservation Lands as designated as such on any plats or replats of the Property. With the exception of exotic vegetation removal, the Conservation Buffer Zone may not be altered from its natural state.

1.19 “**Conservation Lands**” means all areas designated as such on any plats or replats of the Property and shall also include any Conservation Buffer Easements and any Special Preserve Easements. Conservation Lands are required to be kept in their natural state, except for exotic vegetation removal and for Improvements for which permits have been issued by the proper Governmental Authority, so as to prevent destruction of said areas or the alteration of the water flow at variance to the design standard for the Water Management Systems and Drainage Areas.

1.20 “**Costs of Improvements**” means the actual costs of construction of a Home and landscaping a Lot, but shall not include any interest charges, other loan fees or carrying charges, costs associated with the repurchase, attorneys' fees or personal expenses of Owner or its successors-in-title. The Costs of Improvements shall be documented by invoices submitted to the Foundation.

1.21 “**Country Club Facility**” or “**Country Club Facilities**” means the clubhouse, golf course and maintenance lands, and other recreational and social facilities and Improvements constructed on portions of the Common Areas.

1.22 “**Country Club Facility Owner**” means the record holder of fee simple title or ground lessee of the Country Club Facility which, as of the Effective Date, is the Foundation.

1.23 “**Declaration**” means this Fifth Amended and Restated Declaration and General Protective Covenants for Quail West, as the same may hereafter be amended from time to time.

1.24 “**Development**” means the Property and all Improvements located or constructed thereon, and being a part of the overall plan, from time to time existing hereunder and commonly known as “Quail West”.

1.25 “**Dues**” means Regular Assessments and/or Special Assessments relating to the costs of the Foundation associated with the Country Club Facilities which are payable by Participating Members.

1.26 “**Effective Date**” shall have the meaning given to such term the Preamble.

1.27 “**End User**” means a purchaser of a Lot other than a Qualified Builder or Qualified Developer, whether such purchase is from the Foundation or from a Qualified Builder or Qualified Developer.

1.28 “**Entity**” means a corporation, trust, partnership, limited liability company, limited liability partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.29 “**Extended Family Members**” shall have the meaning given to such term in Section 8.3(b)(ii).

1.30 “**Extended Family Privileges**” shall have the meaning given to such term in Section 8.3(b)(ii).

1.31 “**Family Members**” means collectively Immediate Family Members and Extended Family Members.

1.32 “**Foundation**” means Quail West Foundation, Inc., a Florida not-for-profit corporation, which has its principal place of business in Collier County, Florida, its successors or assigns.

1.33 “**Foundation Guest**” has the meaning given to such term in Section 8.2(e).

1.34 “**Founding Documents**” means this Declaration, the Articles, the Bylaws and any and all Rules and Regulations, each as they may be amended, restated or supplemented from time to time.

1.35 “**Golf Facilities**” means the golf courses and golf practice facilities at the Country Club Facility.

1.36 “**Golf Member**” means each Member who holds a Golf Membership as provided in, and subject to, the Founding Documents. Golf Members were formerly known as “Class A Members” and/or “Full Golf Members”.

1.37 “**Golf Membership**” means the class of Membership held by Golf Members which allows full access and use of County Club Facility in accordance with the Founding Documents. Unless the context expressly indicates otherwise, the term Golf Memberships includes both Transferable Golf Memberships and Non-Transferable Golf Memberships, as applicable. Golf Memberships were formerly known as “Class A Memberships” and/or “Full Golf Memberships”.

1.38 “**Governmental Authority**” means the United States of America, and any state, county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court,

legislative body or other instrumentality of the United States of America or any state, county, city or political subdivision thereof.

1.39 “**Grandfathered Until Participating Member**” means each Non-Participating Member who acquired a Lot prior to November 30, 2009 who was not required to, and who did not, acquire a Participating Membership, unless and until such Person acquires a Participating Membership and becomes a Participating Member.

1.40 “**Grandfathered Until Sale Member**” means each Non-Participating Member who acquired a Lot prior to November 30, 2009 who was not required to acquire a Participating Membership, unless and until such Person sells or otherwise conveys such Member’s ownership interest in such Lot.

1.41 “**Guidelines**” shall have the meaning given to such term in Section 7.4(b), as they may be amended by the Board from time to time, in the Board's sole and absolute discretion.

1.42 “**HOA Act**” shall have the meaning given to such term in Section 8.2(h).

1.43 “**Home**” means a residential dwelling constructed on a Lot, which is designed and intended for use and occupancy as a single-family residence.

1.44 “**Honorary Member**” means each Person who holds an Honorary Membership as provided in, and subject to, the Founding Documents.

1.45 “**Honorary Membership**” shall have the meaning given to such term in Section 8.2(g).

1.46 “**House Member**” means each Member who holds a House Membership as provided in, and subject to, the Founding Documents. House Members were formerly known as “Class H Members” and “Class Q-H Members”.

1.47 “**House Membership**” means the class of Membership held by House Members which allows access to the County Club Facility except for use of the golf course and golf practice facilities; provided, however, these Members shall be entitled to full use of the Golf Facilities during the hours designated for House Membership usage from May 16th through October 15th of each year, or such other dates as may otherwise be determined appropriate by the Board from time to time, in each case subject to payment of the applicable fees, and otherwise in accordance with the Founding Documents. Unless the context expressly indicates otherwise, the term House Memberships includes both Transferable House Memberships and Non-Transferable House Memberships, as applicable. House Memberships were formerly known as “Class H Memberships” and “Class Q-H Memberships”.

1.48 “**Immediate Family Member(s)**” shall have the meaning given to such term in Section 8.3(b)(i).

1.49 “**Immediate Family Privileges**” shall have the meaning given to such term in Section 8.3(b)(i).

1.50 “**Improvements**” means all Homes and Structures of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

1.51 “**Institutional Mortgagee**” means (i) any lending institution owning a first mortgage encumbering any Home or Lot, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida, or a national banking association chartered under the laws of the United States of America; (ii) any secondary mortgage market institution, including the Federal National Mortgage Association, Government National Mortgage Association and Federal Home Loan Mortgage Corporation, and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; (iii) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender.

1.52 “**Laws**” means all constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives of any Governmental Authority, and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies or other authorities construing any of the foregoing.

1.53 “**Lot**” means a platted lot, a platted parcel or any quantity of land within the Property which is designated to be used, developed and conveyed as a site for a Home. Unless provided otherwise in this Declaration, the term “Lot” includes any Home constructed on or within the applicable Lot.

1.54 “**Maintenance**” means the upkeep by the Foundation of the Common Areas which are owned, leased or otherwise held by the Foundation. This includes, but is not limited to, maintenance of entrance and interior roadway systems and features, gate house areas, the Country Club Facility, street lighting, signage, lakes, landscaping, Water Management Systems and Drainage Areas, and Conservation Lands. The Foundation shall have the obligation to maintain those areas designated as Conservation Lands and to keep such areas free of debris and exotic and other undesirable vegetation. Each Owner of a Lot which includes land in the Conservation Buffer Zone shall be responsible for maintaining the Conservation Buffer Zone in compliance with all applicable Laws.

1.55 “**Member**” means each Person who holds a Membership as provided in, and subject to, the Founding Documents. References to Members in this Declaration include all categories of Members unless specifically provided otherwise.

1.56 “**Membership**” means a membership in the Foundation in accordance with the Founding Documents and applicable Laws, regardless of the category. Membership does not automatically entitle the Member to use of the Country Club Facility. A Member who desires to use the Country Club Facilities is required to become a Participating Member by acquiring a Participating Membership as provided in, and subject to, the Founding Documents.

1.57 “**Membership Agreement**” shall have the meaning given to such term in Section 8.2(1).

1.58 “**Membership Exchange Program**” means a program offered by the Foundation in which certain Members exchanged their Transferable Memberships for Non-Transferable Memberships in the same category by entering into a Membership Exchange Program Participation Agreement with the Foundation. The parties to each such Membership Exchange Program Participation Agreement shall be bound by the terms and conditions of their agreement. Any individual contractual agreement for the Membership Exchange Program shall be honored by the Foundation in accordance with the terms of the Membership Exchange Program. The Foundation, through action of the Board of Directors, reserves the

right to offer a Membership Exchange Program to Members in the future or to terminate the option for future selection of this program at any time within the sole discretion of the Board of Directors.

1.59 “**Membership Fee**” or “**Initiation Fee**” means the sum of money required to be paid to acquire a Membership as determined by the Foundation from time to time, subject to any applicable limitations, as further provided in Section 8.2. No privileges associated with Membership shall be available to the applicable Member unless and until all, or the applicable portion, of the Membership Fee or Initiation Fee is paid in full to the Foundation or its designee.

1.60 “**Neighborhood**” means any portion of the Property made a part of this Declaration, and to any Additional Property which may in the future be subject to this Declaration, that have been granted Neighborhood status by the Foundation.

1.61 “**Neighborhood Association**” means any property owners' association or other such entity, its successors and assigns, which may be formed or approved by the Foundation for any particular Neighborhood within the Property.

1.62 “**Neighborhood Common Areas**” means any of the Property, including any Improvements and fixtures thereon, owned, leased or the use of which has been granted to a Neighborhood Association for the common use and enjoyment of its Members.

1.63 “**Neighborhood Covenants**” means any and all covenants, conditions, restrictions and other provisions which may be imposed by recorded instrument applicable to any Neighborhood in Quail West.

1.64 “**Non-Participating Member**” means each Member who does not hold a Participating Membership. Non-Participating Members include only the Grandfathered Until Participating Members and Grandfathered Until Sale Members. No other Members may become Non-Participating Members under any circumstances. Non-Participating Members were formerly known as “Class D Members”.

1.65 “**Non-Participating Membership**” means the class of Membership held by Non-Participating Members, formerly known as “Class D Membership”.

1.66 “**Non-Residential Member**” means each Member who holds a Participating Membership but is not an Owner as provided in, and subject to, the Founding Documents. Non-Residential Members were formerly known as “Class C Members”.

1.67 “**Non-Residential Membership**” means the class of Membership held by Non-Residential Members which allows access and use of County Club Facility in accordance with the Founding Documents. Unless the context expressly indicates otherwise, the term Non-Residential Memberships includes both Non-Residential Golf Memberships and Non-Residential House Memberships (as defined in Section 8.2(b)). Non-Residential Memberships were formerly known as “Class C Memberships”.

1.68 “**Non-Transferable**” means a Membership that is neither transferable (other than to the Foundation or the applicable Member’s spouse or Significant Other), nor redeemable, and which shall not be eligible to be placed on the Resign List. Upon resignation or termination of any Non-Transferable Membership, the Membership shall automatically be deemed transferred back to the Foundation and all rights of the Member to use the Country Club Facility shall cease, with no right to any refund from the Foundation, unless specifically provided otherwise pursuant to a Membership Exchange Program Participation Agreement.

1.69 “**Non-Voting Membership(s)**” means the classes of Memberships that have no voting rights, which shall include Preview Memberships, and Honorary Memberships; provided, however, the Board reserves the right to create and define such additional classes of Non-Voting Membership by a Super Majority Vote.

1.70 “**Notice**” shall have the meaning given to such term in Section 10.1.

1.71 “**Owner**” means the record owner, whether one or more Persons, of the fee simple title to any Lot, but not including those having an interest merely as security for the performance of an obligation; provided, however, that if the record owner of any Lot is an Entity, (i) the term Owner shall also include for all purposes of this Declaration the Member associated with such Entity, as set forth in the books and records of the Foundation at the time such Lot is acquired and (ii) any references in this Declaration to Lots held by a Member shall include Lots held by the Entity associated with such Member.

1.72 “**Participating Member**” means each Member who holds either a Golf Membership, House Membership, Non-Residential Membership or any additional class or category of Membership that may be held by a Member which allows access and use of the Country Club Facility as provided in, and subject to, the Founding Documents and as determined appropriate by the Board from time to time.

1.73 “**Participating Membership**” means the classes and categories of Membership which allow access and use of County Club Facility as provided in, and subject to, the Founding Documents.

1.74 “**Person**” means an individual, entity or governmental agency as defined in Chapter 712.01 Florida Statute.

1.75 “**Preview Member**” shall refer to those Persons who hold a Preview Membership.

1.76 “**Preview Membership**” shall have the meaning given to such term in Section 8.2(f).

1.77 “**Property**” means the real property described on Exhibit “A”, all which has become subject to this Declaration, together with any Additional Property which may from time to time be annexed thereto.

1.78 “**Property Rules and Regulations**” means the use restrictions, rules and regulations governing the use of and activities on the Lots and the Property, each as may be amended by the Board from time to time, in the Board's sole and absolute discretion.

1.79 “**PUD**” means Collier County Ordinance No. 90-56 establishing a Planned Unit Development zoning classification, adopted by the Board of County Commissioners of Collier County, Florida, on June 19, 1990, as it has or may from time to time be modified or amended.

1.80 “**PUD Master Development Plan**” means Collier County Resolution No. 91-158 approved by the Board of County Commissioners of Collier County, Florida on February 12, 1991, as it has or may from time to time be modified or amended.

1.81 “**Quail West**” shall have the meaning given to such term in the Recitals.

1.82 “**Qualified Builder**” means an individual or entity which holds and maintains a Florida general contractor's license throughout the period of its ownership of any property in the Development and demonstrates a bona fide and continuous intent to utilize such property in the ordinary course of its construction business.

1.83 “**Qualified Developer**” means an individual or entity which acquires and maintains ownership of at least three (3) Lots, exclusive of their personal residence, and demonstrates a bona fide and continuous intent to develop such property in the ordinary course of its business.

1.84 “**Reasonable**” means the reasonable interpretation determined by the Board from time to time, unless expressly provided otherwise in this Declaration.

1.85 “**Regular Assessment**” means those Assessments based on the adopted budget of the Foundation and payable quarterly in advance on the first day of each January, April, July, and October of each year, as further described in Section 9.3 and elsewhere in the Founding Documents.

1.86 “**Residential Member**” means each Member who holds a Membership and is also an Owner. Residential Members are either Participating Members or Non-Participating Members.

1.87 “**Residential Membership**” means collectively each Membership held by a Residential Member as provided in, and subject to, the Founding Documents.

1.88 “**Resign List**” shall have the meaning given to such term in Section 8.4.

1.89 “**Resigned Member**” shall have the meaning given to such term in Section 8.5.

1.90 “**RPD**” means Lee County Resolution Number Z-02-044 establishing a Residential Planned Development zoning classification, adopted by the Lee County Board of County Commissioners of Lee County, Florida, on October 5, 1992, and recorded October 9, 1992 in the Public Records of Lee County, Florida, as the same has or may be modified and amended from time to time, and as modified, amended, or approved by governing bodies having jurisdiction including the City of Bonita Springs.

1.91 “**Rules and Regulations**” means collectively the Club Rules and Regulations, the Property Rules and Regulations, the Guidelines, or other rules, obligations or restrictions set forth in any of the Founding Documents or otherwise promulgated by the Board in accordance with the Founding Documents, as they may be amended, restated or supplemented by the Board from time to time.

1.92 “**Significant Other**” shall have the meaning given to such term in Section 8.3(b)(i).

1.93 “**Special Assessment**” shall be all Assessments other than Regular Assessments. Special Assessments may be levied by the Foundation for any purpose of defraying any deficiency of funds needed to operate the services and operations of the Foundation including, but not limited to, costs of construction or replacement of any capital improvements, for making up for deficits for any damages that were not insured or underinsured, or to make up for a deficiency in the operating budget of the Foundation, as further described in Section 9.3 and elsewhere in the Founding Documents.

1.94 “**Special Preserve Easement**” means all areas designated as such on any plats or replats of the Property. Special Preserve Easements are required to be kept in their natural state, except for exotic vegetation removal and for improvements for which permits have been issued by the proper Governmental Authority, so as to prevent destruction of said areas or the alteration of the water flow at variance to the design standard for the Water Management Systems and Drainage Areas. The Foundation shall be responsible for the enforcement of all Special Preserve Easements in compliance with all applicable governmental regulations and permits.

1.95 “**Structure**” means any Improvement which is built, constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires

more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words “or part thereof”.

1.96 “**Super Majority Vote**” means a vote of at least three-fourths (3/4) of the Board of Directors.

1.97 “**Transfer Fee**” means the fee to be paid to the Foundation for the reissuance of a Participating Membership by the Foundation to another Member. The Transfer Fee shall be equal to an amount not to exceed ten percent (10%) of the then-current Membership Fee for the applicable Membership as determined by the Board from time to time, provided however, the Transfer Fee for a Golf Membership shall not be less than \$10,000.00.

1.98 “**Transferable**” means a Membership that is transferable through the Foundation, and may be conveyed or reissued by the Foundation incident to or in connection with the purchase or sale of a Member’s Lot.

1.99 “**Violation**” shall have the meaning given to such term in Section 7.41.

1.100 “**Voting Membership**” means the classes of Memberships that have voting rights in accordance with the Founding Documents which include Golf Memberships, House Memberships, Non-Residential Memberships and Non-Participating Members; provided, however, Non-Participating Members shall not be permitted to vote on matters related to the Country Club Facilities. The Board reserves the right to create and define such additional classes of Voting Membership by Super Majority Vote.

1.101 “**Water Management Systems and Drainage Areas**” means the constructed surface and/or underground system and facility for the drainage and/or the storage of surface water and sanitary sewer water throughout Quail West, including Conservation Lands, Special Preserve Easements, lakes and/or ponds, as further defined in Section 7.35.

1.102 “**Working Fund Contribution**” shall have the meaning given to such term in Section 9.3(k).

ARTICLE II

TURNOVER HAS OCCURRED

2.1 Turnover. Turnover of the control of the Foundation previously occurred and the Foundation is currently vested with title to all Common Areas (which by definition includes the Country Club Facility), together with all furnishings and other personal property serving the same.

ARTICLE III

PROPERTY RIGHTS AND FOUNDATION COMMON AREAS

3.1 Members' Common Property Easements. Subject to the provisions of the Founding Documents and any prior use rights granted in the Common Areas, every Member, their successors and assigns, their Family Members and every guest, tenant and invitee of such Member is hereby granted a right and nonexclusive easement of ingress and egress and enjoyment in and to the Common Areas owned by the Foundation subject to the following provisions:

(i) The right of the Foundation to require Persons who desire use and access to the Country Club Facility to become a Participating Member and pay any and all applicable assessments, fees and charges in accordance with the Founding Documents;

(ii) The right of the Foundation to suspend a Member's right to vote, and/or to suspend a Member's right to the use of the Country Club Facility, for any period during which any Assessment or charge of the Foundation remains unpaid, and for a reasonable period during or after any infraction of the Rules and Regulations, including the right of the Foundation to levy a fine against a Member for any infraction of the Rules and Regulations as set forth in Section 7.41;

(iii) The right of the Foundation, without further consent from the Members or their Institutional Mortgagees, to declare, grant and record perpetual easements granting the full free right, power and authority to lay, operate and maintain landscaping, drainage water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other further service facilities or other uses as the Foundation may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all side, front and rear lines of any Lot and along, through, in, over and under all Common Areas. Such easements may benefit the Property or other property not located within Quail West. Further, the Foundation shall have the right to acquire, extend, assign, terminate or abandon such easements;

(iv) The right of the Foundation, and all Persons lawfully on and entitled to occupancy rights on any of the Property and Members with an interest in and to any Property, to have a nonexclusive perpetual right of ingress and egress over and across lands owned by the Foundation subject to this Declaration and the other Founding Documents;

(v) The right of the Foundation to ingress and egress over and across the Property for the purpose of maintaining the Conservation Lands, Conservation Buffer Zones and Special Preserve Easements;

(vi) The right of the Foundation to access over and across all Common Areas, lakes, Conservation Lands, Conservation Buffer Zones and Special Preserve Easements for the purpose of fulfilling all rights or obligations required by various permits issued to the Foundation by any Governmental Authorities;

(vii) The right of the Foundation to borrow money for the purpose of acquiring or improving the Common Areas and in aid thereof to mortgage the Common Areas, subject to any limitations in the Articles;

(viii) The right of the Foundation to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

(ix) The right of the Foundation to convey any unused and/or unneeded surplus Common Areas to Owners, including the Foundation, or to convert any Common Areas to Lots in Quail West without consideration of any kind to the Foundation. The Foundation, in its sole discretion, shall determine what parts of the Common Areas are to be considered unused and/or unneeded surplus lands.

3.2 Delegation of Right.

(a) A Member may delegate its right of use in and to the Common Areas to such Member's Family Members, the residential tenants who reside in a Home on such Member's Lot, and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for, and in accordance with, the Founding Documents.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated its right to use the Common Areas. Any unpaid charge against such Person relating to the Common Areas shall be charged against such Member personally and until paid shall be a lien against the Membership and any Lot(s) held by such Member. Any infraction of the Rules and Regulations by such Person shall be deemed to be an infraction by such Member.

3.3 Conveyance and Use. Any property conveyed, leased, or the use of which has been granted by any third party to the Foundation as a Common Area, 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 Members in accordance with the Founding Documents, or to those parties to which any use right has been granted, unless reconveyed by the Foundation to a third party as provided herein.

3.4 Foundation's Rights and Powers. Subject to the provisions of this Declaration, or any other applicable recorded instrument and the other Founding Documents, the Foundation shall have the right and the power to develop, promulgate and enforce Rules and Regulations for the use and enjoyment of the Common Areas.

(a) The Foundation shall enforce all governmental regulations and monitoring responsibilities in the Conservation Lands and Conservation Buffer Zone.

(b) The Foundation shall have the right and the power to regulate and control the design and appearance of the Common Areas to promote a quality environment which will preserve the value of an Owner's Lot and to foster the attractiveness and functional utility of Quail West as a place to live, work and play, including a harmonious relationship among Homes, vegetation and topography. The Foundation, in its sole discretion, shall determine what constitutes a quality environment and the attractiveness and functional utility of Quail West.

(c) The Foundation shall have the right to receive refunds of deposits or payments made to utility companies or Governmental Authorities, if originally paid by the Foundation.

(d) The Common Areas shall be subject to, and the uses of the Common Areas shall be in conformity with, the provisions of Article VII; provided, however, the Board shall determine the uses allowed on any Common Areas applicable to any property owned by the Foundation, provided the uses are consistent with the functions of the Foundation.

(e) No nuisance or obnoxious or offensive activity shall be conducted or permitted on the Common Areas. The Foundation shall have the right and the power, in the exercise of its reasonable discretion, to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Common Areas which may be or might become a nuisance to Owners and/or Members.

3.5 View Impairment. No Owner shall have any easement for a view or similar right over and across any lake or over any portion of the Country Club Facility including, but not limited to, the golf courses thereon. The Foundation may, in its sole and absolute discretion, add or change the location, configuration, size and elevation of trees, mounds, tee complexes, bunkers, fairways, greens and golf cart paths from time to time, which additions or changes may diminish or obstruct the view from one or more Lots. By acceptance of a deed to a Lot or by ratification of this Declaration, each Owner acknowledges that they do not have any express or implied easements for view or for the passage of light over and across any lake or the Country Club Facility inclusive of its golf courses, and to the extent any such easements may be deemed to exist they are hereby expressly disclaimed.

ARTICLE IV

COUNTRY CLUB FACILITY

4.1 Description and Ownership.

(a) The Foundation shall own, operate and maintain the Country Club Facility for the pleasure, recreation and social benefit of its Members in accordance with the Founding Documents. The use of said facilities shall be limited to Participating Members, and to certain Family Members, guests and invitees, all as provided in the Founding Documents, and to such others as the Foundation shall determine subject to this Declaration and the other Founding Documents. The Foundation shall be responsible for the management and operation of all such Country Club Facilities, including, but not limited to, the golf clubhouse, the golf courses, the tennis facilities, the maintenance facilities, the playgrounds, and the related Common Areas including the lakes, preserves and fountains located within the Development. The Foundation shall maintain these facilities and shall provide for the operation and use of these facilities during normal business hours, in a first-class manner as contemplated in the Founding Documents. Other than seasonal adjustments to operations as at similarly situated country clubs in Florida, there shall be no reductions in service unless approved by a Super Majority Vote of the Board. For purposes of this Section 4.1(a), a “reduction in service” which requires a Super Majority Vote of the Board shall be defined as a reduction in service to the Members which would reduce the use or value of a Membership to a current Member or a prospective Owner. Notwithstanding the foregoing, any facility schedule change or service reduction for a duration of less than 30 days would require only an affirmative vote of a majority of the Board.

(b) No Member shall have any interest in the assets or property of the Country Club Facility except as specifically set forth in the Founding Documents, and no part of the income related to the Country Club Facility shall inure to the benefit of any Member or director or officer of the Foundation, nor shall any Member or director or officer of the Foundation receive remuneration of any kind except that which may be paid as reasonable compensation for services rendered in connection with the Country Club Facility.

(c) Each Member acknowledges that activities involving the Country Club Facility may produce smells and noises that go beyond the boundaries of the Country Club Facility. By acceptance of a deed to a Lot or by ratification of this Declaration, the Owner of a Lot adjacent to the Country Club Facility does hereby acknowledge and consent to said smells and noises emanating from the Country Club Facility.

4.2 Easements. The right of ingress and egress and nonexclusive easements therefor for all lands included in the Country Club Facility is hereby reserved or granted in favor of the Foundation or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

4.3 Country Club Facility Operations. Neither the Foundation nor any Owner may exercise their respective rights under any easement reserved in this Declaration in a manner that would materially and adversely impact the operation of the Country Club Facility.

4.4 Right to Improve Common Areas. The Foundation hereby expressly reserves for itself and for any successor Country Club Facility Owner or the operator of the Country Club Facility, the right to construct Improvements upon the Common Areas and to upgrade the Improvements constructed on the Common Areas, including Lots or Properties now or hereafter owned by the Foundation. For purposes of this Section 4.4, “upgrades” shall include, without limitation, (i) the installation of additional landscaping

and plantings, (ii) the installation and replacement of Improvements and (iii) the replacement of building materials with materials deemed superior by the Foundation, any successor Country Club Facility Owner or operator of the Country Club Facility, in their sole discretion, such as the replacement of asphalt surfaces with decorative brick surfaces. All installations made pursuant to this Section 4.4 shall become Common Areas upon completion. Any and all initial construction and upgrade costs shall be the sole responsibility of the Foundation, successor Country Club Facility Owner or the operator of the Country Club Facility, as applicable, and any and all future Maintenance or replacement costs shall be the responsibility of such Person. All installations made pursuant to this Section 4.4 shall be maintained by the Foundation or successor Country Club Facility Owner, as applicable in accordance with the Community-Wide Standard in which the installations are located, which shall be established for such installations at the time that the installations are conveyed to the Foundation or otherwise deemed to be Common Areas.

4.5 Sale of Country Club Facility. No portion of the real estate constituting the Country Club Facility may be sold without the affirmative vote of no less than an aggregate sixty (60%) percent of the Voting Membership voting at a duly called meeting of the Members called for that purpose.

ARTICLE V

LAKE AND WATER RIGHTS

5.1 Ownership of Lakes. Certain portions of the Property, as designated from time to time by the Foundation, shall constitute "lakes". The lakes subjected to this Declaration were conveyed to the Foundation, which shall be the owner of the lakes for the purposes set forth in this Declaration. The waters, water quality, littoral plantings and Maintenance of such lakes shall be controlled by, and shall be the responsibility of, the Foundation.

5.2 Maintenance of Lake Embankments and Lake Bottoms. The Foundation shall maintain and control the quality of the lakes and shall maintain the embankment from the top edge of such embankment to the lake bottom; provided, however, the Foundation shall not be responsible for maintaining the water level of any lakes. The Foundation shall have the power and right, as it deems appropriate, and subject to applicable public regulations, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any lakes, as well as to maintain any drainage device and/or water devices so as to ensure compliance with applicable governmental regulations as they exist from time to time. The owner of land which lies adjacent to or includes part of the embankment (the "**Adjacent Owner**") shall maintain all land to the top edge of the embankment. Maintenance of the embankment by the Foundation shall be conducted so that the grass, planting or other natural support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If the Adjacent Owner shall fail to maintain the property adjacent to and to the top edge of the embankment, the Foundation shall have the right, but not the obligation, to enter onto the Adjacent Owner's property and perform the maintenance at the expense of such Adjacent Owner, which expense shall be a Special Assessment against such Adjacent Owner and its Lot as provided herein.

5.3 Improvements on Lakes. In the event the Foundation or a Person designated by the Foundation shall construct any bridges, docks or other Improvements which may extend over or into a lake, or shall construct any bulkheads or similar Improvements to support or enhance a lake, the Foundation shall maintain any and all such Improvements in good repair and condition. No Owner, except the Foundation or its designee, shall be permitted to construct any Improvements, permanent or temporary, on, over or under any lakes without the prior written consent of the Foundation, which consent may be withheld for any reason.

5.4 Easements. An Owner's use and access to the lakes shall be subject to and limited by this Declaration and the other Founding Documents. The use of lakes shall be limited solely to fishing from

the banks thereof, and no canoeing, kayaking or recreational boating of any kind is permitted. The Foundation is hereby granted a nonexclusive easement for ingress and egress over the lakes and over any Lot for the purpose of providing the Maintenance required herein.

5.5 Lake Use Restrictions and Covenants. In connection with the use of any lake, the following restrictions shall apply:

(a) No recreational boating of any kind, whether motorized or not, shall be permitted on any lake with the exception of boats authorized or used by the Foundation for Maintenance thereof.

(b) No bottles, trash, cans, grass clippings or other landscape materials, or garbage of any kind or description, shall be placed in any lake.

(c) No activity shall be permitted on any lake which may become an annoyance or nuisance to the adjacent property and the Owners thereof, or which is not allowed by the South Florida Water Management District or any other applicable Governmental Authority. The Foundation's determination of whether any activity constitutes an annoyance or nuisance shall be final.

(d) No Person, except the Foundation, shall have the right to pump or otherwise remove any water from any lake for the purpose of irrigation or other use.

(e) No lake shall be used in conjunction with any business enterprise or public use whatsoever.

(f) Only Owners shall be permitted to fish in the lakes from the banks thereof, and only in areas and during such times as may be designated by the Foundation. No other recreational use of the lakes shall be permitted.

(g) The Board shall be entitled to establish, amend and modify the Rules and Regulations governing the use of the lakes as the Board deems necessary or convenient.

ARTICLE VI

NEIGHBORHOOD ASSOCIATIONS

6.1 Neighborhood. The Foundation reserves the right, in its sole discretion, to grant, from time to time, Neighborhood status to any portion of the Property made a part of this Declaration, and to any Additional Property Foundation may in the future elect to subject to this Declaration.

6.2 Neighborhood Common Areas. The Foundation may contract with a Neighborhood Association, if any, to provide for the operation and maintenance of its Neighborhood Common Areas.

6.3 Priority. The terms and provisions of the Founding Documents, inclusive of the Declaration, shall have priority over all Neighborhood Association documents. In the event of any inconsistency or conflict, the terms of the provisions of the Founding Documents shall prevail.

ARTICLE VII

USE RESTRICTIONS

7.1 General Use Restrictions.

(a) The Property may be used for those purposes as provided in the PUD Master Development Plan and the RPD, as applicable. The PUD and the RPD contain certain provisions which allow various land uses of the Property. The Foundation reserves solely unto itself the right and the power to assign and reassign various land uses to Property, subject to the PUD and the RPD, and to inaugurate and implement variations from, modifications to, and amendments of the PUD and the RPD and any other governmental plans, land development regulations, development orders and development permits applicable to Quail West.

(b) Except for those Lot(s) owned by the Foundation, a Lot may be used for one detached single-family residence and for no other purpose. No business buildings may be erected on a Lot that is not owned by the Foundation and no business may be conducted on any part thereof, nor shall any Lot or portion thereof not owned by the Foundation be used or maintained as a professional office. For clarity, a Lot may be used as a home office provided such use does not generate any additional traffic or commercial activity on the Common Areas.

(c) The provisions of this Section 7.1 shall not restrict the Foundation in its use or occupancy of any Lot.

7.2 Subdivision and Regulation of Land.

(a) No Lot shall be divided or subdivided without the express written consent of the Foundation, who may impose certain requirements on the Owner of such Lot to comply with the provisions of the PUD or the RPD. The Foundation shall assign one (1) Membership for each Lot in accordance with the classes of Membership defined herein, subject to the availability of each such class of Membership. If more than one (1) Lot is used for a single Home, the Foundation may assign one (1) Membership only for the enlarged Lot.

(b) An Owner shall not inaugurate or implement any variation from, modification to, or amendment of the PUD or the RPD or any other governmental plans, land development regulations, development orders or development permits applicable to Quail West, the Property or any Lot without the express written consent of the Foundation.

7.3 Architectural Review Board.

(a) Purpose. The purpose of the ARB is to support the Foundation's mission by ensuring that all Homes in Quail West continue to be at the forefront in high-end golf country club communities.

(b) Members of the ARB. The ARB shall be comprised of no less than three (3) Residential Members. The members of the ARB shall be appointed by the Board using information provided to the Board by the chair of the ARB. Each member of the ARB shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. The Board shall have the right to remove ARB members for any reason and to fill vacancies on the ARB that may exist from time to time. Subject to the foregoing, ARB members shall serve for terms of three (3) years, renewable for up to three (3) additional years. The Foundation, its successors or assigns, shall have the right to change the number of Residential Members on the ARB so long as there are at least three (3) Residential Members serving at all times. The ARB, with Board approval, may utilize the services of a licensed professional hired by the Foundation as a consultant, who may cast a deciding vote as needed, provided such professional has no conflict of interest with respect to the matter under consideration.

(c) Meetings of the ARB. The ARB shall meet from time to time as necessary to perform its duties hereunder. Because of the nature of the ARB review process and the desire to provide Members or Owners with timely responses, ARB members are expected to attend such meetings in person. The ARB may from time to time, by resolution unanimously adopted in writing, designate an ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 7.4(h). In the absence of such designation, the vote of a majority of the members of the ARB shall constitute an act of the ARB.

(d) Compensation of Members. The members of the ARB shall not receive compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties; provided, however, if a licensed professional is hired by the Foundation as a consultant or representative of the ARB, such licensed professional shall be entitled to fair compensation for services rendered as the licensed professional and the Foundation may agree.

(e) Nonliability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized ARB representative, nor the Foundation, shall be liable to the Foundation or to any Owner or any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member of the ARB and then only that member shall have any liability. The ARB's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the Development as a whole. The ARB shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. Furthermore, approval by the ARB of any plans does not excuse any Owner from also receiving approvals as required by all applicable Governmental Authorities.

7.4 Review of Proposed Construction.

(a) Plans and Specifications. The ARB shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any Structure affected thereby will be in harmony with the surrounding Structures and is otherwise desirable. The ARB may also issue rules or Guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Foundation is obligated to maintain, said approval shall also be subject to approval by the Board. The ARB may condition its approval of proposed plans and specifications in such a manner as it deems appropriate including, but not limited to, the approval of any committee charged with oversight or recommendation pertaining to the golf courses as to those Lots bordering a golf course; and may require the submission of additional information prior to approving or disapproving such plans.

(b) Guidelines. The ARB shall establish design and construction guidelines and review procedures (the "Guidelines") to provide guidance to Owners, developers, contractors and builders. The Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, type of construction or use, and unique characteristics of such portion of the Property. It is intended that a portion of the Guidelines that are enacted will provide flexibility and substantial discretion to the ARB and that plans will be reviewed on a case-by-case basis with a variety of architectural styles and finishes being approved for use. Any Guidelines adopted pursuant to this Declaration may be amended at any time subject to Board approval prior to the effectiveness of any such amendments. All such Guidelines shall be published and consistent with the Founding Documents. In the event of any conflict between the Guidelines and the Founding Documents, the terms and provisions of the Founding Documents shall control.

(c) Compliance. All plans and specifications submitted shall comply with the Guidelines and all other recorded covenants, conditions and restrictions applicable to the Property, including, but not limited to, this Declaration, (ii) all requirements of any development order concerning the Property, and (iii) all Laws. If a builder, contractor or developer is noncompliant with the Guidelines or such other covenants, conditions and restrictions, the ARB, on behalf of the Foundation, may assess a penalty per the penalty schedule in the Guidelines.

(d) Lot Views. In its review of proposed plans and specifications of landscape design and materials for Lots, including, but not limited to, all trees and any massed plantings, the ARB will take into consideration the benefit to the Property as a whole, including the effect on lake views and golf course views and golf course play from the perspective of the Country Club Facility, and on views of the Conservation Lands, all at the proposed time of installation and at the time when maximum growth shall have occurred.

(e) Interior Changes. Notwithstanding any provision in this Article VII to the contrary, the approval of the ARB shall not be required for any changes or alterations within any Home if such changes or alterations are not visible from the outside of such Home. All changes and alterations shall be subject, independently, to all applicable Laws.

(f) Inapplicability to Foundation. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by the Foundation shall require the prior approval or any certificate of consent of the ARB.

(g) Inapplicability to Country Club Facility. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by the Foundation or any successor Country Club Facility Owner upon the Country Club Facility shall require the prior approval or any certificate of consent of the ARB.

(h) Variance. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

7.5 Air Conditioners. No window or wall air conditioning units shall be permitted.

7.6 Antennae and Flagpoles. No outside antennae, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennae shall be permitted except as approved in writing by the ARB. A flagpole for display of the American flag or any other flag shall be permitted if first approved by all Governmental Authorities and approved in writing by the ARB as to both its design and location. An approved flagpole shall not be used as an antenna.

7.7 Colors. No exterior colors on any Structure shall be permitted that would, in the judgment of the ARB, be inharmonious or discordant or incongruous with the Development. The initial exterior color of Structures and any later changes thereto must be approved in writing by the ARB in advance.

7.8 Clothes Drying Area. No outdoor clothes drying areas shall be permitted that can be viewed from any other Lot or Common Area, including, but not limited to, the Country Club Facility.

7.9 Construction Requirements for a Structure on an Owner's Lot.

(a) During the period of construction of any Structure, the construction site (defined as a Lot on which a Structure is being built) shall meet all of the requirements of the Guidelines and shall be maintained in a neat and orderly manner.

(b) Construction Requirement. Construction and completion of any and all Improvements shall be performed and completed by each Owner at its sole cost and expense in substantial conformance, in all material respects, with the plans approved by the ARB for such Improvements (the "**Approved Plans**").

(i) For purposes hereof, "**Completion of Construction**" shall have occurred only upon the satisfaction of the following conditions: (a) the Improvements, including, without limitation, all equipment, fittings and fixtures and all exterior painting, landscaping, patios and driveways required to be installed pursuant to the Approved Plans, shall have been substantially completed and installed in substantial conformance, in all material respects, with the Approved Plans and in accordance with all applicable Laws relating to the construction of the Improvements, and that direct connection has been made to all abutting public utilities (including water, electricity, storm and sanitary sewer), as certified in writing by the architect, engineer, or architectural or engineering firm responsible for the creation of the Approved Plans; and (b) permanent certificate(s) of occupancy for the Improvements shall have been issued by the appropriate Governmental Authorities to the Owner, and a copy thereof delivered to the Foundation, and all other certificates, licenses, permits, authorizations, consents and approvals necessary for the full use and occupancy of the Improvements for their intended purposes shall have been issued by the appropriate Governmental Authority to the Owner, and a copy thereof delivered to the Foundation.

(ii) For purposes of this Section 7.9, "**Commencement of Construction**" or "**Commence Construction**" means that (a) a building permit has been issued for the Home by the appropriate jurisdiction, (b) construction of the Home has physically commenced beyond site preparation, and (c) the Home's foundation or slab has been inspected by the ARB.

(iii) Unless specifically waived or modified in writing by the Foundation, Completion of Construction of a Home shall be achieved no later than eighteen (18) months after the Commencement of Construction. The Foundation shall be under no obligation to modify or extend the Completion of Construction deadline for any Home for any reason. Failure of a Home to achieve Completion of Construction no later than eighteen (18) months after Commencement of Construction shall entitle the Foundation to impose such fines or penalties against the Owner for the Owner's failure to do so, which fines or penalties may be secured by a lien on the Owner's Lot to the extent permitted by applicable Laws.

7.10 Driveways and Parking.

(a) All Driveways shall have textured or featured paving with materials and colors approved by the ARB. Driveways may connect to roadways at only two (2) points which have been predetermined by the Foundation.

(b) At such time as the ARB has approved the Owner's site plan, which includes the location of and materials for the driveway, the Foundation shall be responsible for installation of that portion of the driveway that lies within the road right-of-way. The Owner shall be responsible for any and all expenses incurred by the Foundation for such work and the Owner shall be charged by the Foundation accordingly. Notwithstanding the foregoing, the Foundation reserves the right to assign this work to others.

Such assignment, if any, shall be at the Foundation's sole discretion and may or may not include the Owner's general contractor.

7.11 Dwelling Foundation and Grade of Lot. All Homes shall be placed on a masonry foundation. The top of the masonry foundation slab shall be no less than eighteen inches (18") nor more than thirty-six inches (36") above the crown of the road abutting the front of the Lot; provided, however, that this measurement may be increased with the prior written approval of the ARB.

7.12 Dwelling Roofs, Roof Stacks, Vents and Flashing.

(a) All roofing material must be approved by the ARB. The type of material proposed for a Structure must be included in the building plans submitted to the ARB for approval. Asphalt roofs or materials of a similar nature are not allowed.

(b) Roofs shall have a minimum pitch of 5:12 unless otherwise approved in writing by the ARB.

(c) Roof stacks and vents shall be (i) placed so as not to be clearly or readily visible from any street or neighboring Property, (ii) treated and painted with exterior paint to match the roof color and (iii) repainted as often as necessary to maintain the aesthetic appeal of the Development and to meet the Community-Wide Standard.

(d) Any exposed flashing must be made of copper and may not be galvanized steel.

7.13 Dwelling Setback, Size and Height Restrictions.

(a) The determination of all applicable setback lines shall be made by the ARB on a Lot-by-Lot basis subject to the restrictions of the PUD and the RPD. The side setback lines shall apply to the lines bordering adjoining Property owned by others. The ARB shall have the right to impose additional setback requirements for all Lot lines. The approval of setbacks for one Lot shall not be construed as creating any obligation on the part of the ARB to approve such setbacks or similar setbacks for any other Lot. The judgment and determination of the ARB shall be final and binding.

(b) Minimum floor area per Home shall be three thousand square feet (3,000 sq. ft.); or in the case of specific single-family villa home neighborhoods, as identified and approved by the Board, two thousand five hundred square feet (2,500 sq. ft.) and only such areas as are air conditioned shall be included in the square foot computation for minimum floor area. Notwithstanding the foregoing, garages, porches, patios, terraces, swimming pool enclosures and other similar areas and Structures shall not be taken into account in calculating the minimum floor area required.

(c) The building height of a Home shall not exceed forty-five feet (45'). Building height as used herein means the distance measured from the top of the first-floor slab to the highest point of the Home. Chimney heights may exceed the limitation, subject to written approval by the ARB and Governmental Authorities.

7.14 Elevations. In order to enhance the quality of the Development, it is desirable for the Development to have a diverse character. The ARB, in its sole and absolute discretion, shall have the right to reject any plans for the construction of any Improvements submitted to it by or on behalf on any Owner, which the ARB, in its sole and absolute judgment, determines to be substantially similar to any Improvement then already existing in the Development, or already approved by the ARB but not yet constructed.

7.15 Enclosures.

(a) All enclosures, including spa, hot tub and swimming pool enclosures (screened or otherwise), shall be constructed and maintained with compatible design, color and materials as the Home for which it is utilized. No flat-roofed screen enclosures are permitted, unless part of an approved mansard screen enclosure. The sloped portions of the screen enclosure shall have a pitch compatible with the pitch of the roof of the Home to which it is attached.

(b) The location of all swimming pools, enclosures and screens must be approved by the ARB, in writing, prior to construction.

7.16 Entry Rights. Each Owner shall permit the Foundation, or any employee thereof, and members of the ARB to enter upon the Owner's Lot at reasonable times to carry out the provisions of this Declaration, and the same shall not constitute a trespass. Such entry shall include, but not be limited to, the right to use the Owner's water from an outside spigot if used for maintenance of the Owner's Lot, as the case may be. This provision shall not be construed as authorizing the entry into any Home located on any Lot.

7.17 Factory-Built Structures. No Structure of any kind that is commonly known as "factory-built", "modular" or "mobile home" type of construction shall be allowed on a Lot.

7.18 Garages, Carports and Storage Areas.

(a) Each Home shall have a garage which shall accommodate no less than two (2) automobiles. No garage shall have a front access, and all shall be side loading unless otherwise approved in writing, by the ARB, provided however, front access garages shall be allowed in single family villa neighborhoods as an approved design element. Repair of vehicles shall be permitted only inside the garage. All garage doors shall include an automatic closing device and shall be closed when not in use for ingress and egress to the garage. If an Owner shall have a golf cart garage, it too shall be equipped with an electric door opener and shall be closed when not in use for ingress and egress to such golf cart garage.

(b) Carports shall not be permitted.

(c) No enclosed storage area shall be erected which is separated from the Home.

7.19 Garbage, Trash and Refuse. All garbage, trash and refuse shall be placed in containers which must be placed in walled-in, sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Lots. No garbage, trash or refuse containers shall be placed within the front yard of any Lot, or in any right-of-way or street abutting any Lot, and all Lots must provide for removal of garbage, trash and refuse from the garage entry area.

7.20 Golf Carts. A Member may purchase and own a golf cart provided it is stored in such Member's golf cart garage when not in use. An annual trail fee, to be determined by the Board in its sole discretion, shall be charged by the Foundation to any such Member in lieu of cart fees. No Member may utilize their golf cart on any Common Area, inclusive of streets and the Country Club Facility lands, unless and until the Owner has complied with the Rules and Regulations governing the use of golf carts within Quail West.

7.21 Health and Safety Hazards. Any conditions which are deemed by the Foundation to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Foundation and the cost thereof shall be charged to the responsible Owner.

7.22 Landscaping. In order to create a consistent appearance and Community-Wide Standard within the Property (exclusive of the Country Club Facility), including all landscaped and grassed areas on all Lots up to the perimeter edge of the Home, the ARB shall approve all initial and proposed changes in landscape design, all of which shall comply with the Guidelines. Each Owner shall also be obligated to pay for the costs incurred by the Foundation for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. Such costs and expenses, including reasonable costs and expenses of collection, and such fines as may be established by the Foundation from time to time to reimburse the Foundation for the administrative costs incurred thereby or otherwise, shall be a Special Assessment under Section 9.3.

7.23 Lighting. All exterior lighting of a Lot shall be accomplished in accordance with a lighting plan approved, in writing, by the ARB prior to installation. Lighting for landscape, pool, recreation and security purposes shall be designed so as not to be an annoyance to the surrounding residences. Time clock controls may be used.

7.24 Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on any Lot other than that approved and provided by the Foundation at the Owner's expense. Each Owner of a Lot will be assessed for the cost of such items at time of installation by the Foundation.

7.25 Nuisances. Nothing may or shall be done which may be, or may become, an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done which can be reasonably construed to constitute a nuisance, public or private, in nature. The determination of a nuisance shall be made by the Board, which may exercise legal action to correct any nuisance and shall charge the respective Owner the costs of any legal fees and expenses incurred.

7.26 Outdoor Equipment. All oil tanks, bottled gas tanks, swimming pool equipment and housing, air conditioning equipment, and other outdoor equipment, (i) must be placed underground, walled-in or placed in sight-screened or fenced-in areas or (ii) shall be surrounded by landscaping so that they are not visible from adjacent streets or Lots. Non-fixed outdoor game and play structures (including, but not limited to, portable basketball goals, trampolines, soccer nets and the like) are subject to the same location and sight screening requirements of similar fixed structures unless they are stored inside Owner's Home or garage when not in use.

7.27 Pets. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with the Rules and Regulations. Under no circumstances shall a pit bull be permitted on the Property. Any pet must be carried or kept on a leash when outside of a Home or in a fenced-in area. No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet on the Property. An Owner is responsible for the cost of repair or replacement of any Common Areas damaged by his pet. No pets shall be allowed in or on the Country Club Facility unless, and to the extent, required by applicable Laws. Each Owner who determines to keep a pet thereby agrees to indemnify and hold the Foundation harmless against any loss or liability of any kind or character whatsoever arising from, relating to or growing out of such Owner having any animal on the Property.

7.28 Sidewalks. Sidewalks shall be in accordance with the subdivision master plan or as determined by the Foundation and shall be installed by the Foundation at any time, including after

construction of Homes has commenced within the Development. The Foundation shall be responsible for repair and Maintenance of sidewalks. No engine-driven motor vehicle, motorcycle or moped shall be used on the sidewalks. The Foundation shall charge an Owner for any and all damages caused by or derived from any activity related to the Owner.

7.29 Signs. No signs, freestanding or otherwise installed, shall be erected or displayed on any of the Common Areas or an Owner's Lot, unless the placement, character, form, size, lighting and time of placement of such sign is first approved, in writing, by the ARB. Notwithstanding the foregoing, no signs, freestanding or otherwise, indicating that a Home, Lot or personal property is "For Sale", or words to that effect, shall be permitted on the Common Areas or any Owner's Lot, unless in accordance with an established policy of the Board which details the type and location of signs permitted. The prohibition on the use and display of "For Sale" signs do not apply to Foundation or its agents. All signs must conform with governmental codes and regulations and with any master design plans for signs, as may be established by Foundation or the ARB. Notwithstanding anything to the contrary contained in this Section 7.29, subject to approval by the ARB, "Special Permit Boards" shall be permitted.

7.30 Solar Collectors. Subject to the provisions Section 163.04, *Florida Statutes*, the ARB shall have the right to approve the location of and materials used in the construction of solar collectors, taking into account the importance of maintaining the Community-Wide Standard and a high-level aesthetic quality throughout the Development.

7.31 Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARB which include, but are not limited to, the following:

(a) Composition shall be of material thoroughly tested and accepted by the industry for such construction.

(b) Swimming pools, pool decks, and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks. The rear yard setback for the pool edge coping of an open swimming pool shall require prior approval by the ARB. The rear yard setback for patio and terrace slabs and for pool decks shall require prior written approval of the ARB.

(c) Swimming pools shall not be constructed or erected above ground.

7.32 Utility and Other Easements.

(a) Utility Easements.

(i) There is hereby reserved and granted, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Property, those easements shown upon any recorded plat or replat and as may be shown on any future recorded plats or replats of the Property, and there is also hereby reserved within the Property such easements, areas and rights-of-way for such other purposes as the Foundation, in its sole discretion, may in the future determine. Within these easement areas, no Structure, planting or other material (other than sod), which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain unless such Structure, planting or other material was installed by the Foundation and/or approved by the Foundation or the ARB.

(ii) The Foundation hereby reserves the right and the power to declare and file of record, additional easements granting the full free right, power and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and

electric lines, communication lines, cable television lines, and such other and further public service facilities as the Foundation may deem necessary, along, through, in, over, across and under a strip of land up to ten (10) feet in width from all side, front and rear lines of any Lot. The duration of any such easement shall be as set forth in an instrument of record. Said easements and the rights granted therein shall not be inconsistent with the then-existing Improvements on the applicable portions of the Lot.

(b) Non-Exclusive Easements.

(i) All Common Areas are hereby declared to be subject to a perpetual nonexclusive easement in favor of the Foundation in order that its employees and agents may carry out their duties on behalf of the Foundation.

(ii) Notwithstanding anything to the contrary set forth herein, the Foundation reserves the right to grant perpetual nonexclusive easements over the Common Areas for utilities, water, sewer, cable television, drainage or other purposes for the benefit of certain parcels of land in accordance with the PUD or RPD or any other governmental requirements applicable to the Property; provided, however, in connection with any such grant of easement, the Members, or any other Person benefiting from such grant of easement shall pay a pro rata share of the cost of maintaining the Property subject to the easement based upon the relative use thereof by the respective Members or Person.

(iii) A nonexclusive easement is hereby granted for ingress and egress over, across and through all streets for access to and from the Country Club Facility by all Participating Members, their families, guests and invitees thereof, regardless of whether such Members are also Owners. In addition, golf carts meeting the requirements of Section 7.20 may be driven over all streets; provided, however, the Foundation shall have no liability arising from the use of golf carts on the streets. The Foundation may from time to time establish restrictions with regard to age requirements for golf cart operators.

(iv) Easements are hereby reserved throughout the Property by the Foundation for its use and the use of its agents, employees, licensees, tenants and invitees, for all purposes in connection with development, maintenance, operation or sale of any portion of the Property.

(c) Enforcement Easements. Each Owner hereby grants to the Foundation a nonexclusive easement for ingress and egress over the Common Areas and over the Owner's Lot, to enter upon the same at reasonable times to enforce the provisions of this Declaration, and the same shall not constitute a trespass.

(d) Emergency Right of Entry. In case of any emergency originating in, or threatening, any Lot, regardless of whether the Owner is present at the time of such emergency, the Foundation, or any other Person authorized by it, shall have the right, but not the obligation, to enter such Lot for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate.

7.33 Utility Lines. All electric, telephone, cable television, gas and other utility lines must be installed underground.

7.34 Walls and Fences.

(a) No wall or fence shall be constructed, and no hedge or shrubbery abutting the Lot lines shall be permitted without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, length, type, design, composition, material and location shall have first been

approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Where practical, approved walls and fences shall be screened from view by hedge material to prevent a clear view of the rear yard from adjacent properties as prescribed by the ARB. Any dispute as to height, length, type, design, composition or material shall be resolved by the ARB, whose decision shall be final.

(b) No chain link fencing shall be allowed.

(c) No walls, fences, hedges, shrubs or other materials which materially obstruct the view of a lake or the golf course lands which are a part of the Country Club Facility, shall be permitted or approved.

7.35 Water Management Systems and Drainage Areas and Conservation Area Restrictions and Easements.

(a) Water Management Systems and Drainage Areas means lakes, ditches, culverts, lines and constructed surface and/or underground systems and facilities for the drainage and/or storage of surface water. Water Management Systems and Drainage Areas may be entirely located on the Property, but may also be comprised of property owned, managed or operated by the Foundation, or may be comprised of public and/or private easements not located on the Property, provided such areas service all or some portion of the Property on an exclusive or nonexclusive basis. Water Management Systems and Drainage Areas, (i) if the Foundation so elects, may service other property that do not form a part of the Property, or (ii) if the Foundation so determines, may require the service of other property outside of the Property, for which the Foundation may be required to pay a fee. Each Owner and the Foundation shall have a perpetual, nonexclusive easement, right, license and servitude to use the Water Management Systems and Drainage Areas consistent with applicable permits, and subject to the Rules and Regulations applicable to their use. The Foundation, with the consent of the fee owner underlying any part of the Water Management Systems and Drainage Areas that is or is not part of the Property, may reconfigure any such part of the Water Management Systems and Drainage Areas, provided such reconfiguration is in accordance with sound engineering practices and all governmental approvals; provided, however, the perpetual nonexclusive drainage easement rights of each Owner and the Foundation shall, without necessity of additional written documentation, be transferred from the existing Water Management Systems and Drainage Areas to any such revised system. The Foundation may dedicate to any applicable Governmental Authority, all or any part of the drainage lines, structures and facilities which are part of the Water Management Systems and Drainage Areas. The Foundation may execute such instruments as may be necessary or desirable to effect such dedication without joinder or consent of the Owner or the holder of any mortgage or other lien on the Property. The Foundation shall maintain the Water Management Systems and Drainage Areas consistent with all applicable permits, or if the Foundation elects, may contract with third parties of its choosing to maintain the Water Management Systems and Drainage Areas. The cost of maintaining the Water Management Systems and Drainage Areas, inclusive of all monitoring and mitigation expenses, shall be a common expense of the Foundation.

(b) No Structure, planting or other material (other than sod) of any kind shall be constructed, erected or installed, unless constructed, erected or installed by the Foundation, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of a Water Management Systems and Drainage Areas reserved for, or intended by the Foundation to be reserved for, drainage ways, sluice-ways or for the accumulation of run-off waters, as reflected in any plat or replat or instrument of record, without the specific written permission of the Foundation.

(c) An Owner shall in no way deny or prevent ingress and egress by the Foundation to any Water Management Systems and Drainage Areas for Maintenance or landscape purposes. The right of ingress and egress, and easements therefor, are hereby granted in favor of the Foundation, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress, and easements therefor are hereby specifically reserved and created.

(d) No Lot shall be increased in size by the filling in of any water retention or Water Management Systems and Drainage Areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established water retention and Water Management Systems and Drainage Areas that have been or may be created by easement. No Owner may draw water for irrigation or other purposes from any lake, pond or other Water Management Systems and Drainage Areas nor is any boating or swimming in such areas allowed.

(e) The Conservation Lands, Conservation Buffer Zones and Special Preserve Easements may not be altered from their natural state other than to remove exotic vegetation, or to install and maintain Common Area facilities, or to provide the utilities and drainage, as shown on the plat or replat and approved construction plans for each phase. Each Owner of a Lot containing a Conservation Buffer Zone and/or Special Preserve Easement shall retain use of the Conservation Buffer Zone and/or Special Preserve Easement, but the Owner may in no way alter such area from its natural state as provided hereinabove. Activities prohibited within the Conservation Lands, Conservation Buffer Zones and Special Preserve Easements include, but are not limited to, construction or placing of Structures on or above the ground, dumping or placing soils or other substances such as trash, removal or destruction of trees, shrubs or other vegetation, with the exception of exotic vegetation removal, dredging or removal of soil material, diking or fencing, and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

(f) All surface Water Management Systems and Drainage Areas will be the ultimate responsibility of the Foundation. The Foundation may enter any Lot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Foundation; provided however, if such improvements or repairs are necessary due to the action or inaction of a particular Owner(s), the related expense shall be a Special Assessment against such Owner(s) and such Owner's Lot(s) as provided herein.

(g) Nothing in this Section 7.35 shall be construed to allow construction of any new water management facility or alteration of Water Management Systems and Drainage Areas without first obtaining the necessary permits from all applicable Governmental Agencies.

7.36 Leases.

(a) An Owner intending to lease a Home shall give the Foundation written notice of such intention at least thirty (30) days before the intended commencement date of such lease. Such notice shall be on forms as prescribed by the Foundation and shall contain, among other things, the name and address of the intended lessee, a copy of the proposed lease, references of the proposed lessee, and such other information concerning the intended lease as the Foundation may reasonably require. The Foundation shall have the power and authority, but not the obligation to run a credit check and background check on any proposed tenant for the benefit of the Foundation and not that of the Owner. Within fifteen (15) business days after receipt of such notice and information, the Foundation must either approve or disapprove the lease. If approved, the approval shall be stated in a certificate executed by an officer of the Foundation and delivered to the lessee. If disapproved, then the lease shall not be made by such Owner and the Foundation shall have no liability to such Owner for such disapproval. If the Foundation does not notify

the Owner of any such approval or disapproval within such fifteen (15) business day period, such proposed lease shall be deemed disapproved by the Foundation.

(b) The Foundation shall not be required to approve any lease (A) proffered by an Owner who is not current in the payment of all Assessments then due and owing, (B) for a term of less than one hundred eighty (180) days, (C) for the entire Home, or (D) of a Home that has already been leased on more than one (1) other occasion during the calendar year that the proffered lease is to commence.

(c) Any information discovered through the Foundation's credit and background investigation of a prospective tenant is intended solely for the benefit of the Foundation, and an Owner's written notice to the Foundation required in accordance with this Section 7.36 shall constitute such Owner's waiver of any right or interest in such information.

7.37 Foundation's Exculpation. The Foundation may grant, withhold or deny its permission or approval, in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to any Owner or any Person for any reason whatsoever, and any permission or approval granted or denied shall be binding upon such Owners and Persons.

7.38 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, Members and Persons to whom a Member has delegated its right of use in and to the Common Areas, but also to any other Person occupying an Owner's Lot under lease from the Owner, or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitees or guests. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of the Foundation of enforcement of these provisions and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

7.39 Timeshare or Interval Ownership Program. No timeshare plans, fractional plans, exchange programs or clubs, or travel or vacation clubs comprised of a trust, corporation, cooperative, limited liability company, partnership, equity plan, non-equity plan, membership program, or any such other similar programs, structures, schemes, devices or plans of any kind (i) shall be created, established, operated or maintained with respect to the Property or the Lots, or (ii) shall be permitted to incorporate a Lot into such entity, program, structure, scheme, device or plan.

7.40 Trade, Business, and Similar Activities. Garage sales, rummage sales or similar sales, including, without limitation, auctions for the sale of any personal property, or the auction of an Owner's Lot shall be prohibited, unless otherwise allowed by the Foundation in its sole and reasonable discretion.

7.41 Fines for Violation of Infractions. Any Member that is violation of any the obligations or restrictions set forth in this Article VII or the Rules and Regulations shall be subject to any actions available to the Foundation at law or in equity, or both, to redress any failure or refusal to comply with the Rules and Regulations or any of the provisions set forth in Chapter 720, *Florida Statutes*. In addition, in the event any Member or such Member's tenant, guest and/or invitee is in violation of any of the Rules and Regulations or any of the provisions set forth in Chapter 720, *Florida Statutes* (a "**Violation**"), the Foundation shall have the right, but not the obligation, to (i) suspend the rights of such Member and such Member's tenant, guest and/or invitee for a Violation to use the Country Club Facility and/or the Common Areas, (ii) suspend the voting rights of such violating Member for a Violation, and/or (iii) levy a fine for each Violation by such violating Member and/or such violating Member's tenant, guest and/or invitee not to exceed such amounts as the Board may establish from time to time for each such Violation for each day that any Violation continues without any maximum limit, but subject to any limitation established by

applicable Law. Notwithstanding the foregoing, any fine levied against a Member by the Foundation for any Violation shall become a lien against such Member's Lot, if any, to the extent allowed by applicable Laws. Further, in any action to recover any fine levied against a Member for a Violation, the Foundation shall be entitled to collect any and all costs associated with the collection of any such fine, including reasonable attorneys' fees and court costs.

7.42 Applicability of Article. Notwithstanding anything to the contrary in this Declaration, neither the Country Club Facility nor the Foundation or any successor Country Club Facility Owner shall be subject to the provisions of this Article VII.

ARTICLE VIII

VOTING RIGHTS AND MEMBERSHIP

8.1 Voting Rights. The Foundation shall have Voting Memberships and Non-Voting Memberships, and Members holding Voting Memberships in good standing may vote on Foundation matters to the extent permitted in the Founding Documents. The Board, by Super Majority Vote, reserves the right to create and define such additional classes of Membership as the Board, in its sole discretion, may elect, and if the Board should so elect, the Board may amend the Founding Documents to reflect the creation of said additional Memberships without a vote of the Members.

8.2 Mandatory Participating Membership. Every Residential Member, other than a Grandfathered Until Participating Member or a Grandfathered Unit Sale Member, shall be required to purchase and maintain in good standing some level of Participating Membership (as such Membership levels may be determined by the Board, in its sole discretion, from time to time). This requirement shall be a covenant appurtenant to and shall run with the land. Notwithstanding anything to the contrary in the Founding Documents, there shall be only one (1) Participating Membership for each Lot outstanding at any one time. Participating Memberships include:

(a) Golf Membership. There are two (2) different types of Golf Memberships, Transferable and Non-Transferable, as further described below:

(i) Upon the closing of the sale of the Transferable Golf Member's Lot, the Membership shall, at the Member's election either be: (i) transferred through the Foundation to the successor Owner of the Member's Lot subject to payment of any applicable Transfer Fee; (ii) resigned and placed on the Resign List for reissuance by the Foundation to another Owner in accordance with Section 8.4; (iii) converted to a Non-Transferable Non-Residential Golf Membership, if one is available, and thereafter the Member shall have the rights and obligations of a Non-Transferable Non-Residential Golf Member; or (iv) if the Member owns another Lot, retained by the Member in connection with such other Lot.

(ii) Upon the closing of the sale of the Non-Transferable Golf Member's Lot, the Membership shall, at the Member's election either: (i) revert back to the Foundation and all rights of the Member to use the Country Club Facility shall cease, with no right to any refund from the Foundation, unless specifically provided otherwise pursuant to a Membership Exchange Program Participation Agreement; (ii) be converted to a Non-Transferable Non-Residential Golf Membership, if one is available, and thereafter the Member shall have the rights and obligations of a Non-Transferable Non-Residential Golf Member, or (iii) if the Member owns another Lot, retained by the Member in connection with such other Lot.

(iii) The Board may, but is not obligated to, provide alternatives in addition to subsection (i) and subsection (ii) above, as determined necessary and appropriate by the Board from time to time.

(iv) Dues and Assessments. A Golf Member shall be required to pay regular Dues and Special Assessments in the amounts and manner as established by the Board for Golf Members from time to time.

(b) Non-Residential Memberships.

(i) A Non-Transferable Non-Residential Membership may be resigned and reverted back to the Foundation and all rights of the Member to use the Country Club Facility shall cease, with no right to any refund from the Foundation. However, if a Non-Residential Member acquires a Lot, the Membership shall automatically be converted to a Non-Transferable Residential Membership and thereafter the Member shall have the rights and obligations of a Non-Transferable Residential Member.

(ii) Non-Transferable Non-Residential Memberships may be issued with privileges equal to those of Golf Memberships ("Non-Residential Golf Membership") and/or House Memberships ("Non-Residential House Membership"), as determined by the Board from time to time.

(iii) A Non-Residential Member shall be required to pay regular Dues and Special Assessments in the amounts and manner as established by the Board from time to time, for Non-Residential Members holding Non-Residential Golf Memberships and Non-Residential House Memberships, respectively.

(c) Non-Participating Membership.

(i) Failure to meet all of the criteria for Non-Participating Membership shall result in the Member not being a Non-Participating Member, in which event the Member shall be required to obtain a Participating Membership. For clarity, if any Grandfathered Until Sale Member sells or otherwise conveys such Member's ownership interest in the Lot, the purchaser of such Lot shall be required to obtain a Participating Membership. Subject to availability and approval by the Foundations, in its sole and absolute discretion, a Non-Participating Member may elect to acquire a Participating Membership by paying to the Foundation the then-current Membership Fee for the applicable category of Participating Membership and shall become a Participating Member for all purposes.

(ii) A Non-Participating Member shall be required to pay Regular Assessments or Special Assessments in the amount and manner as established by the Board for Non-Participating Members; provided however, Non-Participating Members shall not be required to pay amounts to the Foundation in connection with the Country Club Facility.

(iii) The Foundation shall not issue any new Non-Participating Memberships, and any purchaser of a Non-Participating Member's Lot shall acquire a Participating Membership and become a Participating Member.

(d) House Membership. There are two different types of House Memberships, Transferable and Non-Transferable, as further described below:

(i) Upon the closing on the sale of the Transferable House Member's Lot, the Membership shall, at the Member's election: (i) be transferred through the Foundation to the successor Owner of the Member's Lot; (ii) revert back to the Foundation and all rights of the Member to use the

Country Club Facility shall cease, with no right to any refund from the Foundation; or (iii) be converted to a Non-Transferable Non-Residential House Membership and thereafter the Member shall have the rights and obligations of a Non-Transferable Non-Residential House Member.

(ii) Upon the closing of the sale of the Non-Transferable House Member's Lot, the Membership shall, at the Member's election: (i) revert back to the Foundation and all rights of the Member to use the Country Club Facility shall cease, with no right to any refund from the Foundation, unless specifically provided otherwise pursuant to a Membership Exchange Program Participation Agreement; or (ii) be converted to a Non-Transferable Non-Residential House Membership and thereafter the Member shall have the rights and obligations of a Non-Transferable Non-Residential House Member.

(iii) Notwithstanding the foregoing, a Residential Member may not resign a House Membership except in connection with: (i) the sale of the Member's Lot; or (i) an upgrade of the House Membership to a Golf Membership pursuant to section (iv) below.

(iv) A House Member may upgrade to a Golf Membership upon payment of the then-current Membership Fee, less the amount such Member previously paid to acquire the House Membership, provided a Golf Membership is available. Unless such upgrade occurs, the House Member may only use the Golf Facilities on the days and times permitted for House Members, subject to the Club's Rules and Regulations related to guest usage of the Golf Facilities, and subject to payment of the applicable fees and charges, unless otherwise determined by the Board from time to time.

(v) A House Member shall be required to pay Regular Assessments or Special Assessments in the amount and manner as established by the Board for House Members.

(e) Foundation Guests. In consideration of the Foundation's efforts to continue promoting the development of Quail West, and recognizing the need of the Foundation in this regard, there is hereby reserved unto the Foundation the right, in its sole and absolute discretion, to designate prospective purchasers of Lots and Memberships and/or other designated individuals ("**Foundation Guests**") as the Foundation should so elect. A Foundation Guest shall have the right to use the Country Club Facility to the extent designated by the Board (up to the rights granted to a Golf Member) for a period to be designated by the Board, in its sole and absolute discretion. Each of the Foundation Guests shall be required to pay individual expenses and to comply with the Founding Documents to the same extent as a Golf Member, except that a Foundation Guest shall not be required to pay a Membership Fee, Dues or Assessments. No Foundation Guest shall have the right to sell, assign, or otherwise transfer any of its rights and privileges as a Foundation Guest. A Foundation Guest does not obtain any rights to vote in any Foundation matters.

(f) Annual Membership or Preview Membership. The Foundation reserves the right to offer annual memberships and preview memberships which may be issued only to individuals: (i) who do not own a Lot ("**Annual Membership**"); and (ii) Residential Members considering an upgrade to a Golf Membership ("**Preview Membership**"). Annual Members and Preview Members shall not be required to pay a Membership Fee or Assessments, but shall have all the rights, privileges and other obligations of a Golf Member, including the obligation to pay individual expenses incurred and Dues in the same amount and manner as established by the Board for Golf Members. Each Annual Membership and Preview Membership shall terminate one (1) year from the date of execution of the Member's membership agreement with the Foundation unless the Board votes to continue any such Annual Membership or Preview Membership. No Annual Member or Preview Member shall have the right to sell, assign, or otherwise transfer any of its rights and privileges as a Member. Neither an Annual Membership nor a Preview Membership provides any rights to vote in any Foundation matters.

(g) Honorary Membership. The Foundation believes that there are certain individuals who, either through their prowess in the game of golf, or through their contributions and support to the community in general, will be a valuable asset to the Foundation and will enhance the enjoyment and quality of the Membership experience. Therefore, the Foundation reserves the right to confer upon individuals determined appropriate by the Board an honorary Membership ("Honorary Membership"); provided however, no more than six (6) such Honorary Memberships shall be outstanding at any one time. Honorary Members shall not be required to pay a Membership Fee, Dues or Special Assessments, but shall have all the rights, privileges and other obligations of a Golf Member, including the obligation to pay individual expenses incurred. An Honorary Member shall have the right to use all of the Country Club Facilities to the same extent as a Golf Member. Honorary Memberships may be revoked by the Board at any time and no Honorary Member shall have the right to sell, assign, or otherwise transfer any of its rights and privileges as an Honorary Member. An Honorary Membership does not provide any rights to vote in any Foundation matters.

(h) Suspension and Revocation of Membership Rights. No Member shall have any vested right or privilege in the functions or affairs of the Foundation or to use all or any portion of the Common Areas when such Member's Membership is not in good standing, or after it has been suspended or terminated, except as otherwise required by applicable Laws for ingress and egress to the Member's Lot. A Member shall be considered "not in good standing" during any period of time in which such Member is delinquent in the payment of any Assessment, Membership Fee, Dues or other charges payable to the Foundation. The Foundation may also suspend the voting rights of a Member for non-payment of any amounts payable to the Foundation which is due and unpaid for longer than ninety (90) days. In addition to the foregoing, the Foundation may levy reasonable fines and/or may suspend the right of a Member or a Member's guest, tenant or invitee in accordance with, and to the fullest extent provided in Chapter 720, *Florida Statutes*, as in effect on the date of recording of this Declaration (the "HOA Act") for any violation of the Founding Documents; provided however, a fine or suspension may not be imposed without at least fourteen (14) days' notice to the Member 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 association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, all as further provided in the HOA Act and Article 15.3 of the Bylaws.

(i) Voting. The right to vote on matters relating to the Foundation and the Common Areas, and/or the Country Club Facilities specifically, is determined by the class of Membership a Member holds. "Foundation only" matters relate solely to the Property, exclusive of the Country Club Facilities. Members who are eligible to vote, who are in good standing and whose Membership has not been suspended or terminated, may vote on matters as follows:

Matters Relating to the Foundation and the Country Club Facilities	Matters Relating to the Foundation only	Matters Relating to the Country Club Facilities only (including the election of directors to serve on the Board)
Residential Members that are Participating Members	All Residential Members	All Participating Members

Each Member shall be entitled to one (1) vote for each Voting Membership held by such Member. Thus, an Owner who is a Participating Member in good standing shall have only one (1) vote for both the Lot owned and the Participating Membership. However, in the event a Member owns more than one (1) Lot, such Member shall have one (1) vote per Lot owned. When two (2) or more Persons (other than spouses) hold an interest in any Lot or Voting Membership, as applicable, such Persons shall decide among themselves and advise the Foundation, in writing, which Person shall be designated to cast the votes of the Voting Membership, and only such designated Person shall be entitled to cast the vote.

In no event shall more than one (1) vote be cast with respect to any one (1) Voting Membership.

Notwithstanding anything to the contrary contained in the Declaration, a Member who is not in good standing shall not be permitted to vote on any Foundation or Country Club Facility matters.

In addition to the foregoing and notwithstanding anything to the contrary, a Non-Residential Member may run for an open seat on the Board. However, for fair representation on the Board, the number of Non-Residential Members on the Board shall be limited to one (1) seat on the Board. Thus, Non-Residential Members may run for but may not occupy more than one (1) seat on the Board at any time.

(j) Lessee Privileges. A Residential Member who leases his or her Home for a period of at least one hundred eighty (180) consecutive days may designate the lessee of his or her Home as the beneficial user of the Member’s Membership, subject to the prior approval of the Board in its sole discretion. The lessee must submit an application for lessee privileges, must be approved by the Board and must pay the required administrative fee established by the Board from time to time. During the period when a lessee is the designated user of the Member’s Membership, the lessor Member will not have any Membership privileges but will continue to be obligated to pay Dues and Assessments with respect to such Membership. The Residential Member will also be responsible for the deportment of the lessee and for all charges incurred by the lessee which are not paid by the lessee within the customary billing and collection procedures of the Foundation.

(k) Reciprocal Access Arrangements. The Board may, in its sole discretion, enter into reciprocal use privileges and access agreements with the owners of other recreational facilities as the Board determines appropriate from time to time. The Foundation and/or the owner of the other recreational facilities may charge the Persons permitted to use their respective facilities such additional deposits, fees, dues, or charges for use of their facilities in accordance with the applicable reciprocal agreements. In addition to the foregoing, the Foundation may enter into agreements to purchase memberships at other clubs or to otherwise gain access for Participating Members to use recreational facilities other than the Country Club Facilities upon the terms and conditions determined appropriate by the Board from time to time.

(l) Membership Agreement. Notwithstanding anything to the contrary in this Declaration, the issuance of Participating Memberships is subject to any applicable terms and conditions contained in that certain Amended and Restated Membership Agreement dated as of July 15, 2021 by and among the Foundation, Quail West Development Company, LLC and Quail West Holdings, LLC (the "Membership Agreement") for so long as such Membership Agreement is in effect.

8.3 Restrictions on Membership and Family Use.

(a) Golf Membership. Classes of Membership, as set forth above, have been or are hereby established which are subject to this Declaration and the other Founding Documents and to the jurisdiction and powers of the Foundation, and particularly to the powers of the Foundation to fine, assess and lien Members and Memberships. The combined total number of Golf Memberships and Non-Residential Golf Memberships shall be limited to five hundred (500) that are issued and for which Dues are required to be paid (of which no more than eight percent (8%) shall be Non-Residential Golf Memberships), unless either or both of such limits are increased or decreased by a Super Majority Vote.

(b) Family Members.

(i) Immediate Family Privileges. The spouse or Significant Other, as defined below, of a Member, and all unmarried children under the age of twenty-three (23), residing with the Member, attending school on a full-time basis or in the military ("Immediate Family Member(s)") shall have the right to use of the Membership and shall enjoy all of the rights and privileges of such Member ("Immediate Family Privileges"). The name of each Immediate Family Member eligible for Immediate Family Privileges must be so noted on the Member's Application for Membership. If any change occurs in a Member's marital status or the status of related children living with the Member, such Member must notify the Foundation in writing of any such change, and the Member's Application for Membership shall be revised accordingly. In the event of any dispute, the Member's Application for Membership, as it may be amended from time to time, shall be used for clarification and the Board's determination thereof shall be final. In addition, Immediate Family Members shall also include any "Significant Other", which shall be defined as an individual who is not married who is living with a Member who is not married in the same household as a family unit, provided such individual and Member could legally be married in the State of Florida. A Significant Other shall have the right to use the Country Club Facilities upon designation by the Member, on a yearly basis, and upon payment of a designee fee, to be determined by the Board, in its sole and absolute discretion. The Member may designate only one (1) Significant Other at any one time. The total number of adults who may have Immediate Family Privileges is limited to two (2) adults per Membership, that is, the Member and the Member's spouse or Significant Other, as applicable. Notwithstanding a Member's responsibility to pay all Assessments, Dues, charges and fees associated with such Member's Membership, such Member and such Member's Significant Other shall be jointly and severally responsible for the payment of all charges and fees incurred by the Significant Other. The Board reserves the right to establish such fees and other rules as it may deem appropriate, in its sole and absolute discretion.

(ii) Extended Family Privileges. "Extended Family Member(s)" shall include a Member's and such Member's spouse's or Significant Other's parents, adult children (who are not included in the definition of Immediate Family Members) and grandchildren. Each Extended Family Member shall have the right to use of the Country Club Facilities as a guest of such Member in accordance with such Member's category of Membership upon payment of preferred guest fees and other applicable fees, as determined by the Board, in its sole and absolute discretion, subject to the Club Rules and Regulations pertaining to guests ("Extended Family Privileges"). Extended Family Members shall not be subject to the limitation for use of the Golf Facilities by guests as set forth in the Club Rules and

Regulations. The Board, in its sole and absolute discretion, shall have the right from time to time to modify or terminate Extended Family Privileges and establish rules with respect thereto.

8.4 Resignation of Participating Membership.

Subject to Section 8.6 below, a Participating Member may resign such Member's Participating Membership upon thirty (30) days' prior written notice of such resignation to the Foundation. For clarity, a Residential Member who is required to be a Participating Member pursuant to this Declaration may resign a Participating Membership only if acquiring a Participating Membership in another category. Upon resignation and acquisition of a new category of Participating Membership, the Member shall pay all Assessments, Dues, fees and other charges applicable to the new Participating Membership. Resigned Participating Memberships that are Transferable but are not transferred to the successor owner of the Member's Lot shall be added to a resign list for that category of Membership ("Resign List") with Residential Memberships and Non-Residential Memberships in the same category (i.e. Golf Memberships or House Memberships) on the same list. However, Non-Transferable Memberships are not eligible for placement on a Resign List.

8.5 Repurchase of Transferable Memberships.

(a) The Foundation shall repurchase a resigned Transferable Participating Membership that is not transferred to the successor owner of the Member's Lot only if, and at such time as: (i) the Foundation admits a new Participating Member in the same Membership category as the resigning Member; and (ii) a successor Member has been admitted and has paid in full the Membership Fee currently being charged for the class of such Membership. Accordingly, if a Member resigns such Member's Participating Membership (the "Resigned Member") at a time when the number of such Memberships that are outstanding is less than the maximum number authorized by the Foundation, the resigned Membership shall be listed on the Resign List unless and until the conditions in the preceding sentence have occurred. While the Membership remains on the Resigned List, the Resigned Member shall continue to pay all Assessments, Dues, fees and other charges and individual expenses relating to the Country Club Facilities until the earlier to occur of: (i) the Membership is acquired by a new Member; or (ii) twelve (12) months after the Membership is resigned; and during such time, the Remaining Member shall have the right to use the Country Club Facilities, in accordance with the applicable Membership category, for so long as the Resigned Member continues to pay all amounts due to the Foundation. A resigned Transferable Membership placed on the Resign List will be reissued on a first-resigned, first-reissued basis as follows: (i) during any period of time in which there are less than five hundred (500) Participating Memberships for which Assessments and Dues are required to be paid, every third (3rd) Membership issued in that category (1 in 3) issued by the Foundation will be a Membership from the Resign List, provided there is a resigned Membership on the Resign List; and (ii) during any period of time in which there are five hundred (500) or more Participating Memberships for which Assessments and Dues are timely paid, each Membership issued in that category by the Foundation will be a Membership from the Resign List. Further, the Foundation may, but shall not be obligated to, repurchase a Membership on the Resign List at any other time that the Board determines it is in the best interest of the Foundation to do so. When a Membership on the Resign List is issued by the Foundation, the Foundation shall pay to the Resigned Member an amount equal to the Membership Fee currently being charged for such Resigned Member's category of Membership, less the Transfer Fee and less any amounts due and owing to the Foundation at that time.

(b) The Board shall establish rules and regulations for the management and implementation of the Resign List including, but not limited to, rules concerning the resignation and issuance process for Memberships. Specifically, a Member shall not be permitted to resign solely to establish a position on the Resign List. Continuing to pay Assessments and Dues longer than the twelve (12) months required shall be prima facie evidence of an intent to resign solely to establish a position on

the Resign List, and any such Member shall be removed from the Resign list until the Member actually resigns in accordance with this Declaration.

(c) A Resigned Member shall have the right to vote (provided the resigned Member holds a Voting Membership) for so long as such Resigned Member is current in the payment of all amounts owed to the Foundation. Notwithstanding the foregoing, as set forth more fully in the Bylaws, a Resigned Member shall not be eligible for service on the Board if the Resigned Member no longer holds an active Voting Membership and, in the event such Resigned Member is then serving on the Board, said Resigned Member shall be deemed to have immediately resigned from the Board.

(d) Each Participating Member on the Resign List has an affirmative obligation to keep the Foundation informed of their current contact information at all times. The Foundation shall have no obligation to make a diligent search to locate a resigned Member. Any effort made by the Foundation to locate a Member whose Membership is on the Resign List shall be deemed to be a courtesy only, and not an undertaking or assumption of an obligation to locate a Member. If a Member fails or refuses to keep the Foundation advised of their contact information and if, as a result the Foundation is unable to locate such Member, then the Foundation shall have the right move the Resigned Membership to the last position on the Resign List.

(e) Transfer Fees. Upon the transfer of a Transferable Membership to the successor Owner of the Transferable Member's Lot, the successor Owner of such Lot shall pay the Transfer Fee to the Foundation prior to the Foundation reissuing the Transferable Membership to the successor Owner. Any unpaid Transfer Fee shall be considered an unpaid payment due the Foundation and subject to the lien rights granted the Foundation for such unpaid amount pursuant to Section 9.4.

(f) Qualification for Membership. Membership is subject to approval by the Board in its sole discretion. The final decision on qualification of an applicant for Membership rests solely with the Board, and acceptance of an applicant shall be subject to a satisfactory credit check and background check. Upon notice of acceptance of an applicant, the applicant shall pay the Membership Fee and any other Assessments, Dues and fees and charges associated with such Membership within ten (10) days of the date of said notification, failing which, acceptance shall be null and void.

(g) Transfer. No Member shall have the right to sell, assign, or otherwise transfer its Membership or any of the rights and privileges ascribed thereto to any Person other than the Foundation pursuant to the terms, provisions and limitations contained herein, except as otherwise permitted in accordance with the Founding Documents. The Board shall establish rules and regulations and fees, as it deems necessary and appropriate, related to the transfer of a Membership from one Person to another and from one category of Membership to another. However, upon the death of a Resident Member, such Member's Membership shall automatically pass to the surviving spouse, if any, and if none, the Membership shall be deemed resigned.

(h) Transfer of Lot. In addition to the terms, conditions and restrictions set forth herein regarding notice of proposed transfers of Lots, if any Person acquires title by any means whatsoever, such Person's right to occupy or use the Lot shall be subject to the approval of the Board. For the avoidance of doubt, a sale or other transfer of a majority of the economic or voting control of any Entity that is an Owner shall be deemed to be a transfer of the Lot subject to the approval of the Board. Transfers of a Lot to an estate upon the death of a Member or transfers for estate planning purposes shall be permitted, it being understood that such transfer does not transfer any Membership. The Foundation shall be entitled to rely on the information set forth in the Owner's Application for Membership or such other books and records in its possession to determine whether there has been a sale or transfer of a majority of the economic or voting control of any such Entity. Acceptance of an applicant shall be subject to a satisfactory credit check

and background check, at the discretion of the Board. However, the approval of the Board shall not be denied to any heir or devisee who was the prior Member's lawful spouse at the time of such Member's death.

(i) No Basis for Denial. Membership shall not be denied to anyone on the basis of race, religion, sex, creed, ethnic background or national origin.

(j) Right of Foundation. The Board of Directors shall have the power and authority to promulgate rules and policies incident to the resignation of Memberships, issuance of Memberships, Transfer Fees, payment of any additional Membership Fees, and any other matters pertaining to the change of Membership classifications as a result of the sale or acquisition of Memberships or Lots.

8.6 Mandatory Membership. All Owners (excluding the Foundation, any Qualified Builders or Qualified Developers and Non-Participating Members), and their successors-in-title, must acquire and maintain in good standing a Membership within one of the categories of Participating Membership for each Lot owned. Notwithstanding anything to the contrary contained herein, an Owner of more than one (1) Lot, who combines the Lots so that only one (1) residence may be built thereon pursuant to an agreement acceptable to the Board, shall be required to maintain only one (1) Participating Membership for the combined Lots and may resign any additional Memberships, provided such Owner complies with the agreement approved by the Board. Thereafter, the applicable Owner shall pay the Assessments and Dues for one (1) Lot.

8.7 Temporary Waivers or Deferral of Fees and Assessments. The Foundation acknowledges that Members from time to time acquire more than one Lot with the intent to live in only one Lot but to either (i) renovate the first Lot and live in the second Lot and/or (ii) build or renovate the second Lot and continue to live in the first Lot pending completion of such building or renovation, in either case with the intention of selling the first Lot. Notwithstanding any other provision to the contrary in this Declaration, in these and similar circumstances, the Board may waive Initiation Fees and/or Transfer Fees and waive or defer Dues and Assessments and other costs and expenses of Membership for a limited period of time. Any such waiver or deferrals (including time periods for any deferrals) shall be set forth in a written policy approved by the Board from time to time, which policy shall be applied consistently to all Owners.

ARTICLE IX

FOUNDATION ASSESSMENT AND LIEN RIGHTS

9.1 Determination of Lots Subject to Assessment. All Lots, except those owned by the Foundation, shall be subject to the Assessment and lien rights of the Foundation, as described in this Article IX, upon platting of such Lots and amendment whereby such platted Lots are added to the Declaration by instruments recorded in the Public Records of either Collier County or Lee County, Florida, or both, if applicable, or of any other applicable county in the State of Florida. If a Lot is subdivided, the resultant subdivided Lots shall be subject to a proportionate Assessment and the combined total Assessment shall be equal to the total Assessment amount that would have been assessed against the Lot prior to subdivision.

9.2 Foundation Functions. As more fully described in the Articles, the purpose of the Foundation shall be to operate the Foundation, to exercise its right to enforce the covenants and restrictions contained within this Declaration, and to operate and maintain the Common Areas in an attractive and proper manner and to assess its Members for the expense of such operation and maintenance.

9.3 Assessments.

(a) The Foundation shall have the power to make and collect Assessments against Members to defray the costs, expenses and losses of the Property owned, leased, operated or maintained by the Foundation, including, but not limited to, the Country Club Facility, Conservation Lands, Conservation Buffer Zones and Special Preserve Easements. The Foundation may fix, levy, collect and enforce specific Assessments, Dues, fees and charges for Country Club Facility use or otherwise, including, but not limited to, the imposition of minimum use charges for food and beverage in order to provide appropriate Member use and support. The Assessments levied by the Foundation shall be used exclusively for the purposes set forth in the Founding Documents. The Board shall have the authority to consider current Maintenance costs and needs of the Foundation and to affix Regular Assessments for such costs to be paid by the Members. Each Member hereby covenants and agrees to pay to the Foundation (i) Regular Assessments, Dues or charges, (ii) Special Assessments for capital improvements or other purposes, all as may be fixed, established and collected from time to time by the Board, and (iii) any Special Assessment made against a Member to maintain a Conservation Buffer Zone and/or a Special Preserve Easement within such Member's Lot. The Regular and Special Assessments, together with interest thereon, and costs of collection, including attorneys' fees and costs, shall be a charge on each Lot and shall be a charge against the Membership held by Member and shall be a continuing lien upon the Lot or Membership against which such Assessment is made. Each such Assessment, together with interest thereon, and costs of collection, including attorneys' fees and costs, as hereinafter provided, shall also be the personal obligation of the Person who is the Member at the time the Assessment fell due. Each Member personally covenants and agrees to pay any such obligation coming due prior to or during the time of its Membership and such personal obligations shall survive any conveyance of a Lot or transfer of a Membership subject to the terms and conditions provided herein.

(b) In addition to Regular Assessments, the Foundation may levy, in any Assessment year, one or more Special Assessments applicable to that year for the purpose of defraying any deficiency of funds needed to operate the services and operations of the Foundation, including but not limited to, for the purposes of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Property; for deficits in the event that casualty insurance is insufficient to repair or replace Common Areas, or to make up a deficiency in the operating budget of the Foundation; provided, however the Board of Directors shall not have the power nor authority to incur debt in excess of One Million and 00/100 Dollars (\$1,000,000.00), the exclusive use of which is for purposes of paying for operational expenses of the Foundation, unless imposition of the debt is authorized by a vote of sixty (60%) percent or more of the Voting Members voting at a meeting called for that purpose. Once and if so approved, the Board of Directors shall not have the power nor authority to incur any additional debt of the Foundation, the proceeds of which being utilized exclusively to pay for operational expenses of the Foundation, unless and until approved by a vote of sixty (60%) percent or more of the Voting Members voting at a meeting called for the purpose of approving additional debt in increments of no less than One Million and 00/100 Dollars (\$1,000,000.00). It is the intention of the Membership that the Board seek the consent of the Voting Members to borrow monies in increments of no less than One Million and 00/100 Dollars (\$1,000,000.00) as a disincentive for incurring debt to pay for operational expenses. Nothing herein shall limit or prohibit the Board of Directors from revising or modifying any existing loan indebtedness, or incurring any new loan indebtedness incurred hereafter with Member approval, nor any loan indebtedness hereafter incurred which replaces any existing indebtedness or line of credit so long as the effect thereof does not increase the principal amount of the loan so extended, modified or replaced.

(c) Notwithstanding anything to the contrary set forth in Section 9.3(b) above, the Board of Directors shall not have the power nor authority to levy Special Assessments for any single capital project in excess of the amounts shown below without the approval of no less than sixty (60%) percent of the votes cast at a meeting of the Voting Members called for that purpose:

<u>TYPE</u>	<u>AMOUNT</u>
Special Assessment for Golf Members only	\$1,000,000.00
Special Assessment for Participating Members only	\$1,000,000.00
Special Assessment for Residential Members only	\$1,000,000.00

(d) Notwithstanding the foregoing, the Board of Directors shall have the power and authority to levy Special Assessments without the necessity of a vote of the Voting Members in the event of an emergency, or to pay for costs of repair, Maintenance or renovation of existing facilities; or to pay for the costs of repair, Maintenance or replacement of equipment which the Board deems appropriate in its sole and reasonable discretion, or for purposes of entering into bulk services agreements with utility or other service providers.

(e) The maximum amount of Special Assessment that can levied by the Board without a vote of the Voting Members shall increase by the same percentage as the Consumer Price Index for all Urban Consumers for All Items (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) months, commencing January 1, 2021 and on the 1st day of each and every January thereafter.

(f) In addition to the foregoing, the Board of Directors shall not have the power nor authority to execute contracts for any single capital project in excess of Two Million and Five Hundred Thousand and 00/100 Dollars \$2,500,000.00, nor incur any additional debt in excess of Five Hundred Thousand and 00/100 Dollars \$500,000.00 incident to a single capital project without the approval of no less than sixty (60%) percent of the votes cast at a meeting of the Voting Members held for that purpose. Nothing herein shall limit or prohibit the Board of Directors from renewing or modifying any existing loan indebtedness, or any new loan indebtedness incurred hereafter with Voting Member approval, nor any loan indebtedness hereafter incurred which replaces any existing indebtedness or line of credit, so long as the effect thereof does not increase the principal amount of the loan so extended or modified or replaced.

(g) For that portion of an Assessment which relates to the functions of the Foundation, aside from those relating to the Country Club Facility, the share of each Member of the total Assessment shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots then subject to Assessment. If the Foundation determines that a Lot is to be increased by adding a portion of another Lot, then the Foundation, at the time of sale, shall make a final and binding determination of what amount in excess of one (1) that such Lot shall constitute with regard to the charging of Assessments. For that portion of an Assessment which relates to the functions of the Foundation for the Country Club Facility, the Board at its annual meeting shall set the Dues and fees for the coming year to be charged to Members holding a Participating Membership.

(h) Regular Assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October for that portion of an Assessment which relates to the functions of the Foundation, aside from those relating to the Country Club Facility. Regular Assessments for that portion of the Foundation budget which relates to the functions of the Foundation for the Country Club Facility (i.e., the Dues) shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October. Notwithstanding the foregoing, the Board reserves the right, in its sole discretion, to charge finance charges, and/or charge some or all of the Regular Assessments and Dues in a lump sum annual payment. Special Assessments may be imposed at any time and shall be payable in the manner required by the Board in its sole discretion.

(i) The purpose, exemption from, and nonpayment of Regular Assessments and Special Assessments, and the establishment of annual budgets, shall be as set forth in the Founding Documents.

(j) The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of the Member's obligation to pay any Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget, each Member shall continue to pay the Assessment as established for the previous year.

(k) Each Owner who purchases a Lot for which a Working Fund Contribution has not previously been paid shall make a payment to the Foundation in an amount equal to two (2) months of Regular Assessments applicable to such Lot for the then current fiscal year (the "**Working Fund Contribution**"), which shall be payable at the time legal title is conveyed to such Person. The purpose of the Working Fund Contribution is to assure that the Foundation will have the cash available for operating expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payment of any Assessments and shall have no effect on future Assessments, nor will they be held in reserve. Each Owner shall also pay any applicable Transfer Fee or such other monies as the Board may from time to time prescribe to be paid incident to the sale or transfer of a Lot.

9.4 Assessment and Other Liens.

(a) If any Member fails to pay any Assessment, or make any other payment herein required to be paid to the Foundation, within thirty (30) days of the date of invoice by the Foundation, then the Foundation is hereby granted a lien on: (i) the Member's Lot (if any) and a claim of lien encumbering such Residential Member's Lot may be recorded in the Public Records of the applicable county in accordance with applicable Laws; and (ii) a Member's Membership and a claim of lien encumbering such Membership may be recorded on the books of the Foundation. Any lien so recorded encumbering a Member's Lot or Membership shall secure all sums then due, and all sums coming due thereafter, up to the date of the satisfaction or other discharge of the lien, together with interest at the highest rate permitted under applicable Laws from the date of delinquency, and all costs of collection, including attorneys' fees and costs, which includes those resulting from appellate proceedings, which may be incurred by the Foundation in enforcing such lien and the cost of performing any other work required to enforce compliance with this Article IX. Notwithstanding the foregoing, with respect to any amounts due the Foundation, the Foundation shall have all such lien rights and Assessment rights as set forth in this Section 9.4.

(b) The lien herein granted shall be effective from and after the date of: (i) recording of a claim of lien in the Public Records of either Collier County or Lee County, Florida, or both, if applicable, or as the situation may dictate, any other applicable county in the State of Florida, which claim of lien shall state the description of the property encumbered thereby, the name of the Owner, the amount then due and the date when due; and (ii) recording of a claim of lien against a Membership on the books of the Foundation, which claim of lien shall state the description of the Membership encumbered thereby, the name of the Member, the amount then due and the date when due. A lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid and the lien satisfied or discharged.

(c) The Foundation may bring any action at law against a Member to pay its personal obligations to the Foundation, and it may foreclose the lien against a Member's Lot or suspend or terminate a Member's Membership. A Member against whom any such proceeding is successfully brought shall pay all costs of collection, including all attorneys' fees and costs, which include those resulting from appellate proceedings. In the event of termination of a Membership to satisfy a lien claimed by the Foundation, the Foundation shall have the right, but not the obligation, to sell the Membership and upon such sale, the

Member in default shall receive the amount received by the Foundation from the sale to a new Member less the full amount of all Assessments and Dues then owed to the Foundation, together with expenses, accrued interest and Transfer Fees, and any other sums owed to the Foundation.

(d) No Member may waive or otherwise avoid liability for the payments provided for herein by non-use or abandonment of the Member's Lot or Membership.

ARTICLE X

GENERAL AND PROCEDURAL PROVISIONS

10.1 Notice Procedures for Proposed Sale of Lot and Leasing.

(a) **NOTICE TO THE FOUNDATION.** IN THE EVENT OF A PROPOSED SALE OF A LOT BY AN OWNER, AND EXCLUDING ANY SALE OR TRANSFER PURSUANT TO A DECREE OF FORECLOSURE OR PURSUANT TO ANY PROCEEDING IN LIEU OF FORECLOSURE, THE OWNER SHALL PROMPTLY NOTIFY THE FOUNDATION IN WRITING OF THE PROPOSED SALE WITHIN FIVE (5) DAYS AFTER EXECUTING A PURCHASE AND SALE AGREEMENT AND SHALL PROVIDE (I) THE NAME AND ADDRESS OF THE PROPOSED PURCHASER, (II) THE ESTIMATED CLOSING DATE FOR THE TRANSACTION AND (III) A FULLY COMPLETED AND EXECUTED APPLICATION FOR MEMBERSHIP IN THE FOUNDATION ("**NOTICE**"). SAID APPLICATION MAY INCLUDE CONSENTS TO THE FOUNDATION'S PERFORMANCE OF BOTH A CREDIT CHECK AND BACKGROUND CHECK ON THE APPLICANT, TO WHICH THE APPLICANT SHALL CONSENT. THE FOUNDATION SHALL FURNISH TO THE OWNER AND THE PROPOSED PURCHASER A CERTIFICATE IN WRITING SETTING FORTH WHETHER THE ASSESSMENTS HAVE BEEN PAID (THE "**CERTIFICATE**"). IN ADDITION, THE FOUNDATION SHALL FURNISH TO THE PROPOSED PURCHASER A COPY OF THE DECLARATION AND AMENDMENTS. AS A CONDITION TO THE ISSUANCE OF THE AFOREMENTIONED CERTIFICATE AND PROVIDING THE FOUNDING DOCUMENTS, THE FOUNDATION SHALL BE ENTITLED TO CHARGE AND COLLECT A FEE FROM THE OWNER FOR PROCESSING ANY PROPOSED SALE OR TRANSFER OF A LOT AND SUCH FEE SHALL BE IN AN AMOUNT ESTABLISHED BY THE BOARD FROM TIME TO TIME IN ITS SOLE DISCRETION, SUBJECT TO ANY LIMITATION PROVIDED BY APPLICABLE LAWS. IN THE EVENT THAT THERE ARE UNPAID ASSESSMENTS OWED BY THE OWNER, THE FOUNDATION SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT FOR COLLECTION OF THE ASSESSMENTS AS SET FORTH IN THIS DECLARATION. THE OWNER'S FAILURE TO PAY ALL UNPAID ASSESSMENTS, AND ACCRUED INTEREST THEREON, IF ANY, BEFORE THE CLOSING OF THE SALE OF A LOT MAY RESULT IN THE SUSPENSION OF CERTAIN RIGHTS AND PRIVILEGES PROVIDED TO THE NEW OWNER TO THE EXTENT PERMITTED BY APPLICABLE LAWS. THE FOUNDATION MAY DELEGATE ITS OBLIGATION TO FURNISH SUCH CERTIFICATE AND ITS RIGHT TO COLLECT THE FEE FOR PROVIDING SUCH SERVICE TO A MANAGEMENT COMPANY HIRED BY THE FOUNDATION.

(b) Application for Membership. If any Entity is acquiring a Lot, the Application for Membership shall identify, among other required information, (i) the type of Entity that is acquiring a Lot, (ii) the proposed Member's relationship to such Entity, and (iii) the identity of any Persons owning or controlling a majority of the voting or economic power of such Entity. Upon request of the Foundation, the proposed Member shall provide copies of the underlying organizational documents (including shareholder or similar agreements) for the Entity. The Member shall promptly notify the Foundation if

there is any change in any of the information relating to the Entity set forth in the Application for Membership. From and after the date of this Declaration, Entities may be Owners of Lots, but Memberships will only be issued in the name of an individual.

(c) Failure to Give Notice. If the Owner fails to provide Notice as required pursuant to Section 10.1(a), then any transfer of the Owner's Lot shall be null, and void and the registered Owner shall not be relieved of its responsibility to pay any amounts due and owing to the Foundation in accordance with the Founding Documents and shall remain liable for the payment of all such amounts.

(d) Certificate of Approval. Within thirty (30) days after receiving the required Notice, the Board shall approve or disapprove of the transfer. Said approval may be withheld if, in the reasonable opinion of the Foundation, the applicant has a poor credit history or a propensity or inability to pay their debts timely and when due, or if a background check reveals that the applicant has been convicted or repeatedly accused of criminal behavior involving moral turpitude or sexual misconduct. Any and all such investigations are performed for the benefit of the Foundation, and not for the benefit of the selling Member or any other Members. The Foundation's determination to deny an application shall be determinative and final, and not subject to review. All Members acknowledge and agree that the Foundation shall rely upon third party reports in investigating the background and credit of applicants, and not its own investigation. All Members acknowledge and agree further that no Person other than the Foundation may act in reliance on any such background checks and the Foundation makes no guarantee whatsoever as to any Person approved for Membership. All Members hereby expressly covenant and agree that the Foundation, its employees, agents, contractors and Board and Board committee members shall have no liability whatsoever for any damages that may result from any errors or mistakes in the approval process, including, but not limited to, damages caused by the negligence or gross negligence of the Foundation or any employees, agents, contractors, Board or Board committee members, and forever waive any right to assert such a claim. The Members further agree to hold the Foundation, its employees, agents, contractors and Board and Board committee members harmless, and to indemnify said parties, against any and all losses or damages they may suffer as a result of anyone asserting such a claim. Approval or disapproval of an applicant shall be evidenced in a Certificate (in addition to setting forth whether the Assessments have been paid) and such Certificate shall be executed by an officer of the Foundation. The Certificate shall be recorded, when required, in the Public Records of either Collier County or Lee County, Florida, or both, if applicable, at the transferee's expense.

10.2 Insurance. The Foundation shall maintain insurance on the Property and Common Areas of such types, in such amounts, and with such companies, as the Board deems appropriate.

10.3 Other Documents. The Foundation, and all other Persons provided for herein, or in any applicable recorded instrument, shall have such rights, powers, duties and privileges as set forth herein or in the Founding Documents and other constituent documents of such Person; provided, however, no such Person may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration, which provisions shall prevail in all events of conflict.

10.4 Duration of Restrictions. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Property subject hereto and shall inure to the benefit of the Foundation or any Member subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time these covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by two-thirds ($\frac{2}{3}$) of the Members has been recorded, agreeing to change or termination of these covenants, conditions, restrictions and/or provisions in whole or in part.

10.5 Modification and Amendment of Declaration. Modifications and Amendments to this Declaration may be made from time to time with the affirmative vote of a two-thirds (2/3) of the votes cast by Members holding Voting Memberships in good standing, in person, by proxy or electronically, or any combination thereof, at a duly called meeting of the Members; provided however, only one (1) vote may be cast for each Voting Membership and no Amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Foundation or the Members as provided in this Declaration. The full text of any proposed Amendments shall be included in the notice of any such meeting of the Members. This Declaration is supplemental to and independent of any zoning, present or future, of either Collier County or Lee County, Florida, or both, if applicable, or of any other applicable county, or of any other governmental entity, and no variance or zoning change permitted by the appropriate Governmental Authority shall in any way be construed to reduce or modify the covenants contained herein.

10.6 Acceptance of Declaration by Owners. Each Owner and Member, by accepting an interest in any Lot or Membership, hereby agrees to be bound by all the covenants, conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including attorneys' fees and costs, incurred in the enforcement of any of the provisions of this Declaration.

10.7 Remedies. In the event of a violation or breach of any provision of this Declaration, the Foundation shall have the right to proceed at law, or in equity, to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, covenant, condition or limitation herein contained, however long delayed, shall not be deemed a waiver of the right to do so thereafter.

10.8 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by a final judgment or order of any court of competent jurisdiction, then such ruling shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect. Waivers, omissions, errors, or other allowances, however made, shall not create a precedent or invalidate this Declaration, and no Member shall make a claim for relief based on any prior waiver or omission or error.

10.9 Singular and Plural; Gender. Whenever in this 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.

10.10 Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the PUD and RPD and the purpose set forth herein, including the Recitals.

10.11 Administration. The administration of the Foundation shall be in accordance with the provisions of the Articles and Bylaws.

10.12 Nonliability of Foundation. The Foundation shall not in any way or manner be held liable or responsible for any violation of this Declaration.

10.13 Notices.

(a) To Foundation. Notice to the Foundation, as may be required herein, or in the Bylaws, shall be in writing and delivered or mailed to the Foundation at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Foundation.

(b) To Member. Notice to any Member for Assessments, of a violation of any of these restrictions, or any other notice as may be permitted or required herein, shall be in writing and shall be delivered to the Member at the address shown on the records of the Foundation in any manner permitted pursuant to applicable Laws.

10.14 Interpretation. The Board shall be responsible for interpreting the provisions of this Declaration and the other Founding Documents and of any of the exhibits attached hereto or thereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel to the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

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

10.16 Security. THE FOUNDATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO MAKE THE PROPERTY SAFER THAN IT OTHERWISE MIGHT BE. ADDITIONALLY, THE FOUNDATION MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD THE FOUNDATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE FOUNDATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTIES. THE FOUNDATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ACKNOWLEDGE THAT THE FOUNDATION AND ITS BOARD, DO NOT REPRESENT OR WARRANT THAT: (i) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, SURVEILLANCE SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE FOUNDATION OR THE ARB MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (ii) THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, SURVEILLANCE SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE FOUNDATION, ITS BOARD AND THE ARB, ARE NOT INSURERS, AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THE FOUNDATION, ITS BOARD AND THE ARB, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY MEMBER, OWNER NOR OCCUPANT OF ANY LOT OR HOME, NOR ANY TENANT, GUEST OR INVITEE OF ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE ALARM SYSTEMS, BURGLAR ALARM SYSTEMS, SURVEILLANCE SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

IN WITNESS WHEREOF, the Foundation has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first written above.

Signed, sealed and delivered
in our presence

QUAIL WEST FOUNDATION, INC., a not-
for-profit corporation

[Signature]
Witness #1 (print name below)
ALEXIS CHAFFEE

By: *[Signature]*
Christopher Perini

Address: 5950 BURNHAM RD.
NAPLES, FL 34119

[Signature]
Witness #2 (print name below)
CHARLES BOA

Address: 5950 Burnham rd
Naples FL 34119

ATTEST:

[Signature]
Lisa Walkush, as Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization this 30 day of APRIL, 2025, by Christopher Perini, as President of QUAIL WEST FOUNDATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

[SEAL]

[Signature]
Signature of Notary Public

Julie Cantwell-lee
Name of Notary Printed, Typed or Stamped

My Commission Expires: 11-18-26

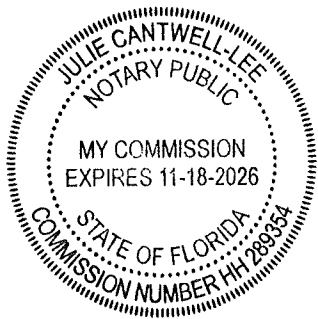


EXHIBIT "A"

PROPERTY

All of Section 7, Township 48 South, Range 26 East, lying East of Interstate I-75, Collier County, Florida.

All of Section 8, Township 48 South, Range 26 East, Collier County, Florida.

The South one-half ($\frac{1}{2}$) of Section 5, Township 48 South, Range 26 East, Lee County, Florida.

EXHIBIT "B"

ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 4, 2025, for QUAIL WEST FOUNDATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H25000043311. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

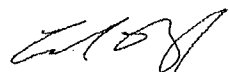
The document number of this corporation is N44113.

Authentication Code: 725A00003015-021225-N44113

-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twelfth day of February, 2025




Secretary of State

**ARTICLES OF AMENDMENT TO FIFTH AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
QUAIL WEST FOUNDATION, INC.
(a Florida Not For Profit Corporation)**

The undersigned hereby certify that by written consent of a quorum of Members of **QUAIL WEST FOUNDATION, INC.**, a Florida not for profit corporation, more than 2/3rds of the Members voted to amend the Fifth Amended and Restated Articles of Incorporation of Quail West Foundation, Inc., a Florida not for profit corporation, filed April 21, 2022, with the Secretary of State, State of Florida, bearing Document Number N44113, as thereafter amended, as follows:

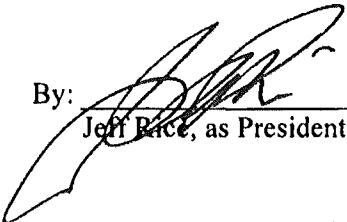
Article 10 is amended and restated as follows:

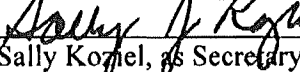
**ARTICLE 10
DIRECTORS AND OFFICERS CONFLICTS OF INTEREST**

No Director, officer or advisory committee member may be present for, participate in any discussion of, or vote to authorize a contract or transaction in which the Director, officer or committee member has a financial interest, whether directly or indirectly. Financial interest in this context shall include, but not be limited to, any interest of a spouse, significant other or immediate family member. Any such interest in a contract or transaction shall be disclosed to the Board or committee by the interested Director, officer or committee member no less than five (5) business days prior to the date such contract is considered, entered into or such transaction occurs, as applicable. When such a conflict of interest exists, the Director, officer or committee member cannot vote on the action (i.e., abstain) and should remove himself/herself from the meeting when the matter comes up on the agenda for discussion and/or vote.

IN WITNESS WHEREOF, the undersigned authorized representatives execute these Articles of Amendment to Articles of Incorporation of Quail West Foundation, Inc., a Florida not for profit corporation, on this 29 day of January 2025.

QUAIL WEST FOUNDATION, INC., a
Florida not for profit corporation

By: 
Jeff Rice, as President

By: 
Sally Kozel, as Secretary



February 12, 2025

FLORIDA DEPARTMENT OF STATE
Division of Corporations

QUAIL WEST FOUNDATION, INC.
5950 BURNHAM ROAD
NAPLES, FL 34119US

Re: Document Number N44113

The Amended and Restated Articles of Incorporation for QUAIL WEST FOUNDATION, INC., a Florida corporation, were filed on February 4, 2025.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H25000043311.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Mary C Malone
Amendment Section
Division of Corporations

Letter Number: 725A00003015

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N44113

Fax Services

→ 8506176580

pg 1 of 9

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H22000143900 3)))



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To: Division of Corporations
Fax Number : (850)617-6388

From: Account Name : NELSON MULLINS RILEY & SCARBOROUGH LLP OF BOCA RATON
Account Number : 076376001555
Phone : (803)255-9617
Fax Number : (561)483-7321

2022 APR 21 AM 8:41
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Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: michelle.tanzer@nelsonmullins.com

COR AMND/RESTATE/CORRECT OR O/D RESIGN
QUAIL WEST FOUNDATION, INC.

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$43.75

A. RAMSEY
APR 22 2022

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SECRETARY OF STATE
TALLAHASSEE, FL

Fax Audit No. H22001439003

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**FIFTH AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
QUAIL WEST FOUNDATION, INC.
(a Florida Not For Profit Corporation)**

The undersigned do hereby certify that at a duly called meeting of the Members of **QUAIL WEST FOUNDATION, INC.**, a Florida not for profit corporation, the Membership voted on [•] [•], 2022, to amend and restate in their entirety the Amended and Restated Articles of Incorporation, filed May 29, 2020, with the Secretary of State, State of Florida, bearing Document Number N44113, as thereafter amended and restated, and by these Fifth Amended and Restated Articles of Incorporation (these "Articles") hereby certify the following:

**ARTICLE 1
NAME AND ADDRESS**

The name of the corporation shall be **QUAIL WEST FOUNDATION, INC.**, a Florida corporation not for profit (the "Foundation") whose principal mailing address is 5950 Burnham Road, Naples, Florida 34119.

**ARTICLE 2
DEFINITIONS**

Capitalized terms used in these Articles shall have the same meanings ascribed to such terms in the Fourth Amended and Restated Declaration and General Protective Covenants for Quail West, as may be further amended from time to time (the "Declaration"), and as recorded in the Public Records of Collier County and Lee County, Florida (the "Counties"), unless the context otherwise requires and so states.

**ARTICLE 3
PURPOSES**

The Foundation is organized for the following purposes:

- (i) To establish a corporate residential community property owner's foundation, which will have the specific purposes and powers described herein, subject to the Founding Documents;
- (ii) To take title to, operate, administer, manage, lease and maintain the Property in accordance with the terms of, and purposes set forth in, the Founding Documents and to carry out the covenants and enforce the provisions of the Founding Documents;
- (iii) To promote the health, safety, aesthetic enjoyment and social welfare of the residents of the Development;
- (iv) To provide for the management, operation and maintenance of the Common Areas and any Improvements which may be placed under the jurisdiction of the

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Foundation pursuant to the Declaration and to any Neighborhood Covenants which may be recorded with respect to any Neighborhood;

- (v) To fulfill all the purposes and to exercise all of the powers stated herein with respect to all Additional Property which may be brought under the jurisdiction of the Foundation; and
- (vi) To enter into leases with third parties to provide services to the Members and, if appropriate in the sole discretion of the Board, to members of the general public including, but not limited to, real estate brokerage services, medical services, and expanded spa or wellness facilities or, if the Board should so elect, the Foundation may operate these services directly.
- (vii) To enforce the provisions of the Founding Documents consistent with the Declaration by whatever legal means are available under Florida law.

ARTICLE 4 GENERAL POWERS

The Foundation shall have and exercise all rights and powers conferred upon corporations under the common law and statutes of the State of Florida consistent with the Founding Documents. In addition, the Foundation shall have all powers and authority reasonably necessary or appropriate to operate and regulate a residential community, subject to the Declaration, including, but not limited to, the following;

- (i) To make and establish the Bylaws and the Rules and Regulations to effectuate the purposes for which the Foundation is organized and to enforce the Bylaws and the Rules and Regulations governing the use of the Common Areas consistent with the Declaration;
- (ii) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby;
- (iii) To enter into, make, perform or carry out contracts of every kind with any Person;
- (iv) To do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles and not forbidden by the Laws of the State of Florida;
- (v) To hold all of the Property deeded to the Foundation in trust for the use and benefit of its Members, provided that the Foundation may dedicate, sell or transfer all or any part of any Common Areas deemed to be surplus to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the Members and consistent with the Declaration;
- (vi) To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles;
- (vii) To fix, levy, collect and enforce any Assessment, dues or other fees or charges for facility use or otherwise, including, but not limited to, the imposition of minimum

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use charges for food and beverage in order to provide appropriate Member use and support of the Club Facilities as authorized by the Founding Documents for the purpose of obtaining funds from its Members to pay for the operational expenses of the Foundation and costs of collection and to use and expend the proceeds of any such Assessments in the exercise of its powers and duties hereunder.

- (viii) To pay taxes and other charges, if any, on or against any property owned, leased, licensed or accepted by the Foundation;
- (ix) To borrow money;
- (x) To maintain, repair, replace, approve, operate and manage the Common Areas and Improvements as may be placed under the jurisdiction of the Foundation, including but not limited to, the Conservation Lands, entrance roads and features, roadways, gate house areas, the Country Club Facility, street lighting, lakes, landscaping, irrigation systems and the Water Management Systems and Drainage Areas;
- (xi) To delegate power as may be deemed in the interest of the Foundation;
- (xii) To enter into a contract with any Person and employ personnel as may be selected by the Board to perform or accomplish any or all of the purposes of the Foundation, under such terms and conditions and for such compensation as the Board may consider in the best interest of the Foundation;
- (xiii) To enter into agreements with a Neighborhood Association, if any, and if necessary, with respect to, but not limited by, those items listed in paragraph (x) above;
- (xiv) To purchase liability insurance for members of the Board and other policies of insurance upon the Property and to use the proceeds from such policies to effectuate Foundation purposes;
- (xv) To approve transfers of ownership of Lots and Memberships in the manner and to the extent provided in the Declaration; and
- (xvi) To enforce any and all covenants, conditions, restrictions and agreements available to the Development, but only insofar as such powers of enforcement are conferred upon the Foundation by the Declaration.

ARTICLE 5 VOTING RIGHTS AND MEMBERSHIP

5.1 Voting Rights. The Foundation shall have the following classes of Voting Membership: Residential Participating Membership, Non-Residential Participating Membership, Grandfathered Until Participating Membership, and Grandfathered Until Sale Membership. The Foundation shall have the following classes of Nonvoting Membership: Annual Membership, Preview Membership, and Honorary Membership. The Board shall have the right to create and define such additional classes of Membership as the Board may elect in its sole discretion. Any Member owning a Voting Membership shall be referred to as a "Voting Member", and any Member owning a Nonvoting Membership shall be referred to as a "Nonvoting Member". The terms, conditions, rights and

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obligations of each class of Membership shall be as set forth in the Declaration, as the same may be amended from time to time, the terms of which being incorporated herein by this reference and, in the case of those classes of Membership as may be created by the Board, as set forth in the applicable resolution of the Board.

5.2 Reciprocal Access Arrangements. The Board may, in its sole discretion, enter into reciprocal use privileges and access agreements with the owners of other club facilities, as the Board determines appropriate from time to time. The Board and/or owners of the club facilities may charge Members such additional membership fee, dues, fees or charges for use of the facilities of the other clubs and/or charge permitted users of such facilities the Membership Fees, Dues, fees or charges for use of the Country Club Facility, as they determine from time to time. The Board shall give the permitted users of the club facilities such privileges as it determines from time to time, and the owners of the other club facilities shall give Members such privileges as such owners determine from time to time. In addition to the foregoing, the Foundation may enter into agreements to purchase memberships providing access to other club facilities in order to provide additional privileges and access to Members, or specific classes of Members, and the Board shall determine the appropriate dues, fees, or charges for access or use of the facilities of the other club facilities, including, but not limited to, a beach access club or facility.

ARTICLE 6 MEMBERSHIP

6.1 Membership.

- (a) Membership. The classes of Membership set forth in the Declaration are or upon creation will be, subject to the Declaration and the other Founding Documents and to the jurisdiction and powers of the Foundation, and particularly to the fine, Assessment and Assessment lien powers of the Foundation.
- (b) Membership Fees. The Board shall have the sole right to determine the Membership Fee for all Memberships.
- (c) Termination. The process for termination of a Membership, and all rights, obligations and effects thereof, are as set forth in the Declaration as the same may be amended from time to time.

6.2 Mandatory Membership. All Owners (excluding only the Foundation and such other Persons as may be exempt pursuant to Section 6.2 of the Declaration), and their successors-in-interest, must acquire and maintain in good standing a Membership within one of the categories of Participating Membership for each Lot owned. Notwithstanding anything to the contrary contained herein, an Owner of more than one (1) Lot, who combines the Lots so that only one (1) residence may be built thereon pursuant to an agreement acceptable to the Board, shall be required to maintain only one (1) Participating Membership for the combined Lots and may resign any additional Memberships, provided such Owner complies with the agreement approved by the Board. Thereafter, the applicable Owner shall pay the Assessments and Dues for one (1) Lot.

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ARTICLE 7 BOARD OF DIRECTORS

7.1 The affairs of the Foundation shall be managed by the Board. The Board shall have power to manage all the affairs of the Foundation and to make all contracts necessary for the proper transaction of its matters pertaining to the care, conduct, control, supervision and management of the Foundation, its finances and the Property, and to make any appropriations for the expenditures of the funds of the Foundation, all as set forth in the Declaration and the Bylaws, as the same may be amended from time to time.

7.2 Each member of the Board ("Director") shall meet the criteria set forth in the Bylaws, as the same may be amended from time to time.

7.3 The Board shall consist of the number provided by the Bylaws.

7.4 The Board shall have the power and authority to levy Regular Assessments, Special Assessments and fines, all as set forth in the Declaration and Bylaws as the same may hereafter be amended. In no event shall the Board have the power and authority to levy Special Assessments in excess of any limitations or caps set forth in the Declaration absent the consent of the Members, as also set forth in the Declaration.

7.5 The Board shall have the right, in its sole discretion, to charge finance charges, and/or charge some or all of the Regular Assessments and Dues in a lump sum annual payment consistent with the Declaration.

7.6 The purpose, exemption from, and nonpayment of Regular Assessments and Special Assessments, and the establishment of annual budgets, shall be as set forth in the Founding Documents.

7.7 The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of the Member's obligation to pay any Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget, each Member shall continue to pay the Assessment as established for the previous year.

7.8 The Directors may, pursuant to the Bylaws, fix the term of office for all Directors; provided, however, all Directors shall continue in office until their successors are duly elected and installed.

7.9 A majority of the Directors currently serving shall constitute a quorum. Except as otherwise specified (such as where a Super Majority Vote is required), the decision of a majority of the Directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the Foundation. Each Director shall be entitled to one (1) vote on every matter presented to the Board. Directors may participate in any meeting of the Board by any means whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

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ARTICLE 8 OFFICERS

The affairs of the Foundation shall be administered by a President, one (1) or more Vice-Presidents, a Secretary and a Treasurer and such other officers as the Board may from time to time deem necessary. Officers need not be Members. All officers, who are not Members, must be an employee of the Foundation. Any two (2) or more offices may be held by the same person except that the offices of President and Secretary and the offices of President and Treasurer may not be held by the same person. The officers shall be elected by the Board at its annual meeting, which shall take place within seven (7) days following the annual meeting of the Members, and each officer shall serve 1-year terms in accordance with the procedures set forth in the Bylaws. The duties of each officer are as set forth in the Bylaws.

ARTICLE 9 INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each and every Director and officer (each an "Indemnitee," and the Directors and/or officers as a group, the "Indemnitees") shall be indemnified by the Foundation against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon such person or persons in connection with any negotiation, proceeding, arbitration, litigation or settlement in which an Indemnitee may become involved by reason of being or having been a Director or officer. The foregoing provisions for indemnification shall apply whether or not such person is a Director or officer at the time such costs, expenses and/or liabilities are incurred. Notwithstanding the foregoing, in the event of any settlement, the indemnification provisions provided in this Article 9 shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Foundation, and in the event an Indemnitee admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of an Indemnitee's duties, the indemnification provisions of this Article 9 shall not apply. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which an Indemnitee may be entitled whether by statute or under common law. No amendment to these Articles which reduces or restricts the indemnity created in this Article 9 may be adopted without the prior consent of each and every Director and officer (whether current or former) affected by such amendment.

ARTICLE 10 DIRECTORS AND OFFICERS CONFLICTS OF INTEREST

No contract or transaction between the Foundation and one or more of its Directors or officers, or between the Foundation and any other corporation, agency, partnership, association or other entity in which one or more of its Directors or officers are directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because such Director or officer is present at or participates in the meeting of the board or a committee of any such corporation, agency, partnership, association or other entity which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer shall incur liability by reason of the fact that such Director or officer is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a

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quorum at a meeting of the Board which authorized the contract or transaction. Notwithstanding the foregoing, any such interest in the contract or transaction shall be disclosed to the Board by the interested Director or officer at least five (5) business days prior to the date such contract is entered into or such transaction occurs, as applicable.

ARTICLE 11 AMENDMENT TO ARTICLES OF INCORPORATION

11.1 Amendments to these Articles shall be proposed by a Super Majority of the Board, and adopted by the affirmative vote of no less than two-thirds (2/3) of the votes cast, in person or by proxy at any annual or special meeting of the Members called for that purpose, provided that the full text of any proposed amendments shall be included in the notice of such annual or special meeting, and provided further that the voting requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provisions, and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Foundation or the Members as provided in the Declaration.

11.2 An amendment shall become effective at the time specified in the amendment documents approved by the Members. The amendment shall be filed with the Secretary of State of the State of Florida and a certified copy recorded in the Public Records either or both of the Counties, as applicable, and in any other applicable county.

ARTICLE 12 DURATION

The term of the Foundation shall be perpetual. In the event of dissolution of the Foundation (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Foundation shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Foundation and its properties in the place and stead of the dissolved Foundation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Foundation and its properties.

ARTICLE 13 DECLARATION

In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

ARTICLE 14 REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Foundation is 5150 Tamiami Trail North, Suite 304, Naples, Florida 34103 and the registered agent of the Foundation at that address shall be Salvatori Law Office, PLLC,

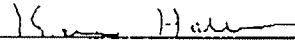
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**ARTICLE 15
AUTHORITY**

These Fifth Amended and Restated Articles of Incorporation were adopted by the Members of the Foundation at a duly called meeting of the Members convened for that purpose, and no further action is necessary to accomplish the changes made.

IN WITNESS WHEREOF, the undersigned, has executed this Fifth Amended and Restated Articles of Incorporation, to be effective the 15th day of APRIL, 2022.

QUAIL WEST FOUNDATION, INC., a
Florida not for profit corporation

By: 
Kevin Hallinan, as President

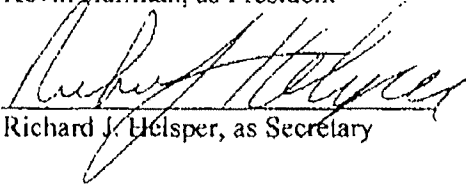
By: 
Richard J. Heisler, as Secretary

EXHIBIT "C"

BYLAWS

The Fifth Amended and Restated Bylaws of Quail West Foundation, Inc. are recorded in Official Records Book 6440, Pages 289 through 302, of the Public Records of Collier County, Florida, and as Official Records Instrument No. 2025000042021, of the Public Records of Lee County, Florida.



Rules and Regulations

Revised October 2025



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PREAMBLE

The Club is committed to providing all Members and their guests with an enjoyable Club experience, and a safe and healthy work environment for our team members. Rules and Regulations (the "Rules and Regulations") are intended to be a guide for the use of the Club Facilities. Terms not otherwise defined in these Rules and Regulations are defined in the most recent Declaration and General Protective Covenants (the "Declaration") for Quail West.

These Rules and Regulations are not intended to deal with all conceivable issues that may be presented for governance and are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the Members, their guests, employees, and all other persons using the Club Facilities. To uphold these standards, Members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club, and reported to the Board of Directors for potential disciplinary action, if necessary.

CLUB MEMBERSHIP

1. The classes of membership, membership programs, voting rights, transfer fees and other membership rights and responsibilities are described in the Founding Documents as the same may be amended or modified from time to time.
2. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

MEMBER CORRESPONDENCE

1. Comments, Compliments, and Critiques should be shared through the website or by e-mailing ccc@quailwest.com. All feedback will be reviewed by the COO/General Manager and shared with the Board of Director's and Leadership Team.
2. Errors in billing charges should be directed to the attention of the accounting office.
3. It is Quail West policy to respect and appreciate our team members. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All employees of the Club are under the supervision of the General Manager and no Member or guest shall reprimand or

discipline any employee, nor shall a Member request an employee to leave the Club Facilities for any reason.

4. Members should not request special services from employees of the Club who are on or off duty, or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members, without prior approval from Club management.
5. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be posted on Club property.
6. Members shall not use the roster or list of Members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a Member.
7. The Club Office will use the mailing addresses indicated on the Membership Agreement. Each Member shall be responsible for informing the Club Office of any changes thereto, where the Member wishes all notices and invoices of the Club to be sent. A Member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club or e-mailed to the address on file. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.
8. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications.

RESIGNATION AND TERMINATION OF MEMBERSHIP

1. A Member may terminate and resign a non-Mandatory membership in the Club by delivering a written notice of resignation to the Club's Membership Office, or as otherwise prescribed by the Board of Director's from time to time. Mandatory Memberships may not be voluntarily terminated by a Member. Resignations of non-Mandatory Memberships in any other manner than by written notice delivered to the Club's Membership Office is of no force and effect unless the Foundation otherwise accepts the resignation in writing. A Membership shall be deemed to have been resigned as of the date the Club receives written notice of the Member's resignation, which receipt of notice shall be required to be confirmed in writing by the Foundation. The Terminating Member shall continue to pay all dues and assessments relating to the Country Club Facility until the Membership is sold; provided, however, such Terminating Member shall only be required to pay all dues and assessments relating to the Country Club Facility for twelve (12) months after the membership is resigned. The 12 month requirement is waived if a golf waitlist exists. Further details regarding resignation and termination are described in the Declaration.
2. No Member shall have the right to sell, assign, or otherwise transfer its Membership or any of the rights and privileges ascribed thereto except to the Foundation, unless such transfer is authorized and approved by the Board of Directors of the Foundation.
3. A property owner in the Foundation who is subject to the mandatory Golf Membership requirement may not resign, except in connection with the sale of the residence or homesite, or except after combining more than one homesite owned by the Member in accordance with the Founding Documents.

Mandatory Golf members are responsible for the payment of dues until the sale of their property is concluded.

4. Notwithstanding any resignation, the Member and his or her spouse shall remain liable for any amounts unpaid on the Member's Club account.

MEMBER DUES AND CHARGES

1. Member dues and Trail fees will be billed on an annual basis and are payable in full upon receipt. Member dues may be billed on a quarterly basis, if so determined by the Board. Dues and Trail Fees are non-refundable.
2. Monthly statements are payable upon receipt and become past due if not paid by the last day of the month in which the statement is rendered. Past due balances will be subject to a late fee charge of 1.5% per month.
3. Members are entitled to Member's Club account charge privileges at the Club so long as their Membership is in good standing.
4. Credit card payments will not be permitted unless otherwise determined by the Club.
5. In the event that amounts owed are not paid by the Member, the account shall be considered delinquent if not paid by the last day of the month in which the statement is rendered. Past due bills may be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. Any such late payment charge shall accrue 30 days from the date of the monthly statement or notice to the Member until the account is paid in full. Past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.
6. If a Member is delinquent in the payment of any sum to the Foundation, the Club may at its option take whatever action it deems necessary to effect collection including, without limitation, suspension or termination of a membership, access and use restrictions, legal action or other actions allowed by the Founding Documents, including the imposition of a lien on the Member's property within the Foundation, the forfeiture of the Member's Golf Membership, or both. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any Member to the Club, the Member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

OFFICIAL RECORDS AND MEMBERSHIP INFORMATION

1. The "official records", as such term is defined by Section 720 of the Florida Statutes, of the Foundation are private, and the information contained therein is intended to be used by and known only to the members, Board of Directors, officers, employees and agents of the Foundation. The information contained in such records, including, but not limited to private and sensitive financial documents and information is not intended for disclosure/dissemination to outside third parties or the public at large.

2. Members that have been provided access to or obtained copies of any records, documents, or other information which may constitute official records of the Foundation in connection with a request for access to and inspection of such official records pursuant to Section 720 Florida Statutes, or otherwise, may not publicly disclose, publish, transmit, publish on any website, social media or other application or forum, or otherwise disseminate to any third party, directly or indirectly, including but not limited to other members, the official records or any information obtained from such records. Any such disclosure, publication, transmission, or other dissemination made by a member in violation of the foregoing sentence shall also be deemed harassment under these Rules and Regulations and shall subject the member to discipline as set forth below, and in the Foundation's Bylaws, and the Declaration, as each such document is amended or restated from time to time.

3. This rule is intended to protect the Foundation's members, Board of Directors, officers, agents, and employees and aims to protect the general health, safety, and welfare of the Foundation's members and to avoid disclosure of confidential or sensitive information and/or any undue embarrassment or harassment. Any violation of this rule, in addition to subjecting the violating member to discipline (including, but not limited to, fines and suspensions) may subject the violating member to actions at law or equity by the Foundation or any injured person for damages or injunctive relief to prevent disclosure or dissemination of private information.

GRATUITIES

1. Quail West does not promote or encourage cash tipping; however, should a member choose to provide an additional cash gratuity for exemplary service, it must be done so discreetly.

2. Valet attendants are not Quail West employees, therefore cash tipping is permitted.

3. The Board has established an Employee Holiday Fund. The Holiday Fund is one of the most meaningful ways our members can show appreciation to the entire staff; those who serve us directly and those who work diligently behind the scenes. To strengthen participation and provide a more consistent and impactful fund, the policy has been updated so that:
 - All members will automatically be enrolled in the Holiday Fund with an annual contribution of \$450 per membership, reviewed annually by the Board of Directors.
 - Members retain full control and may opt out entirely (contribute nothing) or increase or decrease their contribution simply by contacting the Accounting Office via phone or email.
 - The Executive Leadership Team (the COO/General Manager and her direct reports) are excluded from Holiday Fund distributions

HARASSMENT

1. No member or guest shall engage in any conduct that creates an intimidation, hostile or offensive working environment for Club employees, other members or guests. Any form of harassment related to an individual's race, color, religion, sex, national origin, age, citizenship, disability, or handicap is prohibited. For purposes of this policy, the term harassment includes, but is not limited to, sexual advances, requests for sexual favors, and other verbal, graphic, or physical conduct of a sexual nature. It further includes jokes, slurs, or verbal, graphic or physical conduct related to an individual's race, color, religion, sex, national origin, age, citizenship status, disability, or handicap. In addition, no member or guest shall discriminate against any Foundation employee or applicant for employment on the basis of the individual's race, color, religion, sex,

national origin, age, citizenship status, disability or handicap.

2. Any violations of this policy will be submitted to the Board of Director's for appropriate action, which action may include, in addition to a letter of admonition or censure, a suspension or denial of Club privileges for a Member and/or such Member's family for a stated period until such time as the matter has come before the Board for actions as provided in the Declaration.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any Member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the Membership suspended or revoked by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for Membership, (ii) submitting false information on the Membership Agreement, (iii) (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees or (vii) acting in a manner incompatible with the standard of conduct of the existing Membership or which would likely injure the reputation of the Members of the Club.
2. Any Member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such Member desires to be heard, the Club shall set a time and date for a hearing in accordance with the provisions of the Founding Documents. While such complaint is being considered by the Club, the Member shall enjoy the privileges of the Club, unless Membership privileges shall have been suspended by the Club pending the outcome of the hearing. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a Membership and/or, after notice, revoke a Membership for failure to pay in a proper and timely manner, dues, fees or any other amounts owed to the Club.
3. The Club may restrict or suspend some or all of a Member's, family member's and/or guest's Club privileges. If the Club determines that a Member's conduct or the conduct of his or her family or guest is improper, the Club may revoke the Membership, suspend or restrict the Member's Membership privileges, or restrict the use of privileges of the Member's family or guest whose conduct was improper. No Member is entitled, on account of any restriction or suspension, to any refund or reimbursement of any Membership Fee, dues or any other sums paid to acquire or maintain the Membership. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.

In the event that the Club revokes a Membership, the Member's membership privileges shall cease immediately. Any rights and obligations of the Club and the Member regarding a revoked Membership shall be governed by the terms and conditions of the Founding Documents.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member, as a condition of membership, and each guest, as a condition of invitation to the Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon shall be deemed abandoned, and may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every Member of the Club shall be liable for any property damage caused by the Member, any guest or any family member. The cost of such damage shall be charged to the responsible Member's Club account.
3. Any Member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold Quail West Foundation, Inc., a Florida corporation, (the "Foundation"), their affiliates, and their successors and assigns and their respective shareholders, partners, Board of Director's, officers, Members, employees, representatives, agents and Members of the Club's advisory Boards, or committees (collectively, the "Released Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Released Parties.

Any member shall have, owe and perform the same obligation to the Released Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

4. Should any party bound by these Rules and Regulations bring suit against in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with Membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Released Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

GUEST PRIVILEGES

Guests shall abide by all rules and regulations of the Club and the sponsoring Member is responsible for their guest at all times. Guest privileges may be extended under the rules established by the Club. The Club shall establish the rate of guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be limited, denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. The sponsoring Member shall be responsible for all charges incurred by the guest. The sponsoring Member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring

member shall, at the request of the Club, cause such guest to remedy the situation or leave the premises of the Club.

Extended Family Guest: Member children 23 or older, parents, grandparents, and grandchildren of the primary member and his/her spouse or significant other, as described in the Club declarations are considered extended family guests. Extended family guests must be registered with the Club membership office and noted in your Club account.

Extended family guests are limited to a maximum of 20 golf rounds in high season, and are unlimited out of season, based on membership type and start times established by the Pro Shop. High season will be defined yearly by the Golf Pro Shop and is currently October 16th-May 15th. Extended family guest fees apply.

Other Guests: All other guests of golf members other than Extended Family Guests, are limited to six golf rounds in high season, and six times in the off-season irrespective of the sponsoring Golf Member. Tournament rounds do not count toward a guest's six round allocation.

CHILDREN

1. Unless permitted by the Club, children under 12 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
2. Children under the lawful drinking age are not permitted to sit at the Bar of the Cypress Grille.
3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

ATTIRE

The Quail West Dress Code has been a long standing and cherished tradition aimed at preserving tasteful standards of appearance for members and guests. The Dress Code exists to provide members and their guests with a guide to appropriate dress when utilizing Quail West facilities. When unsure of the appropriate attire, members are encouraged to select that of greater formality. The Quail West staff will enforce the Dress Code and notify members whose attire, or that of their guests, is considered inappropriate. Members and guests may be asked to change before utilizing club facilities if not dressed appropriately. Repeated violations of the Dress Code will result in disciplinary action. Your cooperation is both expected and appreciated. Members are required to inform their guests of the attire requirements, and it is suggested to please share these details with all guests, including children, prior to a visit to Quail West so that they may have a pleasant visit to the Club.

MARKETPLACE:

The dress code for this area is more casual and would include Fitness, Tennis, Golf and Lifestyle attire. Length of dresses, skorts, skirts and shorts must always be of a tasteful and respectful length.

Hats, caps and visors are not permitted for men at all times indoors.

The following are strictly prohibited in the Marketplace:

- Overly revealing attire

- Ripped clothing or jeans to include cut-offs, torn denim, and clothing with holes
- Bare midriffs
- Bare feet
- Men's muscle shirts
- Swim attire

CLUBHOUSE AND CYPRESS GRILLE (INCLUDING BAR AND PATIO):

The dress code for these areas is commonly known as Country Club casual. Country Club casual for men is commonly slacks, bermuda style shorts, collared shirts, and plain dress tees. Clean, untornd, dress style denim is also permitted. For women, golf, tennis or lifestyle apparel designated as dresses, skirts, skorts, slacks, shorts, a plain dress tee, polo or shirt. Length of dresses, skorts, skirts and shorts must always be of a tasteful and respectful length.

Hats, caps and visors are not permitted for men at all times indoors. Men's front facing caps are permitted on the Cypress Grille patio for lunch. Women are permitted to wear hats in the Cypress Grille for lunch following play or dress hats at anytime.

Tasteful sports attire is permitted in the Cypress Grille Bar area on Sundays, unless a special event is planned.

The following are strictly prohibited in the Clubhouse and Cypress Grille:

- Overly revealing attire
- Ripped clothing or jeans to include cut-offs, torn denim, and clothing with holes
- Bare midriffs
- Cargo style clothing or sweatpants
- Bare feet unless in the Pool area
- T-shirts with graphic designs (Unless travelling to the Marketplace)
- Men's muscle tanks
- Swim attire, except when travelling from the Locker Rooms to the Pool wearing a cover up

MAHOGANY ROOM AND MAHOGANY TERRACE:

The Mahogany Room and Mahogany Terrace is Quail West's more formal dining venue. Men's attire requires tucked in shirts with collars and slacks/dress pants. Jackets are optional. Ladies dresses, traditional style blouses/tops with dress slacks/pants, skirts or capri are acceptable. Shorts and jeans are not permitted in the Mahogany Room or adjoining Terrace. Flip flops and open toe sandals are not permitted for men, while ladies dress sandals are acceptable.

The following are strictly prohibited in the Mahogany Room and Terrace:

- Overly revealing attire
- Ripped clothing or jeans to include cut-offs, torn denim, and clothing with holes
- Bare midriffs
- Jeans, shorts, cargo style clothing or sweatpants
- T-shirts or mock neck shirts

GOLF:

Attire is for players of all ages and applies to the golf courses, putting green and driving range.

MEN: Shirts with collars or mock turtle neck style with sleeves and slacks or Bermuda shorts (without cargo style pockets) are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up

suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not appropriate golf attire. Shirts must remain tucked in throughout the round. Hats must be worn forward at all times.

WOMEN: Dresses, skirts, slacks, golf shorts and blouses are considered appropriate attire. Women's tops must have either a collar or sleeves or both. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, or other athletic shorts are not appropriate golf attire. All ladies golf apparel sold in the Professional Shop is considered acceptable excluding certain tennis, lifestyle and workout pieces as determined by the Professional Staff.

FITNESS CENTER:

Athletic shoes must be worn at all times in the Fitness Center, unless participating in a group fitness class. Overly revealing workout attire, men's muscle tanks, offensive graphics or wording on t-shirts, cargo style clothing, and items with rips/holes are not permitted. If you are working out with an exposed midriff, please cover up if travelling to the Marketplace or Locker Rooms.

COURT SPORTS:

Proper court sport attire, as determined by the Court Sports Shop, is required at all times. Colors are permitted. Examples of attire not permitted are undershirts, fishnet shirts, cut-offs, blue jeans, bathing suits, slacks and walking shorts. Regulation shoes are required for court sports and shirts must be worn at all times.

COMMUNICATION DEVICES

No member may use a communication device within any Club Facility in a manner which causes a disturbance to other members or guests. Cell phones should be on vibrate at all times. Texting is permitted in all club facilities; however, phone calls should be made outside of all dining areas, spa, fitness center, golf courses/facilities, and events where such a call could cause a disturbance. Video calls are permitted outdoors only and away from recreational play. Talking on the phone on the golf courses should be reserved for emergencies only.

EVENTS, ACTIVITIES, AND DINING

1. Groups larger than 12 will need to contact the Events Manager for a special menu and private dining room.
2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decoration. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.

4. Special events and functions may be scheduled from time to time at the discretion of the Club, and may require and adjustment of the hours of operation to accommodate such events.
5. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
6. Dining room activities for groups will be permitted only with the permission of the Club.
7. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a Member or guest when that Member or guest appears to be intoxicated.
8. All food and beverages consumed on the Club Facilities must be furnished by the Club. Exceptions may be allowed with permission of the Club General Manager in conjunction with specific events or the wine club, where a corkage fee may apply.
9. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the Clubhouse or other designated areas of the Club only with the permission of Club Management.
10. It is contrary to the Club's policy to have its facilities used for functions or fundraising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.
11. In accordance with Florida's Clean Indoor Air Act, smoking is not allowed in enclosed or covered spaces. The Quail West Clubhouse is a non-smoking venue. Upon special request and approval by management for certain member events, smoking may be permitted on the covered terraces of the Clubhouse.
12. Firearms and all other weapons of any kind are not permitted on Club property at any time.
13. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 3:00 p.m. on the day involved. Reservations for special event dining should be made two days in advance and no later than one day in advance.
14. The Club cancellation policy is that any cancellation within 72 hours of an event where food and beverages will be served will be charged to the member account, no matter the reason for the cancellation. Club social events will also be charged to the member account if cancelled within 72 hours should there be no food and beverage component, such as in the event of a concert or other organized activity.
15. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club. The Club may designate a date on which to close reservations for specific events.
16. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will be accommodated if possible.
17. Reservations for dining will be held for only 30 minutes after the reserved time.
18. All plans for dining room activities must be approved by Club management.
19. The Club has the authority to set hours of operations for all facilities and services.

GENERAL GOLF RULES

Regulations governing play on and use of the golf courses and practice facilities are formulated by the Club and may be amended from time to time. It is the responsibility of each member to ensure that he/she and any dependents or guests know and abide by these regulations.

CARE FOR THE COURSE:

All players are responsible for maintaining and improving the condition of the golf course. The Golf Committee and Golf Professional staff encourage all players to leave the course in better condition than which it was found.

- Comply with daily cart instructions.
- Fix any spike marks left on the green.
- Obey all signs on course regarding cart usage or general play.

"RESPECT THE COURSE" INITIATIVE

R - Repair your ball mark and at least one other.

E - Enter/Exit the fairways at 90° and scatter carts.

S - Sand your divot and at least one other.

P - Park all four tires on the cart path around tees and greens.

E - Exit the bunker from the low side and rake thoroughly.

C - Combine carts at all times.

T - Take care of your investment.

USE OF THE COURSE AND PRACTICE FACILITY:

- All groups must check-in with the Starter.
- Under no circumstances are players permitted to start play from residences.
- Players stopping at "the turn" will lose their position on the course.
- Each player must have their own clubs.
- Members and Guests utilizing the Practice Facility must follow the Dress Code Policy.
- Please observe all signage.

STARTING TIMES:

Starting times may be reserved 14 days in advance on Foretees. To serve you and your guest most efficiently, please provide as much information as possible when making the tee time i.e. the number of players, the names of all players, specifics on rental clubs and whether the fees may be put on your account.

PACE OF PLAY:

The Golf Committee and Golf Staff are committed to ensuring an enjoyable pace of play for all Members and Guests. All players at Quail West shall adhere to our Pace of Play standard:

4 HOURS OR LESS FOR A FOURSOME

It is the sole responsibility of each player to see that their group keeps pace with the group in front and maintains the above standard. The course Ranger has the authority to keep play moving for all players' enjoyment.

LIGHTNING:

If lightning is in the area, all play shall cease. The Club has a weather alert system which is programmed to warn golfers of potentially dangerous weather conditions. The system is not intended to be a substitute for the exercise of reasonable judgment on the course, and all golfers are expected to exercise common sense when severe weather, e.g., thunder or lightning, is reported or observed in the area. The warning siren works as follows:

- DANGER, 15 second solid tone

All play is suspended immediately; seek shelter immediately.

- ALL CLEAR, three short horn blasts

Resume golf play with caution. Players expressly assume all risk of injury while on the golf course due to lightning or other adverse weather conditions.

NON-GOLFERS ON COURSE OR CART PATHS:

Non-golfers are not permitted on the golf course property for any reason.

DISCONTINUED PLAY POLICY:

When less than three holes played – full 18 hole credit; less than 12 holes played – nine hole credit.

HOURS OF PLAY

The hours of play and Golf Shop hours shall be posted in the Golf Shop. The Golf Shop shall determine when the golf courses are fit for play.

GOLF STARTING TIMES

1. Starting times may be made online 24/7 or by phone or in person during Golf Shop hours.
2. Players who fail to cancel their starting time 24 hours prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time.
3. Members should notify the Golf Shop of any cancellation as soon as possible.

HOUSE MEMBER GOLF PRIVILEGES

As a House Member at Quail West, you have access to a variety of golf amenities tailored to enhance your experience at the club. We've outlined some key privileges and guidelines to help you make the most of your membership.

1. Each House Membership may play six times during the in-season period (October 16 - May 15). They are charged the member guest fee for those rounds and may ONLY use the range in conjunction with those rounds. This is not per person but per family.
2. In season, House Members may NOT host Guests to play golf.
3. In the off-season (May 16 to October 15), House Members may use the practice facilities and the golf courses as much as they like and will only be charged the applicable cart fee for their round.
4. House Members that are not playing with a Golf Member must play after 10am "in-season."
5. House Members may make a tee time 7 days in advance in season.
6. House Members may pay a Trail Fee for the fiscal year that would allow them full usage of their cart in the summer months, as well as usage of their cart for the six rounds allotted to them during the in-season period.

GUEST GOLF PRIVILEGES

At Quail West, Members are encouraged to invite family and friends to enjoy the club's amenities. Members are responsible for their guests' conduct and adherence to all club rules and dress codes, as well as all applicable golf guest fees.

1. Guests of Golf Members are only allowed to visit Quail West six times "in-season" (October 16 to May 15), and six times in the off-season (May 16 to October 15), irrespective of the sponsoring Golf Member. Tournament rounds do not count toward a Guest's six round allocation.
2. Member Guest Fees may either be charged to the Member's account or charged directly to the Guest's credit card. Houseguests utilizing a guest card are automatically charged to the Member account.
3. A Golf Member may bring one Guest before 10am. A Golf Member may bring up to seven Guests after 10am.
4. A Golf Member can bring up to eleven guests. However, these tee times must be approved by either the Director of Golf or Head Golf Professional.
5. A Golf Member may "sponsor" or host Unaccompanied Guests should they be unable to play. These Guests will be charged the Unaccompanied Guest Fee, and all these tee times MUST go through either the Director of Golf or Head Golf Professional for approval before confirming with the Golf Member. Unaccompanied Guests must play after 10am "in-season".
6. Extended Family Guests are defined as grandfather/mother, father/mother, son/daughter 23 or older, grandson/granddaughter. Family Guests can play unaccompanied after 10am with a maximum of 20 rounds in high season and pay Extended Family Guest fees.
7. 24 Hours in advance, Members with Guests may utilize any open tee times prior to 10am

REGISTRATION

1. All Members and guests must register in the Golf Shop or with the starter before beginning play.
2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.
3. Reservations must be made for the intended golfer so appropriate fees can be applied.

PRACTICE RANGE

1. The practice range is open during normal operating hours as posted in the Golf Shop. The practice range may be closed for general maintenance at the Club's discretion.
2. Range balls are for use on the practice range and **may not** be used on the golf course.
3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire is required at all times on the practice range.
6. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. The use of golf carts is mandatory.
2. Golf carts shall not be used by a Member or Guest on the Club Facilities without proper registration and payment of trail fees or assignment and registration in the Golf Shop.
3. Golf carts may only be used on the golf course when the course is open for play.
4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Obey all golf cart traffic signs.
7. Always use golf cart paths where provided.
8. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
9. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a Club provided golf cart which is damaged by the Member, a family member or a Guest of the Member shall be charged to the Member. Each Member shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the Member, his or her family members or guests, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
10. Each Member accepts and assumes all responsibility for liability connected with operation of the golf cart. The Member also expressly indemnifies and agrees to hold harmless the Released Parties from any and all damages, whether direct or consequential, arising from or related to the Member, his or her family members' or guests', use and operation of the golf cart.
11. "Course closed" or "hole closed" signs are to be adhered to without exception.

12. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify Quail West Privacy and Access Services and the appropriate law enforcement agency.
13. Violations of the golf cart rules may result in loss of golf cart privileges, playing privileges, or other penalties, all as set forth in the Founding Documents.

PRIVATE GOLF CART RULES

The following additional rules and regulations apply to the operation of privately-owned golf carts or Members who own a home in the Quail West residential community:

1. Private golf carts are permitted in the Quail West residential community to the extent permitted by applicable laws, subject to these Rules and Regulations established by the Club from time to time and applicable laws. The right to use a private golf cart is a non-transferable and non-assignable personal right. Private golf carts may be used only by persons who own a property in the Quail West residential community.
2. Private golf carts must be annually approved by the Club as complying with the appearance and other standards set forth herein and as may be determined from time to time by the Club. The Club may require routine maintenance to be performed on privately-owned golf carts. Golf carts must be maintained in good working order and appearance.
3. The Club will establish from time to time the safety specifications that all privately-owned golf carts must meet.
4. All private golf carts shall be four wheeled, electrically powered, and must conform with the Club's specifications, including design, color, logo, decals, model, and manufacturer, as published by the Club.
5. All golf cart owners agree to comply with the rules and regulations established by the Club as they may be amended from time to time.
6. The Club may establish rules for golf cart usage which may include rules for the number of carts in use by golfers or number of persons per cart.
7. A trail fee for privately-owned golf carts will be established, and may be changed, from time to time, by the Club. The trail fee will be billed on an annual basis. The trail fee is non-refundable. The trail fee shall not be prorated, except for the first year a Member applies for private cart privileges.
8. Only the cart owner, cart owner's spouse and unmarried children over sixteen and under twenty-three years of age who reside at home are permitted to use the cart on the golf courses. All other players who are riding in a member-owned golf cart are subject to their normal guest cart charge.
9. All golf cart owners must store their cart in a garage at their home. No golf cart shall be placed, parked or stored on the lawn or driveway of any home.
10. All golf cart owners agree by using carts on the Club property to release and to hold the Released Parties, the Club, the Master Developer, and all of their affiliates harmless and to indemnify the Released Parties,

against any and all loss or damage relating to the operation of the golf cart.

11. Private golf carts are only permitted to be used on or in the Quail West Golf & Country Club's golf course property or club property upon the execution of a private golf cart agreement with the Club.
12. Each resident using a private golf cart shall be required to maintain a liability insurance policy with policy limits in such amounts determined by the Club and provide a copy of the policy to the Pro Shop.
13. Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the Member, his or her family or guests, and the Member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Club.
14. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify Quail West Privacy and Access Services and the appropriate law enforcement agency.
15. Residents using a private golf cart are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.
16. These Private Golf Cart Rules may be amended or expanded, from time to time, at the sole discretion of the Club.
17. Violations of these Rules and Regulations may result in the revocation of private golf cart privileges.

HANDICAPS

1. Handicaps are computed under the supervision of the Golf Shop and the Competition Committee in accordance with the current USGA Handicap System.
2. All Members with a USGA approved handicap may participate in Club tournaments. Members' Guests must have a USGA approved handicap in order to participate in Club tournaments which allow Guest participation. All handicaps submitted may be reviewed by the Competition Committee.
3. Members are responsible for turning in all their scores on a daily basis. Any Member failing to turn in a score shall result in a penalty prescribed by the Competition Committee. The Golf Shop shall assist any Members needing help with the posting procedures.
4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Golf Shop shall determine if there are violations by Members in turning in their scores.
5. The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any Member entry into tournament play.

GOLF COURSE ETIQUETTE

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

1. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play, which should not be deemed playing out of turn.
2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. Be sociable, but reserve your extended conversations for the 19th hole.
4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Carts must be kept at least 50 feet from the green.
5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.
6. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.
7. The course rangers will report slow play and all breaches of golf etiquette to the Golf Shop. Appropriate action will be taken by the Golf Shop personnel.

HANDICAP FLAG POLICY

The Club recognizes the need to establish guidelines to allow aging, injured, and/or physically challenged members easier access to their golf ball when playing a round of golf.

WHO IS ELIGIBLE?

Any member who feels they are unable to walk in excess of 20 yards at any given time due to injury, surgery, or any current condition. Those members will be required to fill out a handicap flag form in the professional shop and obtain a numbered blue flag. The flag will be temporarily clamped on to their private or foundation owned cart.

We trust that all individuals requesting use of handicap flags, will do so in good conscience, and genuinely feel that not having access to this flag will cause physical discomfort and/or stress.

HANDICAP FLAG USER GUIDELINES:

1. Rules and regulations apply to use of the golf course and play of the user's ball and are not applicable to any player not handicapped or not displaying the handicap flag.
2. Golf carts displaying a flag are to remain a minimum of 30 feet from all greens and greenside bunkers. Each green will have a designated blue-staked area to park their cart around green complexes.

3. When playing Par 3's, golf carts displaying a flag, are to remain on the cart path. Handicap stakes are provided on Lakes #3, Lakes #12, Lakes #17, and Preserve #16.
4. Cross fairway at a 90-degree angle to minimize turf damage. If any hole or the entire golf course is determined to be a restricted area, all golf carts including those displaying a handicap flag, will be restricted to cart path only.
5. Carts, even those with handicap flags, are not permitted to park on either the North or South range tee.

GENERAL COURT SPORT RULES

1. Members can reserve courts via ForeTees up to 6 days in advance. Assistance is available at the Court Sports Pro Shop 239-593-4160.
2. All players must check in and register at the Court Sports Shop.
3. During peak season, guests are not permitted on the pickleball and tennis courts between 9-11am. If courts are available 24 hours in advance, guests may utilize a court.
4. Guests may participate in clinics and events; members will receive priority.
5. Repeated patterns of reservations that are not cancelled may lead to suspension of court privileges.
6. Members must call and register all Guests, including Extended Family Guests. The intended player must be registered in Foretees.
7. Proper Court Sports attire is required, as previously described.
8. Skateboards, bicycles, roller skates, roller blades, and similar items are not permitted on any Quail West courts.
9. Proper court etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time.
10. Outside instructors are not permitted to utilize the courts without prior approval from the Director of Athletics.
11. Members are permitted to bring their well-mannered pets to the Court Sports Shop and Terrace while leashed and with the Member at all times. Pets are prohibited in the Court Enclosures.
12. Use of the tennis courts, bocce, and pickleball courts shall always be subject to the control of the Court Sports Pro Shop. The Court Sports Pro Shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The courts may be reserved for special events.

GENERAL POOL RULES

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the Fitness Attendant.
2. Children 12 years and younger must be accompanied and supervised by an adult at all times.
3. Children must be three years of age and toilet trained to use the adult pool. Children wearing diapers are not permitted in any pool.
4. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
5. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area.
6. Food is allowed only in designated areas of the pool facilities.
7. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the Clubhouse, other than in the locker rooms. Shoes or other foot coverings and cover-ups must be worn outside the pool area and when travelling to and from the locker rooms to utilize the pool.
8. Animals, bicycles, skateboards, play balls of any type, and coolers are not permitted in the pool area.
9. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
10. Running, ball playing, and hazardous activities are not permitted in the pool area. Pushing, dunking, and dangerous games are prohibited.
11. Diving is not permitted at the pool.
12. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area.
13. Throwing footballs, frisbees, tennis balls or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The staff has the authority to expel from the pool area anyone who does not follow these rules or whose conduct is otherwise unbecoming of a Member or Guest.
14. Swimming parties may be arranged through the Club in advance of the occasion.
15. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, and all other trash in the proper receptacles.
16. Flotation devices are permitted for non swimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.

GENERAL FITNESS FACILITY RULES

1. All persons using the fitness facilities do so at their own risk and release the Club from liability for their use of the Club's Facilities.
2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
5. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.
6. Outside Personal Trainers not employed with the Fitness Center are not permitted to conduct personal exercise training programs on Club property.
7. By entering and or using the facilities, each member or guest agrees to indemnify and hold the Foundation, the Club harmless from any and all claims for damage or injury incurred on the premises. No physician or nurse will be on duty.
8. All Members and their guests are requested to use the sign in logs located in the facilities.
9. Guest fees may be charged for use of the fitness facilities. If fees are established, the member's account will be billed.
10. Guests will be limited during busy holiday periods, as announced from time to time by Club Management.
11. Group Fitness classes are available to Guests only as space permits, with the exception of Pilates. Group Pilates classes are for members only. Private Pilates classes can be arranged with Guests by contacting the Fitness Center in advance.
12. All weights and pieces of equipment must be returned to their proper location, and should be cleaned with the wipes provided after each use.
13. Only aerobic or court shoes may be worn at the fitness facility. Black soled shoes are not permitted in group exercise classes. Appropriate attire is required at all times.
14. Alcoholic beverages are prohibited at the fitness facility. Outside food or drinks other than water and sports beverages may not be brought onto the premises.

15. No clothing or personal articles may be stored under furniture or equipment or in the common areas. Clubhouse locker rooms should be utilized for these items.
16. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
17. Horseplay, profanity, disruptive conduct, and indiscreet behavior at the fitness facilities are strictly prohibited.
18. Music and electronics should not disturb fellow Members, therefore please utilize headphones.
19. It is recommended that jewelry should be removed prior to exercising, as it may get caught or tangled in the equipment, cause injury to the participant, or interfere with the performance of the fitness program.

GENERAL SALON AND SPA RULES

1. All Club Members are entitled to participate in any spa programs which may periodically be offered and to utilize all spa services, amenities, and facilities as they may exist from time to time, and subject to payment of any fees, space availability, and these Rules and Regulations, as they may exist from time to time.
2. Only persons 16 years of age or older are permitted in the spa and no person under such age shall be permitted access to the spa or use of any spa services, equipment or amenities unless accompanied by an adult.
3. Operating Hours: Regular operating hours of the spa will be posted at the spa. From time to time, the hours of operation of the spa may be changed or the spa may be closed for necessary repairs or maintenance.
4. Members are permitted to bring guests to the spa subject to the policies and procedures specified by the Club. A guest fee may be charged for each guest in addition to fees for the use of specific spa services. All Guests, upon entry to the spa, must check in and register.
5. Casual workout attire is acceptable. Cut-offs and/or torn garments shall not be permitted in the spa.
6. No bare feet are allowed outside of the steam, sauna and treatment areas.
7. For sanitary reasons, shaving is not permitted in the sauna or steam room.
8. Consult your physician before using the steam or sauna treatment rooms. These treatments produce dry and moist heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the treatment rooms for more than five minutes at any one time.
9. Never use a sauna or steam treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.

10. Never go into a sauna or steam treatment on a full stomach. Wait at least two hours after a heavy meal before using a sauna or steam treatment.
11. Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT. Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering these facilities.

CHILDREN'S PLAYGROUND

1. The playground may be used by children between the ages of 2 and 12.
2. Children must be accompanied by a parent or other responsible adult at the playground.
3. The playground equipment is to be used as intended and in a safe manner. The General Manager or their designee shall judge safety conditions at the playground and if, at any time, it is determined that children in the playground are not being given proper supervision by their parents or a responsible adult, the children may be required to leave the playground.
4. Food and beverages may not be consumed on the mulched playground.

AIR CONDITIONERS

No window or wall air conditioning units shall be permitted, except with written permission in advance from the Architectural Review Board (ARB). For further details, please view the current ARB Design Guidelines located on the Club website.

ANTENNA / SATELLITE DISHES AND FLAGPOLES

No outside antenna, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antenna shall be permitted except as approved in writing by the ARB. A flagpole for display of the American flag or any other flag shall be permitted in accordance with all applicable laws and ordinances, including any required construction permitting. The location and design should be submitted to and approved in writing by the ARB, to ensure conformance to applicable legal requirements. For further details, please view the current ARB Design Guidelines located on the Club website.

COLORS

No exterior colors on any structure shall be permitted without written approved from the ARB in advance. All exterior colors must be maintained to a quality that is aesthetically appropriate for the Development as

defined by the ARB. For further details, please view the current ARB Design Guidelines located on the Club website.

COMMERCIAL USE

No business may be run out of homes in Quail West that may cause customer, client, supplier or employee traffic in the community, noise or other disturbances, or which may be in conflict with the Use Restrictions contained in the Declaration. No business buildings may be erected on a Lot and no business may be conducted on any part thereof, nor shall any Lot or portion thereof be used or maintained as a professional office.

CONSERVATION BUFFER ZONE / SPECIAL PRESERVE EASEMENT

1. All areas on a Lot not covered by Structures, walkways or paved parking facilities and designated as a Conservation Buffer Zone or Special Preserve Easement, shall be maintained by such Lot's Owner as lawn or landscaped areas.
2. Conservation Buffer Zone and Special Preserve Easement areas will remain in a natural or unimproved state and cannot be altered except for removal of exotic vegetation. The removal of exotic vegetation must be done by only those parties approved by applicable permits and/or applicable permitting parties and in accordance with any and all applicable permits or approvals.
3. Activities prohibited within the Conservation Land, Conservation Buffer Zone and Special Preserve Easement areas include (but are not limited to):
 - Construction or placing of Structures on or above the ground
 - Dumping or placing soils or other substances such as trash, removal or destruction of trees, shrubs or other vegetation, with the exception of exotic vegetation removal.
 - Dredging or removal of soil material
 - Diking or Fencing
 - Any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

DRIVEWAYS, PARKING & PASSES

1. Any alterations or changes of materials or colors of driveway after initial installation must be submitted in advance to ARB for written approval. For further details, please view the current ARB Design Guidelines located on the Club website.
2. No commercial vehicle shall be permitted to be parked or stored on a Lot overnight unless kept fully enclosed inside the garage or inside a fully enclosed ARB approved Structure.
3. No boat, boat trailer or other trailer of any kind, recreation vehicle, camper, mobile home or disabled vehicle shall be permitted to be parked or stored on a Lot overnight unless kept fully enclosed inside the garage or inside a fully enclosed ARB approved structure.

4. Self parking is only permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
5. Each Member will receive a bar code decal that will be affixed to their vehicles. Said bar code will permit access to the Community and is available through Privacy and Access Services. Members are only permitted to use the south and main gates. The construction gate is for vendors and contractors and not for Member use.

DRONES

Homeowners, their Realtors, their agents, or construction or repair contractors may use professionally piloted drones for the limited purpose of photography or videography of a Homeowner's residence. However, the Homeowner, or their designee, shall first notify and any neighbor on either side of Homeowner's Association the subject home at least 24 hours prior to the photography or videography being performed via drone. Notification to HOA will be sufficient if sent via email, phone call, or USPS and notification of adjacent Homeowners(s) will be sufficient if sent via email, phone call, or USPS.

1. All local, state, and federal regulations regarding drone usage must be adhered to.
2. All other use of drones on or over any private or common area Quail West property, whether by residents or guests, is strictly prohibited.

EASEMENTS AND ENTRY RIGHTS

The Foundation has granted non- exclusive easements throughout the Property for ingress and egress and for utilities, water, sewer, cable television, telecommunications, drainage and other purposes. All electric, telephone, cable television, gas and other utility lines in Quail West must be installed underground. All Owners, or their designee, should verify the location of such easements and underground installations and avoid damage to any such facilities. In addition, each Owner has granted to the Foundation a non-exclusive easement for ingress and egress over the Common Areas and over the Owner's Lots and each Owner shall permit the Foundation, or any employee or agent of either, to enter upon the Owner's lot at reasonable times to carry out and enforce the provisions of the Founding Documents, the Declaration, and these Rules and Regulations and the same shall not constitute a trespass.

ENCLOSURES

1. All enclosures, including spa, hot tub, and swimming pool enclosures (screened or otherwise), must be approved by the ARB, in writing, prior to the start of construction. For further details, please view the current ARB Design Guidelines located on the Club website.

GARAGES, CARPORTS, AND STORAGE AREAS

1. Each home shall have a garage which shall accommodate no less than three (3) automobiles. No garage shall have a front access and all shall be side loading unless otherwise approved, in writing, by the ARB. For further details, please view the current ARB Design Guidelines located on the Club website.

2. All garage and golf cart garage doors shall include an automatic closing device and shall be closed when not in use for ingress and egress to the garage.
3. Repairs of vehicles are only permitted inside the garage with the garage door closed.
4. Carports shall not be permitted.
5. No additional enclosed storage areas separate from the home are permitted. All garage structures must be connected to the main house structure with a common roof element.
6. A garage may not be converted to finished space for use as an apartment, an integral part of the Unit's living area, or for purposes other than parking a vehicle, and ancillary storage, without prior written approval of the ARB, which approval may be withheld in the ARB's sole, absolute and unfettered discretion, provided however, if a garage is converted to another enclosed use then the home shall still be required to have a garage capable of accommodating at least two (2) automobiles.

GARBAGE, TRASH AND REFUSE

All garbage, trash, and refuse must be placed in containers which shall be stored in garages, walled-in, sight-screened or fenced-in areas so that they are not readily visible from any adjacent streets or Lots. Containers must be placed curbside no earlier than 6:00 p.m. the day prior to the customer's next regularly scheduled collection day. All garbage, trash, and refuse containers must be returned to appropriate storage areas in a reasonable time after trash collection, but in any event no later than 24 hours after collection time.

GOLF CARTS

An Owner/Member may purchase the Owner's/Member's own golf cart provided it is stored in such Owner's/Member's golf cart garage when not in use in accordance with Paragraph, "GARAGES, CARPORTS, AND STORAGE AREAS" hereof. An annual trail fee, to be determined by the Board in its sole discretion, shall be charged by the Foundation to any such Owner/Member in lieu of cart fees. All Owners/Members shall comply with the Quail West Golf and Country Club Rules. In addition, the following rules and regulations shall apply to the use of any golf carts on the Property:

1. Golf cart drivers must be at least 16 years of age and hold a valid Driver's License to operate a golf cart.
2. Golf carts are to be driven only on paved roadways, driveways, or parking lots intended for such purposes and not driven on any non-golf course grass or otherwise landscaped areas.
3. Golf cart drivers must abide by all local and state traffic laws, including, but not limited to, parking regulations, lane travel, stop signs, legal passing of other vehicles, etc and may not be driven on sidewalks.
4. Drivers should pull over as far as possible to the right side of the road allowing cars or trucks coming from behind to pass the golf cart safely.
5. Pedestrians always have the right-of-way on any portion of the Property.

6. Golf cart drivers shall maintain adequate distance between other golf carts, other vehicles, and pedestrians at all times.
7. Golf cart drivers must park in designated areas only and may not block or impede the entrance to any building, stairways, designed handicapped areas, or to any other golf cart or vehicle. Illegally parked vehicles may be removed by the Foundation or its agents.
8. Golf cart occupants cannot exceed the total number of intended number seats available in the cart.
9. All occupants should keep their hands, arms, legs, and feet within the confines of the golf cart at all times when golf cart is in motion. All occupants riding in golf carts must be seated at all times.
10. Children and infants are not permitted to ride on the laps of other occupants. Any child or infant riding in the golf cart must be legally and safely secured in his or her own seat.
11. Golf carts may not be used to tow another person on a skateboard, bicycle, roller blades, etc.
12. No one under the influence of alcohol may operate a golf cart.
13. It is recommended that keys be removed from the golf cart when unattended. When the golf cart is not in use, the operator must place the golf cart control lever in the park or neutral position or activate the parking brake.
14. Headlights and taillights are required for operation of all golf carts from dusk until dawn.
15. If an individual is observed operating a golf cart in an unsafe or reckless manner, or not operating a golf cart in accordance with established rules and regulations, the Foundation or Privacy and Access Services representative will direct the offender to safely exit the golf cart. The representative will inform the member or guest of the unsafe behavior or violations of rules while recording the incident with all detailed information. The recorded incident will be submitted to the Club Management or Board of Directors for review and any necessary further actions.

HEALTH AND SAFETY HAZARDS

Any conditions which are deemed by the Foundation to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Foundation and the cost thereof shall be charged to the responsible Owner.

HOLIDAYS AND FIREWORKS

Owners may display holiday decorations on their Lots if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size (less than 10' tall) and scope, and do not disturb other Owners and residents, by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Permitted decorations may be displayed for periods beginning 30 days before a specific holiday until 10 days after the holiday. Owners may request specific extensions to the Board for

approval. Inflatable decorations that remain deflated for more than 5 days should be removed from the Owner Lots.

No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

HURRICANE SHUTTERS

The ARB shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. The ARB shall approve the installation or replacement of hurricane shutters to conform to the ARB's specifications. For further details, please view the current ARB Design Guidelines located on the Club website.

All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Hurricane Center or other recognized weather forecaster, except that non-fabric hurricane shutters may be left in the closed position between May 1st and November 30th, or such other time periods as approved by the Board. Lanai shutters may be closed from dusk to dawn any day of the year.

EXTERIOR IMPROVEMENTS

No improvements shall be constructed unless such improvements have been reviewed by and received the written approval of the ARB (not the Foundation) in accordance with the Declaration. Improvements shall mean and refer to all Homes and Structures of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object. For further details, please view the current ARB Design Guidelines located on the Club website.

LAKES AND FISHING

1. No boats or paddleboards will be permitted on any lake for recreational use.
2. No bottles, trash, cans, grass clippings or other landscape materials, or garbage of any kind or description will be placed in any lake.
3. No activity will be permitted on any lake which may become an annoyance or nuisance to the adjacent Lot and/or Home.
4. Only Owners, Owner's family, guests, and lessees will be permitted to fish in the lakes and only in areas so designated. Fishing is permitted in any Quail West lake provided you are fishing from a vacant lot lake bank. Fishing is not permitted from any lot with a home under construction or a finished home without the owner's permission.
5. No owner, except a designee or the Foundation, shall be permitted to construct any Improvements, permanent or temporary, on, over, or under any lakes without the prior written consent of Foundation, for so long as it owns a Lot or any other lands within Quail West that it holds for development or sale, and thereafter the Foundation, which consent may be withheld for any reason.

6. No person, except the Foundation, shall have the right to pump or otherwise remove any water from any lake for the purpose of irrigation or other use.

LANDSCAPING

1. In order to create a consistent appearance within the Property (exclusive of the Country Club Facility), including all landscaped and grassed areas on all Lots up to the perimeter edge of the Home, Foundation (or ARB if so designated by Foundation) shall approve all initial and any subsequent modifications to landscape design, all of which shall be accomplished in accordance with the Guidelines, as detailed therein, and as may be amended from time to time. Unless specifically identified herein as the responsibility of the Foundation, each Owner shall be responsible at Owner's expense for maintaining its Lot (with or without a Certificate of Occupancy (C/O)) in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all dwellings, buildings and other structures and all lawns, trees, shrubs, hedges, grass and other landscaping in accordance with the Landscaping Service Specifications attached to these Rules and Regulations as Schedule 1. Excluding Trees previously approved by the ARB and plant materials in any areas of an Owner's property designated as a Conservation Buffer zone or Special Preserve Easement, all hedges, shrubs, or any other type of materials that have been previously approved by the ARB that are within the rear fifty feet of the Lot must be maintained at a height not to exceed four feet (4') and cannot obstruct any view.
2. Each Owner shall also be obligated to pay for the costs incurred by the Foundation for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. Such costs and expenses, including reasonable costs and expenses of collection, and such fines as may be established by the Board from time to time to reimburse the Foundation for the administrative costs incurred thereby or otherwise, shall be a special Assessment as outlined in the Declaration.

LEASES

1. An Owner intending to lease a Home shall give the Foundation written notice of such intention at least thirty (30) days before the intended commencement date of such lease. Such notice shall be on forms as prescribed by the Board and shall contain, among other things, the name and address of the intended lessee, a copy of the proposed lease, references of the proposed lessee, and such other information concerning the intended lease as the Board may reasonably require. Within seven (7) business days after receipt of such notice and information, the Foundation must either approve or disapprove the lease. If approved, the approval shall be stated in a certificate executed by an officer of the Foundation and delivered to the lessee. If disapproved, then the lease shall not be made by such Owner and the Foundation shall have no liability to such Owner for such disapproval. If the Foundation does not notify the Owner of any such approval or disapproval within such 7-business-day period, such proposed lease shall be deemed disapproved by the Foundation.
2. The Foundation shall not be required to approve any lease (A) proffered by an Owner who is not current in the payment of all Assessments then due and owing, (B) for a term of less than one hundred eighty (180) days, (C) for less than the entire Home, or (D) of a Home that has already been leased on two (2) other occasions during the calendar year that the proffered lease is to commence.

3. Any information discovered through the Foundation's background investigation of a prospective tenant is intended solely for the benefit of the Foundation, and an Owner's written notice to the Foundation required in accordance with this Section 1.25 shall constitute such Owner's waiver of any right or interest in such information.
4. A Member who leased his or her residence in Quail West may designate the tenant of his or her residence as the beneficial user of the Membership, subject to the approval of the Club. The tenant will have all the privileges affiliated with the category of Membership held by the lessor Member. Resident Members may designate their privileges to tenants a maximum of two times per year, and for periods of not less than 180 days.

The tenant must submit an Application for Membership, must be approved by the Club, and must pay the required fees and charges established by the Club from time to time. Tenants are subject to the Rules and Regulations established by the Club and agree to be bound by the terms and conditions as they may be amended from time to time.

During the period when a tenant is the designated user of the Membership, the lessor Member will not have any Membership privileges but will continue to be obligated to pay dues with respect to the Membership. The Member will be responsible for the department of the tenant and for all charges incurred by the lessee which are not paid within the customary billing and collection procedures of the Club.

The Club reserves the right in its sole and absolute discretion to modify the accommodations herewith afforded to tenants of a Member and to terminate or otherwise condition the use of Club facilities by any tenant for any reason deemed appropriate by management of the Club in its sole and absolute discretion.

LIGHTING

All exterior lighting shall be accomplished in accordance with a lighting plan approved, in writing, by the ARB prior to installation. Lighting for landscape, pool, recreation, and security purposes shall be designed so as not to be an annoyance to the surrounding residences. Time clock controls may be used. For further details, please view the current ARB Design Guidelines located on the Club website.

MAILBOXES

No mailbox, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar materials shall be erected on any Lot other than that approved and provided by the ARB at the Owner's expense. Each Owner of a Lot will be assessed for the cost of such items at time of installation by the Foundation. There may be secondary HOA's responsible for their own mailboxes.

NUISANCES

Nothing may or shall be done which may be, or may become, an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant, or offensive activity shall be carried on, nor may anything be done which can be reasonably construed to constitute a nuisance, public or private, in nature. The determination of a nuisance shall be made by the Board, which may exercise legal action to correct any nuisance and shall charge the respective Owner the costs of any legal fees and expenses incurred. Notwithstanding the foregoing, the Board of Director's reserve and are granted the right and the power to

determine what activities or uses constitute a nuisance, obnoxious, or offensive activity, including the right to remove pets from the Lots or Properties of any Owner in Quail West, if determined to be a nuisance.

OUTDOOR EQUIPMENT

All oil tanks, gas tanks, swimming pool equipment and housing, air conditioning equipment, and other outdoor equipment, must be placed underground, walled-in, or placed in sight-screened or fenced-in areas and approved by the ARB. These areas must be surrounded by landscaping so that they are not visible from adjacent streets, Lots or Homes. Non-fixed outdoor game and play structures (portable basketball goals, trampolines, soccer nets and the like) are subject to the same location and sight-screening requirements of similar fixed structures unless they are stored inside Owner's Home or garage when not in use.

PETS

1. Only common domesticated household pets may be kept, in reasonable numbers as determined by the Foundation in its sole discretion, on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. For the purposes of defining commercial activities, an Owner cannot exceed the number of animals described in the zoning code for "Kenneling" by the controlling governing authority where the Lot or Property is located. Notwithstanding the limits to the number of pets contained herein, an owner at the time of adoption of this amendment may retain, but not replace, any pets exceeding the limits stated herein, provided they do not violate the nuisance or other provisions of these Rules and Regulations. No other animals, livestock, reptiles, or poultry of any kind shall be kept, raised, bred, or maintained on any portion of the Property.
2. Under no circumstances shall a pit bull be permitted in the gates, residing with a member or visiting with a guest.
3. Any pet must be carried or kept on a leash when outside of a home or in a fenced-in area.
4. No pet shall be kept tied up outside of a home or in any screened porch or patio, unless someone is present in the home.
5. An Owner shall immediately pick up and remove any solid animal waste deposited by the Owner's pet on the Property or any Club grounds.
6. An Owner is responsible for the cost of repair or replacement of any Common Areas damaged by the Owner's pet.
7. Each Owner who determines to keep a pet thereby agrees to indemnify and hold harmless the Foundation and the Board against any loss or liability of any kind or character whatsoever arising from, relating to, or growing out of such Owner having any animal on the Property. Each owner who determines to keep a pet shall be liable for any damage done by their pet to any person, to any other pet, or any other person's property.

8. The Board is empowered to order and enforce the removal of any pet which becomes a reasonable source of objectionable noise/barking, endangers the health and safety of other residents, or constitutes an annoyance to other residents, it being understood that the ability to keep pets is a privilege, and not a right of an Owner. The Board is empowered to designate an Owner's pet a "dangerous dog" according to Florida statutes.
9. Dogs or other pets (with the exception of service animals assisting persons with disabilities as required by law) are not permitted on or in the Club Facilities. Where dogs are permitted on the grounds, they must be on a leash, such as in the seating area outside the Marketplace.
10. Members are responsible for damage caused by an animal owned by the Member or under the Member's control.
11. Service animals must be registered with the Club membership office.

SIDEWALKS

No engine-driven motor vehicle, motorcycle, golf cart, electric assisted bicycle or moped shall be driven on the sidewalks, regardless of the operator's age. In addition, only golf carts may be driven on the golf courses or golf cart paths and only at times when the golf courses are open for play. Bicycles are permitted on sidewalks but must yield to pedestrians at all times. Pedestrians always have the right of way.

This rule does not apply to mobility devices (e.g. powered wheelchairs and electric mobility scooters) used by individuals with disabilities. The rule also grants exemptions, as provided for in all local, state, and federal legislation (e.g. The Americans Disabilities Act) and regulations.

Further, no person without a valid driver's license (e.g. under the age of 16) shall operate an engine-driven motor vehicle, motorcycle, golf cart, electric-assisted bicycle or moped within the community. This includes, but is not limited to, roadways, sidewalks, golf cart paths, golf courses, Foundation property, etc.

The Foundation shall charge an Owner/Member for any and all damages or increased maintenance caused by or derived from any activity related to the Owner/Member or such Owner's/Member's relative, tenant, guest and/or invitee.

SIGNS

No signs, freestanding or otherwise installed, shall be erected or displayed on any of the Common Areas or an Owner's Lot, unless the placement, character, form, size, lighting, and time of placement of such sign is first approved, in writing, by the ARB. Notwithstanding the foregoing, no signs, freestanding or otherwise, indicating that a Home, Lot or personal property is "For Sale", or words to that effect, shall be permitted on the Common Areas or any Owner's Lot or Home. The prohibition on the use of "For Sale" signs do not apply to Foundation. All signs must conform with governmental codes and regulations and to any master design plans for signs, as may be established by the ARB. Notwithstanding anything to the contrary and subject to approval by the ARB, "Special Permit Boards" shall be permitted. For further details, please view the current ARB Design Guidelines located on the Club website.

SOLAR COLLECTORS

Subject to the provisions Section 163.04, *Florida Statutes*, the ARB shall have the right to approve the location of and materials used in the construction of solar collectors, taking into account the importance of maintaining the Community Wide Standard and a high-level aesthetic quality throughout the Development. For further details, please view the current ARB Design Guidelines located on the Club website.

SWIMMING POOLS

Any swimming pool must be approved by the ARB in writing prior to any construction. For further details, please view the current ARB Design Guidelines located on the Club website.

TRADE, BUSINESS AND SIMILAR ACTIVITIES

Garage sales, rummage sales, or similar sales, including, without limitation, auctions for the sale of any personal property or the sale of an Owner's Lot shall be prohibited, except that the Foundation, at its reasonable discretion, may authorize the auction of Quail West real property and concurrently its contents.

TRAFFIC

The use of all Streets, Drives, Roads, and Roadways shall be in accordance with the Traffic Rules and Regulations attached to these Rules and Regulations as Schedule "2".

UNSIGHTLY OR UNKEMPT CONDITIONS

All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot in a manner which is unsanitary, unsightly, offensive, or detrimental to any other portion of the Property, as the Board may determine. Woodpiles or other material shall be properly screened and stored in such a manner so as not to attract rodents, snakes, and other animals and or create a fire hazard, as the Board determines. No activities shall be conducted upon or adjacent to any Lot or within any structure on a Lot which are or might be unsafe or hazardous to any person or property. Open fires are prohibited within the Property, except in a contained outdoor fireplace, fire pit, or barbecue unit while attended.

UTILITY LINES

All electric, telephone, cable television, gas and other utility lines must be installed underground.

WALLS AND FENCES

Fences and walls (including front yard fences, rear yard fences, side yard fences, pool enclosure fences, patio walls, screen walls, garden walls, or retaining walls) must be approved by the ARB in writing. For further details, please view the current ARB Design Guidelines located on the Club website.

WATER MANAGEMENT SYSTEMS AND DRAINAGE AREAS AND CONSERVATION AREA RESTRICTIONS AND SPECIAL PRESERVE EASEMENTS

No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water or with any vegetation, in any portion of a Water Management System and Drainage Area reserved for drainage ways, sluice-ways or for the accumulation of run-off waters, as reflected in any plat or replat or instrument of record for so long as it owns a Lot or any other lands within Quail West it holds for development or sale. Special Preserve Easements shall be left in their natural state in accordance with agency permit requirements.

OWNER AND MEMBER COMPLIANCE

The rules and regulations governing owner use of the Lots and Properties in Quail West and establishing the Community Wide Standards shall apply not only to Owners, Members, and Persons to whom an Owner/Member has delegated its right of use in and to the Common Areas, but also to any other Person occupying an Owner's Lot or Home under lease from the Owner, or by permission or invitation of the Owner/Member, Owner's family, or the Owner's tenants, expressed or implied, licensees, invitees, or guests. Failure of an Owner/Member to notify any Person of the existence of the Founding Documents, the Declaration, and these and other rules and regulations shall not in any way act to limit or divest the right of Foundation of enforcement of these provisions and, in addition, the Owner/Member shall be responsible for any and all violations of these provisions by the Owner's/Member's family, tenants, delegates, licensees, invitees, or guests, and by guests, licensees, and invitees of the Owner's tenants at any time.

DWELLING ROOFS, GUTTERS, FASCIA

All roof tiles, gutters, and fascia must be periodically cleaned as needed to remove the accumulated dust or other organic materials that accumulate and attract the growth of mold, mildew and other forms of algae. All roofs, gutters, and fascia must be maintained appropriately within the aesthetic appeal of the development as defined by the ARB and to meet the Community Wide Standard. Any foreign materials, broken roof materials, and any other material serving no purpose must be routinely removed in a timely manner from any roof.

COMMUNITY WIDE STANDARD

The Community Wide Standard is the standard of conduct, maintenance, management, operation, use or other activity generally prevailing throughout the Community. These Community Wide Standards are established by the Board to protect the Owners/Members and to promote the quality standards for the Community. The Community Wide Standard shall never be lower than the standards established by the ARB for the Development, or lower than the standards of construction and quality required by the ARB for the initial approval and construction of the Improvements. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board of Director's, or the ARB; provided, however, the Community Wide Standard may not be lowered without the written approval of the Foundation. As noted, these standards have evolved over time as the Community has progressed. These Rules and Regulations have been adopted by the Foundation and evidence the Community Wide Standard in existence when the Rules and Regulations are adopted. However, these are not a

comprehensive or exhaustive list and must be read in addition with the Declaration and the ARB Guidelines for context and applicability of the Community Wide Standard in its entirety.

FINES FOR VIOLATIONS OR INFRACTIONS

Any Owner/Member that is in violation of any of the obligations or restrictions set forth in the Rules and Regulations shall be subject to any actions available to the Foundation at law or in equity, or both, to redress any failure or refusal to comply with the Rules and Regulations or any of the provisions set forth in Chapter 720, *Florida Statutes*. In addition, in the event any Owner/Member or such Owner's/Member's relative, tenant, guest and/or invitee is in violation of any of the Rules and Regulations or any of the provisions set forth in Chapter 720, *Florida Statutes* (a "Violation"), the Foundation shall have the right, but not the obligation, to (i) suspend the rights of such Owner/Member and such Owner's/Member's relative, tenant, guest and/or invitee for a Violation to use the Country Club Facility and/or the Common Areas, (ii) suspend the voting rights of such violating Owner/Member for a Violation, and/or (iii) levy a fine for each Violation by such violating Owner/Member and/or such violating Owner's/Member's relative, tenant, guest and/or invitee not to exceed One Hundred and No/100 Dollars (\$100.00) for each such Violation for each day that any such Violation continues without any total maximum limit. Such amount may be increased if Chapter 720, *Florida Statutes*, is amended to provide an increase in amount that may be charged for a Violation. Notwithstanding the foregoing, any fine levied against an Owner/Member by the Foundation for any Violation may become a lien against such Owner's/Member's Lot; as allowed by Florida Statutes and subject to the Foundation making such action however, if Chapter 720, *Florida Statutes*, is amended to permit liens for a Violation, then the Foundation shall have the right to place such liens. Further, in any action to recover any fine levied against an Owner/Member for a Violation, the Foundation shall be entitled to collect any and all costs associated with the collection of any such fine, including reasonable attorney's fees and court costs.

RULE ENFORCEMENT

In the event of a violation of the policies as set forth in these Rules and Regulations (including, but not limited to, parking, hedge heights, roof maintenance, etc.), the Foundation may levy reasonable fines and prescribe other penalties for the violation. The penalty and/or fine for each violation shall be in accordance with the following schedule:

The resident will be provided a Courtesy Notice with 30 days to respond and/or correct the violation.

If the resident does not respond to the first notice and/or correct the violation, the resident will be provided a second warning notice with 30 days to respond and/or correct the violation.

If the resident has not responded and/or corrected the violation within a 60-day period from the first notice, they will be fined \$100 per day until the violation has been corrected.

If the resident refuses to take corrective action and pay the appropriate fines, the Foundation Board will take additional action including, but not limited to, additional fines, loss of barcode access privileges, or suspension of Club privileges, requiring a security escort to and from the residence, and potentially reimbursing the Foundation for action taken to correct the violation.

RIGHT TO APPEAL

The fine or other penalty may not be imposed upon any person without fourteen (14) days prior written notice to the person sought to be fined or otherwise penalized. The Foundation will provide an opportunity for a hearing by such resident, before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Foundation or the spouse, parents, child, brother, or sister of an officer, director or employee of the Foundation. In order to elect to have such a hearing, the person who receives the notice of a fine or other penalty must elect to do so in writing within ten (10) days after receipt of such notice. After receipt of such persons request for a hearing, then the Board shall, unless it has already done so, appoint the committee. If the committee, by a majority vote, does not approve the proposed fine or penalty, then it shall not be imposed or valid against such person. In the event the committee approves such proposed fine or penalty by a majority vote, then such person shall be obligated to promptly pay such fine and/or serve such penalty. These provisions relating to the rights to appeal shall be contained on all citations, on either front or back, issued pursuant to these obligations or restrictions.

Schedule "1"/LANDSCAPING SERVICE SPECIFICATIONS

PURPOSE

The purpose of the Landscaping Service Specifications is to create a consistent appearance within the property, including all landscaped and grassed areas on all Lots up to the perimeter edge of the Home as defined in Section 1.21 of the Rules and Regulations. Unless specifically identified herein as the responsibility of the Foundation, each Owner shall be responsible at Owner's expense for maintaining its Lot (Vacant or with a Home) in a neat, clean, and sanitary condition. Such compliance with the Landscaping Service Specifications requires adherence to the following terms.

UNIMPROVED LOTS (ANY LOT WITHOUT A CERTIFICATE OF OCCUPANCY)

1. Maintenance Program

- All unimproved lots shall be mowed periodically, based on seasonal requirements.
- Clean up of debris on unimproved lots should be done on a regular basis and any excessive piles or mounds of dirt should be leveled whenever feasible.
- All curb lines shall be edged, corresponding to mowing frequency.
- Turf will be maintained at an appropriate mowing height.
- Trimming around utility boxes shall correspond to mowing frequency.
- All walks shall be blown off corresponding to mowing frequency.
- String trimming of low maintenance lake bank turf shall correspond to mowing frequency.
- All unimproved lots will be patrolled prior to mowing for minor trash and other debris clean-up. Excessive clean-up of debris and sand generated from construction activities should be addressed prior to mowing.
- Conservation Buffer Zone and Special Preserve Easement areas will remain in a natural or unimproved state and cannot be altered except for removal of exotic vegetation. The removal of exotic vegetation must be done by only those parties approved by applicable permits and/or applicable permitting parties and in accordance with any and all applicable permits or approvals. Further specifications are defined in Section 1.5 of the Rules and Regulations.

IMPROVED LOTS (ANY LOT WITH A CERTIFICATE OF OCCUPANCY)

1. Turf Grass Maintenance Program

- All improved lots shall be mowed periodically, based on seasonal requirements.
- All curb lines shall be edged, corresponding to mowing frequency.
- Turf will be maintained at an appropriate mowing height.
- Trimming around utility boxes shall correspond to mowing frequency.
- All walks shall be blown off corresponding to mowing frequency.
- String trimming of low maintenance lake bank turf shall correspond to mowing frequency.
- All improved lots will be patrolled prior to mowing for minor trash and other debris clean-up.
- Turf will be fertilized as appropriate in accordance with the type of turf using a premium turf fertilizer containing minor elements. All sidewalks, roads, curbs, and patios will be swept clean of any granular fertilizer after application to minimize staining.
- Treatment of turf areas for turf damaging insect infestation or disease and weed control will be appropriately done.
- All areas on a lot not covered by Structures, walkways, or paved parking facilities and designated as a Conservation Buffer Zone or Special Preserve Easement, Shall be maintained by such Lot's Owner as lawn or landscaped areas. Conservation Buffer Zone and Special Preserve Easement areas will remain in natural or unimproved states and cannot be altered except for removal of exotic vegetation. The removal of exotic vegetation must be done by only those parties approved by applicable permits and/or applicable permitting parties and in accordance with any and all applicable permits or approvals. Further specifications are defined in Section 1.5 of the Rules and Regulations.

2. Plant Material Maintenance Program:

- Shrubs will be pruned and thinned to retain the intended shape and function of the plant material.
- Tree maintenance, where applicable, requires trees to be trimmed and shaped at the appropriate height for the type of tree.
- Cape Myrtles will be pruned and shaped prior to the emergence of spring growth and maintained at the appropriate size and shape.
- Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental conditions permit.
- Plants will be treated chemically as required to effectively control insect infestation and disease as environmental and horticultural conditions permit.
- All plant materials will be fertilized appropriately based on type.
- Mulching will be replaced a minimum of once each year.
- Palm Pruning will be done at the appropriate frequency for the type.
- Excluding Trees previously approved by the ARB and plant materials in any areas of an Owner's property designated as a Conservation Buffer Zone or Special Preserve Easement, all hedges, shrubs, or other type of materials within the rear fifty feet (50') of Lot will be maintained at a height not to exceed four feet (4').

3. Irrigation System Maintenance Program

- The irrigation system will be inspected at least one time per month. This inspection will include the sprinkler heads, timer mechanisms, and each irrigation zone.
- Any malfunctions or deficiencies will be the responsibility of Owner to repair. In addition, any damage to irrigation or plant materials due to lack of water or malfunction of the irrigation system is the responsibility of the Owner.

Schedule "2"/TRAFFIC AND SAFETY:

PURPOSE

The purpose of the traffic and safety rules and regulations (the "Traffic Rules and Regulations") set forth in these Rules and Regulations is (i) for the safe and orderly use of the private streets located within Quail West, (ii) to make such traffic rules consistent with the statutes, regulations, and rules imposed upon public streets in Lee and Collier County, Florida, and (iii) to make the Traffic Rules and Regulations consistent with and supplemental to the terms, restrictions, and covenants set forth in the Declaration, as amended from time to time ("**Declaration**").

COMPLIANCE WITH TRAFFIC REGULATIONS

1. **POSTED SPEED LIMITS.** No person shall operate a vehicle on Streets, Drives, Roads, and Roadways (collectively referred to in these Traffic Rules and Regulations as the "Common Streets and Roads") in Quail West at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event, speed shall be controlled as may be necessary to avoid colliding with any person, vehicle, or other object on or entering the Common Streets and Roads and shall be in compliance with the rules and regulations promulgated by the Foundation (as defined in the **Declaration**) and the duty of all persons to use due care. On all Common Streets and Roads, the maximum speed limit for all vehicles shall be twenty-five miles per hour (25 MPH) unless otherwise posted by traffic signs.
2. **TRAFFIC SIGNS.** The driver of any vehicle shall obey all traffic signs placed in accordance with the instructions of the Foundation, including but not limited to, all stop, slow, and yield signs. No person shall drive any vehicle on a Common Street and Road contrary to the provisions of any traffic sign.
3. **LIGHTS.** No person shall operate a vehicle on Common Streets and Roads in Quail West without displaying lighted headlights, taillights, and other illuminating devices on the vehicle at anytime from sunset to sunrise, or during any time when, due to rain, smoke, fog, insufficient light, or unfavorable atmospheric conditions, the visibility is reduced to a degree whereby persons or vehicles are not clearly discernable at a distance of one thousand (1,000) feet ahead.
4. **CARELESS DRIVING.** Any person operating a vehicle on Common Streets and Roads in Quail West shall operate the same in a careful and prudent manner, having regard for the width, grade, curves, corners, traffic, and other attendant circumstances, so as not to endanger the life, limb, safety, or property of any person. Failure to drive in such manner shall constitute careless driving and a violation of these Traffic Rules and Regulations.
5. **NOISE.** No excessive noise from a vehicle that would annoy others.

ADOPTION OF STATE UNIFORM TRAFFIC CONTROL

The State Uniform Traffic Control Law, as set forth in Chapter 316, *Florida Statutes*, as amended from time to time, is hereby adopted by reference and shall apply to all the Common Streets and Roads within Quail West; provided, however, in the event of any conflict between the provisions of the State Uniform Traffic Control Law and the Traffic Rules and Regulations, and as promulgated and adopted by the Foundation from time to time, then such Traffic Rules and Regulations shall control and apply.

ENFORCEMENT

- PENALTY AND FINES.** In the event of any violation by any person of the Traffic Rules and Regulations as set forth in these Rules and Regulations, the Foundation may levy reasonable fines and prescribe other penalties for the violation. The penalty and/or fine for each violation shall be in accordance with the following schedule:

Residents/Owners/Members, Owner/Member's Relatives, and Lessees

Number of Violations Within a Twelve Month Period/The Number of Violations are Tracked From the Most Current Violation Date.	Penalty
1. One Violation	Courtesy Notice
2. Two Violations	Fine of \$100.00
3. Three Violations	Fine of \$100.00 and loss of barcode access privileges at entranceways for 30 days.
4. Four Violations	Fine of \$100.00 and loss of barcode access privileges at entranceways for 90 days.
5. Five and Subsequent Violations	Fine of \$100.00 and security escort to and from home paid by the homeowner.

Guests, Invitees, Contractors, Non-resident Club Members without Car Decals

Number of Violations Within a Twelve Month Period/The Number of Violations are Tracked From the Most Current Violation Date.	Penalty
1. One Violation	Courtesy Notice
2. Two Violations	Fine of \$100.00

3. Three Violations	Fine of \$100.00 and escort to/from destination by security with cost paid by offender.
4. Four Violations	Fine of \$100.00 and loss of access for 30 days.
5. Five and Subsequent Violations	Fine of \$100.00 and access revoked for 6 months.

Non-Resident Club Members With Car Decals

Number of Violations Within a Twelve Month Period/The Number of Violations are Tracked From the Most Current Violation Date.	Penalty
1. One Violation	Courtesy Notice
2. Two Violations	Fine of \$100.00
3. Three Violations	Fine of \$100.00 and escort to/from destination by security with cost paid by offender.
4. Four Violations	Fine of \$100.00 and loss of access for 30 days
5. Five and Subsequent Violations	Fine of \$100.00 and access revoked for 6 months.

- AMOUNT OF FINE.** The amount of fine may increase or decrease from time to time to the maximum rate permitted under law. Further, the Board may, at any time, levy and impose other restrictions or penalties by separate resolution, as determined in the Board’s reasonable discretion. Monetary fines collected will be donated to a charity selected by the Board.
- SAFETY ESCORT FOR CARELESS DRIVING.** Notwithstanding anything to the contrary contained in this Section 4, the Foundation may, in addition to the penalties and/or fines set forth in Section 4(a) of these Traffic Rules and Regulations, require the operator of a vehicle in violation of the provisions of Section 2(d) of these Traffic Rules and Regulations to be temporarily detained so that a security person in a security vehicle may escort the resident to his or her residence or other destination within Quail West.
- GUESTS OR INVITEES.** If any Guest or invitee of an Owner/Member or resident of Quail West shall violate any provision of these Traffic Rules and Regulations, then the fine and/or penalty shall be levied and assessed against such Owner/Member or resident.
- REMEDIES.** The Foundation reserves unto itself the right, in addition to the provisions contained in this Section 4 or in the Declaration, to bring action against a resident or an Owner/Member for enforcement of these Traffic Rules and Regulations and any other remedy available at law or in equity, including, but not limited to injunctive relief or specific performance.

5. **CONTRACTORS.** The Foundation has promulgated and adopted separate rules and regulations relating to the activities of employees, contractors, subcontractors, maids, servants, workmen, and other independent contractors within the Quail West development, and such third parties shall be subject to the penalties or fines prescribed therein, including possible expulsion for violation of safe and orderly operation of vehicles on the Common Streets and Roads.

6. **RIGHT TO APPEAL.** The fine or other penalty may not be imposed upon any person without fourteen (14) days prior written notice to the person sought to be fined or otherwise penalized. The Foundation will provide an opportunity for a hearing by such resident, before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Foundation or the spouse, parents, child, brother, or sister of an officer, director, or employee of the Foundation. In order to elect to have such a hearing, the person who receives the notice of a fine or other penalty must elect to do so in writing within ten (10) days after receipt of such notice. After receipt of such persons request for a hearing, then the Board shall, unless it has already done so, appoint the committee. If the committee, by a majority vote, does not approve the proposed fine or penalty, then it shall not be imposed or valid against such person. In the event the committee approves such proposed fine or penalty by a majority vote, then such person shall be obligated to promptly pay such fine and/or serve such penalty. These provisions relating to the rights to appeal shall be contained on all citations, on either front or back, issued pursuant to these Traffic Rules and Regulations.

DEFINITIONS

The terms used in these Traffic Rules and Regulations shall have the same meanings ascribed thereto as set forth in the State Uniform Traffic Control Law unless the context otherwise requires and so states.

EXCULPATION

The Foundation, the Country Club Facility (as defined in the Declaration), the Country Club Facility Owner (as defined in the Declaration), and any and all officers, directors, employees, agents, and members of the Foundation, the Country Club Facility, the Country Club Facility Owner shall not, either jointly or severally, be liable or accountable for damages or otherwise to any Owner (as defined in the Declaration) or the invitee, guest, agent, contractor, or relative of any Owner or other person or party whomsoever or whatsoever by reason of or on account of action, decision, activity, or non-action relating to the promulgation and adoption of the Traffic Rules and Regulations or for the enforcement or non-enforcement thereof, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such action, decision, activity, or non-action relating to the promulgation and adoption of the Traffic Rules and Regulations or for the enforcement or non-enforcement thereof. Each person who shall utilize the Common Streets and Roads, by the use thereof, and each Owner by acquiring title to any Lot (as defined in the Declaration) or any interest therein, shall be deemed to have agreed that he or she shall not be entitled to and shall not bring any action, proceeding, or suit against the Foundation, the Foundation, the Country Club Facility, the Country Club Facility Owner, the Board, nor any individual member, officer, director, employee, or agent of any of them for the purpose of recovering any such damages or other relief on account of any such action, decision, activity, or non- action relating to the promulgation and adoption of the Traffic Rules and Regulations or for the enforcement or non-enforcement thereof.