

Instrument prepared by and after recording return to:
Steven M. Falk, Esq., Falk Law Firm, P.A.
7400 Trail Blvd., Suite 103
Naples, FL 34108
(239) 596-8400

(Space above line for recording information)


CERTIFICATE OF AMENDMENT


THE UNDERSIGNED, being the President of Worthington Master Association, Inc., a Florida corporation not for profit, does hereby certify that at the Annual Members' Meeting held on January 25, 2024, at which a quorum was present, after due notice, the Year 2024 Master Declaration of Covenants, Conditions and Restrictions for Worthington Country Club and Year 2024 Amended and Restated Bylaws for Worthington Master Association, Inc. attached hereto as Exhibits "A" and "B", respectively, were approved by the required vote of the membership. The Master Declaration of Covenants, Conditions and Restrictions for Worthington Country Club was recorded in O.R. Book 2184, Page 3057, Public Records of Lee County, Florida.

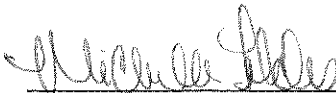
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Witnesses:

**WORTHINGTON MASTER
ASSOCIATION, INC. (SEAL)**


Print Name: Deborah S. Killingsworth
13550 Worthington Way
Bonita Springs, FL 34135

By: 
Alfred D. Zinno
President
13550 Worthington Way
Bonita Springs, FL 34135


Print Name: Michelle Kilde
13550 Worthington Way
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day of January, 2024, by physical presence or () on line notarization, by Alfred D. Zinno, as President of Worthington Master Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced _____ as identification.

 LORI ANN WALKER-HUGHES
Commission # HH 147514
Expires August 25, 2025
Bonded Thru Budget Notary Services

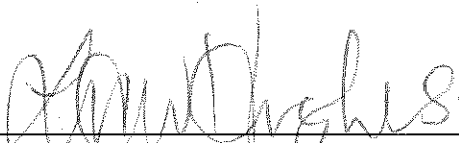

Notary Public
My Commission Expires: August 25, 2025

Exhibit "A"

YEAR 2024 MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WORTHINGTON COUNTRY CLUB

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**YEAR 2024 MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WORTHINGTON COUNTRY CLUB**

This Year 2024 Master Declaration of Covenants, Conditions and Restrictions is made by WORTHINGTON MASTER ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "Master Association". The original Declaration of Covenants, Conditions and Restrictions of Worthington Country Club was recorded in Official Record Book 2184, Pages 3057 et. seq., of the Public Records of Lee County, Florida. After the recording of that Declaration, the Restated Declaration of Covenants, Conditions and Restrictions for Worthington Country Club was recorded in Official Records Book 2528, Pages 3681, et seq., Public Records of Lee County, Florida. The Year 2000 Restated Master Declaration of Covenants, Condition and Restrictions for Worthington Country Club were recorded at O.R. Book 3376, Pages 3154 et. seq., Public Records of Lee County, Florida. That Year 2000 Restated Master Declaration of Covenants, Conditions and Restrictions of Worthington Country Club, as further amended, is hereby amended and is restated in its entirety. The land subject to this instrument is legally described in Exhibit "A" attached hereto. The covenants and restrictions contained in this instrument shall run with the land legally described in Exhibit "A" attached hereto and be binding upon and inure to the benefit of all present and future Owners of all Lots and Units in Worthington Country Club. The acquisition of title to property or any other interest in Worthington Country Club or the lease, occupancy, or use of any portion of a Lot or Unit constitutes an acceptance and ratification of all provisions of this instrument as amended from time to time, and an agreement to be bound by its terms.

By adoption of this Year 2024 Master Declaration of Covenants, Conditions and Restrictions, the members of the Master Association ratify governance of the property known as Worthington Master, under the provisions of this Year 2024 Master Declaration of Covenants, Conditions and Restrictions, and the Exhibits hereto, and in accordance with Chapter 720, Florida Statutes, as it may be amended from time to time (the "Act").

1. **DEFINITIONS.** The following words and terms when used in the Declaration or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Act," or "Homeowners' Association Act," or "HOA Act" means Chapter 720, Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained.

1.2 "Affiliate Member" shall mean a person other than an Owner who has satisfied the conditions established by the Board of Directors for use of certain facilities located within the Club Common Areas as established from time to time by the Board.

1.3 "Articles" means the Articles of Incorporation of the Master Association.

1.4 "Assessment" means the assessments levied by the Master Association against the Living Units and shall be deemed to include both Annual Assessments and Special Assessments, as further defined herein. Assessments shall be appurtenant to each Living Unit.

1.5 "Association" or "Master Association" shall mean and refer to the Worthington Master Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.6 "Board of Directors" or "Board" means the Board of Directors of the Master Association.

1.7 "Bylaws" means the Bylaws of the Master Association.

1.8 "Charge" means any legal or equitable indebtedness of an Owner to the Master Association, or other sums owed to or due to the Master Association from an Owner, or any cost or expense incurred by the Master Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Master Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.9 "Committee" means a group of members of the Board ("Directors"), Owners, or Directors and/or Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee or the Directors may dictate.

1.10 "Common Expenses" means the expenses for which Owners are liable to the Master Association, including but not limited to expenses of administration, maintenance and operation, repair, replacement and improvement of the Common Areas and such other expenses as may be declared expenses by this Declaration, the Articles, the Bylaws, by the Master Association, or by the Act, including but not limited to reasonable insurance for Directors and Officers. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, landscaping, utility bills that are not separately metered to individual Living Units or Common Elements, recreational facilities and activities, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of Worthington Country Club. Common Expenses also include, to the extent applicable, road and street maintenance and operation expenses, expenses of any items or services required by any federal, state, or local governmental entity to be installed or supplied to Worthington Country Club by the Master Association, including, but not limited to, water and sewer service where a master meter services the Community, and access control/privacy services that are reasonably related to the general benefit of the Owners even if such expenses do not attach to the Common Areas or the Property. The expenses of Communications Services are specifically considered a Common Expense, if so designated by the Board. Common Expenses may also include social expenses, including but not limited to food and drink for Master Association meetings and functions.

1.11 "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually deeded or if a majority of the Board of Directors determines that a particular leasehold should be deemed Common Areas, leased to the Association. The term "Club Common Areas" means and refers to any portion of the Common Areas containing recreational and social amenities (including, without limitation, the golf course, clubhouse, dining facilities, tennis courts, pool and cabana, fitness center and bocce ball courts) located on the said tracts of land. Any land which is leased by the Master Association for use as Common Areas, shall lose its character as Common Areas upon the expiration of such lease. Common Areas shall not mean or include any Living Unit the Master Association acquires by foreclosure of its claim of lien for unpaid Assessments or by deed in lieu of foreclosure of its claim of lien for unpaid Assessments and held by the Master Association for resale absent a specific contrary determination by a majority of the Board of Directors. Prior to acquisition or conveyance to the Master Association a majority of the Board of Directors may determine that any tract of land, improvement thereon or portion of either shall not be deemed Common Areas.

1.12 "Common Surplus" means the excess of all receipts of the Master Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Areas, above the amount of the Common Expenses. Common Surplus shall be determined in the same manner as Common Expenses.

1.13 "Communications Services" means information services, internet access services, communications services as defined in Section 202.11, Florida Statutes, as amended from time to time, and/or any other type of service contemplated and authorized by Section 720.309(2) of the Act, including but not limited to bulk cable services. The Master Association, through its Board of Directors, shall have the right to provide or cause to be provided, by way of a bulk agreement, Communication Services (and related, ancillary services, including but not limited to security related services) and shall be authorized to take all necessary steps to facilitate the provision of such services.

1.14 "Condominium Unit" or "Unit" shall mean and refer to any condominium unit located within Worthington Country Club and intended for use as a single-family residence.

1.15 "Declaration" shall mean and refer to this Year 2024 Master Declaration of Covenants, Conditions and Restrictions and include the same as it may, from time to time, be amended.

1.16 "Dwelling" means any portion of a building situated upon a Lot or Condominium Property designed and intended for development, use and occupancy as a single-family residence. With respect to the Condominium Property, the term "Dwelling" shall be synonymous with the term "Unit."

1.17 "Family" or "Single Family" shall refer to (1) one natural person, their spouse, if any, and their custodial children, if any, or (2) not more than two natural persons not meeting the foregoing requirement, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family, together with their custodial children, if any. The reference to

"natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a person who resides in a Dwelling as part of the Owner's Family, but is not a title holder.

1.18 "Governing Documents" means this Declaration, the Articles of Incorporation, the Bylaws, the Guidelines, and the Rules and Regulations, all as they may be amended from time to time. The Guidelines and the Rules and Regulations need not (but may) be recorded in the Lee County Public Records in order to be valid. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in an order of priority as listed above.

1.19 "Guest" means any person who is not the Owner or a Tenant, or a member of the Owner's or Tenant's Family, who is physically present in or occupies a Dwelling for less than thirty (30) days, whether or not consecutive, in any calendar year, at the express or implied invitation of the Owner or other legally permitted occupant without the payment of consideration. A Guest also means any person who is not the Owner or a Tenant, or a member of the Owner's or Tenant's Family, who visits the Owner, a Tenant, or a member of the Owner's or Tenant's Family, for the purpose of accompanying such person in the Common Areas or Neighborhood Association Common Area, to the extent permitted by the Governing Documents or the Neighborhood Association Governing Documents.

1.20 "Improvement" means any structural component built or constructed on a Lot or added to a Dwelling, or placed on a Lot, Unit or Neighborhood Association Common Area, including but not limited to Dwellings, buildings, garages, patios, screened enclosures, hurricane protection, driveways, sidewalks, paving, pavers, asphalt, pools, spas, decking, walls, fences, flagpoles, antennas, storage sheds, and recreational equipment.

1.21 "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering any part or all of Worthington Country Club, 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 or any 'secondary mortgage market institution' including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any pension or profit sharing funds qualified under the Internal Revenue Code; or the United States Department of Veterans Affairs or the Federal Housing Administration or the Department of Housing and Urban Development or other lenders generally recognized in the community as an institutional lender.

1.22 "Invitee" or "Licensee" means a person or persons expressly or impliedly allowed entry onto the Property for the purpose of conducting business with an Owner or occupant, or otherwise entering the Property on a temporary basis at the expressed or implied consent of the Owner or occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.23 "Lease" or "Rent" when used in the context of the renting of Dwellings means the grant by an Owner of a right of use of the Owner's Dwelling for consideration. The terms "Lease" and "Rent" shall be used interchangeably. .

1.24 "Lien for Charges" means a lien which is recorded to secure a Charge.

1.25 "Living Unit" shall mean either a Condominium Unit or Residential Lot as defined herein.

1.26 "Neighborhood" shall mean and refer to any of the nine (9) neighborhoods located in Worthington Country Club. The Neighborhoods include: Waterford Amberley Court, consisting of one hundred and twenty (120) Condominium Units; Waterford Cavendish Court, consisting of seventy-two (72) Condominium Units; Waterford Worthington Way, consisting of ninety-two (92) Condominium Units; Wedgwood Fountain – Carriage Homes, consisting of one hundred and twenty (120) Condominium Units; Wedgewood Sherburne – Carriage Homes, consisting of one hundred and sixteen (116) Condominium Units; Villa I – Detached Villas, consisting of eighty-six (86) Lots; Villa II – Detached Villas, consisting of sixty-six (66) Lots; Single Family I, consisting of seventy (70) Lots; and Single Family II, consisting of fifty-seven (57) Lots.

1.27 "Neighborhood Association" shall mean and refer to the corporate entity responsible for the operation of a Neighborhood located in Worthington Country Club. Each Neighborhood Association is either a condominium association or a homeowners association.

1.28 "Neighborhood Association Common Area" shall mean and refer to all real property, Improvements and fixtures thereon that are owned, leased or the use of which has been granted to a Neighborhood Association and the members of the Neighborhood Association for the common use and enjoyment of the members of the Neighborhood Association. If a Neighborhood is a condominium, the term shall refer to the common elements of the condominium or the common area within a Commons Association serving one or more condominiums, along with any Improvements located thereon.

1.29 "Neighborhood Association Governing Documents" shall mean and refer to the declaration of covenants or declaration of condominium encumbering a Neighborhood, along with the Neighborhood Association's articles of incorporation, bylaws, architectural control guidelines, and rules and regulations, all as they may be amended from time to time.

1.30 "Owner" shall mean and refer to the owner, as shown by the real estate records in the office of the Clerk of the Circuit Court of Lee County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Living Unit located within Worthington Country Club. Owner shall not mean or refer to the mortgagee, or holder of a security deed, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner.

1.31 "Residential Lot" or "Lot" shall mean any parcel of land located within Worthington Country Club which is intended for use as a site for, or is being used as, a single-family detached dwelling.

1.32 "Tenant" means and refers to one who leases or rents from an Owner and holds temporary possession of a Unit. The terms "Tenant" and "Lessee" shall be used interchangeably.

1.33 "Voting Interest" means and refers to the arrangement established in the Governing Documents by which the Owners of each Living Unit are entitled to one vote in Master Association matters. The total number of Voting Interests is 799.

1.34 "Voting Member" shall mean and refer to all those Owners who are Voting Members of the Master Association as provided in Section 2 hereof.

1.35 "Worthington Country Club", "WCC" or "Community" shall mean the planned unit development known as "Worthington Country Club" and includes the real property described in Exhibit "A" hereto and, when added in accordance with the terms and conditions hereof, shall include such real property as is in the future subjected to this Declaration or any Supplemental Declaration under the provisions of Section 2 hereof.

2. MEMBERSHIP.

2.1 Membership. Subject to the other Sections of this Section 2, each Living Unit has appurtenant to it one (1) Membership. All Members are Owners of Living Units. Every Member shall have one (1) Vote, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of this or any supplementary Declaration, the Articles of Incorporation, the Bylaws and other rules and regulations of the Master Association. In the case of a Living Unit that is subject to an Agreement for Deed or life estate, the contract vendee or the life estate owner shall be deemed the Owner of the Living Unit for purposes of determining membership and use rights.

2.2 Change of Membership. Change of membership shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument conveying record fee title to any Living Unit, together with approval of such conveyance by the Master Association in accordance with this Section 2, if such approval is required by this Section 2. The Owner designated by such instrument thus becomes a Member of the Master Association, and the membership of the prior Owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Master Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Master Association by all Owners shall be compulsory and shall continue until such time as the Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

2.3 Evidence of Membership. Upon approval of an application for purchase, and after furnishing the Master Association satisfactory proof of ownership, every Member is entitled to a certificate or other evidence of membership, which may be wallet sized. The Certificate of Membership may set forth any information determined relevant by the Board. Admission to any Club Common Areas, facilities, meetings or Club events may be predicated on the production of a current Certificate of Membership by a Member.

2.4 Rights and Privileges of Members.

2.4.1 A Member in good standing (Membership has not been suspended) has the non-exclusive right to use the Common Areas and the Club Common Areas subject to:

A. The right of the Master Association, by and through its Board of Directors, to adopt the annual budget and to determine the Annual Assessments to be paid by Members;

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

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

D. The right of the Master Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

E. The right of the Master Association, by and through its Board of Directors, to grant easements over, across or through the Common Areas;

F. The right of the Master Association, by and through its Board of Directors, to open the Club Common Areas, including the golf course, for use by non-golf members of the Golf Club, or non-owners;

G. The right of the Master Association, by and through its Board of Directors, to borrow money for the purpose of making capital improvements to the Common Areas, and in aid thereof, to mortgage Common Areas. Notwithstanding the above, there shall be no capital improvements to the Common Areas, where the cost of the capital improvement exceeds five percent (5%) of the total annual budget of the Master Association, including reserves, without the prior approval of a majority of the Voting Interest, present and voting, in person or by proxy, at any duly called meeting of the Master Association. The requirement for prior approval shall not apply if the work involves (i) replacements of a like kind and quality, (ii) code upgrades, (iii) technological improvements or advancements, (iv) work done due to an emergency, (iv) work necessary to take advantage of insurance deductions or that is required

by any of the Master Association's insurance carriers, (v) security, or (vi) work that is reasonably necessary to protect, maintain, or repair the Common Areas or any part, or to comply with any local, state or federal law or regulation.

H. The right of the Master Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

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

J. The right of the Master Association, by and through its Board of Directors, to regulate parking and traffic on the Common Areas;

K. The provisions of the Governing Documents; and

2.4.2 A Member shall have the right to:

A. Cast his or her vote on any items for which a vote of the Members is required or requested.

B. Serve on the Board of Directors if elected.

C. Serve on committees if appointed.

D. Attend membership and Board meetings.

Notwithstanding the foregoing, certain membership rights may be suspended as provided for in the Act and the Governing Documents.

2.5 Use of Club Common Areas. With respect to use rights to the Club Common Areas, each Living Unit is entitled to one (1) regular membership. Use rights for each membership shall be limited to the members of one family. For purposes of this Section 2.5 only, "family unit" means one natural person or not more than two natural persons, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two (2) persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors to determine in its sole and unbridled discretion.

Once designated and accepted by the Board as a qualifying family unit, only three (3) changes are permissible in persons so constituting the qualifying family unit, without a corresponding change in ownership, but in all events such change shall be subject to the Board's approval in its sole and unbridled discretion. Further, the children of the Owners shall be entitled to golf privileges if they meet all of the following conditions: (a) said children are age 23 or less; and (b) such children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent

basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If the Board determines at any time that individuals using the membership do not qualify as family unit, the Board may revoke rights in the membership of those persons who are not part of a family unit. If a Living Unit is owned by two or more persons who are not a family unit as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) family unit as defined above to utilize the Membership. The Master Association may restrict the frequency of changes in such designation when there is no change in ownership of the Living Unit.

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

Affiliate Members shall have use rights to the Club Common Areas as set forth and subject to any applicable restrictions imposed by the Board of Directors. Affiliate Members are not Members and therefore do not have the right to vote, serve on the Board or have any right or privileges other than the right to use the Club Common Areas to the extent granted by the Board.

2.6 Transfer of Membership. Except as provided for herein, no Member may transfer his Membership. The transfer of a Living Unit shall terminate any membership rights by a prior Owner or occupant. When a Member ceases to be an Owner, the Membership shall likewise automatically terminate. The termination of a membership does not relieve or release any former member for liability or obligation incurred under or in any way connected with the Master Association during the period of his or her membership. Further, the termination of a membership does not impair any rights or remedies which the Master Association may have against any former Owner, member or any individual arising out of or in any way connected with such ownership or membership and any and all covenants or obligations incident thereto. The foregoing provisions of this Section 2 shall not be applicable to transfer by an Owner to any member of Owner's immediate family (i.e., spouse, children, or parents); or if a property is owned by a form of co-tenancy, to transfer from one co-tenant to the other co-tenant.

2.7 Delegation of Rights to Use the Common Areas. Guests accompanied by a Member shall have the right to use the Club Common Areas, but only to the extent provided in and subject to the covenants, conditions and restrictions in the Governing Documents. A fee may be imposed for such usage or delegation, not necessarily limited by or related to the cost of the usage or the processing of the delegation. Each Member shall be financially and legally responsible to the Master Association for the actions and debts to the Master Association of any person to whom the Member has delegated his or her right to use the Club Common Areas. The Member may not delegate the obligation to pay Assessments or other monetary amounts owed to the Master Association. Upon the lease of a Living Unit to which a membership is appurtenant, the lessor may retain the right to use the Membership, in which

case the Tenant shall have no such rights. However, upon prior written approval of the Master Association, a Member may delegate his or her privileges to a Tenant that resides in the Living Unit during the time of the tenancy. If a Member delegates his or her privileges to a Tenant residing in the Living Unit, the Member shall not be entitled to use of the Club Common Areas, except as a Guest of a Member other than his or her Tenant, during the period of delegation. The Board of Directors shall have the right to withhold consent and approval of prospective Owners or Lessees, to any lease, sale, transfer, conveyance, bequest, devise or otherwise in the event the prospective Owner or Lessee, by being such an Owner or Lessee, would automatically violate the Governing Documents.

2.8 Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

A. Each Member shall be entitled to cast one (1) vote for each Living Unit owned by said Member (total of 799 Voting Interests).

B. The persons who may exercise voting rights are set forth in the Bylaws.

3. FUNCTIONS OF MASTER ASSOCIATION.

3.1 Required Services. The Master Association shall provide the following services:

A. Maintenance and operation of all Common Areas in accordance with the Governing Documents. The Master Association may adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections within this Section 3.

B. The purchase and maintenance of general liability and hazard insurance covering improvements and activities on the Common Areas, including coverage against loss or damage by fire, sprinkler damage, vandalism, windstorm or water, comprehensive public liability insurance, flood insurance, and, to the extent such insurance is deemed desirable and is reasonably obtainable, fidelity insurance against acts on the part of officers, directors and employees of the Master Association.

C. To establish the Architectural Review Committee (as hereinafter defined).

3.2 Authorized Discretionary Services. The Master Association is empowered, in its discretion, but not required, to:

A. Provide or retain others to provide any other services reasonably related to the duties of the Master Association as set forth in the Governing Documents and to exercise its authority under Florida law; or

B. Provide in whole, or in part by way of contribution, or retain others to provide, for the maintenance, protection, restoration or other improvement of conservation areas and/or real property owned by the Master Association or as to which the Master Association has been granted an easement for the benefit of its Members or as to which its Members have a right of use.

3.3 Obligation of the Master Association. The Master Association shall only be obligated to carry out the functions and services specified in this Section 3 to the extent such maintenance and services can be provided with the proceeds first from Annual Assessments and then, if necessary, from Special Assessments.

3.4 Mortgage and Pledge. The Board of Directors of the Master Association shall have the power and authority to mortgage, pledge, assign or otherwise encumber the property of the Master Association including the revenues of the Master Association and the right to adopt and collect Assessments as security for loans made to the Master Association, which loans shall be used by the Master Association in performing its functions.

4. GENERAL RESTRICTIONS. The Property may be used for those purposes provided in the Governing Documents, which contain certain provisions allowing flexibility in assigning and reassigning various land uses to the real property within Worthington Country Club.

4.1 Antennae and Satellite Dishes; Flags.

A. Antennas and satellite dishes are permitted in accordance with Federal law and the Guidelines.

B. Flags:

1. An Owner may display in a respectful manner up to two (2) of the following portable, removable flags not larger than 4 1/2 feet by 6 feet:
 - a. The United States flag.
 - b. The official flag of the State of Florida.
 - c. A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.
 - d. A POW-MIA flag.
 - e. A first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag. For purposes of this subsection, the term "first responder flag" means a flag that recognizes and honors the service of any of the following:
 - (i) Law enforcement officers
 - (ii) Firefighters
 - (iii) Paramedics or emergency medical technicians
 - (iv) Correctional officers
 - (v) 911 public safety telecommunicators
 - (vi) Advanced practice registered nurses, licensed practical nurses, or registered nurses
 - (vii) Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management
 - (viii) Federal law enforcement officers

2. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Lot as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one other permitted under the paragraph 4.1.B.1 Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Governing Documents.

Flags supporting an educational institution or a professional athletic team may be displayed on the day of athletic events and upon allowed flagpoles.

3. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Master Association.

- 4.2 Underground Utilities. All electric, telephone, gas and other utility lines shall be installed underground.

- 4.3 Signs. No signs including "for sale", "for rent", "open house" or candidate signs may be erected or displayed in or on any structure, or on any vehicle, unless approved in writing by the Master Association Board or other Board designee.

- 4.4 Landscaping. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn, unless approved by the ARC. The ARC may promulgate additional Guidelines for landscaping. All landscaping must be kept in good condition by an Owner or Neighborhood Association. In the event that an Owner or Neighborhood Association does not properly maintain any landscaped area, the Master Association may, but is not obligated to, undertake such maintenance and charge the cost back to the responsible Neighborhood Association or Owner.

- 4.5 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete or another surface approved by the ARC. Maintenance and repair of all driveways, parking and other paved parking facilities, exclusive of dedicated public roads and driveways serving only one single family home or villa, shall be the responsibility of the Master

Association if located in the Common Areas, and the responsibility of the Neighborhood Association if located in a Neighborhood Common Area. Driveways serving only one single family home or villa shall be the responsibility of the applicable Owner.

4.6 Animals. Commonly accepted household animal(s), such as a dog or cat (weighing no more than twenty-five (25) pounds), may be kept in a Living Unit, subject to other reasonable regulation by the Master Association or a Neighborhood Association. All animals shall be leashed (if outdoors), or contained within the Owner's Dwelling and shall not be permitted to roam free. The Master Association may restrict the walking of animals to certain areas. Owners, Guests and others who walk their animals on Common Areas must clean up after their animals. Commercial activities (including breeding) involving animals shall not be allowed. If in the opinion of the Board any animal(s) shall create unreasonable annoyance to others, then the Owner and the owner of the animal(s) if other than the Owner, upon written notice, shall be required to remove said animal(s) from WCC. Animals may not be left unattended or leashed on screened porches or screened lanais, screened patios, on Common Areas, Neighborhood Association Common Areas, Lots, or in garages.

4.7 Golf Carts. The Master Association has the authority to regulate the use of golf carts on Master Association property. These rules may require registration and fees, which may vary between classes of carts (member owned, member leased, club owned), numbers or usage, or which use may be limited, in Master Association's sole discretion. No Owner may keep a golf cart in the Community unless the Owner has a garage or cart barn storage and the golf cart is parked inside overnight.

4.8 General Appearance.

A. Clotheslines or drying yards shall be so located as not to be visible from the streets, or adjoining properties.

B. Outside garbage and rubbish disposal facilities shall be either underground or in garbage bins, fully enclosed, covered and screened.

C. No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.

D. No indigenous tree or shrub shall be removed without first obtaining approval of the Master Association, or its designee. The Owner shall preserve the existing natural habitat by limiting the clearing of vegetation and selecting indigenous plant species.

E. Seasonal holiday decorations may be displayed during the period from the day following Thanksgiving until January 6. Decorative lighting will be removed from the exterior of the home, buildings, trees or palms after the holiday season. Decorations for other seasonal holidays are permitted in the period two (2) weeks in advance until one (1) week after the holiday.

F. No noxious or offensive activity shall be carried on upon Worthington Country Club, or upon any part, portion or tract thereof, nor shall anything be done thereof which may be or become a nuisance or an annoyance to the neighborhood.

4.9 Drainage. No changes in the elevations of the lands shall be made which will interfere with the drainage, adversely affect existing vegetation, or otherwise cause undue hardship to adjoining property.

4.10 Vehicles; Parking.

B. A. No commercial vehicle of any kind may be parked on Common Areas, including Club Common Areas or Neighborhood Association Common Areas outside of normal working hours (7:00 AM to 7:00 PM on Monday through Saturday, or any time Sunday, except for emergency purposes or with the express approval of the GM/COO — unless fully enclosed inside a structure and not visible to passersby. A commercial vehicle means all vehicles of every kind whatsoever, which from viewing the exterior, there are indications of commercial use, including commercial markings, lettering, signs, displays, equipment, inventory, apparatus or otherwise. No pickup truck, boat, personal watercraft, boat trailer, or other trailer of any kind, camper, mobile home, motorhome, motorcycle, motor scooter, all-terrain vehicle (ATV) or unregistered or disabled vehicle may be parked overnight or stored in Worthington Country Club, unless enclosed in a structure.

C. Personal use vehicles are cars, vans and SUVs that do not meet any of the criteria in 4.10.A and comply with the following:

- 1). The vehicle is for personal use only.
- 2). Vans with a single rear axle, standard suspension and weight carrying capacity of one ton or less and having windows on all sides and rear seating capacity may be considered personal use vehicles.
- 3). All personal use vehicles must be capable of fitting in a normal size parking space and carport without obstructing flow of traffic or walkways, and/or access by owners of adjacent vehicles or presenting a safety hazard due to extended length, width or height, e.g., including but not limited to trailer hitch, bicycle rack, roof rack
- 4). A personal use vehicle of a visitor or Guest which does not meet the above requirements may, at the discretion of the GM/COO, be parked in a designated area of the Clubhouse parking lot.

4.11 Lakes and other Surface Water Management Areas. The Master Association is responsible for the maintenance of the surface water management system in the Community. No Owner or Neighborhood Association shall alter, change, impede, fill in or erect any structure that interferes with either the flow of water or the drainage unless the Master Association permits it.

4.12 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the Guidelines after receiving written ARC approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive, but the Guidelines may not conflict with such limitations set forth in Fla. Stat. Section 163.04.

4.13 Drones. No Drones or Aerial Devices, such as motorized planes, as defined by Section 934.50, Florida Statutes, will be allowed to fly or otherwise be used within the boundaries of WCC, except that the Board of Directors may, but is not required to, adopt further Rules and Regulations on drones approving a location for receiving deliveries, if any, and may approve the use of drones for real estate marketing purposes, inspections of Dwellings and other buildings, surveying or Master Association purposes subject to any promulgated guidelines of the Board.

4.14 Mailboxes. Mailboxes are the responsibility of the Owner or Neighborhood Association (if the Neighborhood Association is obligated or permitted to maintain mailboxes in the Neighborhood), subject to the Master Association's guidelines on uniformity, if applicable. The Master Association may, as part of a uniform project, replace mailboxes and charge that cost to the Owner or Neighborhood Association.

4.15 Common Areas. A vote of the Members will not be required for the Master Association to grant utility easements on Common Areas or other Master Association property to any public agency, authority or utility. Such utility easements may be approved by a majority of the Board of Directors.

4.16 Non-Common Areas. The Master Association shall have the right to sell and convey or otherwise dispose of its property, other than Common Areas, including but not limited to a Living Unit and tangible and intangible personal property:

- A. upon approval of a majority of the Board of Directors; or
- B. upon approval of an employee or agent of the Master Association who has been delegated such authority by a majority of the Board of Directors; or
- C. in the case of routine disposal of personal property of the Master Association, upon approval of an employee or agent of the Master Association in the normal course of his duties.

5. EASEMENTS.

5.1 Appurtenant Easements. The Owner of each Living Unit, his or her family members, Guests, Lessees and Invitees, has as an appurtenance to the ownership of fee title interest to same and subject to the Governing Documents, a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, such use and enjoyment to be shared in common with the other Owners of Living Units, their family

members, Guests, Lessees and Invitees. Use rights to the Club Common Areas are subject to the limitations in Section 2.

5.2 Utility Easement. The Master Association, its successors or assigns, has an easement upon, over, under and across Worthington Country Club for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, water works, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal system, effluent disposal system, pipes, valves, gates, pipelines, and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all Owners of Living Units and servicing the Common Areas.

5.3 Service Easement. There exists a service easement to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, internet and other utilities authorized to service Worthington Country Club, and to such other persons as the Master Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Areas for the purpose of performing their authorized services and investigation.

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

A. The right of the Master Association, in accordance with this Declaration and the Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Areas and providing the services authorized herein, and, in aid thereof, to mortgage said properties;

B. The right of the Master Association, as provided in its Bylaws, to suspend use rights to Club Common Areas;

C. The right of the Master Association to charge reasonable admission and other fees for the use of the recreational facilities;

D. The grantee of each interest in real property which is subject to this Declaration is conveyed only a limited and restricted right of access, ingress and egress to such real property. Such grantee shall have a right of access, ingress and egress to such real property only over roadways now or hereafter to be conveyed to the proper municipality or Lee County or the Master Association. The Board of Directors of the Master Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Master Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over WCC shall not make such restrictions unreasonable. Notwithstanding the provisions stated herein, each Neighborhood Association may impose more restrictive speed limits for the roadways which service its neighborhood.

E. The right of the Master Association to grant easements upon or give, dedicate or sell all or to any part of the Common Areas (including leasehold interest therein) to any public agency, authority, or utility or private concern for such purposes and subject to conditions set forth in the Governing Documents.

6. ASSESSMENTS.

The Master Association has the authority to levy and collect Assessments against each Living Unit in order to provide funds for the operation of WCC, including both Annual Assessments for each Living Unit's share of the Common Expenses as set forth in the annual budget and Special Assessments for unexpected, unusual, nonrecurring or unbudgeted Common Expenses. Common Expenses include the expenses of the operation, maintenance, repair, replacement, or protection of the Common Areas, including Club Common Areas, other Master Association property, and those components of the individual Living Units for which the Master Association is responsible, if any; the expenses of insurance for the Master Association and/or directors and officers; the costs of carrying out the powers and duties of the Master Association; and any other expense, whether or not included in the foregoing, designated as a Common Expense by this Declaration or the Bylaws. The Master Association may also levy special charges against any individual Living Unit for any amounts, other than for Common Expenses, which are properly chargeable against each Living Unit under this Declaration or the Bylaws, may levy resale capital contribution Assessments, Individual Assessments, fees or charges (including fines) against one or more Living Units as provided for elsewhere in the Governing Documents.

6.1 Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Living Unit shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Master Association: (1) Annual Assessments (2) Special Assessments and (3) Individual Assessments and special charges, and (4) any Resale Capital Contributions, all fixed, established and collected from time to time as hereinafter provided. The Annual, Special and Individual Assessments, and Resale Capital Contributions, together with such interest thereon, late fees, and costs of collection, including attorney's fees and costs, shall be a charge and continuing lien on the real property and improvements thereon against which each such Assessment is made. Each such Assessment, together with such interest, late fees, cost of collection, attorneys fees and costs, shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Areas, including the Club Common Areas or by the abandonment of the property against which the Assessment was made. In the case of co-ownership of a Living Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of the Assessment.

6.2 Purpose of Annual Assessments. The Annual Assessments levied by the Master Association shall be used exclusively for the improvement, maintenance, enhancement, acquisition and operation of the Common Areas, the Master Association's property and other property in accordance with Section 3 hereof and to provide services which the Master Association is authorized or required to provide including, but not limited to, the payment of

taxes and insurance thereon, construction of improvements, repair, replacement, payment of the costs to acquire labor, equipment, materials, management and supervision, necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Master Association for the purpose of enabling the Master Association to perform its authorized or required functions and for any other proper expense of the Master Association. The Master Association may establish reserve funds from its Annual Assessments to be held in reserve in an interest-drawing account or investments as a reserve for (a) renovation, improvements, replacement or major repairs to the Common Areas, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and (c) any other purpose established by the Board, including the payment of insurance premiums.

6.3 Annual Budget. The Board shall approve an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year, which shall project the operating expenses and any reserve funding for the forthcoming year. The Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the Annual Assessment for each Owner. The Board of Directors, along with the Finance Committee, shall establish parameters, expectations of revenue, and realistic budget goals for the next fiscal budget. Finance Committee and Board efforts shall be initiated in June with sufficient time for management to formulate a draft budget plan to present to the Board and the Members before the September Board meeting.

6.4 Proportion and Amount of Annual Assessments. Annual and Special Assessments for Owners shall be determined as follows:

A. Each Living Unit (and the Owner of such Living Unit) shall pay 1/799 of the Annual Assessment and Special Assessments adopted by the Board. Annual Assessments shall be due and payable to the Master Association not less frequently than monthly as directed by the Board.

B. Special and Individual Assessments shall be payable to the Master Association in the amount, in the manner and within the payment period as set forth in the resolution of the Board of Directors levying a special or Individual Assessment.

6.5 Purpose of Special Assessments. In addition to the Annual Assessments authorized by Section 6, the Master Association may levy Special Assessments to pay for unbudgeted, unexpected, unusual or nonrecurring expenditures by the Master Association. These expenditures may include, but are not limited to, unanticipated casualty costs, the acquisition of any Common Areas, including the payment of any mortgages thereon, defraying, in whole or in part, the cost of any construction or reconstruction, underfunding of any reserve category, repair or replacement of capital improvement upon the Common Areas including the necessary fixtures and personal property related thereto, to provide for the necessary facilities and equipment to offer the services authorized in Section 3 and to repay any loan made to the Master Association to enable it to perform the duties and functions authorized herein. To the extent that Annual Assessments are insufficient to fund

the services set forth in Section 3, the Master Association may levy a Special Assessment to cover the cost thereof.

6.6 Individual Assessments. Each Owner of a Living Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, the periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery, and trees in a well-groomed and trimmed condition, and if unimproved, in an orderly and uncluttered condition. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Master Association, after first giving thirty (30) days' notice to such Owner(s), may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owners' Property for such purposes shall not constitute a trespass. Assessments may also be levied against such Owner(s) for any damage to Common Areas which may be caused by such Owner(s), their families, Lessees, Guests or Invitees.

6.7 Effect of Non-Payment of Assessment: Lien. If the Assessment is not paid within thirty (30) days after the due date, then such Assessment shall become delinquent and shall, together with interest thereon at the rate of 18% per annum or the highest rate permitted by law, whichever is higher, from the due date, cost of collection and reasonable attorney's fees and costs incident to collection, become a charge and continuing lien on the property and all improvements thereon, against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The Assessments and charges, together with interest, late fees, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments and charges coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as first mortgagees (or their successors or assignees as a subsequent holder of the first mortgage) or as otherwise provided by law, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused.

6.8 Remedies.

A. The continuing lien is considered a restriction running with the land, shall be perfected upon recordation of a Claim of Lien in the Lee County Public Records, but shall relate back to and be effective as of the date of recording of the original Declaration of Covenants, Conditions and Restrictions of Worthington Country Club. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Lee County, Florida. The Claim of Lien secures all unpaid Assessments which are due and which may accrue after the Claim of Lien is recorded and through the entry of a final judgment, as well as late fees, interest and all

reasonable costs and attorney's fees incurred by the Master Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien. The Master Association may bring an action at law against the Owner personally obligated to pay the same without waiving the right to foreclose the lien against the property in the manner provided for in the Act. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments, or release the Living Unit owned by him or her from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or Master Association services or property, or by abandonment of his or her Living Unit. The Claim of Lien may be executed by either an officer or agent of the Master Association or its legal counsel. The Master Association may file a Claim of Lien against a Living Unit for unpaid Assessments after written notice or demand for past due Assessments as well as any other amounts owed to the Master Association has been made by the Master Association. The written notice or demand must (i) provide the Owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand; and (ii) be sent by registered or certified mail, return receipt requested, and by first-class U. S. mail to the Owner at his/her last address as reflected in the records of the Master Association, if the address is within the U. S., and to the address of the Living Unit if the Owner's address as reflected in the records of the Master Association is not the Living Unit's address. If the Owner's address is outside the U. S., the Master Association may send the notice to that address and to the Living Unit's address via first-class U.S. mail. A Claim of Lien shall secure payment of all Assessments due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Any payment received by the Master Association and accepted shall be applied first to any interest accrued, then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The preceding sentence applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

6.9 Collection of Assessments. If any Owner fails to pay any Assessment within thirty (30) days after the due date, the Master Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Master Association.

A. To charge interest on such Assessment, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment fee equal to the greater of: (i) Twenty-five Dollars (\$25.00); or (ii) five percent (5%) of each delinquent installment payment of the Assessment. This late fee shall not be considered a fine and the procedural requirements for levying fines set forth therein shall not apply.

B. To deny Master Association approval of any proposed lease of the Owner's Living Unit.

C. To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Master Association in the manner provided pursuant to Section 720.3085 of the Act, as the same may be amended from time to time. Such action may not be brought until 45 days after the Owner has been provided notice of the Master Association's intent to foreclose and collect the unpaid amount. The Owner may make a qualifying offer pursuant to the requirements of Section 720.3085 of the Act. The Master Association may purchase the Living Unit at the foreclosure sale or by deed in lieu of foreclosure and hold, lease, mortgage, or convey the Living Unit.

D. To bring an action at law for money judgment against the Owner without waiving any lien foreclosure rights of the Master Association.

E. As more particularly set forth in the Bylaws, if an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Master Association, the Master Association has the right to levy reasonable fines and may suspend the Owner's right to use the Club Common Areas until the monetary obligation is paid. Any such fines or suspension shall be imposed in accordance with the requirements of the Act.

F. As more particularly set forth in the Bylaws, if an Owner is delinquent for more than 90 days in paying any monetary obligation due to the Master Association, the Master Association may suspend the voting rights of a Member until the monetary obligation is paid.

G. As an additional right and remedy of the Master Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Owner and the recording of a claim of lien, the Master Association may declare any Assessment installments due for the remainder of the budget year in which the claim of lien was filed to be accelerated and immediately due and payable.

H. Upon an Owner's default in the payment of Assessments, the Master Association may immediately, and without notice, suspend an Owner's charge privileges. Charge privileges include the ability of an Owner to charge food, beverage, merchandise and services of the Master Association to the Owner's account. This suspension of charge privileges and bulk communications services, which may include internet and cable/satellite television services is not a suspension of the right to use Common Areas as set forth in the Act.

I. As more particularly set forth in Section 720.3085 of the Act, if a Living Unit is occupied by a Tenant and the Owner is delinquent in paying any obligation due to the Master Association, the Master Association may make written demand on the Tenant to pay directly to the Master Association the subsequent rental payments. Such demand shall be continuing in nature and the Tenant must continue to pay the rental payments until all of the monetary obligations of the Owner related to the Living Unit have been paid in full to the Master Association and the Master Association releases the Tenant or the Tenant discontinues tenancy in the Living Unit. If the Tenant fails to make such payment the Master Association may issue notice under Section 83.56, Florida Statutes and may sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Master Association were a landlord thereunder, however, the Master Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and shall have no duties thereunder. The Master

Association shall comply with all procedural requirements set forth in Section 720.3085 of the Act.

6.10 First Mortgage Foreclosure. When a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage obtains title to a Living Unit as a result of a foreclosure of its first mortgage in which it sues the Owner and initially joins the Master Association in the mortgage foreclosure action, or obtains title to a Living Unit as a result of a deed in lieu of foreclosure, such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title shall be liable for unpaid Assessments and charges except as may be limited by the Act as it now exists and as it may be amended from time to time, plus interest, late fees, collection costs and attorneys' fees and costs incurred by the Master Association. Any Assessments and charges that such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title to a Living Unit is not obligated to pay the Master Association pursuant to the Act shall be deemed to be Common Expenses collectible from Owners of all of the Living Units in the Community, including such acquirer, its successors and assigns. However, if the Master Association's Claim of Lien was recorded prior to the first mortgage, the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which obtains title shall be liable for all unpaid Assessments and charges plus interest, late fees, collection costs and attorneys' fees.

6.11 Exempt Property. The following property, individuals, partnerships or corporations, subject to Declaration shall be exempted from liability for the Assessment, charge and lien created herein:

- A. The grantee in conveyances made for the purpose of granting utility easements;
- B. All Common Areas;
- C. Property which is used for the purpose of maintenance and service of facilities within Worthington Country Club.

6.12 Resale Capital Contribution. The Master Association may levy a Resale Capital Contribution upon the purchaser or transferee in any conveyance of a Living Unit by an Owner. The amount of the Resale Capital Contribution shall be established and amended by the Board of Directors by resolution, provided, however, all Living Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance or the recording of the instrument transferring title. Payment of the Resale Capital Contribution shall be the legal obligation of the purchaser or transferee. For purposes of this Section 6.12, the term "conveyance" shall mean the transfer of record legal title to a Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, including, without limitation, as a result of the issuance of a certificate of title or deed in lieu of foreclosure or a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Capital Contribution: (a) by a co-Owner to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs resulting

from the death of the Owner; (c) to a trustee or the Owner's spouse, without a change in occupancy, solely for estate planning or for tax reasons; or (d) to the Master Association or a first mortgagee pursuant to a final judgment of foreclosure or deed in lieu of foreclosure. Upon a resale that occurs following an exempt sale described in (a) through (d) above, the Capital Contribution shall be due and payable. Capital Contributions shall be considered an Assessment and can be collected as such in accordance with the provisions of this Section 6.

6.13 **Special Charges.** All legal fees arising from an Owner's violation of the Governing Documents, including in obtaining compliance through enforcement processes set forth in this Declaration, shall be considered a special charge against the Owner's account in accordance with this Declaration. The costs incurred by the Master Association in paying real estate taxes on a Living Unit in order to protect its lien rights, shall be assessable as a special charge against the Living Unit and collectable as an Assessment pursuant to the terms of this Declaration.

7. TRANSFERS. In order to maintain a community of congenial Owners who are financially responsible, and thus protect the value of the Living Units, the use and transfer of Living Units shall be subject to the following provisions, which provisions each Owner covenants to observe:

7.1 **Forms of Ownership.** The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Living Unit may be used as a short-term or transient accommodation for several entities, individuals or families as a timeshare, a shared Living Unit, fractional ownership, or used as guest accommodations for employees, customers, or Guests of Living Units owned by business entities or non-profit corporations and other organizations, and the like. "Living Unit sharing" by multiple families and "fractional ownership" are prohibited.

7.1.1 **Ownership by Individuals.** A Living Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

7.1.2 **Co-Ownership.** Co-ownership of Living Units may be permitted, but no time share estates may be created.

7.1.3 **Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities.** A Living Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity that is not a natural person, if approved in the manner provided elsewhere herein.

7.1.4 **Life Estate.** A Living Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Living Unit, and occupancy of the Living Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Master Association. The life tenant shall be liable for all Assessments and Charges against the Living Unit. Any vote, consent, or approval required by the Governing Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the

remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

7.2 Application Fee and Estoppel Certificate Fee. The Master Association may charge an application fee in an amount determined by the Board for the approval of transfers of title or the continuation of ownership, occupancy or use pursuant to this Section 7. The Master Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owed to the Master Association by the Owner with respect to the Living Unit. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

7.3 Notice to Master Association. A new owner acquiring title shall provide to the Master Association a copy of the recorded deed, or other instrument evidencing title, within thirty (30) days after the transfer occurred.

7.4 Neighborhood Association Approval. Master Association approval of transfers under this Section 7 may be required irrespective of whether Neighborhood Association approval is also required.

8. **LEASING.** The lease of a Living Unit (which, as used in this Section 8, shall be deemed to include, as appropriate, the Dwelling located thereon) is defined as occupancy of the Living Unit by any person other than the Owner pursuant to written agreement where said occupancy by the non-Owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value), and shall specifically include, but not be limited to, arrangements such as those facilitated by Airbnb, FlipKey, VRBO, and HomeAway, a house swap, barter, business "perk" or similar arrangement that involves consideration other than rent, regardless of whether the arrangements are classified as something other than a lease.

8.1 Terms of Lease and Premises Leased. All leases shall be for a minimum term of thirty (30) consecutive days and no lease may have a term of greater than one (1) year, provided that leases may be renewed or extended, with prior Board approval. No Living Unit may be advertised or held out to the public as a place regularly rented for periods of less than thirty (30) consecutive days. In the event that a Tenant vacates a Living Unit before thirty (30) days of the lease term has passed, no new lease with a start date prior to the expiration of the thirty (30) days will be approved. No individual rooms may be rented and no transient Tenants may be accommodated. "Rent-sharing," "room for rent," and subleasing are prohibited. No Owner, their heirs, successors and/or assigns shall do anything to cause the Master Association to be defined as a public lodging establishment or other transient establishment under Federal or Florida law. No Owner nor anyone on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates or suggests that a Living Unit may be leased for any period less than thirty (30) consecutive days, anything less than the entire Dwelling may be leased, separate rooms within the Dwelling may be leased separately,

or a Dwelling may be leased on a timeshare basis. Publication of daily or weekly rates for lease of a Living Unit shall constitute a violation of this provision.

8.2 Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent, or to a Neighborhood Association as set forth in Section 8.10 below. No person may occupy a Living Unit as a Tenant, Family member of a Tenant, or other occupant without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and lease addendum and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed occupants of a Living Unit as a condition for approval. The Board may also require and obtain a credit report and/or a criminal background report on all proposed occupants of any Living Unit. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the Tenant(s) and all occupants with seven (7) days' notice, without securing consent to such eviction from the Owner. Any new occupant of a leased Dwelling, even if during the lease term, must apply and seek approval or be subject to eviction under this Section 8.

8.3 Master Association Fee. The Owner or Tenant seeking approval of a lease of a Living Unit, or a renewal or extension thereof, shall pay an application fee in an amount determined by the Board but not exceeding the maximum permitted by law per transaction.

8.4 Security Deposit. The Board of Directors shall have the authority to require that a prospective Tenant or Owner place a security deposit in an amount determined by the Board into an escrow account maintained by the Master Association to protect against damage to the Common Areas. If the Owner paid the security deposit to the Master Association, then pursuant to Section 720.303(8) of the Act, upon the conclusion of the lease term, the Owner may request an accounting from the Master Association of his or her funds that were deposited. The Master Association must provide such accounting within seven (7) days after receiving the Owner's request. The Master Association must remit payment of any unused funds to the Owner within thirty (30) days after the conclusion of the lease term. If the Tenant paid the security deposit to the Master Association and makes a request for an accounting, the Master Association shall observe the same obligations as applicable to an Owner's request.

8.5 Approval Process. Any Owner intending to lease his Living Unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the lease. Applications for approval of a renewal or extension of a lease agreement shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. The Master Association shall have the duty to approve or disapprove all proposed leases and any renewals or extensions of lease agreements within thirty (30) days of receipt of all information and fees required by the Master Association and an interview (if requested by the Board), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved.

8.6 Disapproval. If the Master Association disapproves a proposed lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed or extended. The Master Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if the denial is based upon any of the following factors:

A. The application for approval on its face, facts discovered in connection with the Master Association's investigation, or the conduct of the applicant indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the Living Unit prior to approval by the Master Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents;

B. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in Worthington Country Club as an Owner, Tenant, or occupant of a Living Unit;

C. The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process;

D. The Owner has a history of leasing the Living Unit in violation of the leasing requirements set forth in this Declaration, including but not limited to failing to seek Board approval prior to allowing the Tenant to take possession of the Living Unit or leasing the Living Unit for periods of less than thirty (30) consecutive days;

E. The applicant or any occupant under the lease has been convicted of or pled guilty or nolo contendere, to any felony involving violence to another or damage to or theft of property in the last seven (7) years, is subject to registration as a sexual offender or a sexual predator, or is currently on probation or community control for a felony involving violence to another or damage to or theft of property. However, the Board must take into account all circumstances related to such conviction, including when it occurred and how the applicant has conducted himself or herself since such conviction; or

F. All Assessments, fines and other Charges and monetary obligations against the Living Unit and/or Owner have not been paid in full.

8.7 Tenant Conduct; Remedies. All leases will provide, or be deemed to provide, that the Tenants and all occupants have read and agreed to be bound by the Governing Documents. The lease shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant (which reference to Tenant herein shall include all occupants, Guests and Invitees) to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant fails to abide by the Governing Documents, the Owner shall be responsible for the conduct of the Tenant and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Master Association as to the

Tenant. The Owner shall have the duty to bring his Tenant's conduct into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure where legally permissible. If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Master Association, the Master Association shall have the authority, but not the obligation, to act as agent of the Owner to undertake whatever action is necessary to abate the Tenant's noncompliance with the Governing Documents, including without limitation the right to institute an action for eviction against the Tenant in the name of the Master Association in its own right, or as agent of the Owner. Without limiting the foregoing, the Master Association shall have the right to institute an action for eviction against a Tenant, or any occupant of the Lot under the tenancy, if that individual, after the first date of occupancy, is convicted of, pled guilty or nolo contendere, to any felony involving violence to another or damage to or theft of property, is subject to registration as a sexual offender or a sexual predator, or is placed on probation or community control for a felony involving violence to another or damage to or theft of property.

In addition to the foregoing right of the Master Association to institute an action for eviction for failure of a Tenant to abide by the Governing Documents, the Master Association shall also have the right, but not the obligation, to act as agent of the Owner to institute an action for eviction against the Tenant in the name of the Master Association in its own right, or as agent of the Owner, in the instance that the Tenant, during the term of the lease or any renewal or extension thereof, commits any act that, if committed prior to the start of the lease, would allow the Master Association to deny the lease application. The Master Association shall have no duty to provide the Owner with the right to take action before the Master Association can institute eviction proceedings in this instance.

The Master Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions from the Owner as a Charge, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Assessment lien.

8.8 Right to Receive Rental Income When Living Unit is Delinquent. All leases must provide, or be deemed to provide, that the Master Association shall have the authority to direct that all rental income related to the Living Unit be paid to the Master Association until all monetary obligations of the Owner related to the Living Unit have been paid in full to the Master Association, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection. The Master Association shall follow the procedures set forth in Section 720.3085 of the Act.

8.9 Continued Liability of Owner. The liability of the Owner under the Governing Documents and the Act shall continue notwithstanding the fact that he may have leased his interest in the Living Unit.

8.10 Neighborhood Association Approval. Master Association approval of leases, and renewals and extensions thereof, may be required irrespective of whether Neighborhood

Association approval is also required. Notwithstanding the foregoing, the Master Association shall have the right, as the Master Association shall deem appropriate, but not the obligation, to delegate to a Neighborhood Association, on an exclusive basis, the sole authority to approve the lease of Units governed by the Neighborhood Association. The Master Association may place limitations on the delegation, including but not limited to the requirement that the approval criteria used by the Neighborhood Association, and any amendments thereto, must first be approved by the Master Association. Such delegation, and any limitations on said delegation, shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time. Regardless of whether Master Association approval is required, all other provisions of this Section 8 shall apply to leased Units, including but not limited to those relative to security deposits, Tenant conduct and remedies, attachment of rental income, and continued Owner liability.

9. REMOVAL OF NON-OWNER OCCUPANTS, AND GUESTS. In the instance that any Owner or non-Owner occupant, or Guest commits, or has committed, any act that, if seeking approval as a Tenant pursuant to Section 8 hereof, would allow the Master Association to deny the lease application, the Master Association may demand that the Owner require the non-Owner occupant, or Guest to vacate the Living Unit and the Community permanently. If the Owner refuses to comply with the Master Association's demand, or the non-Owner occupant, or Guest refuses to vacate the Living Unit and Worthington Country Club permanently, the Master Association shall have the right, but not the obligation, to act as agent of the Owner to institute an action for eviction, injunctive relief, or other action that results in having the occupant, or Guest permanently removed from Worthington Country Club. Without limiting the generality of the foregoing, the Master Association shall have the right, but not the obligation, to institute an action against the occupant, or Guest if the Master Association learns that the occupant, or Guest is, or has been, convicted of any felony.

10. ARCHITECTURAL CONTROL.

10.1 Architectural Review Committee (ARC). There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. The ARC shall consist of a minimum of three (3) persons. The term of office, composition, qualifications and meeting procedures shall be as established by the Board, the Bylaws or the Act. The ARC members may be removed during the course of their term by the President or a majority of the Board, with or without cause.

B. Design Review. All property which is subject to this Declaration is subject to architectural and site plan review as provided herein. No staking, clearing, excavation, grading, or other site work, exterior alterations, modifications, removal or reconstruction of existing Improvements or construction or erection of any new Improvements shall take place, nor shall any landscaping, change of exterior color or other work which in any way

materially alters the exterior appearance of any Improvement, Dwelling, Lot, Unit or Neighborhood Association Common Area, including but not limited to the attachment or placement of any awning, canopy or shutter upon outside walls or roofs of Dwellings or other Improvements, be performed without prior written Master Association approval. Modifications or alterations to the interior of screened porches, patios and similar portions of a Dwelling visible from outside the Dwelling shall be subject to Master Association approval.

C. Without limiting the generality of the foregoing, Master Association approval shall be required for all architectural, engineering, landscaping, construction and/or modification projects, including but not limited to addition to or alteration or modification of the following areas: buildings, signs, outside lighting, fence, hedge, wall, walk, driveways, doors, windows, dock or other structure or planting, and any addition to or any change or alteration.

D. Guidelines. The Board of Directors may establish and, from time to time, modify design guidelines (the "Guidelines") that set forth such things as design requirements, landscape material, construction standards, and colors and materials and further outline the approval process. As part of the Guidelines, the Board of Directors may establish reasonable fees to be charged for review of applications hereunder, which fees may be greater when the application is filed after the alterations or modifications requiring approval are installed, and may require such fees be paid in full prior to review of any application. The Master Association shall make the Guidelines, if adopted, available to Owners, Neighborhood Associations, builders and contractors who seek to engage in development of or construction upon all or any portion of the Community.

E. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC, together with a fee to cover the actual cost incurred by the ARC in reviewing such plans and specifications. Such fee shall be determined from time to time by the Board and shall not be refundable.

F. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

G. The ARC shall have the right to refuse to approve any plans and specifications which conflict with the standards in the Guidelines or those that are inferable therefrom, are inconsistent with the appearance and architectural style of Living Units in the same Neighborhood, or would adversely affect or in any manner be detrimental to the Community, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed Improvement landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

H. Unless specifically excepted by the ARC, all Improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said Improvements or within the time set by the ARC in the event that the approval is so conditioned. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous three (3) month period, then the ARC or Board of Directors shall notify the Owner and thereafter have the right in its discretion, to enter upon the premises and take such steps as may be required to correct an undesirable appearance. The Owner of a Living Unit shall be liable for all costs incurred in taking such action and such costs shall be deemed an Individual Assessment and shall be collected as an Individual Assessment as provided for in Section 6 above.

I. The ARC shall in all cases have the right to determine and designate the building set back lines necessary to conform to the general plan of the land, in order to preserve the integrity of Worthington Country Club. In this respect, the ARC's judgment and determination shall be final and binding.

J. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within thirty (30) days after written request for approval or disapproval is given to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration or the Guidelines, or which violates any zoning or building ordinance or regulation.

K. There is specifically reserved unto the ARC, the right of entry and inspection upon any Living Unit for the purpose of determination by the ARC whether there exists any construction which violates the Declaration, Guidelines or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The Master Association is specifically empowered to enforce the provisions of this Declaration and Guidelines by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Master Association shall indemnify and hold harmless the members of the ARC from all costs, expenses and liabilities including attorney's fees incurred by virtue of any person's service as a member of the ARC.

L. Variances. The ARC may authorize variances from compliance with the Guidelines and any of the architectural provisions of this Declaration when circumstances such as topography, natural obstruction, hardship, aesthetics or environmental considerations require, so long as such variances do not conflict with any law or ordinance or without the Owner first obtaining appropriate governmental or quasi-governmental approvals. Such variances must be evidenced in writing which must be signed by at least a majority of the members of the ARC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Guidelines shall be deemed to have

occurred with respect to the matters for which the variances were granted. The granting of such variances shall not, however, operate to waive any of the terms and provisions of this Declaration or the Guidelines for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental, laws and regulations, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental, quasi-governmental or municipal authority, nor to obtain a similar variance from architectural review committees having jurisdiction.

M. Waiver. The approval of the ARC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to disapprove any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for ARC approval. Additionally, no variance shall be deemed to be a waiver by the ARC of the right to refuse to grant a variance in any circumstance, including but not limited to the right to refuse a request for a variance as to a similar proposal or plan for which a variance was previously granted. The failure or delay of the ARC to object to any modifications, alterations, repairs, reconstruction, or new construction requiring approval as set forth herein which was done without first obtaining written approval from the ARC shall not be deemed to constitute a waiver of any right of the ARC to disapprove any similar activities in the future.

N. Inspections. Any member of the ARC or its agents shall have the right, but not the obligation, during reasonable hours and after reasonable notice, to enter upon any Living Unit or Neighborhood Association Common Area, as appropriate, to inspect for the purpose of ascertaining whether or not the Governing Documents, including but not limited to the Guidelines, have been or are being satisfied and for the purpose of determining whether the alterations or modifications contemplated by this Section 10 are being constructed as approved by the ARC. Such persons shall not be deemed guilty of trespass by reason of such entry. The Master Association may issue a certificate of completion and compliance as to any property so inspected and make and collect a charge therefor.

O. Compliance; Sanctions. If any staking, clearing, excavation, grading, or other site work, exterior alterations, modifications, repairs or reconstruction of existing Improvements or construction of any new Improvements shall take place, or shall any landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any Improvement, Dwelling, Lot, Unit or Neighborhood Common Area be performed, without the prior written approval of the ARC, the Owner of the Living Unit or the Neighborhood Association, as appropriate, shall, upon demand of the Master Association, cause such work to be removed, revised or restored in order to comply with the requirements of this Section 10. Furthermore, if prior written ARC approval is obtained, but the alterations or modifications have not been or are not being constructed as approved by the ARC, the Owner of the Living Unit or the Neighborhood Association, as appropriate, shall, upon demand of the Master Association, cause such work to be removed, revised or restored in order to comply with the approval given or return the Improvement, Dwelling, Lot, Unit, or Neighborhood Association Common Area altered or modified to the condition

it was in immediately prior to the work performed by or on behalf of the Owner or the Neighborhood Association, as appropriate. Any Owner, Neighborhood Association, contractor, subcontractor, agent, employee or other Invitee of an Owner or Neighborhood Association who fails to comply with the Governing Documents, including but not limited to the Guidelines, and/or fails to construct the alterations or modifications in accordance with the ARC approval given, is subject to any enforcement procedures, including fines, as set forth in the Governing Documents or law. Furthermore, if the Owner or the Neighborhood Association fails to cause such work to be removed, revised or restored within a reasonable time following the Master Association's demand, the Master Association has the right, but not the obligation, during reasonable hours and after reasonable notice, to enter upon the Living Unit or Neighborhood Association Common Area, as appropriate, and take such action as the Master Association deems appropriate to remove, revise or restore the property, at the cost and expense of the Owner of the Living Unit or the Neighborhood Association, as appropriate. Entry onto a Living Unit or Neighborhood Association Common Area for this purpose shall not be deemed a trespass. For purposes of this Declaration, sums owed to the Master Association by reason of the foregoing will be deemed to be a Charge against the applicable Living Unit, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Assessment lien.

P. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations, and neither the Master Association nor the ARC shall bear any responsibility for marketability, design or construction, including but not limited to the following:

(i) Structural integrity, soundness, capacity and safety features of the approved construction or modifications.

(ii) Soil erosion and uncompactable or unstable soil conditions.

(iii) Compliance with any and all building codes, safety requirements, and governmental laws, ordinances, regulations and other requirements.

(iv) Performance or quality of work of any contractor or subcontractor. Neither the Master Association nor the ARC shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction of any new Improvement, or modifications to any existing Improvement, Dwelling, Lot, Unit, or Neighborhood Association Common Area, and shall be indemnified and held harmless by the Owner or Neighborhood Association, as applicable, from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees.

Q. Neighborhood Association Approval. The ARC shall carry out the functions provided for in this Article, notwithstanding the fact that a Neighborhood Association does likewise within its jurisdiction; provided, however, that in such case (i) any submission to the ARC shall be accompanied by the approval of the subject matter thereof by the applicable Neighborhood Association (so that the ARC shall not consider any submission prior to its approval by all lower applicable associations which have a right of such approval), (ii) the

review period of such a submission shall be shortened to thirty (30) days; and (iii) a disapproval of the ARC shall supersede and control over an approval of a Neighborhood Association.

R. The ARC shall have the right to approve the location of Dwellings on the Lots in order to ensure that each Dwelling will be staggered so as to provide the maximum view to all other buildings and to preserve the large trees and other natural vegetation to the maximum extent possible. In this respect, the ARC's judgment and determination shall be final and binding.

S. Master Association Exemption. The provisions of this Section 10 shall not apply to any work performed by or on behalf of the Master Association. Without limiting the generality of the foregoing, the Master Association shall be exempt from the provisions hereof with respect to Improvements, alterations, additions and removals desired to be affected by the Master Association, through the Board of Directors, and, as such, the Master Association shall not be obligated to obtain ARC approval for any construction or changes which the Master Association, through the Board of Directors, may elect to make at any time.

T. No contractor, sub-contractor or other builder may affect any of the improvements herein discussed without the express written approval of the ARC, which permission may be withheld on the basis of the ARC's determination that such builder's qualifications and general reputation in the community indicate a potential caliber of work inferior to that deemed desirable by the ARC. The ARC may, from time to time, publish a list of builders it has in advance determined to be acceptable.

U. The ARC does not assume any responsibility for the quality of construction and no obligation or liability relating to construction of any improvements shall result from the ARC's review or approval of any plans and specifications or other plan (collectively "Plans"). Furthermore, the ARC does not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements nor does the ARC determine if improvements constructed pursuant to any Plans will be structurally sound, including but not limited to, whether or not the foundation plan is adequate for subsoil conditions, and the ARC does not assume any responsibility in this regard and no obligation or liability in this regard shall result from the ARC's review or approval of any Plans. No member of the ARC shall be liable to the Master Association or to any Owner or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of his duties hereunder, unless due to his willful misconduct.

V. Notwithstanding any other provisions of this Section 10:

(i) Any decision of the ARC may be appealed to the Board of Directors pursuant to rules established by the Board of Directors from time to time and decisions by the Board of Directors on such appeals shall be final and binding.

(ii) As to the property owned by the Master Association, the functions of the ARC shall be advisory only and shall be rendered only at the request of the Board of Directors.

11. MAINTENANCE/ INSURANCE.

11.1 Maintenance and Improvements by Owners. Maintenance, repair, and replacement of the Living Units and all Improvements located thereon, shall be the responsibility of the Owner. Each Owner shall maintain or cause to be maintained all Improvements located on his or her Lot in a neat, orderly and attractive manner and consistent with the general appearance of Worthington Country Club, taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Board of Directors or the ARC, in their sole discretion. Each Owner shall repaint, restain, or refinish, as appropriate, the exterior portions of all Improvements with colors and materials as approved in writing by the ARC as often as is necessary to comply with the foregoing standards.

11.2 Landscaping. The Owner shall maintain and replace the landscaping located on his or her Lot and within the right of way of the adjacent street, all the way to the adjacent pavement. Each Neighborhood Association is responsible for the landscaping within its Neighborhood Association Common Area.

11.3 Easements. Easements for installation and maintenance of utilities, irrigation, and equipment and materials needed to provide Communication Services as authorized herein are reserved as shown on the Plats and as provided herein or otherwise of record. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, and the Master Association, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all utilities, irrigation and equipment and materials needed to provide Communication Services, including but not limited to underground water lines, sanitary sewers, storm drains, electric, telephone, irrigation lines, and cables and conduits, under and through the utility easements as shown on the Plats.

11.4 Insurance Requirement. Each Owner at the Owner's sole cost and expense, shall purchase and maintain the policies described herein. Each Neighborhood Association is responsible for insuring any Neighborhood Association Common Area under its ownership or control, including fire, windstorm, liability, flood and other casualty. Each Owner shall be responsible for purchasing and maintaining such policies of insurance covering loss or damage to his Living Unit and all improvements located thereon or therein, including but not limited to the Dwelling, by fire and other hazards covered by a standard extended coverage endorsement including wind as well as such other risks as from time to time are customarily covered with respect to property similar in construction, location, and use, including but not limited to vandalism and malicious mischief. Additionally, each Owner shall be responsible for purchasing and maintaining such policies of liability for accident or injury occurring on or about his Living Unit, or caused by persons or pets occupying or visiting the Living Unit.

11.5 Reconstruction and Repair of Living Unit After Fire or Other Casualty. Irrespective of whether an Owner or Neighborhood Association obtains and maintains a policy of insurance covering loss or damage to his or her Living Unit and the Improvements thereon, or the Neighborhood Association Common Area, they shall be required to repair, restore and/or reconstruct damage and/or destruction to the Lot, Unit and the Improvements located thereon, including but not limited to the Dwelling, and all appurtenances thereto, caused by casualty, such as fire, flood, or wind, in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Damaged Improvements that cannot be restored and other unsightly materials shall be removed from the site within thirty (30) days after the date of the casualty. Repair, restoration and/or reconstruction shall be commenced within a reasonable amount of time after the damage occurs and shall be completed within a reasonable amount of time thereafter under the circumstances as determined by and in the sole discretion of the Board of Directors under the circumstances. For purposes of this Declaration, financial inability shall not constitute a cause beyond the control of an Owner or Neighborhood Association.

11.6 Remedies for Noncompliance. An Owner or Neighborhood Association who fails to maintain his or her Living Unit and any Improvements located thereon as required herein is subject to any enforcement procedures, including fines, as set forth in the Governing Documents or law. Furthermore, if the Owner or Neighborhood Association fail to bring the Lot, Unit, any Improvements or Neighborhood Association Common Area into compliance with the Governing Documents within a reasonable time following the Master Association's demand, the Master Association shall have the right, but not the obligation, during reasonable hours and after reasonable notice, to enter upon the Lot, Unit or Neighborhood Association Common Area and take such action as the Master Association deems appropriate to bring the Lot, Unit or Neighborhood Association Common Area into compliance with the standards set forth in this Section 11 and the Governing Documents as a whole, at the cost and expense of the Owner of the Lot. Such work may include, but shall not necessarily be limited to, the repainting or restaining of exterior surfaces of a Dwelling; the repair of walls, roofs, doors, windows and other portions of a Dwelling or other Improvements on a Living Unit; and such other remedial work as is judged necessary in the sole discretion of the Board of Directors. Entry onto a Living Unit or Neighborhood Association Common Area for this purpose shall not be deemed a trespass. The person(s) or company performing such work may be selected by the Board of Directors in its sole discretion.

11.7 Costs of Remedial Work. For purposes of this Declaration, sums owed to the Master Association by reason of the foregoing will be deemed to be a Charge against the applicable Living Unit, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Assessment lien. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable covenants or deed restrictions (including, without limitation, the imposition of fines or Charges or the filing of legal or equitable actions). If the Master Association exercises the rights afforded to it by this Section 11.7, the Owner or Neighborhood Association shall be deemed to have assigned to the Master Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction.

The Master Association shall have the right to recover from the Owner or Association any costs not paid by insurance, and shall have a lien on the Living Unit to secure payment.

In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing the Master Association to assume same, and, additionally, to reimburse the Master Association for administrative expenses incurred, the Master Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be deemed a Charge secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Assessment lien.

11.8 Right of Entry. There is hereby created an easement in favor of the Master Association and its applicable designees over each Living Unit or Neighborhood Association Common Area for the purpose of entering onto the Living Unit in the performance of the work herein described.

11.9 Neighborhood Associations; Easements through Units. All of the requirements, obligations and remedies set forth in this Section 11 shall apply to the Neighborhood Associations and their Neighborhood Association Common Area and all Improvements thereon. Accordingly, as applied to a Neighborhood Association, the term Owner or Lot Owner as used in this Section shall be deemed to include the Neighborhood Association (even if the Neighborhood Association does not hold legal title to the Neighborhood Association Common Area) and the term Lot shall be deemed to include the Neighborhood Association Common Area and all Improvements thereon. Any cost of remedial work or surcharge thereon applicable to a Neighborhood Association shall be paid directly by the Neighborhood Association, failing which the Master Association may pursue all available legal and equitable remedies. Easements for installation and maintenance of utilities, irrigation, and equipment and materials needed to provide Communication Services as authorized herein are reserved as shown on the Plats and as provided herein or otherwise of record. The area of each Living Unit covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Living Unit, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Master Association, and the applicable Neighborhood Association, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all utilities, irrigation and equipment and materials needed to provide Communication Services, including but not limited to underground water lines, sanitary sewers, storm drains, electric, telephone, irrigation lines, and cables and conduits, under and through the utility easements as shown on the Plats.

11.10 Insurance Requirements of Master Association. The Master Association is required to maintain the following insurance coverages:

11.10.1 Flood Insurance: The Master Association shall maintain flood insurance to cover all structures, Improvements and fixtures which are part of the Common Areas and located within buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

11.10.2 Property Insurance: The Master Association shall maintain property insurance coverage on all structures, Improvements, and fixtures which are part of the Common Areas.

11.10.3 General Liability Insurance: The Master Association shall maintain general liability insurance coverage for all Common areas in the minimum amount of \$1,000,000 for bodily injury and property damage per occurrence if reasonably available, and the insurance carrier shall have an A.M. Best rating of A or better.

12. RELATIONSHIP BETWEEN MASTER ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS.

12.1 Cumulative Effect; Conflict. The covenants, restrictions and provisions of the Governing Document shall be cumulative with those of the Neighborhood Association Governing Documents; provided, however, that in the event of conflict between or among any of the Governing Documents and the Neighborhood Association Governing Documents, the Neighborhood Association Governing Documents shall be subject and subordinate to the Governing Documents. The Master Association's lien for unpaid Assessments, Charges and all related interest, late fees, attorney's fees and costs shall be superior to the lien, charges and all related interest, late fees, attorney's fees and costs owed to any Neighborhood Association.

12.2 Enforcement of Use Restrictions. The Master Association and any Neighborhood Association each shall have the power to enforce their own respective use restrictions, provided that in the event of conflict, the more stringent restrictions shall control and provided further that if a Neighborhood Association fails to enforce its respective restrictions, the Master Association shall have the absolute right to do so and to allocate the cost thereof to the applicable Neighborhood Association.

12.3 Delegation of Duties. The Master Association shall have the right to delegate to a Neighborhood Association(s), on an exclusive or non-exclusive basis, such additional duties not specifically assigned to the Neighborhood Association(s) in this Declaration as the Master Association shall deem appropriate. Such delegation shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

12.4 Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Neighborhood Association pursuant to this Declaration, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Neighborhood Association's performance, non-performance or negligent performance thereof.

12.5 Master Association Performance of Neighborhood Association Duties. In order to effect economies of scale and for other relevant purposes, the Master Association, with the approval of the Neighborhood Association, shall have the power to assume responsibility for duties that have been delegated to the Neighborhood Association by this Declaration. Where

it assumes such responsibility, the Master Association shall then have the power to assess the cost of performing the work on the Neighborhood Association's behalf against the Neighborhood Association based on an expense allocation to be agreed upon by the Master Association and the Neighborhood Association. The amount assessed shall be paid directly by the Neighborhood Association, failing which the Master Association may pursue all available legal and equitable remedies.

12.6 Expense Allocations. The Master Association may, by written notice given to the affected Neighborhood Association at least thirty (30) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to the Neighborhood Association a share of the expenses incurred by the Master Association which are reasonably allocable to the Neighborhood Association or the property (Living Units and/or Neighborhood Association Common Areas) under its jurisdiction, whereupon such expense shall thereafter be deemed Common Expenses payable by Assessments of the Owners of such Neighborhood Association, through the Neighborhood Association, as provided in Section 6 of this Declaration. By way of example only, the Master Association could so allocate the share of the costs of maintaining security or patrol services or street lighting and other facilities for the Community attributable to a Neighborhood Association (or the Neighborhood Association Common Areas within its jurisdiction) (based, for instance, on the number of Living Units or linear feet of roadways adjacent to the applicable property), whereupon such allocated share would become a Common Expense of the members of the Neighborhood Association and a sum payable by the Neighborhood Association.

In the event of the failure of a Neighborhood Association to budget or assess its members for, or to pay, expenses allocated to it by the Master Association, the Master Association shall be entitled to pursue all available remedies afforded same under this Declaration and the Neighborhood Association Governing Documents, withhold such assessments from amounts collected on behalf of the Neighborhood Association (a lien on such amounts being hereby granted the Master Association for such purpose), or specially assess all Owners who are members of the Neighborhood Association for the sums due. The exercise of one of the foregoing remedies shall not be deemed a waiver of the right to exercise any other.

The Master Association has the right, but not the obligation, to allocate expenses in the foregoing manner for community-wide patrol services, maintenance of landscaping along or within road right-of-way, and Assessment collection costs.

13. COMPLIANCE AND ENFORCEMENT. The Master Association has all of the enforcement duties, authority and methods as set forth in Section 8 of the Bylaws.

14. GENERAL PROVISIONS; AMENDMENT OF DECLARATION.

14.1 Duration. This Declaration shall run with and bind Worthington Country Club, and shall inure to the benefit of and be enforceable by the Master Association and all Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said

thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the Voting Interests vote in favor of terminating this Declaration at the end of its then current term.

14.2 Amendments by Members. This Declaration may be amended at any time provided it is approved by at least two-thirds (2/3rds) of the Voting Interests that are present and voting in person or by proxy at a duly called Members' meeting. Such amendment shall be recorded in the Public Records of Lee County, Florida. All amendments shall become effective upon recording in the Public Records of Lee County, Florida. Amendments to the Governing Documents correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be approved by the Board, without need for approval from the Owners.

Whenever Chapter 720, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, all as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Governing Documents, the Board may operate the Master Association pursuant to the less stringent requirements without the need to amend the Governing Documents. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to the Governing Documents as the Board deems necessary to conform the provisions thereof with future amendments to Chapters 607, 617, and 720, Florida Statutes that supersede the provisions of the Governing Documents.

A proposal to amend this Declaration must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Declaration for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

14.3 Notices. Any notice required to be sent to any Member or Owner under the provisions of the Governing Documents shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the Member's designated mailing address pursuant to Section 720.303(4) of the Act. Notice to one of two (2) or more co-Owners of a Living Unit, shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Master Association in writing of any change of mailing address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is

mailed shall be deemed to have been given notice, if notice was given to his predecessor in title.

14.4 Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Master Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Master Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

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

14.6 Interpretation. The Master Board of Directors shall have the right, except as limited by any other provisions of the Governing Documents, to determine all questions arising in connection with the Governing Documents and to construe and interpret their provisions, and its good faith determination, construction or interpretation shall be final and binding.

14.7 Authorized Action. All actions which the Master Association is allowed to take under this instrument shall be authorized actions of the Master Association if approved by the Board of Directors, unless the terms of this instrument provide otherwise.

14.8 Not for Profit and Tax Status. Notwithstanding anything contained herein to the contrary, the Master Association will perform no act nor undertake any activity which will violate its not for profit or tax status under applicable state or federal law.

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

14.10 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of Worthington Country Club.

EXHIBIT "A"

DESCRIPTION

All real property legally described in the following plats:

Worthington Country Club, according to the plat recorded in Plat Book 45, Page 60, Public Records of Lee County, Florida.

Worthington Country Club, according to the plat recorded in Plat Book 49, Page 41, Public Records of Lee County, Florida.

Worthington Country Club, according to the plat recorded in Plat Book 50, Page 23, Public Records of Lee County, Florida.

Worthington Country Club, according to the plat recorded in Plat Book 52, Page 85, Public Records of Lee County, Florida.

Worthington Country Club, according to the plat recorded in Plat Book 54, Page 27, Public Records of Lee County, Florida.

AND

All real property previously subjected to the: original Declaration of Covenants, Conditions and Restrictions of Worthington Country Club recorded in Official Record Book 2184, Pages 3057 et. seq., of the Public Records of Lee County, Florida; Restated Declaration of Covenants, Conditions and Restrictions for Worthington Country Club recorded in Official Records Book 2528, Pages 3681, et seq., Public Records of Lee County, Florida; and the 2000 Restated Master Declaration of Covenants, Condition and Restrictions for Worthington Country Club recorded in O.R. Book 3376, Pages 3154 et. seq., Public Records of Lee County, Florida.

Instrument prepared by and after recording return to:
Steven M. Falk, Esq., Falk Law Firm, P.A.
7400 Trail Blvd., Suite 103
Naples, FL 34108
(239) 596-8400

(Space above line for recording information)

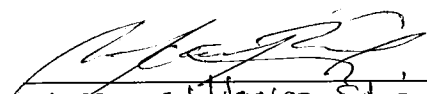
CERTIFICATE OF AMENDMENT

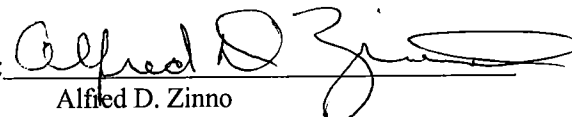
THE UNDERSIGNED, being the President of Worthington Master Association, Inc., a Florida corporation not for profit, does hereby certify that at the Board of Directors' Meeting held on October 31, 2024, at which a quorum was present, after due notice, the amendments to the Year 2024 Master Declaration of Covenants, Conditions and Restrictions for Worthington Country Club and Year 2024 Amended and Restated Bylaws for Worthington Master Association, Inc. attached hereto as Exhibit "A" were approved by the required vote of the Board of Directors pursuant to Section 14.2 of the Year 2024 Master Declaration of Covenants, Conditions and Restrictions for Worthington Country Club. The Year 2024 Master Declaration of Covenants, Conditions and Restrictions for Worthington Country Club and the Year 2024 Amended and Restated Bylaws for Worthington Master Association, Inc. were recorded in Instrument #2024000047836, Public Records of Lee County, Florida.

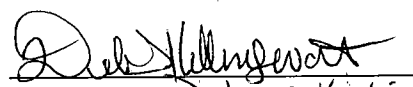
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Witnesses:

**WORTHINGTON MASTER
ASSOCIATION, INC. (SEAL)**


Print Name: Helagos Silva
13550 Worthington Way
Bonita Springs, FL 34135

By: 
Alfred D. Zinno
Its: President
13550 Worthington Way
Bonita Springs, FL 34135


Print Name: Debra S. Killingsworth
13550 Worthington Way
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14th day of November, 2024, by physical presence or () on line notarization, by Alfred D. Zinno, as President of Worthington Master Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced _____ as identification.

 LORIANN WALKER-HUGHES
Commission # HH 147514
Expires August 25, 2025
Bonded Thru Budget Notary Services

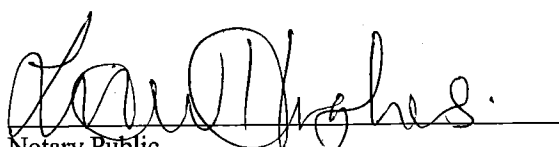

Notary Public
My Commission Expires: August 25, 2025

EXHIBIT "A"

AMENDMENTS TO YEAR 2024 MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WORTHINGTON COUNTRY CLUB
AMENDMENTS TO YEAR 2024 AMENDED AND RESTATED BYLAWS
OF WORTHINGTON MASTER ASSOCIATION, INC.

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

Section 10.1.J. of the Year 2024 Master Declaration of Covenants, Conditions and Restrictions is amended as follows:

J. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within thirty (30) days after written request for approval or disapproval is given to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration or the Guidelines, or which violates any zoning or building ordinance or regulation. If the ARC disapproves any plans and specification and, if applicable, the Board of Directors approves such disapproval if the Owner appeals, the ARC or the Master Association must provide written notice to the Owner of such disapproval. The written notice shall state with specificity the provision in the Guidelines, this Declaration or in the Rules and Regulations on which the ARC or the Board of Directors relied when denying the application or upholding the ARC's decision on appeal, and the specific aspect or part of the proposed improvement that does not conform to such provision in the Guidelines, this Declaration or the Rules and Regulations.

The Year 2024 Amended and Restated Bylaws are amended as follows:

3.7 Electronic Voting. The Association may conduct elections and other owner votes through an Internet-based online system if an owner consents, electronically or in writing, to online voting. The Association must comply with the requirements for electronic voting as set forth in Section 720.317 of the Act, as amended from time to time.

4.3 Qualifications. A Director shall be an Owner or a director, officer, partner, member, managing member or trustee of a corporation, partnership, limited liability company or trust that is an Owner. In addition, if a trust is an Owner, a beneficiary of such trust who occupies the Dwelling is eligible to serve as a Director. In the event of ownership of multiple Living Units, no individual may serve concurrently on the Board of Directors on behalf of more than one (1) Neighborhood Association. No two (2) individuals who constitute a "family" unit, as defined in paragraph 2.5 of the Declaration (including, without limitation, spouses), may simultaneously serve on the Board of Directors. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Master Association on the day that he or she could last nominate himself or herself or be nominated for the Board of Directors may not seek election to the Board of Directors, and his/her or her name shall not be listed on the ballot. A person serving as a Board of Directors member who becomes more than ninety (90) days delinquent in the payment of any

fee, fine, or other monetary obligation to the Master Association shall be deemed to have abandoned his or her seat on the Board of Directors, creating a vacancy on the Board of Directors to be filled according to law. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, may not seek election to the Board of Directors and is not eligible for Board of Directors membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board of Directors. The validity of an action by the Board of Directors is not affected if it is later determined that a person was ineligible to seek election to the Board of Directors or that a member of the Board of Directors is ineligible for Board of Directors membership due to having been convicted of a felony. A Director or officer charged by information or indictment with any of the following crimes must be removed from office and a vacancy declared: (i) forgery of a ballot envelope or voting certificate as provided in Section 831.01, Florida Statutes; (ii) theft or embezzlement involving the Master Association's funds or property as provided in Section 812.014, Florida Statutes; and (iii) destruction of or the refusal to allow inspection or copying of the Master Association's official records which is accessible to Owners within the time periods allowed by general law, in furtherance of any crime. Such act constitutes tampering with physical evidence as provided in Section 918.13, Florida Statutes; (iv) obstruction of justice, as provided in Chapter 843, Florida Statutes; and (v) any criminal violation under the Act. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. If such criminal charge is pending against the officer or Director, he or she may not be appointed or elected to a position as an officer or a Director and may not have access to the Master Association's official records, except pursuant to a court order. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office.

4.4 Certification. Within ninety (90) days after being elected or appointed, each newly elected or appointed Director shall certify in writing to the Secretary of the Master Association that he or she has read the Declaration, Articles of Incorporation, Bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. ~~In lieu of this written certification, within ninety (90) days after being elected or appointed, the newly elected or appointed Director may~~ must submit a certificate of having satisfactorily completed the educational curriculum administered by a Department of Business and Professional Regulation ("Department") Division of Florida Condominiums, Timeshares and Mobile Homes-approved education provider. The newly elected or appointed Director must complete the Department-approved education for newly elected or appointed Directors within ninety (90) days after being elected or appointed. The certificate of completion is valid for a up to four (4) years. A Director must complete the education specific to newly elected or appointed Directors at least every four (4) years and must complete at least four (4) hours of continuing education annually. within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the Director serves on the Board of Directors without interruption. A Director who fails to timely file the ~~written certification or educational certificate~~ is suspended from service on the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Master Association shall retain each Director's ~~written certification or educational certificate~~ for inspection by the Members for five (5) years after the Director's election. However, the failure to have such written certification or educational certification on file does not affect the validity of any Board of Directors action.

6.6 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Master Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report required by Section 720.303(7) of the Act. Within twenty-one (21) days after the final report is completed by the Master Association or received from the third party, but not later than one hundred and twenty (120) days after the end of the fiscal year, the Master Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member, if required by the Act. Notwithstanding that the Members may vote pursuant to Section 720.303(7) of the Act to authorize the Board of Directors, to obtain a financial report of cash receipts and expenditures, compiled financial statement or reviewed financial statement, in lieu of an audit, the Board of Directors may not do so for consecutive fiscal years.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

8.1 Obligations Of Members; Remedies At Law Or In Equity; Levy Of Fines And Suspension Of Use Rights.

- (A) Each Member and the Member's tenants, guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with the Act and the Governing Documents may be brought by the Master Association or any Member against:
- (1) A Member;
 - (2) The Master Association;
 - (3) Any Director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Governing Documents; and
 - (4) Any tenants, guests, or invitees occupying a Living Unit or using the Common Areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This subsection does not deprive any person of any other available right or remedy. Disputes subject to presuit mediation under Section 720.311 of the Act shall not include the collection of any Assessment, fine, or other financial obligation, including attorney's fees and costs, claimed to be due or any action to enforce a prior mediation settlement agreement between the parties. In any dispute subject to presuit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with a court without first complying with the presuit mediation requirements of Section 720.311 of the Act. An aggrieved party shall serve on the responding party a written demand to participate in presuit mediation pursuant to Section 720.311 of the Act.

- (B) The Master Association may levy reasonable fines against any Member or any Member's tenant, guest or invitee for the failure of the Owner of a Living Unit or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. The fine shall be in an amount deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed \$300.00 per violation or \$5,000.00 for a continuing violation, unless the Board determines that it will impose larger amounts per violation and for continuing violations, if permitted by the Act. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the non-prevailing party, as determined by the court. Fines shall be secured by a lien against a Living Unit the extent permitted by the Act. As of the recording of these Bylaws, fines of \$1,000.00 or more may become a lien

against the Living Unit. The Master Association may suspend, for a reasonable amount of time, the right of a Member, or a Member's tenant, guest or invitee, to use the Common Area and facilities, for the failure of the Owner of the Living Unit or its occupant, licensee or invitee to comply with any provision of the Governing Documents. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Living Unit. A suspension may not prohibit the right of an Owner or tenant of a Living Unit from having vehicular and pedestrian ingress to and egress from the Living Unit, including, but not limited to, the right to park. The Master Association may deactivate an Owner's gate transponder or other entry mechanism and require that the Owner, his family members, tenants and guests gain entry to WCC through a guest entrance. The procedure for imposing such fines or suspensions shall be as follows:

- (1) A fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' written notice of the Owner's right to a hearing to the Owner at his or her designated mailing or e-mail address in the Master Association's official records and, if applicable, to any occupant, licensee, or invitee of the Owner, sought to be fined or suspended, and a Such hearing must be held within ninety (90) days after issuance of the notice before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. The committee may hold the hearing by telephone or other electronic means. The notice shall include:
 - (i) A description of the alleged violation;
 - (ii) The specific action required to cure such violation, if applicable; and
 - (iii) The hearing date, and location, and access information if held by telephone or other electronic means of the hearing.
- (2) The party against whom the fine may be levied or suspension imposed shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Master Association. The Member shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.
- (3) If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. Within seven (7) days aAfter the hearing, the committee shall provide written notice to the Owner at his or her designated mailing or e-mail address in the Master Association's official records and, if applicable, any occupant, licensee, or invitee of the Owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the Owner or any occupant, licensee or invitee of the Owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid.
- (4) If a violation has been cured before the hearing or in the manner specified in the written notice requirement in subsections (1) or (3) above, a fine or suspension may not be imposed. If a violation if not cured and the proposed fine or suspension levied by the Board is approved by the committee by a majority vote, the committee must set a date by which the fine must be paid, which date must be at least thirty (30) days after delivery

of the written notice required in subsection (3) above. Attorney fees and costs may not be awarded against the Owner based upon actions taken by the Board of Directors before the date set for the fine to be paid. If a violation and the proposed fine or suspension levied by the Board of Directors is approved by the committee and the violation is not cured or the fine is not paid per the written notice required in subsection (3) above, reasonable attorney fees and costs may be awarded to the Master Association. Attorney fees and costs may not begin to accrue until after the date noticed for payment under subsection (3) above and the time for an appeal has expired. ~~fine payment is due five (5) days after notice of the approved fine required by paragraph (3) above is provided to the Owner and, if applicable, to any occupant, licensee, or invitee of the Owner.~~

(subsections (5) through (7) not amended)

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Website. The Master Association shall maintain all official records as required by Section 720.303(4) of the Act for at least 7 years. By January 1, 2025, the Master Association shall post the following documents on its website or make available such documents through an application that can be downloaded on a mobile device:

(A) The Articles of Incorporation, recorded Bylaws, Declaration and each amendment thereto.

(B) The current Rules and Regulations.

(C) A list of all current executory contracts or documents to which the Master Association is a party or under which the Master Association or the Owners have an obligation or responsibility and, after bidding for the related materials, equipment or services has closed, a list of bids received by the Master Association within the past year.

(D) The annual budget and any proposed budget to be considered at the annual meeting.

(E) The financial report required by Section 720.303(7) of the Act and any monthly income or expense statement to be considered at a meeting.

(F) The Master Association's current insurance policies.

(G) The certification of each Director as required by Section 720.3033(1)(a) of the Act.

(H) All contracts or transactions between the Master Association and any Director, officer, corporation, firm, or association that is not an affiliated homeowners' association or any other entity in which a director of an association is also a director or an officer and has a financial interest.

(I) Any contract or document regarding a conflict of interest or possible conflict of interest as provided in Section 468.436(2)(b)6., Florida Statutes and 720.3033(2) of the Act.

(J) Notice of any scheduled meeting of Members and the agenda for the meeting, as required by Section 720.306 of the Act, at least 14 days before such meeting. The notice must be posted in plain view on the homepage of the website or application, or on a separate subpage of the website or application labeled "Notices" which is conspicuously visible and linked from the homepage. The Master Association shall also

post on its website or application any document to be considered and voted on by the members during the meeting or any document listed on the meeting agenda at least 7 days before the meeting at which such document or information within the document will be considered.

(K) Notice of any Board of Directors meeting, the agenda, and any other document required for such meeting as required by Section 720.303(3) of the Act, which must be posted on the website or application no later than the date required for notice under Section 720.303(3) of the Act.

The Master Association's website or application must be accessible through the Internet and must contain a subpage, web portal, or other protected electronic location that is inaccessible to the general public and accessible only to Owners and employees of the Master Association. Upon written request by an Owner, the Master Association must provide the parcel owner with a username and password and access to the protected sections of the Master Association's website or application which contains the official documents of the Master Association.

The Master Association shall ensure that the information and records which are not allowed to be accessible to Owners, are not posted on the Master Association's website or application. If protected information or information restricted from being accessible to Owners is included in documents that are required to be posted on the Master Association's website or application, the Master Association must ensure the information is redacted before posting the documents. Notwithstanding the foregoing, the Master Association or its authorized agent is not liable for disclosing information that is protected or restricted from access by Owners unless such disclosure was made with a knowing or intentional disregard of the protected or restricted nature of such information.

The Master Association shall adopt written rules governing the method or policy by which the official records of the Master Association are to be retained and the time period such records must be retained. Such information must be made available to the Owners through the Master Association's website or application.

10.4 Crimes.

(A) Each of the following acts constitutes a misdemeanor of the first degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes: (i) knowingly aiding, abetting, or advising a person in the commission of a fraudulent voting activity related to Master Association elections; (ii) agreeing, conspiring, combining, or confederating with at least one other person to commit a fraudulent voting activity related to association elections; and (iii) having knowledge of a fraudulent voting activity related to association elections and giving any aid to the offender with intent that the offender avoid or escape detection, arrest, trial, or punishment.

(B) Any Director or community association manager who knowingly, willfully, and repeatedly violates the rights of a Member to inspect and obtain copies of official records, with the intent of causing harm to the Master Association or one or more of its Members, commits a misdemeanor of the second degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes. For purposes of this subsection, the term "repeatedly" means 2 or more violations within a 12-month period.

(C) Any person who knowingly and intentionally defaces or destroys accounting records during the period in which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Master Association or one or more of its Members, commits a misdemeanor of the first degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes.

(D) Any person who willfully and knowingly refuses to release or otherwise produce Master Association records with the intent to avoid or escape detection, arrest, trial, or punishment for the

commission of a crime, or to assist another person with such avoidance or escape, commits a felony of the third degree, punishable as provided in Sections 775.082, 775.083, or 775.084, Florida Statutes.

(E) If the Master Association receives a subpoena for records from a law enforcement agency, the Master Association must provide a copy of such records or otherwise make the records available for inspection and copying to a law enforcement agency within 5 business days after receipt of the subpoena, unless otherwise specified by the law enforcement agency or subpoena. The Master Association must assist a law enforcement agency in its investigation to the extent permissible by law.

(F) An officer, Director, or a manager may not solicit, offer to accept, or accept a kickback. As used in this subsection, the term "kickback" means anything or service of value for which consideration has not been provided for an officer's, Director's or a manager's benefit or for the benefit of a Member of his or her immediate family from any person providing or proposing to provide goods or services to the Master Association. An officer, Director, or a manager who knowingly solicits, offers to accept, or accepts a kickback commits a felony of the third degree, punishable as provided in Sections 775.082, 775.083, or 775.084, Florida Statutes and is subject to monetary damages under Section 617.0834, Florida Statutes. If the Board of Directors finds that an officer or a Director has violated this subsection, the Board of Directors must immediately remove the officer or Director from office. The vacancy shall be filled according to law until the end of the officer's or director's term of office. However, an officer, Director, or manager may accept food to be consumed at a business meeting with a value of less than \$25.00 per individual or a service or good received in connection with trade fairs or education programs.

10.5 Debit Cards. The Master Association and its officers, Directors, employees, and agents may not use a debit card issued in the name of the Master Association, or billed directly to the Master Association, for the payment of any Master Association expenses. A person who uses a debit card issued in the name of the Master Association, or billed directly to the Master Association, for any expense that is not a lawful obligation of the Master Association, commits theft as provided under Section 812.014, Florida Statutes. For the purposes of this Section, the term "lawful obligation of the Master Association" means an obligation that has been properly preapproved by the Board of Directors and is reflected in the meeting minutes or the written budget.

10.6 Requirement to Provide an Accounting. An Owner may make a written request to the Board of Directors for a detailed accounting of any amounts he or she owes to the Master Association related to the parcel, and the Board of Directors shall provide such information within 15 business days after receipt of the written request. After an Owner makes such written request to the Board of Directors, he or she may not request another detailed accounting for at least 90 calendar days. Failure by the Board of Directors to respond within 15 business days to a written request for a detailed accounting constitutes a complete waiver of any outstanding fines of the person who requested such accounting which are more than 30 days past due and for which the Master Association has not given prior written notice of the imposition of the fines.

10.7 Requirement to Provide Copies of Governing Documents. Before October 1, 2024, the Master Association shall provide a physical or digital copy of the Governing Documents to every Member. In addition, the Master Association shall provide a physical or digital copy of the Governing Documents to every new Member. If the Governing Documents are amended, the Master Association must provide every Member with an updated copy of the amended Governing Documents. The Master Association may adopt Rules and Regulations establishing standards for the manner of distribution and timeframe for providing copies of updated Governing Documents. The requirements of this Section may be met by posting a complete copy of the Governing Documents, or a direct link thereto, on the homepage of the Master Association's website and the Master Association sends notice to each Member of its intent to utilize the

website for this purpose. Such notice must be sent in both of the following ways: (i) by electronic mail to any Member who has consented to receive notices by electronic transmission and provided an electronic mailing address to the Master Association for that purpose; (ii) by mail to all other Members at the address identified as the Member's mailing address in the official records of the Master Association.