



FIDDLESTICKS COUNTRY CLUB, INC.
GOVERNING RULES AND REGULATIONS
Updated April 23, 2019

Introduction: The Rules and Regulations contained herein have been formulated to assure all members maximum enjoyment of all Club facilities with the Club Management solely responsible for all interpretations, modifications and enforcement. Our tradition is based on a strong sense of community responsibility, stressing integrity, etiquette, and orderliness as values contributing to the common good. All members are expected to adhere to these policies and support their application in promoting the highest level of member satisfaction possible.

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SECTION I:

MEMBERSHIP DEFINITIONS, CLASSIFICATIONS & PRIVILEGES:

A. Membership Classifications & Privileges:

1. Equity Member:

Voting Members that are classified as Resident Equity Member, Non-Resident Member, and Associate Member and are Membership classifications authorized to vote as defined in the By-laws in Article IV, Section A: Classes of Members.

2. Tennis Membership

This annual renewable non-equity membership provides the member and his/her children up to age 25 (if a full-time student or lives at home) with the use of tennis facilities along with dining in conjunction with tennis activities before 5:00 p.m. Participation in other club sponsored social events is not included. Such member has no voting privileges.

3. Annual Memberships

- a. Non-Resident Non-Equity:** Starting October 1, 2019 this membership will be offered to Members upon sale of their home without paying a joining fee. No age or tenure requirement. Privileges include: golf seven days per week, with no green fee, but subject to cart fee(s). Tennis, fitness, pool, Club-sponsored social events, and dining privileges. Members who elect to transfer to a Non-Resident Non-Equity membership upon sale of their home will not be able to downgrade to a Legacy or Social Legacy membership if they have not met the age and tenure requirements. Those Non-Resident Non-Equity members who have met the age and tenure requirements can later downgrade to a Legacy or Social Legacy membership at the start of the next fiscal year. Once they downgrade from a Non-Resident Non-Equity, they can no longer move back to it without re-applying for a new Non-Resident Non-Equity membership and paying the then-applicable administrative and initiation fees. Requires yearly food and beverage minimum. The cost is 100% of all dues and fees per the Club's Governing Documents. This is a non-voting membership.
- b. Legacy:** This annual renewable membership is available to Resident Equity Members at the time of sale of their residence or when downgrading from Non-Resident at the start of the following fiscal year. To be eligible, a potential Legacy Member must be at least 75 years old and lived at FCC for at least 10 consecutive years but no longer reside within FCC. Once a Legacy membership is selected,

the member cannot “upgrade” to Non-Resident without applying & paying the then-applicable administrative and initiation fees. A “downgrade” to Social Legacy is only available at the start of the fiscal year. Legacy privileges include: Golf Monday through Friday with no green fee, but subject to cart fee(s). Unlimited weekend play with appropriate guest fees. Tennis, fitness, pool, and dining privileges are included all days of the week. Registration for all Club-sponsored golf tournaments is included when they are held Monday through Friday and only after Equity members have made reservations and space is available (7 Days Following When Event Registration Begins). If a tournament is held on a weekend, Legacy members would pay a guest fee in addition to the applicable tournament fee. Attendance at Club-sponsored social events/classes only after Equity members have made reservations and space is available (7 Days Following When Event Registration Begins). Requires yearly food and beverage minimum. The cost of this membership is 50% of all dues and fees per the Club’s Governing Documents and is paid on an annual basis. This is a non-voting membership.

- c. **Social Legacy:** This annual renewable membership is available to Resident Equity Members at the time of sale of their residence or when downgrading from Legacy or Non-Resident at the start of the fiscal year. A Social Legacy cannot “upgrade” to Legacy membership at any time. Social Legacy members can upgrade to a Non-Resident membership at the start of the following fiscal year by paying the then-applicable administrative and initiation fees. To be eligible, a potential Social Legacy must be at least 75 years old and lived at FCC for at least 10 consecutive years but no longer resides within FCC. Privileges include fitness, pool, card rooms, and dining. Attendance at club-sponsored events/classes is available if space permits after Equity Member reservations (7 Days Following When Event Registration Begins). No food & beverage minimum is required. Golf guest rounds are limited as per our Rules & Regulations. The cost is 20% of all dues & fees per the Club’s Governing Documents and is paid on an annual basis. This is a non-voting membership.
- d. In the case wherein a Legacy member has a Significant Partner in Residence (SPIR), who does not meet the criteria for a Legacy membership, and the member predeceases the SPIR, at that time all rights and privileges for the SPIR as a Legacy member shall be discontinued. The SPIR may consider purchasing a different membership.

If the SPIR meets the criteria for being a Legacy member, the SPIR shall retain all rights and privileges of Legacy membership if the member predeceases the SPIR.

If the SPIR designates his/her own SPIR and predeceases that SPIR, the Legacy membership is discontinued immediately.

4. Non-Resident Membership

A Non-Resident membership is for a person who does not own either a Living Unit or a Lot but becomes a member based on terms and conditions established by the Board of Directors from time to time for this specific category of membership. The total number of such memberships shall not exceed twenty-five (25). In addition:

- a) A Non-Resident membership must be approved by the Board of Directors with payment of an administrative fee established by the Board.
- b) The Non-Resident membership requires a non-refundable initiation fee, to be paid up-front, as established by the Board of Directors. The formula for applying the initiation fee or a part thereof, in order to provide an incentive to purchase a Living Unit or Lot, will also be determined by the Board of Directors.
- c) A Non-Resident member is responsible for the payment of annual dues and capital fees, and a full food and beverage minimum. The Non-Resident member will not be responsible for payment of assessments.
- d) The Non-Resident member will be entitled to the same Club privileges and use of the facilities as a Resident Equity member, but may not vote, serve on the Board of Directors or a committee or hold any Club office.
- e) The Club shall also have the right to suspend and/or terminate all rights and privileges of any Non-Resident member for non-payment of fees, dues, food and beverage minimum, or charges and fines, or for any unacceptable conduct described in the Club's Governing Documents as defined in sections H, I and J of the By-laws of Fiddlesticks Country Club.

B) Member Definitions

1. Immediate Family

Immediate Family members are guests that fall under the vertical family tree, including Father, Mother, Grandfather, Grandmother, Grandchildren, Son, Daughter, and In-laws with the same designation.

2. Dependent Children

Members who have Children above the age of 25 and/or Parents who are "dependents" (as defined by the IRS) and reside with the member may make

application to the Board for these dependents to be entitled to Club privileges as provided by the member's classification until such time as their status no longer exists or the member relinquishes the membership.

Significant Partner in Residence:

Listed below are the qualifications to become a Significant Partner in Residence (SPIR).

The member assumes full responsibility for the SPIR's charges to the member account.

An affidavit from both the member and SPIR attesting to the following is required:

- a) We have a committed relationship of indefinite duration;
- b) We now reside together and intend to reside together for an indefinite period of time;
- c) We are the sole domestic partner of the other;
- d) Neither of us is married;
- e) Both of us are at least 21 years of age and mentally competent to consent to contract;
- f) We are not related by blood to a degree that would bar marriage in the State of Florida.
- g) We are financially responsible for each other.
- h) We agree to notify the Club if there is dissolution of this domestic partnership by filing a statement of termination; and acknowledge a period of one (1) year must elapse between the date of the statement of termination and the submission of a new affidavit of domestic partnership.
- i) The member acknowledges that he/she will be billed an administrative fee of \$100.00 for each designation.

4. Guest Policy

Accompanied Guests:

The club welcomes your accompanied guests at all times. As long as the accompanied guests are with you, no guest pass is required.

Unaccompanied House Guests:

Members may obtain a guest pass for unaccompanied house guests, as outlined below. House guests are defined as guests who live outside a 50-mile radius of Fiddlesticks when visiting the member. Members must obtain the guest passes at the reception desk during normal business hours. Both the member and the house guests must appear in person, and the house guest must present proper identification when receiving the guest pass. The guest pass allows eligible house guests to utilize the club amenities unaccompanied and pay appropriate fees,

where applicable. No guests or immediate family members (defined above) who live within a 50-mile radius of the club shall be eligible for a guest pass and must be accompanied by the member at all times when using the club facilities. Passes are valid for a maximum of ten consecutive days.

Unaccompanied Adult Children:

While not in residence at Fiddlesticks, each equity member may assign two unaccompanied guest passes per calendar year. The passes will only be issued to visiting adult children of the equity member while staying at their parents' residence. Each pass will be valid for a maximum of ten consecutive days. Prior to an unaccompanied guest pass being issued, the requesting member must submit the required authorization form and receive approval. It is suggested to receive approval prior to making travel arrangements.

C. Transfer of Membership:

A Resident Equity member may transfer membership to an Associate membership (for not more than one year) at the time of the sale of the member's property and must retain the current Equity certificate and abide by the By-laws governing Associate members. An Associate member may transfer his/her membership to a Resident Equity membership when purchasing property within Fiddlesticks Country Club and retain his/her current Equity certificate and abide by the By-laws governing Resident Equity members. The transfer must take place within one year of the date of the sale of the original property.

D. Waiting List and Upgrading of Membership

The Board reserves the right, at any time, to restrict the number of members in each classification. At that point, the names of individuals wishing to purchase a membership or upgrade their membership will be placed on a waiting list with priority given to current members wishing to upgrade. To upgrade membership type and classification, a new application must be submitted.

SECTION II:

DUES, CHARGES AND FEES

- A. The club member, in whose name the individual membership rests, is financially responsible for all family members, guests, and lessees as addressed in the By-laws in Article IV, Section F&G: Fees, Assessments, and Charges.

- B. The privilege to charge food, beverage, equipment and other items may be limited, suspended or revoked partially or completely at any time by the Board of Directors or its designee. In addition:
- a) Charges by Immediate Family members who live outside a 50-mile radius of Fiddlesticks should sign by name, with the member's name and membership number.
 - b) All purchases (food, drink, equipment, and lessons) made by members must be charged to the members' account.
 - c) The Board of Directors reserves the right to establish food and beverage minimums and service charges.
 - d) Each member will receive a monthly statement with full payment due upon receipt. If payment is not made within fifteen (15) days of due date, an 18% per annum interest charge will be applied to the account from the due date until the amount is paid in full.

SECTION III:

MEMBER/STAFF RELATIONS

- A. It is the policy of the Club not to discriminate against any person as to admission to membership, maintenance of membership or use of Club facilities because of race, color, religion, age, sex or national origin, subject only to various age requirements in these By-laws and the Rules concerning the use of the Club's facilities and grounds.
- B. It is the policy of the Club not to discriminate against any person as to compensation, benefits, employment, tenure or other terms or conditions of employment, because of race, color, religion, age, sex or national origin.
- C. Members are expected to always treat each Fiddlesticks member/employee with respect and courtesy. Verbal or other abuse (including profanity) of our members/employees will not be tolerated. Per our By-laws, "conduct deemed to be improper or likely to endanger the welfare, safety, harmony or good reputation of the club or its members" may result in disciplinary action. Members who are dissatisfied with the service rendered by an employee are encouraged to lodge specific comments or complaints with the General Manager, or the appropriate Department Manager.

SECTION IV:

HOUSE OPERATIONS

A. Reservations

1. Patio, Pub and Cabana seat on a first come, first serve basis.
2. Required for evening dining in the dining room.
3. Table preference will be considered on a first come, first serve basis.
4. Members will not be seated prior to reservation time.
5. Reservations will be held for fifteen (15) minutes.
6. After fifteen (15) minutes, the reserved table will be released. A table will be provided when one is available.
7. Groups of more than ten (10) persons will be placed at two tables or more.
8. Group reservations that exceed twenty-three (23) in number must be booked through the Catering Department and will require a private room and a limited menu.

B. Special Event Dining

1. Reservations are required for all special events.
2. A member may reserve up to one table of eight (8). Member and guest names must be provided with the reservation.
3. There is a limit of six (6) guests per member couple, except on a space availability basis.
4. It may be necessary to join smaller parties in a “mixer table” to maximize the seating capacity.
5. Members making a reservation the day before or day of the event may be offered an alternative menu.

C. Special Event Cancellation Policy

1. Any reservation that is not cancelled in the time window below will be charged for the event.
 - a) 48 hours for a special event
 - b) 72 hours for the New Year’s Eve event.
2. Cancellations after the deadline may be accepted without charge if there is a waiting list to fill the table.
3. If reservations made the day before or day of the event are cancelled, the member will be charged for the event.

D. House Rules

1. The use of the facilities at Fiddlesticks Country Club, Inc. is restricted to members, guests, lessees and reciprocal guests at designated times of the year. The Club is not responsible for personal injury, accident or loss of property.
2. The hours of operation for the Clubhouse, food service, and business offices will be as posted. The Clubhouse will close for special occasions and certain holidays. Last call is to be given at 11:30 p.m. unless there is a club or private event that holds the club opens later.
3. All food and beverage provisions used or served in the Club must be obtained from the Club. Each membership will have a food & beverage minimum assigned to it. Members are responsible for their food and beverage minimums and the timely payment of all charges incurred. Any Equity member owning more than one Living Unit or Lot is required to purchase an equal number of Equity memberships. The member will only pay fees, assessment and charges, but not a food and beverage minimum on the other units or lots. Members should review their membership classification in order to determine their required minimums.
4. Certain events are not credited against the food & beverage minimum. The member or immediate family member must be present in the dining room in order for the purchase to be credited against the minimum requirement.
5. The club does not sell raw products for private preparation and consumption outside of the clubhouse.
6. A member may bring non-members to select social functions of the Club by registering such individuals as "guests" and paying the customary charge for such functions.
7. The Board of Directors or its designee shall have the power to regulate the playing of all games and prohibit any game deemed inappropriate, illegal or prejudicial to the interest of the Club.
8. Pets (other than service dogs) are not permitted in the clubhouse, patio and pool/cabana at any time.
9. The bulletin boards are only for official club uses.
10. All personal and private property left in or around the Club's premises is solely at the owner's risk.
11. Members and guests should not use the Club's facilities beyond their own physical abilities. All exercise and fitness participation is at the risk of the member or guest, and Fiddlesticks Country Club, Inc. is not liable or responsible for injury.
12. The Clubhouse, Littlesticks, Pool Deck and Cabana is a "smoke-free" environment. Smoking and the use of electronic cigarettes are allowed only in the designated outside smoking area immediately in front of the Men's Grill and is prohibited from 6:00PM - 9:30PM during dinner service.
13. The Club is an open "Private Club" as that term is defined by the Florida Alcoholic Beverage Code. All members and guests shall fully comply with the

requirements of the Alcoholic Beverage Code and pertinent rules and regulations promulgated pursuant to the Code.

14. No one under 16 years of age is allowed in the Fitness Center, Men's Locker Room\Men's Grill Room and the Ladies Locker Room unless accompanied by an adult.
15. The use of cellular telephones is prohibited in the clubhouse. Texting and emailing on portable devices is permissible when in silent mode. Please use discretion.
16. All weapons of any kind are not permitted on the Club property at any time.
17. Management personnel of the Club will have full authority to enforce the house rules and regulations, and any violation of such should be reported to management.
18. Violation of any of the preceding in Section III and Section IV, or conduct in a manner prejudicial to the best interests of the Club will result in disciplinary action.
19. The building must be vacated no later than 1:00 a.m.
20. Cart parking in front of the clubhouse is restricted to only those requiring assistance of a medical or physical aid of mobility.

E. Food & Beverage Minimum Policy:

1. The host (member) must be present for all food and beverage charges to the account, with exceptions allowed for Immediate Family with issued guest passes.
2. Account balances shall remain with the member and not transfer to another member.
3. All food and beverage provisions used or served in the Club must be obtained from the Club.
4. Members are responsible for their food and beverage minimums and the timely payment of all charges incurred. Each membership will have a food and beverage minimum assigned to it. Members should review their membership classifications in order to determine their required amount.
5. The food and beverage minimum applies to all prepared take-out meals and food and beverage consumed in the clubhouse with the exception of tournament events.
6. Members who hold a party, which is paid for solely by them, and not reimbursed by a third party, shall have that amount applied to their minimum.
7. In the event a member forfeits his/her membership rights, as a result of non-payment of the account, said member will not be allowed to use the dining or bar facilities by reason of the membership forfeiture. As stated in the Fiddlesticks Country Club By-laws, the member will still be responsible for any unspent minimum.

SECTION V:

DRESS CODE

Fiddlesticks desires to maintain a standard of dress and appearance consistent with a private club for ladies and gentlemen. When using the Club, members and guests are required to dress in an appropriate manner using good taste. Complying with the dress code shows respect for that desire and is required at all times. It is, also, each member's responsibility to ensure his/her guests are aware of and comply with the dress code. The Board of Directors has given the sole authority to Club Management and Staff, to enforce the dress code policy including refusing service, and requesting any person(s) not compliant to leave. The Board of Directors will address repetitive infractions.

Appropriate dress in all public areas of the Club shall be clean, trim fitting, free of holes, not excessively wrinkled, without frayed hems and not tattered. Cargo pants and shorts, cut-offs, leggings, halter tops, tube tops, bare or exposed midriffs, overalls, tank tops, undershirts, and fatigues are not permitted.

A. Golf Course Facilities (including all practice areas):

Gentlemen are required to wear slacks or mid-length golf shorts and collared shirts with sleeves including mock turtlenecks and turtle necks. Sweaters or pullovers are acceptable when worn with a collared shirt, turtleneck or mock turtleneck underneath. Ladies are required to wear slacks, golf shorts or skirts. Shirts must have either a collar or sleeves. Gentlemen and Ladies must wear shirts tucked in unless designed for wear outside slacks, golf shorts or skirts. Caps must be worn with the bill to the front.

B. Tennis Facilities:

On the tennis courts, standard tennis attire is permitted. Gentlemen are required to wear shirts with sleeves and collared shirts are recommended; however, professional tennis shirts are acceptable. Regulation, flat soled tennis shoes is the only footwear permitted.

C. Fitness Center:

Appropriate fitness attire and closed toe, rubber soled shoes are required. Shirts and undergarments must be worn.

D. Pool/Cabana:

Appropriate swimming or lounging attire is required.

E. Dining Room:

Appropriate fine dining attire is always recommended. Golf Course attire (defined above) is permitted before 5pm in-season and anytime out of season. Golf Attire is permitted anytime in the off-season and in-season during pasta nights or to access

buffet lines when available. Denim is not permitted at any time. Formal ladies' hats are the only headwear permitted in Dining Room after 5pm.

F. Pub:

Golf Course attire (defined above), tennis attire (defined above) and denim are permitted. Formal ladies' hats are the only headwear permitted after 5pm.

G. Patio and Card Rooms:

Golf Course attire (defined above), tennis attire (defined above) and denim are permitted.

H. Men's Grill:

Golf Course attire (defined above), tennis attire (defined above), fitness attire (defined above) and denim are permitted.

SECTION VI:

GOLF OPERATIONS

The Long Mean and the Wee Friendly, along with our practice facilities and scheduled programs, provide outstanding golfing opportunities for all members. The rules and procedures listed below are presented to assist in the relaxed enjoyment of those opportunities, and to aid in preserving Fiddlesticks' great reputation within the broader golf community.

A. General Information

1. The Director of Golf has complete control of all golf activities for members and their guests. Rules of the United States Golf Association, as modified by local rules, shall govern all play. Please see exhibit A for local rules. The Director of Golf or the Course Superintendent may close the golf courses at any time deemed necessary.
2. Members are expected to comply with the Rules of Golf Etiquette, and members are responsible for the conduct of their guests.
3. The Golf Committee will schedule events such as Men's and Ladies Days, tournaments, and open play periods to meet the needs and best interests of the membership.
4. Golf shoes shall be spikeless or equipped with soft spikes.
5. Pull carts are not permitted on the course at any time.
6. Handicaps are computed using the USGA Handicap system. If a player does not post scores, or an insufficient number of scores are posted, the Handicap Committee may set an adjusted handicap.
7. Tee time reservations are taken daily. The golf shop receives calls beginning at 7:00 a.m. Reservations (and on-line reservations) will be given up to seven (7)

days in advance and to Lessees five (5) days in advance. The golf shop should be notified as early as possible regarding reservations members are not going to use so requests from other players may be filled.

8. Sign-up sheets for regular events will be posted in the golf shop sixty (60) days in advance. Special events will be publicized in the "Piper" earlier than sixty (60) days. Cancellation fees may be charged to cover incurred costs in the event of late cancellations.
9. Lessees are permitted to enter all events that are social in nature. See the golf shop for further eligibility requirements. They are not eligible to enter events such as the Member-Member. Entries are accepted on a first in, last out basis and are subject to being placed on the alternate list if the field is full and a full member enters prior to the entry deadline. Members who wish to enter after the entry deadline are placed at the head of the alternate lists and lessees in the field remain in the event.
10. Group tee times will be assigned for groups meeting the established criteria. The Group Leader will be responsible for the effective utilization of tee times by the group. The Group Leader must indicate the participants' names 48 hours in advance so that unused tee times can be made available to other Members. Additional requirements of Group tee times may be obtained in the golf shop.
11. Tee times are scheduled at 8 or 9-minute intervals to assist in effective course management. Players should arrive at the tee between five (5) and ten (10) minutes ahead of their assigned time in order to keep the schedule moving yet not disturb the group ahead.
12. When playing unscheduled rounds during slow periods, players must sign in at the golf shop before teeing off so their presence is known and playing statistics may be maintained.
13. Fivesomes are allowed with the provision they follow our pace of play guidelines and play at four (4) hours or less. If not, the group will be split into a threesome and twosome.

B. On the Course

1. The desired pace of play for eighteen (18) holes is four (4) hours including keeping up with the group in front of you. Please respect those in front of you by staying one (1) or two (2) shots behind them. Players are encouraged to invite faster groups through if a hole is open ahead of them. If two holes are open, the ranger will ask the following group if they wish to play through. If one hole is open and the pace of play is greater than four (4) hours, the procedure will be applied.
2. Any group that stops at the snack bar and fails to proceed to the next tee as the following group appears shall lose its position.
3. Unregistered players who start play on their own in the morning will be removed from the course.
4. Players should repair all fairway divots and ball marks on the greens. Bunkers should be raked smooth.

5. The golf course is limited to playing golf and should not be used as a practice area. Using the course for the purpose of hitting several balls to various targets is prohibited. If you do hit a second ball during a round, please make an extra effort to repair any damage caused.
6. The number of carts per group should be kept to a minimum to avoid unnecessary wear and tear to the courses. During the non-growing season (November 1 through April 30), there should not be more than two (2) carts for a twosome or threesome and no more than three (3) carts for a foursome or fivesome. A group of any size should not have more than two (2) carts with single riders. No more than two (2) riders and two (2) sets of clubs are allowed per cart.
7. Stay on the cart path until you reach the wooden post next to the path (75 yards to 150 yards off the tee). After this post, you may then leave the path and proceed to your ball. Keep the cart in the fairway until you reach the post that is 40 yards to 60 yards before the green, or until both players' balls are on the green, then return to the cart path. This policy will vary the entry points from the cart path thus improving aesthetics and protecting the grass around tees and greens. Carts should stay on the path for all par 3's.
8. Players with medical disabilities may request a handicap flag from the Director of Golf which allows their cart to go up to 20 paces from tees, traps, greens and lake banks. Those players are still required to abide by all directional signs and ropes.
9. Non-players are only permitted on the course when accompanying registered players.
10. Searching for balls in the lakes at #9 and #18 of the Long Mean is restricted to golfers who are in the process of playing those holes.
11. Players are asked to limit the use of cell phones on the courses and practice areas in a manner that does not adversely affect other players or the pace of play. Please take prior action to reduce the need of in-coming messages, set all phones to silent alarm, and initiate outgoing calls only in case of an emergency, or with the express consent of all members of your playing group.
12. Members may walk and carry their bag on both golf courses after 2:00 p.m. October-May and after 12:00 noon June-September.
13. Animals are permitted at the practice areas. Animals are also permitted on the course after 2:00 p.m. in season and after noon out of season. Animals must be kept on a leash attached to the cart and should not interfere with other Members' enjoyment of the facility.
14. A maximum of three guests are allowed in a fivesome before 10:00 a.m.

C. Practice Areas

1. Players are asked to be considerate of other golfers when using the range, short game area and the putting greens. Please limit your time during busy periods to allow other players adequate warm-up before their round. During times of heavy use, children with scheduled tee times are welcome if accompanied by an adult

responsible for their conduct and proper use of the facility. At other times, children without adult supervision are expected to be experienced enough to conduct themselves with proper golf etiquette.

2. Please practice within the designated areas only.
3. Practice balls are intended to be used only on the range and short game area. Please do not take them to the putting greens or out on the courses.
4. The practice putting greens are for putting and chipping only. Please do not hit high lob shots that leave harmful ball marks on the surfaces.

D. Lightning Policy

Fiddlesticks Country Club is equipped with a course sound alert warning system. If the system detects a lightning strike within seven (7) miles, a fifteen (15) second continuous blast horn will sound to signal you to take appropriate precautions for your own personal safety. When there has not been a lightning strike within seven (7) miles for fifteen (15) minutes, the horn will sound with three (3) five (5) second blasts and you may proceed to where you discontinued play. The decision to ignore the course alert may put you and your group in greater danger and continued play is discouraged. Ultimately, it is your decision and play is at your own risk at all times.

E. Guest Privileges

1. All guests must be registered at the golf shop prior to playing and must be accompanied by the host member while on the golf course. They are subject to the same rules pertaining to their host members. Unregistered guests found on the golf course without the host member will be charged an unaccompanied guest fee.
2. Reservations are required for all guests and are subject to availability.
3. The Club reserves the right to make modifications and exceptions to guest regulations for the benefit of the club.
4. A member may bring up to seven guests under the Equity member guest rate. Any number of guests over seven must have prior approval of the Director of Golf. The member must play with the group.
5. A non-member is limited to 10 plays as a guest or reciprocal during the off-season (May – October).
6. Houseguests who live outside a 50-mile radius of Fiddlesticks may play anytime during a two-week period, following the tee time procedures and paying the appropriate accompanied or unaccompanied guest fees. No guests or Immediate Family members who live within a 50-mile radius of the Club shall play more than 7 times during the season (November-April) regardless of which member they play with. Participation in tournaments is exempt from this rule.
7. Immediate Family members may play unaccompanied after 12:00 noon, during season (November-April) and all day out of season at the Immediate Family guest rate.
8. Immediate Family may play unaccompanied before noon during season (November-April) by paying the regular guest fee.

F. Guidelines for Children and Junior Golfers

1. The Club identifies a "Junior Golfer" as any dependent of a member under the age of 16 with an accredited handicap.
2. Junior golfers must follow proper golf course etiquette and dress codes at all times.
3. No Junior under the age of 16 may operate an electric cart for any reason. (no exceptions)
4. Only two sets of clubs and only two people are allowed on a cart at any time. Juniors who walk must carry their bag. No pull carts are allowed at any time. Two players may not play out of the same bag.
5. Juniors may make tee times for any time after 1:00 during the off-season months (May-October) and 2:30 p.m. during seasonal months (November – April). Tee Times before 1:00 must be approved by the Director of Golf.
 - a) Juniors accompanied by an adult may play at any time.
 - b) Juniors playing with an adult must ride. The only exception would be if an adult were playing with two or more Juniors; therefore, allowing only the adult to drive, one Junior to ride and the additional Juniors may walk.

SECTION VII:

GOLF CARTS

Fiddlesticks Country Club, Inc. wants to provide an exceptional golfing experience for its Members and their guests. Part of that program is to provide rental carts for members and guests. Fiddlesticks is unique in that members may own their own golf cart and use it at their pleasure on the golf courses by signing a trail fee agreement, paying an annual trail fee and meeting the Club's conditions for its use. This program is available only to Equity members who reside within the Fiddlesticks community.

A. Cart Rental from the Club

The Club will maintain a fleet of golf carts for use by members and guests. Rental agreements will be made in the golf shop. Charges for the rental will be at the published rental rate, which is established on an annual basis.

B. Trail Fee Agreement Terms and Conditions

All Equity members owned golf cart's will be required to have an annual trail fee contract from the Club in order for the cart to be operated on the golf courses. To be eligible for an annual trail fee agreement, the following conditions must be met:

1. **Submittal of Proof of Insurance:** As the owner of a golf cart driven on Fiddlesticks property, the Equity member is responsible for any damage that may occur to the cart, and for any liability resulting from its use to persons or property. It is the Equity member's responsibility to make sure his/her personal insurance

carrier has liability coverage in force and provides the Club with proof of insurance. The proof must be mailed, hand delivered or faxed to the Club. Failure to supply proof of insurance will negate the Equity member's eligibility for a trail fee.

2. Carts must meet the Club's standards for make, model, color, general appearance and operational condition, as well as optional equipment. This ensures all golf carts will be uniform.

C. Golf Cart Standards

1. The following are required:
 - a) Four Wheel Electric Club Cart Golf Cart with Suntop
 - b) Beige Color
 - c) Standard Size Tires – No larger than 12 inch rims
 - d) Recessed Head Lights
 - e) Recessed Tail Lights
 - f) Recessed Stop Lights
 - g) Sweater Basket
 - h) Sand Buckets or Sand Bottles
 - i) Bagwell Protector
 - j) Fold down windshield, clear or tinted
 - k) Internal Horns
2. The following accessories are acceptable:
 - a) Plexiglas Glove Box
 - b) Seats and seat covers primary color shall be beige and may contain accent colors which include black, brown, tan, green and white. Please see golf shop for details and pictures of approved seats and seat covers. Seat covers may contain club logo.
 - c) Scuff Guards
 - d) Five-panel "wink" or rear view "ski" mirrors
 - e) Fans
 - f) Club and ball washers
 - g) Small coolers in sand bucket position
 - h) Wheel Covers
 - i) Foul weather side curtains
 - j) Black floor mats
 - k) Turn Signals
 - l) External Rear View Mirrors
 - m) Factory Pinstriping
 - n) One 3"x5" appropriate decal on the lower passenger side of a private cart windshield.
 - o) One Club issued Piper decal with the last name centered on the front of the cart.
 - p) One appropriate flag not to exceed 12 x 18

3. Inspection Report from the Cart Barn Manager. The Equity member owned cart must have an annual inspection by the Cart Barn to ensure the cart meets the Club's standards for accessories and safety conditions. This inspection is to be done prior to the issuance of the trail fee sticker. Regulations for this program and its standards are as follows:
 - a) Generally good appearance
 - b) General good working order. The steering and braking systems must be in good working order for safe operation of the cart.
 - c) No extra accessories other than those listed above.
 - d) All lights are in working order
4. The trail fee will be determined on an annual basis by the Board of Directors at their May meeting and will be billed to the member's account in the June billing. Before a yearly sticker is issued, the inspection and proof of insurance must be on file in the accounting office. An initial trail fee billing will be prorated based upon the actual months it is in effect. Following that initial billing, the trail fee may not be prorated for periods of less than one year. Renewal trail fees not paid in June will increase 1.5% per month until paid. Annual trail fees may be assumed only if a cart is sold to an existing Member.
5. An Equity member owned cart may be used by the member or spouse without a cart fee. If in use by either Equity member, the remaining Equity member will be provided a cart, if required, without paying a cart fee. Family members may ride in an Equity member owned cart with either Equity member, without a cart fee, as long as the total members of that family riding does not exceed two (2). All additional riders over two (2) will be charged a cart fee. Any Equity member's children who have their own annual membership lose any privileges of riding at no charge in their parent's cart.
6. Equity members participating in the Equity member-owned program will not be charged cart fees when they are a passenger in another golf cart. This rule applies to both Equity member and spouse.
7. Cleaning of an Equity member owned cart is available in the cart barn at no cost to the owner. Maintenance and repair service is also available. Equity members will be billed for this service at the published rates.
8. Equity members may purchase carts from any source, as long as the cart conforms in all respects to the club's standards.

SECTION VIII:

TENNIS OPERATIONS

A. General

1. Tennis courts are for the use of members and their guests only.
2. No guests or Immediate Family members who live within a 50-mile radius shall utilize the tennis facilities more than twelve (12) times per calendar year regardless of which member is their host. members are responsible for their guests and any fee incurred, which will be charged to their account.
3. The tennis-playing schedule will be set-up by the Tennis Committee. The Tennis Committee shall schedule club tournaments, and other special programmed events to meet the needs of the members and best interest of the Club.
4. Proper tennis etiquette and good sportsmanship are expected of all players. Players are asked to enter via the gates at the rear of the courts so as not to interrupt play on adjacent courts.

B. Reservations

1. Reservations may be made by telephone, or in person, not more than three (3) days in advance. Players requiring lights for night play can use light switches next to Courts 2 and 3.
2. All players must register in the Tennis Pro Shop at least ten (10) minutes prior to playing or forfeit the reservation, which will be open to anyone
3. Any reservation for court time that is not canceled, or fails to show up at the appointed time, may be subject to sanctions.
4. Reservations will be limited to 1-1/2 hours for Doubles and one (1) hour for Singles.
5. Adults will have priority on courts.
6. Courts 1 – 4 are open for play from 7:30 a.m. - 9:30 p.m. every day. With Daylight Savings, courts 5-8 are available for play each evening.
7. A member's booked lesson qualifies as a court reservation.
8. The Club may charge a cancellation fee if a member does not cancel a reservation for a special event or a lesson at least 24 hours in advance.
9. The Club reserves the right to host tennis tournaments at the Club and utilize "center courts" for matches of interest.
10. The ball machine may be reserved in one hour increments during shop hours.

C. Court Maintenance

1. Courts are not to be used when the nets are lowered or a closed sign is posted. Wet courts that appear shiny are not playable; playing on wet courts can be dangerous and can damage courts.
2. The Tennis Director, or designated member of the tennis staff, shall determine when courts are playable.

SECTION IX:

SECURITY

- A. Everyone shall strictly observe the speed limits and stop signs posted for vehicles within the Club's boundaries.
- B. No vehicle is allowed access through the visitor's gate without a gate pass, or a telephone call or online notification from the member to the Gatehouse notifying them of the guest's arrival. With the exception of electric golf carts, no person may operate any licensed vehicle or device on Club property (including, but not limited to any and all Club roadways, cart paths or parking areas within the Club), unless: (A) the vehicle or device is propelled solely by human power; or (B) the vehicle or device is a licensed motor vehicle as defined under Section 320.01 (a), Florida Statutes and is operated by a licensed operator.
- C. Automobiles must be parked properly in designated spaces. No commercial vehicle of any kind shall be parked in the community except for construction or service vehicles temporarily present on business. No boat, trailer, tractor trailers or house trailers of any kind, camper, mobile home, motor home, bus, truck, truck camper, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the community unless it is kept fully enclosed inside a structure. House trailers, semi-tractors, trailers, campers, buses, motor homes, mobile homes, truck campers and the like are permitted to be parked in the community for loading and unloading purposes only, and then for a maximum of twelve (12) hours. Parking for longer periods of time may be permitted, only with the prior written approval of the Club. No motor vehicle shall be used as a domicile or residence, either permanent or temporary. Any vehicles parked in violation of this section shall be subject to being towed away at the owner's expense.
- D. No trailer, motor home, boat or boat trailer, tent, shack or other outbuilding may be used as a temporary residence nor may the same be parked on said property either temporarily or permanently. Only passenger vehicles, motorcycles, and motorbikes may be parked on residential property, and they shall be kept enclosed in the garage area when not in use.

- E. No clothesline of any kind shall be permitted on the premises and clothes shall not be hung outside the premises or in such a manner that they would be visible from the street.
- F. Garbage and lawn clippings shall be kept hidden until the evening before collection day. No trash, lawn clippings or garbage shall be allowed to accumulate where it would be a detriment to the community or to create any fire or health hazard.
- G. Members may not use Club dumpsters.
- H. No satellite dishes or other antennas shall be permitted unless specific approval is secured from the Architectural Review Committee.
- I. A copy of the Frequent Visitor List is available for review by contacting the Director of Security.
- J. RFID stickers / bar codes will be issued to members and to Immediate Family members whose cars are garaged on the premises. Members are also authorized to purchase a RFID sticker / bar code for immediate family members who do not reside within Fiddlesticks. Immediate Family members are defined consistent with previously articulated FCC Rules and Regulations, as those that fall under the family tree vertically (ex. Father, mother, son, daughter, and including in-law with the same designation). RFID stickers are not authorized for resident employees, seasonal guests, friends, or vendors who conduct business within Fiddlesticks.
- K. To protect the health, safety and welfare of the member, owners and their families and guests, it is the policy of the Fiddlesticks Country Club that access to the Properties within Fiddlesticks shall be denied to all persons known as a Sexual Predator or Sex Offender on the official Florida Department of Law Enforcement lists established for such purpose. Management is authorized to take appropriate actions to enforce this policy.
- L. Garage sales, yard sales, onsite auctions, virtual online auctions that allow for onsite previews, estate sales, etc. are not permitted to occur in Fiddlesticks Country Club. (This rule is not intended to prohibit members from selling individual items via online marketplaces; to include but not limited to eBay, Facebook marketplace, Craigslist, etc. In these instances, visitors should be called in to security as customary with all other Fiddlesticks guests.)

SECTION X:

COMMON GROUNDS AND ROADWAYS

- A. The common grounds exist for the enjoyment and use of the membership as a whole. They should therefore be considered the private property of each and every member, receiving the care and respect they desire.
 - 1. Do not park on the outside perimeter.
 - 2. Do not cut through private property to courses or lakes.
 - 3. All joggers, walkers, biker or skateboarders must wear reflective attire and follow the rules of traffic.
 - 4. Fishing at lakes is restricted to members and their guests only and is prohibited in lakes where there is a fountain. A "Catch and Release" program is suggested.
 - 5. Members should not use stakes along their road yardage to mark the grass line. The use of green stakes may be allowed if approved by the Community and Common Grounds Committee. Please participate in the club-sponsored program to provide yellow reflectors for that purpose.
 - 6. Members walking dogs are responsible to clean up their pet's droppings.

SECTION XI:

POOL/CABANA AND LITTLESTICKS PLAYGROUND

- A. The Pool and Littlesticks are for Fiddlesticks members and their guests.
- B. Splash parties, birthday parties and other such special events must be arranged in advance with Club Management. A fee will be charged for clean-up and special supervision, if required.
- C. Shower each time before entering the Pool in order to remove suntan preparations. Please wash off feet after being on the lawn or at the Littlesticks.
- D. Any person having an infectious or communicable disease or an open wound is prohibited from using the Pool and Littlesticks.

- E. Children under ten (10) years of age, using the Pool, must be accompanied by a responsible person at least sixteen (16) years of age.
- F. Proper swimming attire is required. No cut-offs or other inappropriate dress will be permitted.
- G. Running, boisterous rough play or excessive noise is forbidden in the Pool area, showers, or dressing rooms.
- H. The Pool and Littlesticks close at dark.
- I. Glass containers are prohibited.
- J. Skateboards, roller skates/blades, bicycles or motorized vehicles are not allowed.
- K. Dogs and other animals are not allowed.
- L. Any food and beverage, which are consumed in the Pool and Littlesticks area, must be purchased from the Club. State law mandates food be kept at a distance of six (6) feet from the edge of the Pool.
- M. Members and guests shall swim and play at Littlesticks at their own risk. The Club shall not be responsible for injury caused because of failure to provide a lifeguard or playground supervision.
- N. Swimmers are reminded to swim safely, within their own abilities, and to encourage other swimmers to do the same.
- O. Fiddlesticks Country Club is equipped with a sound alert warning system. If the system detects a lightning strike within seven (7) miles, a fifteen (15) second continuous blast horn will sound to signal you to take appropriate precautions for your own personal safety. When there has not been a lightning strike within seven (7) miles for fifteen (15) minutes, the horn will give the all clear sound with three (3) five (5) second blasts. The decision to ignore the alert is discouraged and may put you in greater danger. Ultimately, it is your decision to remain outdoors is at your own risk at all times. Staff is required to seek indoor shelter and suspend all outdoor services when the lightening system is activated.

SECTION XII:

FITNESS CENTER OPERATIONS:

- A. All members and guests must sign in upon entering the fitness center.
- B. Children under the age of sixteen (16) are not permitted to use the fitness center unless accompanied by an adult. Children ages twelve (12) – sixteen (16) may use the fitness center during staffed hours when accompanied by an adult.
- C. Appropriate athletic attire is required for all members using the fitness center (shirts and undergarments must be worn at all times.) Open toed shoes of any kind are prohibited.
- D. Massage rooms are designated for massage therapy done by licensed professionals appointed by management only. The massage rooms are not for personal use.
- E. The group exercise room is open for individual use only when scheduled classes are not in session.
- F. Group fitness classes are available to all members on a first-come first-serve basis. A maximum participation for each class will be established based on space requirements necessary for the class. Reserving your position is not required, but recommended as it may fill to capacity and registered participants will have first priority.
 - a) Sound equipment may not be used without headphones.
 - b) Smoking and other tobacco products are strictly prohibited in the fitness center.
 - c) Equipment is to be wiped down after each use with the sanitizing wipes provided.
 - d) Injuries and defective equipment should be reported to staff immediately.
 - e) Cardio equipment will have a thirty (30) minute limit during peak hours.
 - f) Fitness center is open from 5am to 10pm 7 days per week. The fitness center may be closed on certain holidays.
 - g) Members are expected to ensure immediate family and guests are aware and adhere to the fitness center rules.
 - h) Children under the age of sixteen (16) who participate in a group exercise class designed specifically for them may attend unaccompanied by an adult.

- i) A guest fee will apply to Immediate Family and guests of members with usage of the fitness facility as described in the Fiddlesticks Country Club Rules & Regulations.
- j) No guests or Immediate Family members who live within a 50-mile radius shall utilize the fitness center more than twelve (12) times per calendar year regardless of which member is their host.
- k) Use of personal trainers is limited to those on staff at the club. Thus, other private instructors are not allowed access to the Fitness Center.

EXHIBIT A

LOCAL RULES

USGA rules govern all play, amended by the following local rules:

- Fiddlesticks waste areas are considered “through the green,” you may ground your club but in no way, improve your lie. An area is deemed to be a waste area if there are no rakes present. The areas surrounding #9 and # 18 of the Long Mean are to be played as bunkers.
- All cart paths are to be played as immovable obstructions. Blue stakes will define the transition from waste area to cart path and vice versa. Free relief from an immovable obstruction is 1 club length from the nearest point of relief, no closer to the hole. On #15 of the Long Mean brown stakes are used to define the margin of the cart path.
- #9 Long Mean Drop Zones: If your ball enters the water hazard, (defined by yellow stakes) you have the additional option of dropping in the drop zone adjacent to the Long Mean practice putting green.
- On holes #3, #9, & #18 of the Long Mean, the inner edge of the bulkhead will define the margin of the hazard.
- The use of artificial yardage measuring devices is allowed. (Rule 14-3 applies)
- White lines define ground under repair. You may take relief without penalty from all trees that are either staked, tagged, or newly planted trees with defined wells.
- The inner edge of all roadways along the hole being played shall define out of bounds. A ball which crosses a road defined as out of bounds and comes to rest beyond that road is considered out of bounds, even though it may lie on another part of the course.
- The “embedded ball rule” is in effect “through the green.” Anywhere” through the green” a ball which is embedded in its own pitch-mark in the ground, except loose sand, may be lifted without penalty, cleaned and dropped as near as possible to the spot where it lay no nearer the hole.
- Bulkheads are an “integral part of the course” and, therefore, there is no relief. EXCEPTION: If the steps on # 1, 6, or 12 of the Long Mean affect your stance or swing, you may drop within one club length of the nearest point of relief no nearer the hole, without penalty.
- All flowerbeds, through the green, are designated by yellow stakes with green tops. These

areas are considered ground under repair and relief is mandatory. A ball coming to rest within a flowerbed must be dropped at the nearest point of relief not closer to the hole. You may not play from these areas.

- All private property, if not otherwise defined, is deemed to be out of bounds. In the absence of stakes or lines, a decision shall become one of equity. (A ball coming to rest in someone's yard shall be deemed out of bounds).
- Stones in bunkers are movable obstructions (Rule 24-1 applies).
- In accordance with Appendix I 6/b, free relief is granted from a sprinkler head that is on your line of play and lies within 2 club lengths from the green and 2 club lengths from your ball. The ball should be dropped at the nearest point of relief no closer to the hole.
- If a ball lies on the edging groove around a green, the ball may be placed within six inches behind the groove, no nearer the hole.
- "Rules 18-2, 18-3 and 20-1 are modified as follows:
 - When a player's ball lies on the putting green, there is no penalty if the ball or ball-marker is accidentally moved by the player, his partner, his opponent, or any of their caddies or equipment.
 - The moved ball or ball-marker must be replaced as provided in Rules 18-2, 18-3 and 20-1.
 - This Local Rule applies only when the player's ball or ball-marker lies on the putting green and any movement is accidental.

Note: If it is determined that a player's ball on the putting green was moved as a result of wind, water or some other natural cause such as the effects of gravity, the ball must be played as it lies from its new location. A ball-marker moved in such circumstances is replaced."

Prepared by and return to:
~~Courthouse Box 39~~
Thomas B. Hart, Esquire
Knott Ebelini Hart
1 625 Hendry Street, Suite 301
Fort Myers, Florida 33901
239-334-2722

INSTR. # 2019000079125, Pages 29
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Linda Doggett Lee County Clerk of the Circuit Court
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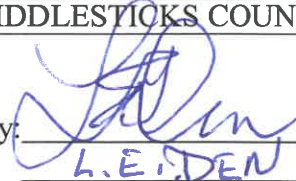
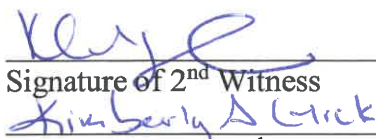
**SEVENTH AMENDED AND RESTATED
BYLAWS OF
FIDDLESTICKS COUNTRY CLUB, INC.
APPROVED March 27, 2019**

I HEREBY CERTIFY that the Seventh Amended and Restated Bylaws of Fiddlesticks Country Club, Inc. were amended in conformance with the attached Exhibit "A", which amendments were duly adopted and approved as the Seventh Amended and Restated Bylaws, by the necessary vote of the membership of the Fiddlesticks Country Club, Inc. ("**Corporation**") on March 27, 2019, in accordance with Article XIII of the Bylaws.

These "**Bylaws**" shall constitute the Bylaws of the Corporation which serves as the community association for the Fiddlesticks Country Club, a subdivision, according to the plats of record, including Plat Book 34, Pages 144 to 160 of the Public Records of Lee County, Florida, pursuant to the Declaration of Covenants, Conditions and Restrictions for Fiddlesticks Country Club, recorded at Official Records Book 1635, Page 1229, of the Public Records of Lee County, Florida. This subdivision is referred to in these Bylaws as the "**Fiddlesticks Community**".

[THIS SPACE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Certification of Amendment to the Seventh Amended and Restated Bylaws of Fiddlesticks Country Club, Inc. has been executed as follows:

Witnesses:	FIDDLESTICKS COUNTRY CLUB, INC.
 Signature of 1 st Witness RYAN SHAW Printed Name of 1 st Witness	By:  L.E. IDEN, Secretary
 Signature of 2 nd Witness Kimberly A. Erick Printed Name of 2 nd Witness	Date: 4/2/19 CORPORATE SEAL

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 2nd day of April, 2019,
by Larry E. Den, as Secretary of the Board of Fiddlesticks Country Club, Inc., a
Florida corporation, on behalf of the corporation, who is personally known to me or has
produced _____ as identification.

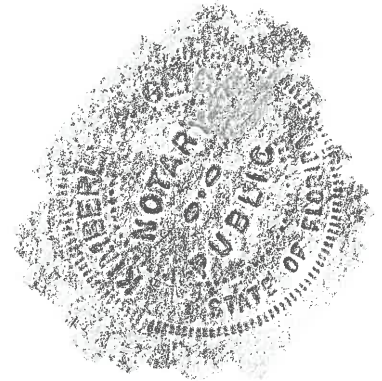
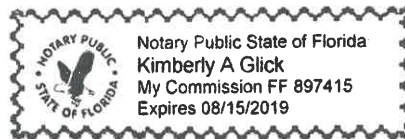
Kimberly A Glick

Notary Public

Kimberly A Glick

Printed Name

My Commission Expires: 8/15/19



**Seventh Amended and Restated Bylaws of
Fiddlesticks Country Club, Inc.**

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**SEVENTH AMENDED AND RESTATED BYLAWS OF
FIDDLESTICKS COUNTRY CLUB, INC.**

MARCH 27, 2019

**ARTICLE I
CORPORATION**

The name of this corporation shall be FIDDLESTICKS COUNTRY CLUB, INC., a Florida not-for-profit corporation (hereinafter the “**Club**” or “**Association**”). The governing documents for Fiddlesticks Country Club, Inc. are: The Declaration of Covenants and Restrictions (“**CC&Rs**”), Bylaws, Articles of Incorporation and Rules and Regulations, hereinafter will be referred to as “**Club Governing Documents**”.

**ARTICLE II
OFFICE ADDRESS/FISCAL YEAR**

The principal office of the Club shall be: 15391 Canongate Drive, Fort Myers, Florida 33912. The fiscal year for the Club shall be established by the Board of Directors from time to time.

**ARTICLE III
CORPORATE SEAL**

The Secretary of the Club shall be the custodian of the seal of the Club.

**ARTICLE IV
MEMBERSHIP**

Section A. Classes of Membership

1. Resident Equity Membership.

- a. Lot Owners. Any person acquiring title to a living unit or lot (sometimes collectively referred to herein as a “**Residential Unit**”) within the residential community subject to the CC&Rs (the “**Fiddlesticks Community**”) must become a Resident Equity Member and pay the then-current Entry Fee and must purchase an Equity Certificate. The total number of Resident Equity Memberships will be composed and consist of the owners of the Residential Units. Membership requests shall be submitted to the Club’s General Manager on the forms prescribed by the Club’s Board of Directors (the “**Board**”) from time to time, which shall include written evidence demonstrating the identity of the individual(s) or legal entity in which title in and to the Residential Unit is or will be vested and recorded. If title is vested in an entity or trust rather than an individual(s), the trustee or officer of the entity must disclose the beneficial owners of the legal entity or trust and identify the individual who is the beneficial owner of the Residential Unit and who will have the membership privileges.

- b. Exception – Renovation Program. Notwithstanding the foregoing, the Board may from time to time adopt a “Renovation Program” that modifies the foregoing obligations for a period not to exceed 24 months for an individual or entity that acquires a Residential Unit for the sole purpose of renovating and reselling but not occupying the Residential Unit, and such Renovation Program shall include such fees and other terms as the Board from time to time determines.
- c. Multiple Memberships. Any Resident Equity Member owning more than one Residential Unit is required to pay the then-current Equity Fee and purchase one Equity Certificate for each Residential Unit acquired. A Member who owns two or more contiguous lots is required to purchase one membership for each lot but, if approved by the Board, to only pay fees, assessments and charges on one membership so long as only one living unit is constructed on the two lots (a “**Contiguous Lot Exemption**”). When construction is started, the second membership is cancelled, and fees, charges and assessments thereon terminate. The Club will not refund any portion of the second Equity Certificate and it may not be converted to Associate status or used to purchase any other membership. If construction is not started within twenty-four months of the approval by the Board, the Board will cancel the Contiguous Lot Exemption, and all applicable fees, assessments and charges of the cancelled membership from the date of cancellation must immediately be paid in full. If the Member subsequently desires to construct a second living unit on the other lot, the cancelled membership must be reinstated and all applicable fees, assessments, and charges for the cancelled membership from the date of cancellation must be paid in full prior to commencement of construction of the second living unit. Any determination by the Board under this section shall be in its sole and absolute discretion and be binding on all parties.

2. Non-Resident Equity Membership. A person who does not own or rent a Residential Unit may become a Non-Resident Equity Member and must pay the then-current Equity Fee and purchase an Equity Certificate. The total number of such memberships shall not, at any given time, exceed twenty-five (25) in number except that the Board may, at their discretion, increase this number by one (1) for each Contiguous Lot Exemption granted on or after February 18, 2003.

3. Associate Membership.

- a. Former Residential Unit Owners. Any Resident Equity Member who owns and subsequently sells a Residential Unit and owns an Equity Certificate may revert to Associate membership for up to one (1) year from the date of sale of the Residential Unit. This provides the Member with up to one year to do one of the following:

(1) acquire a new Residential Unit and transfer the Equity Certificate to the new Residential Unit; or

(2) redeem the Equity Certificate at the same price and terms in effect on the date of the sale of the Residential Unit; or

(3) convert to a Non-Resident Equity membership pursuant to Article IV, Section D 1-4, Transfer of Memberships.

b. Voting. Associate Members shall be entitled to vote and shall be subject to further regulation by the Board not inconsistent with this provision.

c. Capital Assessments. Capital assessments must be paid during a period of Associate membership status as follows:

(1) if the Equity Certificate is transferred to a Residential Unit under section 3a.(1) above, the assessment must be paid to the Club at the time of transfer to the new Residential Unit;

(2) if the Equity Certificate is redeemed under section 3a.(2) above, the assessment must be paid at the time the Equity Certificate is redeemed; and

(3) if the Equity Certificate is converted to a Non-Resident membership under section 3a.(3) above, the assessment must be paid to the Club at the time of conversion to the Non-Resident Equity membership.

d. Privileges. Associate Members shall retain Club privileges and shall be responsible for the same fees and charges, and shall be assessed at the same rate, as Resident Equity Members.

4. Annual Members.

a. An Annual Member is a person who does not own a Residential Unit and is not a Non-Resident Equity Member, but becomes a Member on a year-to-year basis on terms and conditions established by the Board from time to time for the specific category of membership: (1) Annual Golf; (2) Annual Tennis; (3) Annual Social; and (4) Annual Legacy.

b. An Annual Member's activity is restricted to the use of Club privileges as specified by the Board and does not include voting privileges, serving on the Board, or holding an office. An annual Membership can be family or individual.

5. Honorary Member. The Board may create a special class of Membership for Honorary Members and set membership fees provided that: (a) the total number of such special memberships of all kinds does not exceed five (5); (b) such membership will not be transferable; (c) such Members have no voting rights or equity in the Club; (d) the Board deems such Honorary Memberships to be in the Club's best interest; and (e) such memberships may be terminated at any time by the Board.

6. Designated Member.

- a. Purpose. The Designated Member membership is created to promote the sales, renovation and resale of existing properties within the Fiddlesticks Community. It can be used only by Equity Members who purchase a second Residential Unit in Fiddlesticks and who desire to allow a non-resident of the Fiddlesticks Community to use Fiddlesticks' facilities and pay for all costs of membership other than the purchase of an Equity Certificate, which is purchased by the Resident Equity Member. The Board will adopt "Designated Member Policies" from time to time to implement and enforce this program.
- b. Requirements. A Resident Equity Member who owns multiple Residential Units and two or more Equity Certificates may request approval for a Designated Member, consistent with the Club's Designated Member Policies (as amended from time to time) and with the following terms and conditions:
 - (1) A Designated Member must be at least twenty one (21) years of age and must not own or reside in a Residential Unit in the Fiddlesticks Community or own an Equity Certificate. The Designated Member must be approved by the Board, and pay the annual contribution, fees and a food and beverage minimum for the second membership.
 - (2) The term for a Designated Member is one year. Any renewal or change of Designated Member requires Board approval. Both the membership, and any renewal thereof, must be approved by the Board with payment of an administrative fee established by the Board. Upon request of the Resident Equity Member and subject to Board approval and payment of the required fees, another person meeting the qualifications stated above for a Designated Member may be substituted in place of a Designated Member for the remaining portion of the one-year term.

7. The Non-Resident Non-Equity Membership. A Non-Resident Non-Equity Member is a person who does not own or rent a Residential Unit and does not reside within Fiddlesticks, but who becomes a Member based on terms and conditions established by the Board from time to time for this specific category of membership. The total number of such memberships shall not exceed twenty-five (25) outstanding at any given time.

- a. A Non-Resident Non-Equity Member must be approved by the Board, and must pay an administrative fee and an up-front non-refundable initiation fee established by the Board. The Board may adopt from time to time a policy to apply a portion of the initiation fee to an Equity Certificate fee as an incentive to purchase a Residential Unit.
- b. A Non-Resident Non-Equity Member must pay all annual assessments and capital fees, as determined by the Board for this category of membership, and a full food and beverage minimum.

- c. The Non-Resident Non-Equity Member will be entitled to the same use privileges as a Resident Equity Member, but may not vote, serve on the Board or a committee, or hold office.

Section B. Request for Membership

1. Procedure.

- a. A request for Resident Equity membership shall be submitted to the Club's General Manager on the forms prescribed by the Board.
- b. Request for Non-Resident Equity membership and any category of annual Membership shall be submitted to the Club's General Manager on the forms prescribed by the Board.
- c. The Club's General Manager or his/her designee will conduct a background investigation. The Board will review and act upon each application. Each candidate who receives a majority vote of the Board shall be issued an invitation to membership. The Board shall have the sole discretion to approve or disapprove requests for memberships.

2. Timing. Membership privileges will not accrue until the membership request procedure is completed and approved by the Board. A request to join the Club shall terminate unless such request is approved by the Board and any required fees are paid as determined by the Board. All prospective purchasers of a Residential Unit must obtain approval from the Board of their application for Resident Equity Membership prior to the acquisition of said Residential Unit.

Section C. Equity Certificate

1. Requirement. The owner of each Residential Unit must purchase and maintain ownership of one (1) Equity Certificate for each Residential Unit owned. Each Equity Certificate shall only be redeemed by the Club after the Club issues a new Equity Certificate for the same Residential Unit. Non-Resident Equity Members must purchase and maintain one Equity Certificate for each membership.

2. Costs. Costs and terms of newly issued Equity Certificates shall be determined by the Board from time to time.

3. Value. Once issued, an Equity Certificate may not be changed to diminish the certificate's value.

4. Non-Transferable. Equity Certificates may not be transferred or encumbered without approval of the Board.

5. Title. For the purpose of establishing Club privileges, Equity Certificates will be issued:

- a. In the name of an individual who is the owner of a Residential Unit; in the case of legal spouses who both own the Residential Unit, both names will be on the Equity Certificate and must match the title document of the Residential Unit filed with the Clerk of the Court.
- b. In the case of joint membership by individuals other than legal spouses, including tenants in common and joint tenants, only one individual will be named on the Equity Certificate. Such joint owners must complete and return all documents required by the Club.
- c. In the case of ownership by a legal entity such as a trust, partnership, corporation, etc. the entity must be the legal owner of the Residential Unit (for a Resident Member) and the name of the individual representing such entity must be filed in the Club's principal office. Upon request by the Club, the authenticated document establishing the trust, partnership, corporation etc. shall be provided to the Club and must clearly identify the individual whose name, as owner, beneficiary, manager, partner, or shareholder, of the legal entity will appear on the Equity Certificate for purposes of having Club privileges. Any change in the majority ownership of the entity or of the representative designated shall require approval by the Board of the new owner and the redemption of the current Equity Certificate and the issuance of a new Equity Certificate at the then-prevailing rate. If title is vested in an entity or trust rather than an individual(s), the trustee or officer of the entity must disclose the beneficial owners of the legal entity or trust and identify the individual who is the beneficial owner of the Residential Unit and who will have the membership privileges.

6. Transferred Only by Club. Equity Certificates shall be sold only to, and redeemed only by, the Club.

7. Surviving Spouse. For either a spouse or a Significant Partner in Residence who survives a Member, refer to Article IV, D.9.

Section D. Transfer of Memberships and Redemption of Equity Certificate

1. Termination of Membership. Upon sale of a Residential Unit, either voluntary or involuntary (including without limitation tax sale and judicial sale of a lot or living unit) the terminated Member shall be required to surrender his or her Equity Certificate for redemption and issuance by the Club of a new Equity Certificate for the same Residential Unit, unless the Member elects and is approved to become an Associate Member as provided elsewhere in these Bylaws.

2. Equity Certificate Redemption.

- a. For those Resident Equity or Non-Resident Equity memberships issued by the Club prior to October 1, 2000, the Equity Certificate redemption price is determined as follows: (i) The sum of the full face value of the original Equity Certificate (i.e., the price originally paid for the certificate) including one hundred percent (100%) of all paid in assessments plus (ii) twenty five

percent (25%) of the difference between the full face value of the original Equity Certificate including one hundred percent (100%) of all paid in assessments and the price then charged by the Club for a new Equity Certificate at the time of redemption, and without interest.

- b. For those Resident Equity or Non-Resident Equity Certificates issued by the Club between October 1, 2000 and March 12, 2018, the Equity Certificate redemption price is calculated as follows: (a) eighty percent (80%) of the price originally paid by the Member for the Equity Certificate plus (b) one hundred percent (100%) of all paid in assessments plus (c) twenty-five percent (25%) of the difference between the full face value (i.e., the price originally paid for the certificate including one hundred percent (100%) of all paid in assessments) and the price then charged by the Club for a new Equity Certificate at the time of redemption, and without interest.
- c. For those Resident Equity Certificates issued by the Club on or after March 13, 2018, the Equity Certificate redemption price amount and/or calculation shall be as set by the Board from time to time and set forth on the respective Equity Certificate or in the respective Member's joining documents, but in any event an amount not less than One Dollar (\$1.00).
- d. For those Equity Members who have acquired an additional Equity Certificate on or after October 1, 2000 by reason of their acquiring an additional Residential Unit, so long as and upon condition that either Equity Certificate is offered back to the Club for redemption on or before two (2) years from the date of issuance of the additional Equity Certificate, such Equity Certificate offered to the Club shall be redeemed at one hundred percent (100%) of the value originally paid for the Equity Certificate pursuant to Section D.2(a), (b) and (c). If neither Equity Certificate is offered back to the Club for redemption within two (2) years of the date of issuance of the additional Equity Certificate, then such Equity Certificate shall be redeemed in accordance with the provisions set forth in Article IV, Section D, No. 1.

3. Non-Resident Redemption. A Non-Resident Equity Certificate shall be redeemed and terminated in order, based on the date for request to terminate, at such time as the Club issues and sells a new Non-Resident Equity Certificate.

4. Offsets to Refund. The amount to be refunded to any terminating Equity Member will be offset by any outstanding accounts, assessments or other debts due to the Club that accrue up to and including the date of purchase of the Equity Certificate by a third party, including any costs incurred incident to collection, including but not limited to interest, late fees, attorney's fees and other costs. If, after such offset, there remains any balance due to the terminating Member, and if the terminating Member is also a member of a condominium or homeowners association within the Fiddlesticks Community, the amount to be refunded to the terminating Equity Member will also be offset by any outstanding accounts, assessments or other debts due to the condominium or homeowners association that accrue up to and including the date of purchase of the Equity

Certificate by a third party, including any costs incurred incident to collection, including but not limited to interest, late fees, attorney's fees and other costs. If a condominium or homeowners association is entitled to an offset, it shall be the responsibility of that association to notify the Club in writing prior to the Club refunding the balance of the Equity Certificate to the terminating Member and such association shall indemnify the Club against claims by the Member for amounts paid by the Club to such association under this provision.

5. Other Transfers of Memberships. No Member may transfer or assign an Equity Certificate to any other person, entity or Member directly or indirectly. The Club may resell any Equity Certificate it acquires at a price to be determined by the Board.

6. Transferability of Membership with Residential Unit. Equity Certificates are non-transferable and non-assignable. However, in the event of transfer of the Residential Unit to which the Membership pertains, either voluntarily or involuntarily (including, without limitation, tax sale, deed-in-lieu of foreclosure or judicial sale or by operation of law (including without limitation devise or bequest) the person or entity who has obtained title (excluding a foreclosing institutional purchase money first mortgagee but including any other person or entity obtaining title) must purchase the Equity Certificate at the then-prevailing rate.

7. Foreclosure. An institutional purchase money first mortgagee who forecloses on the real estate, or accepts a deed in lieu of foreclosure, shall not be required to purchase an Equity Certificate, but the successors and assigns of such mortgagee shall be required to purchase an Equity Certificate, at the then prevailing rate. The Club shall not refund the value of the Equity Certificate to the terminated Member until such transfer and Equity Certificate purchase have been completed. The refunded price shall be offset by assessments, fees, minimums and other Club charges accruing until the Equity Certificate is purchased by the third party, plus all interest, late fees, collection costs and attorney's fees. The new owner shall apply promptly thereafter for Equity Membership.

8. Estate Planning. Club Members may transfer their Equity Certificate contemporaneously with the title transfer of their Residential Unit to trusts and other entities relating to bona fide tax or estate planning, but not for the purpose of separating Club privileges and other benefits of membership from legal, equitable, and beneficial ownership of the underlying Residential Unit. The individual designated on the Equity Certificate must be the owner or beneficiary of the legal entity and, if the Residential Unit is improved with a living unit, that individual must reside there.

If the title to the Residential Unit is transferred from the trust to a legal entity other than the Member, or the Member's spouse or Significant Partner, the Equity Certificate must be redeemed and shall require the issuance of a new Equity Certificate at the then prevailing rate.

If the title to the Residential Unit remains in the legal entity after the Member's death, the legal entity will continue to pay assessments, fees and charges until the Residential Unit sells. Upon the sale of the Residential Unit, the Equity Certificate must be redeemed and shall require the issuance of a new Equity Certificate at the then prevailing rate.

9. Surviving Spouse or Significant Partner. Upon the death of a Resident Equity, a Non-Resident Equity, or Associate Member where the surviving legal spouse or Significant Partner in Residence (“SPIR”) of said Member inherits the Residential Unit, such surviving spouse or SPIR may continue to hold the same Equity Certificate as held by the deceased Member. The surviving spouse or SPIR shall be entitled to continue his/her Club privileges.

If the surviving spouse either remarries or designates a SPIR, the new spouse or new SPIR shall be entitled to Club privileges as described and limited in Article IV, E.1.

To maintain Club privileges, upon the death of the surviving spouse or SPIR, his/her remaining spouse or remaining SPIR must be an owner of a living unit or lot and must purchase an Equity Certificate at the then prevailing rate.

10. Surviving Adult Children. If the deceased Resident Equity Member (who is an individual, not an entity or trust) is not survived by a spouse but is survived by adult children, the adult children may collectively on a form provided by the Club, designate one adult child to be designated as the user on the membership for a period not to exceed one year (or until the Residential Unit is sooner sold), during which time that individual or the deceased Resident Equity Member’s estate shall be obligated to pay the financial obligations associated with the membership. The designated adult child may not be changed after the designation is made.

Section E. Club Privileges/Responsibilities

1. Club Privileges. An Equity Member in good standing and his/her legal spouse or his/her SPIR as defined by the Club’s Board in the Club’s Governing Documents or by passage of appropriate resolution, shall be entitled to all Club privileges; however, a Member and spouse may not serve on the Board at the same time. A SPIR may not serve on the Board or hold an office. For all other purposes of these Bylaws, reference to “spouse” shall be deemed to include SPIR.

2. Dependents. Dependents of Equity Members shall be entitled to Club privileges as provided by the Member’s classification. For purposes of this section, “**Dependents**” are children who live with the Member and who are younger than 21 years of age, or under 25 years of age and either full-time students at an accredited college or university, or substantially dependent upon the Equity Member. The term “**substantially dependent**” means that the person receives more than fifty percent (50%) of his/her support from the Equity Member.

3. Extended Dependents. Members who have Children above the age of 25 and/or Parents who are dependent upon the Member (as defined by the IRS) and reside with the Member may make application to the Board for these dependents to be entitled to Club privileges as provided by the Member’s classification until such time as their dependency no longer exists or the Member relinquishes their membership. The Board may either grant or deny such requests in its sole discretion.

4. Compliance. All membership classifications shall be fully responsible for compliance with the terms of the Club’s Governing Documents and any other agreements and rules made in connection with membership in the Club or use of the Club facilities, including any applicable covenants which are now or hereafter within the Club’s jurisdiction. Members shall be responsible for violations of the Club’s Governing Documents committed by their families,

tenants, invitees and guests. In addition to any enforcement mechanism provided by the laws of the State of Florida, the Club shall have the right to pursue any of the actions in the next paragraph after any violation of the above.

5. Fines. As provided in Article IV, Section I, Paragraphs 2 and 3, the Club shall have the right to:

- a. assess fines against a Member in the event of violation of the Club's Governing Documents by the Member, his family, tenants, invitees, or guests;
- b. suspend the Member's and all or any of the Member's family, guests', tenants' and invitees' Club privileges and prohibit any other persons covered by the Membership from using the Club facilities, for a period of time commensurate with the nature of the violation; and/or
- c. initiate an action in a court of competent jurisdiction for money damages or to enjoin or abate any violation of the Club's Governing Documents.

Section F. Fees and Charges

Fees, and charges shall be a personal obligation of each Member to be paid for each Residential Unit, including multiple membership cases, except as specifically provided otherwise in Article IV, Section A. 1, Paragraphs a and b. The membership fees and charges shall be fixed by the Board, except as may be provided in Article IV, Section G below. All fees and charges shall be payable as determined by the Board. The obligation for unpaid fees, charges and fines shall be appurtenant to the Equity Certificate and the underlying Residential Unit to the extent allowed by law. The liability for unpaid fees, fines and charges (including all costs and expenses of collection, including but not limited to principal sums due, late fees, interests, costs, and attorney's fees) shall be the joint and several liability of the successors and assigns of a terminating or terminated Member. The Club can decline to issue an Equity Certificate to a Residential Unit purchaser until the existing Resident Equity Member has paid all of their financial obligations to the Club.

Section G. Assessments

As defined by Florida Statute and as used in the Fiddlesticks Governing Documents, an **"assessment"** or **"contribution"** means a sum or sums of money payable to the Association/Club by the owners of one or more residential units as authorized in the governing documents which, if not paid by the owner of a residential unit, can result in a lien against the parcel. Resident Equity and Non-Resident Equity Members may be assessed as follows:

1. General Assessments. An assessment may be approved by the Board at a regular or special meeting at which a quorum is present and such meeting notice includes a statement that assessments will be considered and the nature of the assessments.

2. Special Assessments. The Board may also levy special assessments against Members for maintenance, repair and beautification of the Club property including the buildings, private roadways and common areas lying within the Fiddlesticks compound or for unexpected

expenses not provided for by the current budget. The Board for capital projects shall be restricted to special assessments of the Equity Members of not more than 5% of the current equity fee per Member in any twelve (12) month period, without membership approval. The Club charges annual capital contributions/assessments as part of each Member's regular contribution/assessment obligation to the Club and other fees as provided in Article IV, Section F, and such capital contribution/assessment and other fees shall not in any case be considered a special assessment.

Prior to January 1, 2013, the amount of any such assessment shall be added to and be in addition to the Member's Equity already paid in, and shall be refunded at 100% to said Member upon termination of equity membership in accordance with the provisions of these Bylaws. After January 1, 2013, any future assessments will neither be refunded nor will the assessments be added to the equity fee.

Failure by Equity Members to pay any such assessments shall subject said Member to the same collection remedies as failure to pay other indebtedness (assessments, fees or charges) to the Club. Special assessments levied shall become an obligation in full when due on the record date established for such assessments, but if the Board so determines, may be payable in installments. Upon termination of membership for any reason, the unpaid portion, if any, of such special assessment shall not be prorated, but shall remain an obligation of such Member, as well as a joint and several obligations of his/her heirs, successors and assigns.

3. Member Approved Assessments. An assessment may be approved by a majority of the Members voting at any meeting of the voting Members (Annual or Special) at which a quorum is represented. The Board must give sixty (60) days' notice of any meeting at which an assessment will be considered, along with an explanation as to the need of such assessment.

Section H. Non-payment of Obligations; Damages

1. Delinquent Accounts. All accounts of Members are due and payable by the last day of the month in which the invoice or bill is issued, unless otherwise expressly determined by the Board or its designee. All accounts automatically become delinquent fifteen (15) days after the due date. If a Member is delinquent, his/her credit and Club use and voting privileges may be suspended by the Board or its designee (e.g. General Manager) provided that, if the account is at least thirty (30) days past due charging privileges may be suspended, and if ninety (90) days past due all use and voting privileges may be suspended. No hearing or opportunity to be heard shall be required for the Board to take the foregoing action. Said suspension shall continue until the account is brought current, unless otherwise determined by the Board. During suspension, assessments (regular or special), fees and other charges (including food and beverage minimum) will continue to accrue against the Member's account. Interest shall also accrue at the highest rate permissible by law on all delinquent assessments, fees, charges, and all other debts to the Club. The Board may also establish and impose a reasonable administrative late fee, which the Board will publish from time to time. Payments received on delinquent accounts will be applied first to interest, then to late fees, costs, attorney's fees, and then to the principal sums due. The Club shall have a continuing lien on any real property that the delinquent Member owns within the entire Fiddlesticks Community, as well as on the Equity Certificate of each delinquent Equity Member. The lien on real estate shall be perfected by filing a claim of lien in recordable form on the public records of Lee County, Florida, which lien may be foreclosed in the same manner as a mortgage

lien under Florida law. In addition thereto the Club may seek a money judgment against the delinquent Member. In any action to foreclose a lien or obtain a money judgment hereunder, the Club shall be entitled to recover, and the lien shall secure, all attorney's fees, interest, late fees and collection costs in such action. This lien shall be superior to all liens except any lien afforded priority by Florida law.

2. Damages. The Club is not responsible for the property of Members, guests or other persons on the premises. Members shall pay for all damage to Club property caused by them, their family or guests and for all expenses incurred by the Club as a result of the Member's (or their family or guests) behavior.

Section I. Club Privilege; Suspension of Same

1. Good Standing. So long as a Member shall remain in good standing under the Club's Governing Documents, he/she shall have all the rights and privileges of the Club's facilities conferred by the Club's Governing Documents.

2. Discipline. If any Member (which includes for this Section all classifications of membership), or any Member's family, tenants, guests or invitees, shall fail to comply with the Club's Governing Documents or if any such person's conduct shall be deemed improper or likely to endanger the welfare, safety, harmony, or good reputation of the Club or its Members or employees, then such Member and such other individuals may be reprimanded, fined and/or suspended. The Board shall be the sole judge of what constitutes improper conduct, a violation of the Club's Governing Documents, or conduct likely to endanger the welfare, safety, harmony, or good reputation of the Club or its Members and employees. This shall include, but not be limited to, flagrant, deliberate or repeated violations of the Club's Governing Documents. The Board, by a majority vote, may suspend, for a reasonable period of time, the club privileges, as defined in Article IV, Section E, of a Member or a Member's family, tenants, guests and/or invitees to use common areas (excluding the Member's right to have vehicular and pedestrian ingress and egress to and from such Member's Residential Unit) and may levy reasonable fines against any Member or any Member's family, tenants, guests or invitees. Fines may be levied in the amounts and for the violations set forth from time to time in the Club's Rules and, to the extent not expressly set forth in the Rules, any such fine shall not exceed \$500 per violation or the maximum permitted by Florida law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, in accordance with the applicable laws of the State of Florida. The Club shall have the right to impose a claim of lien and proceed with the foreclosure thereon against the Member's property if the fine exceeds \$5,000 in total and remains unpaid for a period in excess of 30 days after the fine has been imposed.

3. Hearing With the Board. Any Member proposed to be subject to disciplinary action shall be given written notice of such possible action and shall be given an opportunity to be heard by the Board to show cause why he or she should not be disciplined in accordance with this Section. The Board shall set a time and date (not fewer than 14 days after mailing) for such hearing. Until final determination by the Board and the Compliance Committee the Member shall enjoy the privileges of the Club.

4. Compliance Committee. All disciplinary proceedings and actions against a Member shall be conducted in accordance with the provisions in the applicable section of the Florida Statutes, as amended from time to time. The Board shall appoint a Compliance Committee of not fewer than three members who are not officers, directors or employees of the Club or the legal spouse, parent, child, brother or sister of an officer, director or employee. If the Board, or its designee, determines to suspend and/or fine a Member or a Member's family, tenant, guest or invitee, the person(s) sought to be disciplined shall be afforded an opportunity for a hearing before the Compliance Committee, with the majority of the Committee constituting a quorum. If the Compliance Committee, by a majority vote of those present at the hearing, does not approve the proposed fine or suspension, it may not be imposed.

Section J. Notice

1. Notice. Whenever, according to these Bylaws, a notice shall be required to be given to any Member, notice may be given in writing by U.S. mail or email addressed to such Member at his current billing address or email address, and the date when such notice is mailed or sent shall be deemed the time of the giving of such notice. It shall be the duty and obligation of each Member to have their correct and current mailing and email address or addresses and telephone number in Club Directory. Notice shall be deemed effective as provided in the applicable section of the Florida Statutes.

2. Waiver of Notices. Any notice required to be given by these Bylaws may be waived by the person entitled thereto.

Section K. Leasing of Living Unit

1. Lease. Any Resident Equity Member may lease his, her or its Residential Unit in compliance with the Leasing Policies adopted by the Board from time to time. Any lease of a living unit must be in writing and must be for a minimum period of one (1) month and each said lease shall be submitted to the Board, or its designee, for review and approval at least ten (10) days in advance of the commencement of the lease term. The Board shall have the right to establish a reasonable administrative processing fee for handling each lease transfer.

2. Categories. In addition, the Board shall have the authority to establish renter categories and charge tenants, their families, and guests a fixed monthly use of amenity fee as determined by the Board, or green fees, court fees and other use fees for tenants. The Board shall have the right to establish green fees and, where appropriate to the particular lease, green fees, court fees, and other use fees.

3. Three Year Limit. If a living unit is leased, and not occupied by the owner of the living unit, and the tenant pays for Club privileges as enumerated above, then the tenant's right to rent a living unit and acquire use of Club privileges shall be limited to rental periods occurring in a total of any three (3) calendar years. The three calendar year limitation includes all periods as a renter and all periods as a Designated Member combined. Any partial period within a calendar year will count as a full year.

4. Rules. Except as otherwise provided by the Board and except as specified in these Bylaws, all tenants shall be subject to the same rules and regulations regarding Club privileges as

other Members of the Club. The Board shall establish a good faith procedure for review and approval of leases and shall make a reasonable effort to avoid delays in the lease review and approval process.

5. Member Responsibility. Assessments, fees and charges (including minimums) and other indebtedness of the Club remain the obligation of the Member/landlord during the lease and thereafter, as do unpaid charges incurred by the tenant. The Club may, however, seek payment by Tenant, pursuant to Florida law, of any and all Club assessments and other charges not timely paid by the Member.

ARTICLE V MEETINGS OF MEMBERS

Section A. Annual and Special Meetings

1. Annual Meetings. The Annual Meeting of Equity Members of the Club and the election of Directors shall be held on a date between January 15th and March 1st of each year, as determined by the Board.

2. Special Meetings. A Special Meeting of Equity Members may be called at any time by the President with the approval of the Board and shall also be called by the Secretary at the request, in writing, of at least ten percent (10%) of the Equity Members.

Section B. Notice of Annual or Special Meeting

1. Notice. At least fourteen (14) days before any Annual or Special Meeting, the Secretary or his /her designee of the Club shall mail, email or hand deliver (with receipt signed) to each Equity Member a notice of such meeting, unless proposed by-law changes are to be voted upon, in which case thirty (30) days' notice is required, or unless an assessment is to be voted upon, in which case sixty (60) days' notice is required.

2. Nominees. The Annual meeting notice must include the names and qualifications of the nominees for the current election.

3. Special Meeting. The Special meeting notice must set forth the purpose of the meeting.

Section C. Quorum: Meeting Procedure

Twenty-five (25%) percent of the then existing Equity Members of the Club casting votes shall be necessary and sufficient to constitute a quorum at any meeting of membership, except when a greater number is required by law. At any meeting at which a quorum is present, all questions and business which come before the meeting shall be determined by the vote of a majority of the Equity Members who cast votes, except when a different proportion is required by law or these Bylaws.

Section D. Voting

1. Member Vote. At all meetings of Equity Members, every Equity Member, whose voting privileges have not been suspended for delinquency or otherwise, shall be entitled to vote although there is only one vote per Equity Certificate. Unless otherwise specified by the Board, the voting for election of Directors is through the use of ballots turned in no later than the time deadline established below. Unless the election is conducted by electronic means as permitted by Florida statutes, in which case the Board shall establish procedures conforming to the statute, the election of Directors shall occur as provided in the following paragraph.

- a. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible Member who has a bona-fide interest in serving as a director may file as a candidate for the Board. Nominations for election to the Board will also be made by the Nominating Committee, as described in Article IV.
- b. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.
- c. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the election in a fair, efficient and cost-effective manner, consistent with the Governing Documents and with Florida law.

2. Ballot. The Secretary shall have a ballot prepared for the Annual Meeting containing the names of all of the nominees for election to the Board and mail the same to all Equity Members in good standing not less than fourteen (14) days prior to the Annual Meeting. The ballot shall be prepared with instructions that it shall be returned in a plain small ballot envelope within a second larger envelope. (Envelopes will be provided by the Club.) The name of the Member voting, along with his/her membership number, shall be signed across the seal on the back of the second larger envelope, and that envelope shall be mailed or delivered to the Club.

The ballot shall be explicit and give full voting information for the guidance of the Members. Each Member shall be instructed to vote for no more nominees than is necessary to fill the number of vacancies on the Board. Ballots that do not conform to these instructions will be declared void.

3. Voting Procedures. The Board may from time to time establish procedures for voting electronically, by ballot, by proxy or otherwise. Such procedures shall be solely within the Board's discretion so long as it is in compliance with applicable law.

4. Tellers. On, or before, the day of election, tellers who have been appointed by the Secretary, and approved by the Board, shall, in the presence of any interested Members, record the names of persons from whom ballots have been received, open the envelopes and commence counting the ballots and proxies which have been delivered prior to the meeting. Proxies may be pre-counted and delivered to the Secretary prior to the meeting in an effort to assure that a quorum of the Members will be attained and announced when the meeting commences. At the meeting, after the last call for ballots has been made, ballots not previously delivered prior to the meeting will be collected and tabulated, and the polls will be considered closed. The results will be delivered to the Secretary in a sealed envelope. The number of nominees corresponding to the

number of Director vacancies to be filled who receive the largest number of votes shall be declared elected (i.e. by a plurality). In the event of a tie vote for any position, the election for that position shall be determined by a majority vote of the Equity Members present in person at the Annual Meeting.

ARTICLE VI BOARD OF DIRECTORS

Section A. Number and Term of Office

There shall be nine (9) members of the Board who shall hold office for a term of three (3) years each, on staggered terms. Only Equity Members shall be eligible to serve on the Board and only one (1) individual from each membership shall be entitled to serve on the Board at the same time. At each Annual Meeting, three (3) directors shall be elected for a three (3) year term. Directors cannot serve more than two (2) consecutive three (3) year terms. In the event of the resignation or death of a Director, the remaining members of the Board may elect a replacement to serve until the next Annual meeting of Members. At the next Annual meeting of Members, a Director shall be elected to fill the remaining unexpired term, if any, of the member of the Board who resigned or died.

1. Nominating Committee. At least one nomination for each vacancy occurring on the Board as of the next Annual meeting shall be made by a Nominating Committee of five (5) persons selected as follows: The Board shall appoint a sitting Director to chair the Nominating Committee. Each member of the Board may nominate a person or persons qualified as an Equity Member to serve with the Chairperson on the Nominating Committee. The Board shall elect by ballot four (4) of the nominees who, together with the Chairperson, will form the five (5) person Nominating Committee.

2. Slate. The Nominating Committee shall nominate candidates for the Director vacancies to be filled at the Annual meeting no later than eight (8) weeks prior to the Annual meeting and shall notify the Secretary of the persons nominated. The Secretary shall post the slate of nominees at the Club. Any Equity Member or spouse of an Equity Member who elects to have his or her name added to the ballot for Director shall notify the Secretary of the Club, in writing, within seven (7) calendar days of the posting of the report of the Nominating Committee. The Secretary shall mail to Members entitled to vote the ballot listing those persons standing for election to the Board. The ballot shall identify those candidates recommended by the Nominating Committee.

Section B. Meetings of the Board

1. General. Meetings of the Board shall be called by the Secretary from time-to-time upon the request of the President or by request of two (2) or more Directors. Directors shall be given a minimum of 48 hours notice of the time and place of such meeting by telephone. The Board shall meet at least once a month, unless the meeting is waived by a majority of the Board. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business.

2. Open Meetings. All meetings of the Board must be open to all Members except as allowed by law. Exceptions include meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege and personnel matters.

3. Posting. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, the Club's Board may provide for a reasonable alternative to posting or mailing of notice for each Board meeting, including publication of notice or provision of a schedule of Board meetings.

4. Voting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

Section C. Quorum of Directors

At all meetings of the Board, a majority of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board unless otherwise prohibited by law or these Bylaws. Directors may participate by electronic means and those doing so shall be counted towards the quorum.

Section D. Powers of the Board

All of the powers and duties of the Club existing under the Florida Corporation Statutes and the Club's Governing Documents, shall be exercised exclusively by the Board, or its duly authorized agents, contractors, or employees subject only to the approval by Members when such is specifically required by law or the Club's Governing Documents. One specific purpose and power of the Club is to enforce the Declaration of Covenants and Restrictions and any other covenants or restrictions now or hereafter within the Club's jurisdiction, as provided in the Assignment of Developer's rights recorded in the Lee County Public Records at Book 2258, Page 0662. Without limiting the generality of the foregoing, the powers and duties of the Board include the following:

1. General. The business, property and affairs of the Club shall be managed by the Board as conferred by and set out in these Bylaws and Articles of Incorporation, provided, however, that the Board shall form no corporation or other legal entity to conduct the business of Fiddlesticks Country Club, Inc. without prior approval of the membership.

2. Specific Authority. The Board shall do everything necessary and expedient to carry out the purposes for which the Club was incorporated, including, but not limited to, the power to make assessments for the maintenance and repair of roadways and club property.

a. The Board may make assessments in accordance with these Bylaws.

b. Fees and charges shall be fixed by the Board.

- c. The Board shall make all rules and regulations governing the activities of the Club, maintenance of the common property, including roadways, over which the Club has jurisdiction, use by, and conduct of Members while using Club facilities, and such rules and regulations as are advisable to interpret, supplement or enforce the Club Governing Documents.
- d. The absence of any Director from any regularly scheduled monthly meeting of the Board for three (3) consecutive meetings or four (4) regularly scheduled meetings in any one election year (i.e., 3/1-2/28), without satisfactory reason, as determined by the other members of the Board, shall be deemed a resignation there from.
- e. The Board shall be the sole interpreter in respect to any question of the construction of doubtful or conflicting provisions of these Bylaws and the Club's Governing Documents generally, and the decision of the Board shall control and be final and binding.
- f. The Board shall have full power and authority to make any and all regulations regarding tenants, guests, and invitees of Members.
- g. The Board shall have the sole authority to enter into an employment contract with the General Manager, and no General Manager shall be employed or dismissed without the affirmative vote of the majority of the Board.

ARTICLE VII INTENTIONALLY LEFT BLANK

ARTICLE VIII OFFICERS

Section A. Officers

- 1. Generally. The officers of the Club shall consist of a President, Vice-President, Secretary and Treasurer who shall be elected by the Board, together with such other officers, as may be elected by the Board from time-to-time. No two offices shall be held by one individual.
- 2. Term. All officers shall serve for one (1) year or until their successors are elected and qualified.
- 3. Removal. Any officer may be removed from office by the Board with or without cause.

Section B. Election

The Board shall hold its first meeting immediately following the Annual meeting of the Equity Members, at which time the Board shall elect officers to serve in such capacities during the ensuing year.

Section C. The President

1. Duties. Without limiting the authority conferred or by duties imposed upon the President by law, or by other provisions of these Bylaws, it is expressly understood that he/she shall be the Chief Executive Officer of the Club, shall preside at all meetings of Members and Directors, and shall be ex-officio member of all committees and shall see to it that the Club's Governing Documents and the resolutions of the Members and the Board are in force and carried into effect. He/She shall look after the general welfare of the Club, execute all obligations, agreements and contracts, and perform all of said duties that are usually required of a President of such a corporation.

2. Former President. During the year following his/her term as President, a former President, if he/she is Equity Member of the Club in good standing (and not a member of the Board) shall receive notice of and may attend meetings of the Board. He/She may advise the Board with respect to the affairs of the Club and shall be entitled to participate without vote in the discussions and deliberations of the Board.

Section D. Vice President

In the absence of the President, the Vice President shall, in his/her stead, do and perform all duties and exercise all authority herein conferred upon the President.

Section E. Secretary

1. Duties. The Secretary shall attend all Members' and Directors' meetings and record proceedings of the same. He/She shall conduct all official Club correspondence and be custodian of the Seal of the Club.

2. Annual Report. At the first meeting of the Board, following the Annual meeting of the Equity Members, the Secretary (or retiring Secretary, as the case may be), shall submit to the Board a written report setting forth the significant items of business pending or open for decision before the Board.

Section F. Treasurer

The Treasurer shall be the Board's liaison to the Finance Committee. He/She shall cause the Club's management staff to be custodian and take charge of all money and personal property of the Club subject to the direction of the Board, keep a true and correct account of all money received and expended for and on behalf of the Club, and render an accurate periodic accounting to the Board.

Section G. Eligibility for Election to Office

1. Equity Member. In order to be eligible to serve as an officer of the Club, the candidate must be an Equity Member or the legal spouse of an Equity Member. In addition, both the President and the Vice President must be a member of the Board.

2. President. Only Board Members who are currently serving on the Board and who have served on the Board for a period of at least six (6) months immediately preceding the election shall be eligible to serve as the President.

Section H. Indemnification of Directors, Officers and Committee Members

1. Indemnification. On and after July 1, 1990, each Director, or former Director or officer of the Club, or any person who may have served at its request as a director, officer or committee member, is entitled to indemnification or reimbursement against liabilities and reasonable litigation expenses, including attorneys' fees, incurred by him or her in connection with any action suit or proceeding (both civil and criminal) in which he/she is made or threatened to be made a party by reason of being or having been such director, officer or committee member, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to have acted in bad faith or to have been liable or guilty by reason of willful misconduct in the performance of duty.

2. Expenses. Expenses incurred by any Director, officer or committee member in defending a civil or criminal action suit or proceeding shall be paid by the Club in advance of the final disposition of such action, suit or proceeding, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to have acted in bad faith or to have been liable or guilty by reason of willful misconduct in the performance of a duty and the Board shall authorize such payment in each specific case. If said expenses are advanced or paid prior to disposition of such action, suit or proceeding, the director, officer, or committee member on whose behalf said expenses are advanced or paid shall give the Club an undertaking to repay such amount unless it is ultimately determined that he/she is entitled to indemnification.

3. Insurance. The Board of the Club shall purchase and maintain insurance on behalf of any person who is or was a director, officer or committee member of the Club against any liability asserted against such person and incurred by such person in any such capacity, arising out of such person's status as such, whether or not the Club would have the power to indemnify such person against such liability.

4. Additional Coverage. The indemnification provided for in this section shall be in addition to all other rights to indemnification provided by applicable law, inasmuch as it is the intent of the Club to indemnify said directors, officers, committee members or former directors, officers or committee members to the fullest extent permitted by applicable law.

5. Required Action. The Board of the Club shall take all such action as may be necessary and appropriate to authorize the Club to pay the indemnification required by these Bylaws, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him.

6. Reliance. Any person who, at any time after the adoption of this Bylaw, serves or has served in any of the aforesaid capacities for or on behalf of the Club shall be deemed to be doing or to have done so in reliance upon, and as consideration for the right of indemnification

provided herein. Such right shall inure to the benefit of the legal representatives of any such person.

ARTICLE IX GENERAL MANAGER

This Club operates under the General Manager concept in the management of this Club. The General Manager shall serve as the Executive Vice President of the Club, but may not vote at Director's meetings. The General Manager shall manage the affairs, direct the work of the Club, and hire, supervise, evaluate and discharge all other Club employees, including Department Heads, i.e., Golf Professional, Tennis Professional, Golf Course Superintendent and the Club House Manager. He/she shall also direct, supervise and evaluate all independent contractors of the Club subject to and in accordance with the directions of the Board.

Notwithstanding Article VI, Section D, the President will exercise supervisory authority over the General Manager. The General Manager shall prepare budgets of expenses for approval of the designated committees, and shall be authorized to incur expenses in accordance with the approved budgets, or as directed by the Board. He/she shall also be a non-voting member of all Committees. He/she shall make reports of work and affairs of the Club to the President, Board and Membership meetings as requested by the President.

ARTICLE X COMMITTEES

Section A. Committees

Committees of members shall be designated by the Board to advise the Board in such areas as services and Member activities, and in maintaining and improving the common elements such as roads, grounds, signs, buildings, facilities and recreational areas. Committees have no jurisdiction or authority to act on behalf of the Club or bind the Club in any contractual obligation or expenditure of funds. Only Equity Members, their legal spouse or Significant Partner in Residence may serve on committees or as Chairman of a committee.

Section B. Executive Committee

The Board may, if deemed desirable, establish an Executive Committee from amongst its Board members, which shall have all authority of the Board, subject to any limitations imposed by the Board resolution establishing said Committee, or by law.

Section C. Standing Committees

The function and composition of standing or other committees and the members thereof shall be as established from time-to-time by the Board. Committee members may not vote by proxy or secret ballot. The standing committees are as follows:

- Membership and Marketing
- Finance and Budget

- Nominating
- Green
- Golf
- Tennis, Pool and Fitness
- House
- Security
- Community and Common Grounds
- Architectural Review

ARTICLE XI SALE OF REAL ESTATE BY THE BOARD

The Board may not sell, mortgage or lease any real estate owned by the Club, unless and until the Board has, by majority vote, elected to sell, mortgage or lease real estate owned by the Club, and unless and until a majority of the Equity membership has voted in favor of said proposal at an Annual Meeting or a Special Meeting of the membership called for that purpose, at which a quorum is present. Notice of an Annual Meeting or a Special Meeting of the membership at which a vote will be taken concerning the sale, mortgage or lease of real estate owned by the Club must be mailed thirty (30) days in advance of such meeting indicating that the sale, mortgage or lease of real estate owned by the membership will be considered and indicate the terms and conditions of the proposed sale. Notwithstanding the foregoing, the Board may sell residential real estate within the Fiddlesticks subdivision (described more particularly in Exhibit B) that it owns as a result of a foreclosure or other forfeiture from a former Member, without the approval of the Equity membership.

ARTICLE XII COMMERCIAL ADVERTISING

No commercial advertisements or notice of any kind shall be posted or circulated in Fiddlesticks Country Club, other than for official Club purposes. The use of Club stationery, crest, emblem or membership roster for commercial purposes is prohibited other than for official Club use by Fiddlesticks Country Club.

ARTICLE XIII AMENDMENTS OF THE BYLAWS

Section A. Amendments

These Bylaws may be amended, supplemented, repealed or altered at any Annual or Special Meeting of the Equity Members at which a quorum is present.

Section B. Amendments by Members

Any Member may submit, in writing, recommendation for changes in the Bylaws, to the Board. The Board will give due consideration to the recommendations made by the Member and will notify the Member of the action it took with respect to said recommendation submitted.

Section C. Approval of Amendments

A proposed amendment to the Bylaws will be deemed approved upon receiving the affirmative vote of a majority of those Members casting votes.

Section D. Amendment Proposals

Proposals to amend the Bylaws shall be placed upon the agenda of the next Annual Meeting or in the Board's discretion at a Special Meeting, upon resolution of a majority of the Board or a written petition signed by not less than fifteen percent (15%) of the Equity Members in requesting a proposed amendment.

Section E. Notice of Meeting to Amend Bylaws

Notice of the meeting at which proposed amendment to the Bylaws will be considered shall include the text of the proposed amendments and must be provided at least thirty (30) days in advance of the meeting with provision being made for casting absentee ballots.

ARTICLE XIV TAX EXEMPT CORPORATION

It is the Club's intention to maintain a tax-exempt status pursuant to the Tax Reform Act of 1976. To this end, the Club is organized and operated to provide management, maintenance and care of the Club's property and the Club through its officers and directors, shall insure that at least 60% of its gross income shall consist of membership assessments, fees and charges and that 90% of the Club's annual expenditures shall be to acquire, construct, manage and maintain, care for or improve the common areas of Fiddlesticks Country Club, Inc. No part of the Club's net earnings shall inure to any private shareholder or Residential Unit Owner's benefit. Anything herein to the contrary, it is the intention of the Club as presented provided by the Federal Tax Law or as may be hereafter amended that any provision of these Bylaws which would cause the Club to fail to qualify for such tax exemption status shall be null and void and shall yield to the overriding intention as herein expressed.

ARTICLE XV ADDITIONAL CLUB POWERS AS REQUESTED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Section A. Surface Water Management System

One of the primary purposes of the Club is to operate and maintain common property, specifically the Surface Water Management System under permits granted by the South Florida Water Management District within the Fiddlesticks project, including all lakes, retention areas, culverts and related appurtenances. In connection with requirements of said agency, the Club is specifically empowered: (a) to own and convey property; (b) to establish such rules and regulations as it may

deem appropriate or as may be required by the South Florida Water Management District; (c) to sue and be sued; (d) to assess Members and enforce said assessments relating to the operation and maintenance of common property; (e) to contract for services for operation and maintenance, if the Club deems this outside service to be appropriate and feasible; and (f) in the event of dissolution of the Club, the Club shall have the power to dedicate the operation and maintenance of common property to a successor non-profit corporation or to an appropriate agency of local government for purposes of operating and maintaining said common property in accordance with South Florida Water Management District requirements.

Section B. Amendment to Surface Water Management System

Any Amendment affecting the Surface Water Management System contained within the Fiddlesticks project, including the Water Management portions of the common areas must first be submitted for prior approval to the South Florida Water Management District.



Declaration of Covenants and Restrictions
Fiddlesticks Country Club Subdivision
Lee County, Florida

Amended and Approved July 13, 2006

AMENDED AND APPROVED JULY 13, 2006

**DECLARATION OF COVENANTS AND RESTRICTIONS
FIDDLESTICKS COUNTRY CLUB SUBDIVISION
LEE COUNTY, FLORIDA**

This document, "AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LOTS 1-154 AND 157-383 OF FIDDLESTICKS COUNTRY CLUB SUBDIVISION" is to control the use and improvement of all listed property and to require membership in FIDDLESTICKS COUNTRY CLUB by each owner(s).

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SUMMARY:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, FIDDLESTICKS COUNTRY CLUB, INC., A Florida Not For Profit Corporation hereinafter "The Club or Association", being the owner(s) of Fiddlesticks Country Club, a subdivision hereinafter "the Property" or "the Subdivision," according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida in Plat Book 34, pages 144 to 160, makes the following Declaration of Restrictions which shall encumber only Lots "1-154" and "157 -383" as shown on said Plat, specifying that this Declaration shall constitute a Covenant running with the land and that this Declaration shall be binding upon The Club and upon all persons acquiring title to the above described lots in Fiddlesticks Subdivision. These Restrictions (during their lifetime) shall be for the benefit of and limitation upon all present and future owner(s) of the above-described said real property. These Restrictions shall specifically not apply to any land areas designated for multi-family use (condominium or villa type use) within Fiddlesticks subdivision. By this Instrument, The Club places the following Restrictions and Covenants against the property. The single family lots described herein are hereby made subject to these protective Covenants and Restrictions for the purpose of insuring the best use and the most appropriate development and improvement of the Subdivision and Country Club community in general; to protect the Subdivision and the owner(s) of the lots against such improper use of surrounding lots as would tend to depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection and maintenance of attractive homes thereon, with appropriate locations thereof on each lot or lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for quality improvements to said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

In accepting a deed or contract for any Lot or Living Unit the owner(s) must become a member(s) of Fiddlesticks Country Club, Inc., a Florida not-for-profit corporation, and be subject to the obligations of the duly enacted By-laws and rules or regulations of the Club.

As used herein, the Club's "Governing Documents" are: The Declaration of Covenants and Restrictions, Bylaws, Articles of Incorporation, and Rules and Regulations. The Covenants established herein shall run with the land covered hereby and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from 13th day of July 2006 unless an instrument signed by a majority of the owner(s) of the lots encumbered hereby has been recorded, which instrument shall either amend or revoke these Covenants in whole or in part after which time said Covenants shall be automatically extended for a period of ten (10) years.

Fiddlesticks Country Club, Inc., a Florida not-for-profit corporation, has been formed in compliance with Chapter 617, Florida Statutes. One of the primary duties of said non-profit corporation is to operate, maintain and improve Common Property and golf courses, including the surface water management system as per permits granted by the South Florida Water Management District within the Fiddlesticks project, including all lakes, retention areas, culverts and related appurtenances. In connection with the requirements of said Agency, Fiddlesticks Country Club, Inc., is specifically granted the following additional powers by The Club: (a) to own and convey property; (b) to establish such rules and regulations as it may deem appropriate or as may be required by the South Florida Water Management District; (c) to sue and be sued; (d) to assess members and enforce said assessments relating to operation and maintenance of Common Property and golf courses; (e) to contract for services for operation and maintenance, if the said corporation deems outside services appropriate and feasible; and (f) in the event of dissolution of said corporation, said corporation shall have the power to dedicate the operation and maintenance of Common Property and golf courses to a successor non-profit corporation or to an appropriate agency of local government for purposes of operating and maintaining said Common Property and golf courses in accordance with South Florida Water Management District requirements. The “Common Property” is defined as to include all and anything owned by Fiddlesticks Country Club, Inc. Any amendment affecting the surface water management system contained within the Fiddlesticks project, including the water management portions of the Common Property and golf courses, must first be submitted for prior approval to the South Florida Water Management District.

1. **ARCHITECTURAL AND AESTHETIC CONTROL:**

- a. General: No building, structure or other improvement shall be erected, altered or demolished nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Living Unit, be performed without the prior written approval of the Architectural Review Committee (hereinafter referred to as “ARC”). In obtaining said written approval, an owner(s) or any other person applying shall comply with all applicable requirements and procedures.

Powers: The ARC shall have the power to:

- b. Propose the adoption, modification or amendment by the Board of Directors of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARC finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed.

- c. Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure or Lot or Living Unit. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot or Living Unit, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work.
- d. Approve or disapprove the erection, alteration or demolition of any building, structure or other improvement and any proposed changes during and after construction; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure or Lot. All decisions of the ARC shall be forwarded in writing to the Board for approval. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed nor withheld.
- e. Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Club, in cash or check, at the time the request is submitted to the ARC.
- f. Adopt procedures for inspecting projects during and after construction to ensure conformity with approved plans and adherence to Design Review Guidelines in effect at that time.

2. **LANDSCAPING AND MAINTENANCE OF PREMISES:**

- a. Landscaping: Trees and shrubs shall be placed, cared for and maintained in a manner commensurate with the area development and in accordance with standards of good landscaping. No wall, hedge, fence or mass planting at any time shall be permitted in the area of any lot (i) from the front line of the building to the street on which said lot fronts, (ii) within the "easement for golf" as defined herein in Paragraph 16, (iii) on intersecting lots, or (iv) affect the water view of adjacent residences without specific approval of The Club. All specific types of fences shall be approved in advance by The Club.
- b. Lawns, Landscaping: All areas not covered by structure, walkways or paved parking facilities shall be maintained by their owner(s) as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes or water management areas. Stone, gravel, paving or artificial surface may not be used as a substitute for grass in a lawn. All lawns and landscaping shall be completed at the time of completion of the structure as

evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the owner(s). Lawns must be regularly cut and mulched areas regularly re-mulched.

- c. Maintenance of Premises: No weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse or waste shall be allowed to be placed to remain upon any lot. If an owner permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days notice by the Club, the Club shall have the right to enter upon the premises and make such corrections and shall charge the owner(s) for the cost of the corrections. Said charge, until paid, shall be a lien against the lot. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in a safe and attractive condition.

3. **LOT CLEARING FOR CONSTRUCTION:**

Lots under Construction:

No trees, or other vegetation which naturally exist on any lot, shall be removed except where absolutely necessary for the placement of the structure itself or with the prior written approval of the Club. All clearing and landscaping plans must be submitted to The Club for approval. No refuse, piles, or unsightly objects shall be allowed to be placed or to remain thereon. In the building or alteration of homes, "Governing Documents" and the "Architectural Guidelines and Review Procedures" issued by the Club from time to time are to be followed.

4. **BUILDING CONSTRUCTION REQUIREMENTS:**

No building shall be erected on any lot of the Subdivision except one single-family dwelling, with attached garage for at least two (2) cars. Servant quarters may be provided as a part of the garage or may be attached to the house. Each Living Unit shall consist of not less than 2,500 square feet of enclosed air-conditioned living area or ground floor space, excluding porches, garages, servant quarters and similar structures; provided, however, that The Club reserves the right to approve structures consisting of less than 2,500 square feet of living area, in its complete and sole discretion, for lots which are either substandard in size or which contain an odd or non-conforming shape within the Subdivision. No structure exceeding two (2) stories in height shall be constructed on any lot. No stilt homes of any type shall be permitted. No structure or building of any kind will be constructed, renovated, changed or altered on the premises until the plans therefor, including specifications, landscaping, exterior color schemes and material, have been approved by Fiddlesticks Country Club, Inc., its successors, nominees or assigns. Disapproval of such plans may be based upon any grounds, including purely aesthetic grounds, and shall be solely at the discretion of The Club.

In the construction, renovation, alteration or change of any residence on the premises, the main or predominate portion of the roof of the main dwelling or accessory buildings shall have a pitch of not less than 4 to 12.

- a. Once the construction or renovation of any building has begun, work thereon must be prosecuted diligently and completed within the required time as set forth by the ARC guidelines. If, for any reason, work is discontinued and there is not substantial progress toward completion for a continuous thirty (30) day period, then The Club shall have the right to notify the owner(s) of record of the lot or lots of its intentions to enter onto the lot or lots and take such steps as may reasonably be required to correct an undesirable appearance or hazard. The reason for such correction shall be solely in the discretion of The Club and may include aesthetics. The owner(s) of the lot or lots shall be liable for all costs incurred in such action and the total costs hereof shall constitute a lien on the lot or lots involved.

5. **BUILDING SITING:**

The main residence shall face the street upon which tract lot fronts (except for corner lots, which may face either intersecting street). Garage entry shall be from the side. Exceptions to this policy will be considered in the case of irregularly shaped lots. Oversized homes or garages that prevent adequate turn-around space from side entry would also be considered for exception. All buildings must be set back a minimum of 25 feet from the street right-of-way and 30 feet from the rear lot line; provided, however, that The Club may, at its discretion, waive the rear lot line setback in favor of Lee Country minimum setback requirements in cases where the 30 foot setback requirement would prevent an otherwise acceptable structure to be built. No building or structure of any kind, including over-hanging roofs, shall be built within 12% of the width of any side lot line. In the event that a lot has a street lot line and a rear lot line that are unequal, the side setback line, including over hanging roofs and appurtenances, shall be 12% of the average of the two lines.

6. **SIGNS:**

No sign of any kind shall be displayed in public view on the premises, except "For Sale" signs, which are specifically limited by the rules of the Club, and "Builder Identification Signs" which shall be removed when the structure or renovation is complete. The Club must approve all signs in advance. If any sign is erected in violation of this provision, the Club shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of \$100.00/day, or the maximum as permitted by Florida Statutes, for each day's violation and suspend the violator's use privileges of the golf courses and community Common Property. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property owner(s).

7. **MAILBOXES:**

All mailboxes placed upon the premises shall either be approved by The Club, or shall be identical to The Club's approved mailbox and must be kept in repair and shall be maintained as new in its original color. After written notice, the Club has the right to bring the non-conforming mailbox up to maintenance standards at the owner's expense.

8. **UNDERGROUND UTILITY SERVICES :**

All telephone, electric or other wires of all kinds shall be underground.

9. **GARAGE DOORS:**

All garage doors shall be equipped with an approved automatic closing device, which shall be kept operative at all times. All garage doors shall be of standard size except as approved by the Board of Directors upon recommendation of the Architectural Review Committee.

10. **VEHICLES AND PARKING LIMITATIONS:**

No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business. No boat, trailer, semi-tractor cabs and/or trailers or house trailer of any kind, camper, mobile home, motor home, bus, truck, truck camper, pick-up truck or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Community unless it is kept fully enclosed inside a structure. House trailers, semi-tractor cabs and/or trailers, campers, buses, motor homes, mobile homes, truck campers and the like are permitted to be parked in the community for loading and unloading purposes only, and then for a maximum of 12 hours. Parking for longer periods of time may be permitted, only with the prior written approval of the Club. Any vehicles parked in violation of this section shall be subject to being towed away at the owner(s)'s expense.

11. **TEMPORARY RESIDENCE:**

No trailer, semi-tractor cab, boat or boat trailer, tent, shack or other outbuilding may be used as a temporary residence nor may the same be parked on said property either temporarily or permanently. Only passenger vehicles, motorcycles, and motorbikes may be parked on residential property, and the same shall be kept enclosed in the garage area at all times when not in use. Exceptions can be granted by the Club for special circumstances.

12. **CLOTHESLINES:**

No clothesline of any kind shall be permitted on the premises and clothes shall not be hung outside the premises.

13. **GARBAGE AND TRASH:**

Garbage, rubbish and yard refuse shall not be placed for removal until 4:00 p.m. preceding collection days. No trash or garbage shall be allowed to accumulate where it would be a detriment to the community or to create any fire or health hazard.

14. **EXTERIOR ANTENNAS AND SATELLITE DISHES:**

No satellite dishes or other antennas shall be permitted unless specific approval is secured from The Club.

15. **PETS AND ANIMALS:**

Subject to other reasonable regulations by the Club, the number of commonly accepted household pets, such as a dog or cat, and a reasonable number of caged birds, for each Living Unit shall be as restricted by the Lee County Code. All animals shall be leashed (if outdoors), or kept within the Living Unit or on a lot with a working "invisible fence" and shall not be permitted to roam free. The Club may restrict the walking of pets to certain areas. Pets are not permitted on the golf courses at any time. Owner(s) who walk their pets on Common Property must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training are not allowed. The ability to keep a pet(s) is a privilege, not a right. If, in the opinion of the Board, any pet becomes the source of unreasonable annoyance or threat to others, or the owner(s) of the pet fails or refuses to comply with these restrictions, the owner(s), upon written notice, may be required to remove the pet from the Community. After sunset, pets may not be left unattended or leashed in yards or garages or on porches or lanais.

16. **PROPERTY USE AND THE LAW:**

No obnoxious or offensive activity shall be allowed within Fiddlesticks nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood or to others. Any violation of any applicable local, state or federal law or governmental regulation pertaining to the ownership, occupation or use of any property within Fiddlesticks Country Club, Inc. is hereby declared to be a violation of this Declaration and of the restrictions herein set forth and subject to any or all of the enforcement procedures set forth in this Declaration.

17. **WAIVER AND DISCLAIMER:**

Waiver and Disclaimer Regarding Golf Courses: Each Owner of a Lot or Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is hereby deemed to acknowledge and accept the following inherent risks associated with the golf courses.

- (a) Maintenance on the golf courses may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset.
- (b) During certain periods of the year, the golf courses will be heavily fertilized.
- (c) The maintenance of the golf courses may require the use of chemicals and pesticides.
- (d) The golf courses may be watered with non- potable water.
- (e) Golf balls may enter Owner's airspace and cause personal injury or property damage.

The Club and its members (in their capacity as members), and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors, and assigns of any such part ("Released Parties") shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot owner's use or enjoyment of the Lot, (b) improper design of the golf courses, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf courses), or (d) trespass by any golfer on the Lot, that may result in property damage or personal injury from golf balls (regardless of number) hit on the Lot or Living Unit or adjacent roadways, or from the exercise by any golfer of the easements granted herein.

Furthermore, each owner(s) of a Lot or Living Unit hereby assumes the risk inherent in owning property adjacent to or nearby golf courses, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Released Parties harmless from any and all loss arising from claims by such owner(s), or persons using or visiting such owner's Lot or Living Unit, for any personal injury or property damage.

18. **EASEMENT FOR GOLF:**

Easements to permit the doing of every act necessary and proper to the playing of golf on the golf courses adjacent to the lots, which are subject to these Restrictions, are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from any area of such lots, the flights of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf courses and golf courses easement, the usual and common noise level created by the playing of the game of golf, together with all of the other common and usual activity associated therewith, and with all the normal and usual activities associated with the operation of a country club. There is hereby established over and across the rear lot line adjacent to any golf courses in the Fiddlesticks subdivision (or side lot line, if said lot line is adjacent to a golf courses), a 25 foot easement which easement shall be used by Fiddlesticks Country Club, Inc. in the operation of its golf course property, and which easement area shall specifically constitute part of the golf courses.

19. **BUSINESS ACTIVITY RESTRICTED:**

Each Living Unit shall be used as a single-family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Living Unit, nor may the address or location of the Living Unit be publicly advertised as the location of any business or commercial activity. No customers, employees nor other business related visitors are permitted. This restriction shall not be construed to prohibit any owner(s) from maintaining a personal or professional library, from keeping personal, business or professional records in this Living Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his Living Unit. Such uses are expressly declared customarily incident to residential use.

20. **POND USE LIMITATIONS:**

All purchasers of Lots or Living Units within Fiddlesticks subdivision acknowledge that the ponds and lakes which exist within the Subdivision are for the purpose of golf courses and general Subdivision enhancement, and that the same are expressly not for the purpose of lot irrigation, boating, swimming, wading or unauthorized recreational activities. Any such activities are expressly prohibited, and if done, shall be done at the sole and complete risk of the Lot or Living Unit owner(s) or other participants. All persons purchasing Lot or Living Units within Fiddlesticks Subdivision, hereby hold harmless the Club, and its successors or assigns, from any injury resulting from such improper use of lakes and ponds within the Subdivision, including any injury resulting from alligators or poisonous snakes.

21. **LOT DRAINAGE RESPONSIBILITY :**

In constructing any Living Unit on any lot within Fiddlesticks Subdivision, all lot fill and house pad elevations shall be of sufficient height as required by The Club to prevent undue or excessive flooding of the lot or lots during normal or heavy precipitation. The Club, in approving the plans and specifications for any dwelling unit to be constructed, reserves the right to revise the elevation of said structure to prevent flooding of the lot being constructed upon or to prevent the flooding of any adjacent property. Further, all lot owners agree that any driveways constructed on the lots shall contain a concrete pipe of not less than the approved engineered size to handle run-off from the property to properly drain all the required area and to facilitate the functioning of the overall drainage plan of the Subdivision. The Club reserves the right to revise plans to account for adequate drainage to prevent a thwarting of the overall drainage plan within the Subdivision.

22. **RESTRICTIONS ON POSSESSION AND TITLE TRANSFER :**

The Lot or Living Units subject to these Restrictions shall not be leased or conveyed or otherwise alienated nor shall the title or possession thereof pass to another without the written consent of Fiddlesticks Country Club, Inc. or its successors and assigns, except that if such consent is not given or denied in writing within thirty (30) days after written

request is made therefore, this requirement shall be deemed to be complied with. This provision shall not defeat nor render invalid the lien of any mortgage or other encumbrance made in good faith for value as to any Lot, or Living Units. Nothing contained in this paragraph, however, shall be deemed to require the approval of The Club for the mortgaging of any Lot, or Living Units or the passage of title under any mortgage foreclosure; providing, however, that the right is hereby reserved to The Club to intervene in or set aside any proceeding to foreclose a mortgage or to set aside any sale or transfer thereunder for the purpose of preventing a collusive transfer of title in violation of the foregoing provision, nor shall anything herein be determined to apply to or affect the devolution of title by will, gift or under the intestate laws. The purchaser at foreclosure sale, however, and the donees, heirs and devisees of the owners, after acquiring title by foreclosure, gift, devise or under the intestate laws and all their successors in title shall be bound by this paragraph as to any subsequent sale, transfer, leasing or occupancy of said lot or lots.

23. **MEMBERSHIP REQUIREMENT :**

All persons or entities acquiring a Lot or Living Unit in Fiddlesticks Subdivision shall simultaneously with the acquisition of their Lot or Living Unit purchase and maintain one Vested Equity membership in Fiddlesticks Country Club, Inc. which entity shall operate the golf courses located within the Subdivision and the amenities relating thereto, and which shall further maintain the private roadways and other Common Property and golf courses existing within the Subdivision.

24. **WATER AND SEWER:**

All owners of lots within Fiddlesticks Subdivision hereby agree that, at such time as any structure is built thereon, they will tie into existing water and sewer systems as are made available to the Subdivision. No septic system shall be allowed. Permitted wells are allowed for the purpose of outside irrigation only and not for the purposes of domestic water supply.

25. **LIENS:**

The Club has a lien right on each Lot or Living Unit and structures for any unpaid past dues, assessments, and other charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Club in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record owner(s), the amounts then due and the dates when due. The lien shall also attach to the Equity Certificates. The Claim of Lien must be signed and acknowledged by an officer or agent of the Club. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorneys' fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of the clerk's deed. Upon full payment, the person making payment is

entitled to a Satisfaction of the Lien. The Club's lien may be foreclosed by the procedures and in the manner provided by Florida law for foreclosure of a lien upon a property for unpaid dues and/or assessments or charges. The Club may also bring an action at law against any owner(s) liable for unpaid charges or assessments. If final judgement is obtained, it shall include interest on the amounts owed as provided above and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys' fees in connection with any appeal of such action.

26. **COVENANT AND RULE ENFORCEMENT:**

The Club has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Fiddlesticks Country Club, Inc. and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Club facilities including common areas and golf courses.

27. **OWNER(S) AND MEMBER COMPLIANCE AND ENFORCEMENT:**

- a. The protective covenants, conditions, restrictions and other provisions of this document and the rules promulgated by the Club, shall apply to all owners, as well as to any other person occupying any Living Unit. Failure of an owner(s) to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of this document on rules and regulations shall not in any way act to limit or divest the Club of the power to enforce these provisions. Each certificate holder shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.
- b. Enforcement of any Covenant herein shall be by proceeding at law or in equity against any person or persons violating any Covenant either to restrain the violation or to recover damages. Any person or entity (including The Club or its assigns) successfully maintaining a court action to enforce these Restrictions shall be entitled to recover reasonable attorneys' fees (including appellate fees) and reasonable costs expended in connection therewith from the party and/or lot owner(s) in violation thereof.

28. **FINES:**

- a. In addition to the means of enforcement provided elsewhere herein, the Club shall have the right to assess fines against a Lot or Living Unit owner(s), or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, the Bylaws, and Rules and Regulations of the Club regarding the use of units, common elements, or Club property. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, or the maximum permissible by law, and each recurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate

hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the Lot or Living Unit owner(s), even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorneys' fees.

- b. Collection of Fines. A fine shall be treated as a special charge due to the Club ten (10) days after written notice from the Club to the owner(s) of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law.
- c. Application: All monies received from fines shall become the property of the Club.
- d. Non-exclusive remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Club may be otherwise legally entitled; however, any fine paid by the offending owner(s) shall be deducted from or offset against any damages that the Club may otherwise be entitled to recover at law from such owner(s).

29. **SUSPENSIONS:**

To the extent lawful, the Board of Directors may suspend the right of any Lot or Living Unit owner(s), or his guests, tenants, or family members, to use Common Property and golf courses during any period of time the owner(s) shall have failed to pay dues, assessments or other lawful charges or any fine levied, or for a reasonable time, as punishment for one or more infractions of the Club's Governing Documents. A suspension does not relieve the suspended member(s) from payment of dues or assessments during the period of suspension. No such suspension shall affect the Lot or Living Unit owner(s)'s right of access to his unit.

30. **NOTIFICATION OF HEARING:**

Each such violator and the unit owner(s) shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, Bylaws or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Club. The party subject to fine or suspension shall have an opportunity to respond, to present evidence and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Club.

31. COVENANTS BINDING:

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated this _____ day of _____, 20_____

Signed, Sealed and Delivered

In the Presence of these Witnesses:

OWNERS:

Witness

Owner

Printed Name of Witness

Printed Name of Owner

Witness

Owner

Printed Name of Witness

Printed Name of Owner

STATE OF FLORIDA:

COUNTY OF LEE:

Before me, the undersigned authority, this day personally appeared

_____ of Fiddlesticks Country Club, Inc. a Florida Not-For-Profit Corporation, who first being duly sworn deposes and says he executed the foregoing Amended Declaration of Covenants and Restrictions for Fiddlesticks Country Club, Inc. for the purposes therein expressed.

SWORN TO and subscribed before me this _____ day of _____, 20_____.

Notary Public

NOTARY SEAL

Commission Expires