

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

WITNESSETH:

On June 3, 1987 the original Declaration of Covenants, Conditions and Restrictions for Pine Lakes Country Club, Phase I ("Phase I") ("Declaration"), was recorded at O.R. Book 1920, Pages 2379, et seq., of the Lee County Public Records. The Phase I property was platted and the Plat was recorded in Plat Book 38, Pages 42-45, of the Lee County Public Records on November 5, 1987. The Declaration was amended by filing of a First Amendment to Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 1951, Pages 3277 et seq., of the Lee County Public Records, adding property denominated as Pine Lakes Country Club, Phase II ("Phase II") to the terms of the Declaration. The Phase II property was platted and the Plat was recorded in Plat Book 39, Pages 55-57, of the Lee County Public Records on August 22, 1988. The Declaration was amended by filing a Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 2011, Pages 2352, et seq., of the Lee County Public Records adding property denominated as Pine Lakes Country Club, Phase III ("Phase III") to the terms of the Declaration. The Phase III property was platted and the Plat was recorded in Plat Book 41, Pages 39-44, Lee County Public Records on October 27, 1989. The Declaration was amended by the filing of a Third Amendment to the Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 2105, Page 2241, et seq., of the Lee County Public Records, adding property denominated as Pine Lakes Country Club Phase IV ("Phase IV") to the terms of the Declaration.

The Phase IV property was platted and the Plat was recorded in Plat Book 43, Pages 35-48, Lee County Public Records on January 22, 1991.

The Declaration was amended by the filing of a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 298, Page 2810, et seq., of the Lee County Public Records, amended Art 3.3 of the Declaration. On May, 1992, the Declaration was amended by filing a Fifth Amendment to Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 2296, Pages 4144, et seq., of the Lee County Public Records, adding property denominated as Pine Lakes Country Club, Phase V ("Phase V") to the terms of the Declaration. The Phase V property was platted and recorded in Plat Book 49, Page 37, et seq., Lee County Public Records.

Said Declaration is hereby amended in part, and restated in its entirety. On February 13, 2017 a Resolution was approved to adopt the Second amended Declaration of Covenants by 67% of all the members.

Said Declaration is hereby amended in part, and restated in its entirety. On February 10, 2020 a Resolution was approved to adopt the Third amended Declaration of Covenants by 67% of entire voting interests of the Association present either in person or by proxy.

This Third Amended and Restated Declaration of Covenants, Conditions and Restrictions (sometimes referred to herein as "Declaration") is made

by Pine Lakes Homeowners' Association, Inc., a Florida not for profit corporation. The real property subject to this Declaration is legally described in Exhibit "1" hereto. No additional land is being included in the Community in this Declaration. These Amended covenants and restrictions contained in this Declaration, run with the land and are binding upon, and inure to the benefit of all present and future Owners of Lots. The acquisition of an ownership interest in the real property, or the lease, occupancy, or use of any portion of a Lot, constitutes an acceptance and ratification by the Owner of all provisions of this Declaration, as it may be amended from time to time, and an agreement to be bound by its terms.

In order to: (i) insure that such general plan development is adhered to; (ii) establish certain continuing relationships in the form of mutual rights and obligations between the persons who acquire ownership of Lots developed in Pine Lakes Estates, and their respective successors, with respect to use, enjoyment and maintenance of certain areas and facilities (hereinafter described) and (iii) protect, preserve and enhance the value of Pine Lakes Estates and Homes constructed in it, this Amended and Restated Declaration, confirms and ratifies certain easements, servitudes, restrictions, and conditions in the form of covenants running with the land which are binding upon, enforceable against, and inure to the benefit of all such present and future owners of property developed within Pine Lakes Estates and shall run with title to the land subject to it; and

All property within the Community shall be held, sold, conveyed, encumbered, used and occupied subject to the terms and conditions of the Declaration of covenants running with the land enforceable as aforesaid.

The Exhibit "1" referred to above should be the Plats for Phases I through V of Pine Lakes Country Club.

#### **ARTICLE I - DEFINITIONS**

- 1.01 "Association" shall mean and refer to PINE LAKES ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.
- 1.02 "Owner" shall mean and refer to the record owners, of the home and lot, whether one or more persons or entities, of a fee simple title to any lot in PINE LAKES COUNTY CLUB, PHASE I, according to the plat thereof recorded in Plat Book 38 page 42 through page 45, and any subsequent Plat or Phases, but excluding those have such interest merely a security for the performance of an obligation.
- 1.03 "Properties" shall mean and refer to that certain real property herein referenced.
- 1.04 "Lot" shall mean and refer to Lots as described in the Pine Lakes Country Club, Phase I and subsequent Phase or Phases.

- 1.05 "Member" shall mean every person or entity holding membership in the Association.
- 1.06 "Community Owner" shall mean ELS/MHC Operating Limited Partnership of Illinois.

**ARTICLE II - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

- 2.01 Every person or entity other than the original Developers, their heirs assigns, or the owner of their sister park currently owned by ELS/MHC, it's directors, officers, stock holders or future employees, assigns, affiliates or subsidiaries, who is a recorded fee simple Owner of a Lot at all times so long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such Membership shall be appurtenant to, and may not be separated from ownership of interest only as security for the performance of an obligation shall not be a member, any lot which is subject to assessment. An owner shall be entitled to one (1) vote for each home and lot owned. No person or entity shall own or control more than two lots. These provisions shall apply to the person or entities, their assigns or affiliates, subsidiaries or divisions. In order to protect and maintain property values, current lifestyle, and to enforce the Declaration of Covenants, Bylaws and Articles of Incorporation, no person shall sell their home or lot or otherwise transfer title without obtaining the written consent of the Homeowners' Association, which shall not be unreasonably withheld. No person shall lease their home for less than (3) three months per year, (3) three times per year without obtaining the written consent of the Homeowners' Association, which shall not be unreasonably withheld.

**ARTICLE III - COVENANTS FOR MAINTENANCE ASSESSMENTS**

- 3.01 Owners of all Lots (by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association assessments or charges hereinafter provided. No Owner may waive or otherwise escape liability for the assessments provided herein.
- 3.02 The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health safety and welfare of the residents in the Properties, and shall have a priority over any liens, mortgages or any other security interest executed after the recording of this Declaration of Covenants, Conditions and Restrictions, including but not limited to the

following:

- (a) Costs, including attorney fees incurred by the Association in the enforcement of the provisions of this Declaration;
- (b) Insurance insuring the Association, it's Officers, directors and members in such type and amounts as determined by the Directors;
- (c) Management contractual obligations such as lawn maintenance, security gate, garbage, recyclables and environmental waste pickup and use of the Pine Lakes Country Club facilities evidenced by a Management Agreement between Community Owner and the Association dated May 7, 2002, or successive agreements, if any.

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

3.04 The assessments for which provision is herein made shall commence on the first day of the month, or as fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date of any assessment and any such assessment shall be payable in semi-annual installments.

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

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

If the assessment is not paid within fifteen (15) days after the due date, which shall be set by the Board, the assessment shall bear interest from the due date at eighteen (18%) percent simple interest, and the Association may, at any time thereafter seek legal counsel and record a Claim of Lien in the Public Records of Lee County, Florida, which shall become a lien against the Property of the

Owner(s) of the date of recordation. The Association may bring a suit on the obligation against the Property of the Owner, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with costs of the action.

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

**ARTICLE IV - ARCHITECTURAL AND ENVIRONMENTAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE NEIGHBORHOOD**

- 4.01 No improvement, addition or deletion or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, drain, disposal system, or other improvement or landscaping shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design, natural environment, and location in relating to surrounding structures and topography, landscaping and ground cover.
- 4.02 The architectural and environmental review and control functions of the Association shall be administered and performed by the Architectural Review Consultant (the ARC), who shall be a member of the Board of Directors.
- 4.03 The ARC shall have the following powers and duties:
- (a) To require submission to the ARC of complete sets of all plans and specification for any improvement or structure of any building, wall, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, plant material or ground cover or other improvement, the construction or placement of which is proposed upon any Lot in the Properties. The ARC may also require submission of samples of building or plant materials proposed for use of any Lot, and may require such additional information as may be reasonably necessary for the Board to completely evaluate the proposed structure, improvement or landscaping in accordance with this Declaration.
  - (b) To approve or disapprove any improvement or landscaping, plant

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

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

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

- (a) No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing not less than 750 square feet of livable enclosed floor area, exclusive of garages, terraces, decks or porches.
- (b) All homes must contain as a minimum, a one-car enclosed garage or carport plus an additional off-street parking area to accommodate not less than one (1) automobile or passenger vehicle.
- (c) All building must be constructed of new durable materials pursuant to County codes.
- (d) The highest point of the roof line shall not exceed eighteen (18) feet above the first-floor finished level. The ARC may, at its discretion, allow this height limitation to be exceeded in the case of building elements such as chimneys, flues, vents, and weather vanes and other elements not involving the roof line itself. The purpose of such height restrictions is to preserve views and aesthetics for the overall benefit of the Properties.
- (e) Roof materials shall be of fiberglass shingles of a color compatible with exterior color of the home. Flat or shedroof shall not be permitted unless approved by the ARC in such areas as Florida rooms, porches or patios. There shall be no flat roofs over the entire main area of a building, however, the ARC shall have the discretion to approve such flat roofs on parts of the main area of a building. Solar collectors are

permitted with prior approval received from ARC.

- (f) The exterior of all homes shall be of vinyl, stone, brick, stucco over cement block and/or other materials, if approved by the ARC.
- (g) House Color/Exterior Construction: The ARC shall have final approval of all exterior changes to a residence, including the house color and the installation of storm shutters. An owner shall submit to the ARC detailed plans for approval, and in the case of changing a color, a color sample, showing the planned color of all exterior surfaces. The ARC shall determine whether the color is consistent with the homes in the surrounding area and provide their decision.
- (h) All dwellings shall have a driveway of stable and permanent construction approved by the ARC.
- (i) Basketball backboards and any other fixed games and play structures shall not be allowed. No platform, doghouse, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot.
- (j) The composition, location and height of any garden patio wall to be constructed on any Lot shall be subject to approval by the ARC. The ARC shall require the composition of any garden or patio wall to be consistent with the material of the surrounding homes, if any. No such wall shall be constructed to a height greater than six (6) feet above the grade level, except for minor architectural projections such as for posts and the like. No chain link fencing or total perimeter fencing are allowed.
- (k) All swimming pools, spas and hot tubs shall:
  - (1) Be constructed of a material thoroughly tested and accepted by industry for such construction and certified as acceptable by a qualified swimming pool engineer.
  - (2) All pool screening shall be constructed so as not to be visible from the street in front of the dwelling unless approved by the ARC.
  - (3) Lighting of a pool or other recreational area shall be designed so as to buffer the surrounding residences from lighting.
- (l) No fill may be placed or shall any excavation work be commenced on any Lot in the Properties until the ARC has approved the site plan work.
- (m) No window or wall air-conditioning units shall be permitted unless approved by the ARC.
- (n) No mailbox or paper box or other receptacle of any kind for use of delivery of mail, newspapers, magazines or similar materials

shall be erected on any Lot unless and until the size, location, design and type of material for said box or receptacle has been approved by the ARC.

- (o) No wall, hedge or shrub planting which obstructs site line between two (2) feet and six (6) feet above the roadway shall be placed or permitted to any corner Lot.
- (p) All residences shall have an exterior post mounted light on a photocell in working order.
- (q) Connections for all utilities, including but not limited to water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such a manner to be acceptable to the governing utility.
- (r) The building setback requirements shall be those imposed by Lee County, except for the following:
  - (1) No structural improvement, excluding mailboxes, exterior lighting, garden walls, walkways or driveways approved by the ARC, will be placed forward of the front setback line established by Lee County.
- (s) No above-ground storage tanks shall be allowed under any circumstances on any Lot unless approved by the ARC.
- (t) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot. Total rock, cement or gravel yards is prohibited. Rock material may be used in connection with a resident's general landscaping plan subject to the approval of the ARC and the PLEHOA Board. Lawn ornaments are expected to be limited and in good taste. In the event a neighborhood dispute arises regarding the use of ornaments by any resident, such dispute will be submitted to the Board of Directors, which shall render their decision in writing.

#### **ARTICLE V - MISCELLANEOUS**

- 5.01 The property subject to these covenants and restrictions may be used for single residential living units. No owner may engage in any type of commercial business without the written approval of ARC and subject to adherence within, ARTICLE V, Section 5.8, Nuisance Rules. No building or other improvement shall be erected upon any Lot without the written, prior ARC approval thereof as ELS/MHC where herein provided. No Lot shall be divided, subdivision, partitioned, or reduced in size, without the written approval of the Association.
- 5.02 No tents, trailers, vans, shacks, tanks, or temporary accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Association. No boats,



trailers, recreational vehicles (those with sleeping and cooking facilities) shall be placed, parked or stored in any driveway or Lot, other than for temporary cleaning or loading not to exceed forty-eight (48) hours.

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

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

- 5.04 No boats, recreational vehicles or other motor vehicles, except four-wheel vehicles or motorcycles shall be placed, parked or stored upon any lot, driveway, garage or carport, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any lot other than temporary cleaning, for a period of not more than forty-eight (48) hours.

Bicycles, golf carts, tools and lawn equipment shall be stored in a garage or concealed by means of a screening wall approved by the ARC. Barbecues may be stored outside. Parking on the grass is not allowed by residents. Guests may park on the grass for a period of not more than forty-eight (48) hours. Parking on the street is allowed for twenty-four (24) hours.

- 5.05 No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

- 5.06 Dogs or cats may be kept on lots subject to rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. No animals shall be allowed to run loose at any time. For example, residents may have up to two (2) pets, two dogs, or two cats, or one dog and one cat per house. No pets that historically have been bred for guard or attack purposes are allowed and pets must be leashed at all times. Visitors are allowed to bring a pet into Pine Lakes Estates providing the pet is not allowed to have excretions on any area other than the home site of the resident being visited or the perimeter common areas designated for such purposes. In all instances, the Homeowner where the visitor is staying is responsible for the clean-up of any pet excretions. No pets are allowed in the recreational areas at any time.

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

5.08 Service Animal:

(1) "Service animal" means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. A service animal is not a pet. For purposes of subsections (2) and (3), the term "service animal" is limited to a dog or miniature horse. The crime-deterrent effect of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of this definition.

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

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

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

the handler's control by means of voice control, signals, or other effective means.

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

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

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

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

- 5.09 Nuisance Rules: No garage, patio, or rummage sales are permitted on any Owner's home. In the event of a dispute or question, to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.
- 5.10 In keeping with the intent to develop a stable residential community, no Owner shall be permitted to rent or lease out a portion of any residence located in the Properties.
- 5.11 No sign of any kind shall be displayed to public view except one sign of not more than one (1) square foot to indicate the name of the residence or a sign of not more than five (5) square feet advertising the property for sale or rent, or any sign used by a builder to advertise the company during a construction period.
- 5.12 All windows, porches, screen enclosures, and exteriors of all dwellings and other structures on any Lot shall, at all time, be maintained in a neat and orderly manner. The exterior of all dwellings and other structures must be completed within six (6) months after construction has commenced, except where such completion would result in a great hardship to the Owner due to strikes, fires or natural calamities.

Home Maintenance and Remedy for Non-Compliance: Maintenance of the home's exterior and landscaping (except lawn mowing) shall be the responsibility of the Owner. Every home must be power washed at least one (1) time per year. The home must be maintained in a manner consistent with other homes in the community. In the event an owner fails to maintain his home site acceptable to community management, upon their inspection, a notice will be sent to PLEHOA for their concurrence or objection. If the Association Board agrees with the Community Manager's non-compliance decision, a written notice will be provided to the homeowner by community management. If the homeowner fails to correct the situation within ten (10) working days, community management has the right to assign the corrective work to their employees or subcontractors to correct non-compliance situation. The cost incurred in providing labor to correct the non-compliance will be submitted to the homeowner for payment within thirty (30) days. In the event the homeowner fails to pay the invoice within that period, the PLEHOA will be responsible for the debt and subsequent collection from the homeowner. The result of any non-payment will be placing a lien on the property on behalf of PLEHOA. The lien shall be of equal dignity to the lien for assessments created by this Declaration.

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

additional policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times.

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

#### **ARTICLE VI - GENERAL PROVISIONS**

- 6.01 The covenants and restrictions of this Declaration shall run with the land and bind each lot, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representative, heirs, successors and assigns, for an initial term of fifty (50) years from the date of this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of twenty (20) years unless an instrument signed by the then Owners of sixty-seven (67) percent of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or Owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expense of litigation shall include reasonable attorney's fees incurred by the Association or other Owner in seeking such enforcement.
- 6.02 In addition to any other right of amendment provided for in this Declaration, the Pine Lakes Estates Homeowners' Association, Inc. may in its sole discretion, by an amendment filed, of record, modify, change, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, provided any amendment which would affect the surface water management system must have the prior approval of the South Florida Water Management District.
- 6.03 Any notices required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.
- 6.04 Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

- 6.05 **METHOD OF AMENDMENT OF DECLARATION.** Except as elsewhere provided otherwise, this Declaration of Covenants, Conditions and Restrictions may be amended in the following manner.
- 6.05.1 **Proposal of Amendments.** An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.
- 6.05.2 **Proposed Amendment Format.** Proposals to amend the existing Declaration of Covenants, Conditions and Restrictions shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be with hyphens.
- 6.05.3 **Notice.** Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.
- 6.05.4 **Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of sixty-seven percent (67%) of the entire voting interests of the Association present (in person or by proxy) and voting a duly noticed meeting at which a quorum is present, or by a written agreement of sixty-seven percent (67%) of the entire voting interests. Amendments correcting errors, omissions or scrivener 'errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.
- 6.05.5 **Effective Date.** An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.
- 6.05.6 **Automatic Amendment.** Whenever Chapter 720, Florida Statutes (2003) Chapter 617, Florida Statutes (2003) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Declaration of Covenants, Conditions and Restrictions, the Board may operate the Association pursuant to the less stringent requirements. The Board Directors, without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Covenants, Conditions and Restrictions as the Board deems necessary to comply with such operational changes as may be enacted by future amendment to Chapter 617, and 720 of Florida Statutes (2003), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.
- 6.05.7 **Provision.** Provided, however, that no amendment shall materially and adversely alter proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the Association unless the record parcel owner and records owners

of liens on the parcel ELS/MHC join in the execution of the amendment. For purposes of this section, a change in quorum requirements is not an alteration of voting interests.

- 6.06 Whenever the singular shall include the plural and the singular, the use of any gender shall include all genders.
- 6.07 This Declaration shall become effective upon its recordation in the Public Records of Lee County, Florida.
- 6.08 Notwithstanding any of the foregoing to the contrary, it is understood that these Covenants and Restrictions are subordinate to and will be subordinate without the necessity of any other instrument to an easement or easements given or to be given to private, public or quasi-public utilities for the installation and maintenance of service lines.

Updated February 10, 2020