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Prepared by and returned to:

Becker & Poliakoff, P.A.
Joseph E. Adams, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF RECORDATION

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA TERRA

RESTATED ARTICLES OF INCORPORATION
RESTATED BYLAWS

BELLA TERRA OF SOUTHWEST FLORIDA, INC.

WHEREAS, Bella Terra of Southwest Florida, Inc. (the "Master Association") is the entity responsible for the operation and management of Bella Terra, as described in the Declaration of Covenants, Conditions and Restrictions for Bella Terra, recorded in Official Records Book 4236, Page 511 *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time (the "Master Declaration"); and

WHEREAS, the property encompassed by the Master Declaration is further described by the following Plats: Bella Terra Unit One recorded in Plat Book 77, Page 84 through 99; Bella Terra Unit Two recorded in Plat Book 81, Page 1 through 36; Bella Terra Unit Three recorded in Plat Book 82, Page 58 through 68; Bella Terra Unit Four recorded in Plat Book 82, Page 38 through 42; Bella Terra Unit Five recorded as Instrument No. 2005000082140; Bella Terra Unit Six recorded as Instrument No. 2005000120812; Bella Terra Unit Seven recorded as Instrument No. 2007000034937; Bella Terra Unit Eight recorded as Instrument No. 2006000338361; Bella Terra Unit Nine recorded as Instrument No. 2006000315370; Bella Terra Unit Ten recorded as Instrument No. 2007000027025; Bella Terra Unit Eleven recorded as Instrument No. 2008000117173; Bella Terra Unit Twelve recorded as Instrument No. 2008000119753; Bella Terra Unit Thirteen recorded as Instrument No. 2010000020538; Bella Terra Unit Fourteen

recorded as Instrument No. 2010000020540; Bella Terra Unit Fifteen recorded as Instrument No. 2010000240262; Bella Terra Unit Sixteen recorded as Instrument No. 2012000054679; Bella Terra Unit Seventeen recorded as Instrument No. 2011000185742; Bella Terra Unit Eighteen recorded as Instrument No. 2012000054667; and Bella Terra Unit Nineteen recorded as Instrument No. 2012000257541; all of the Public Records of Lee County, Florida; and

WHEREAS, the Bella Terra consists of the following neighborhoods:

Name of Neighborhood	**Name of Neighborhood Association**	**Neighborhood Governing Declaration**	**Date of Initial Recording**	**Number of Living Units**
Single Family Homeowners Association at Bella Terra	Single Family Homeowners Association at Bella Terra, Inc.	O.R. Book 4529, Page 2878 *et seq.*, Public Records of Lee County, Florida	12/16/2004	1086
Condominium I at Barletta, a Condominium	Condominiums at Barletta Association, Inc., as successor by merger effective January 1, 2013	O.R. Book 4580, Page 4517 *et seq.*, Public Records of Lee County, Florida	02/04/2005	60
Condominium II at Barletta, a Condominium	Condominiums at Barletta Association, Inc., as successor by merger effective January 1, 2013	O.R. Book 4828, Page 4326 *et seq.*, Public Records of Lee County, Florida	08/04/2005	48
Condominium III at Barletta, a Condominium	Condominiums at Barletta Association, Inc., as successor by merger effective January 1, 2013	Instrument No. 2005000069245, Public Records of Lee County, Florida	10/13/2005	48
Condominium IV at Barletta, a Condominium	Condominiums at Barletta Association, Inc., as successor by merger effective January 1, 2013	Instrument No. 2005000141415, Public Records of Lee County, Florida	11/29/2005	48
Condominium Vat Barletta, a Condominium	Condominiums at Barletta Association, Inc., as successor by merger effective January 1, 2013	Instrument No. 2006000214070, Public Records of Lee County, Florida	05/22/2006	48
Condominium VI at Barletta, a Condominium	Condominiums at Barletta Association, Inc., as successor by merger effective January 1, 2013	Instrument No. 2006000369514, Public Records of Lee County, Florida	09/25/2006	48

LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK• 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

Condominium VII at Barletta, a Condominium	Condominiums at Barletta Association, Inc., as successor by merger effective January 1, 2017	Instrument No. 2006000421722, Public Records of Lee County, Florida	11/07/2006	36
Townhomes I at Bella Terra	Townhomes I at Bella Terra Association, Inc.	Instrument No. 2005000112759, Public Records of Lee County, Florida	11/09/2005	217
Villas I at Bella Terra	Villas I at Bella Terra Association, Inc.	O.R. Book 4524, Page 1735 *et seq.*, Public Records of Lee County, Florida	12/13/2004	79
Bella Terra Villas II	Bella Terra Villas II Homeowners Association, Inc.	Instrument No. 2006000281548, Public Records of Lee County, Florida	07/17/2006	67
Villas III at Bella Terra	Villas III at Bella Terra Association, Inc.	Instrument No. 2008000331314, Public Records of Lee County, Florida	12/19/2008	114
TOTALS: 12	6	NA	NA	1899

WHEREAS, the Master Association has created and attached hereto a set of Restated Governing Documents (the Master Declaration, Articles of Incorporation, and Bylaws) which contain all original and amended provisions of the Governing Documents, which were duly and properly adopted in accordance with the applicable provisions of the Governing Documents and duly and properly recorded in the Public Records of Lee County, Florida; and

WHEREAS, the Restated Governing Documents do not contain any new amendments which are not currently of record in the Public Records of Lee County, Florida; and

WHEREAS, the Master Association is desirous of recording the Restated Governing Documents in order to have the most up to date and consolidated version of the Governing Documents available in an easy to read format for prospective and current Owners.

NOW, THEREFORE, the Master Association hereby records the attached Amended and Restated Governing Documents.

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SIX MILE CORPORATE PARK• 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

WITNESSES:
(TWO)

Signature

Printed Name

Signature

Printed Name

BELLA TERRA OF SOUTHWEST FLORIDA, INC.

BY: _____
Richard Cesta, President

Date: 6/28/2017

(CORPORATE SEAL)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 28 day of June 2017, by Richard Cesta as President of Bella Terra of Southwest Florida, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) known to me as identification.

ROSE Z. STROHM
Notary Public - State of Florida
Commission # FF 136911
My Comm. Expires Aug 26, 2018

Notary Public

ROSE Z. STROHM
Printed Name

My commission expires: 8-26-2018

ACTIVE: 9807187_1

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RESTATED[1] DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA TERRA

THIS DECLARATION is made this 19th day of March, 2004, by Habitat Lakes, L.L.C., a Florida Limited Liability Company, hereinafter called the "Declarant," for itself and its successors, grantees, and assigns.

PREMISES:

WHEREAS, Declarant owns certain real property located in Lee County, Florida, and intends to create thereon a residential planned development of single-family homes, multi-family structures and related recreational and other common facilities and amenities, to be known as Bella Terra; and

WHEREAS, the real property which is intended to be developed as Bella Terra (the "Lands") is described in Exhibit "A" to this Declaration, as it may be amended from time to time; and

WHEREAS, to preserve, protect and enhance the values of the property and amenities in the Community, and the general health, safety and welfare of the members, Declarant deems it desirable to subject the Community to certain protective covenants, conditions, and restrictions; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, Bella Terra of Southwest Florida, Inc., a Florida corporation not for profit (hereinafter the "Master Association") has been incorporated; and

WHEREAS pursuant to Chapter 190, Florida Statutes, a Community Development District, (the "CDD") may be created to own, operate, administer and maintain certain parts of the infrastructure of the Community as further described in Sections 2.2-2.10 of this Declaration.

NOW THEREFORE the Declarant, and any other person owning an interest in the subject property who consents to or joins in the making of this Declaration, hereby declares that the Lands described in Exhibit "A" hereto, as it may be amended from time to time, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Lands and be binding on all parties having any right, title or interest in the Lands or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Additional real property may be added to the Lands by an amendment to Exhibit "A,"

[1] Editor's Note: This document restates the Declaration of Covenants, Conditions and Restrictions for Bella Terra recorded at O.R Book 4236, Page 511 *et seq.*, of the Public Records of Lee County, Florida. This document includes all of the amendments to the Declaration as most recently amended through May 3, 2016. No new amendments are included herewith.

proposed and adopted as set forth in Section 17.5 hereof, and consented to or joined in by all persons having a record ownership interest in the property being added. Nothing herein contained, and no violation of these covenants, conditions and restrictions shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively offered by legislation enacted subsequent to the recording of this Declaration.

1. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, or if not defined below unless the context clearly requires another meaning.

1.1 "Architectural Review Committee" ("ARC") means the Architectural Review Committee as established and empowered in Section 6 of this Declaration.

1.2 "Assessment" or "Assessments" means a share of the funds required for the payment of the expenses of the Master Association which from time to time is assessed against the members, including without limitation annual assessments and special assessments, as authorized by Section 9 of this Declaration.

1.3 "Board" means the Board of Directors of Bella Terra of Southwest Florida, Inc.

1.4 "Builder" means any or all of the following: the Declarant, Habitat Lakes, L.L.C., a Florida Limited Liability Company, or any of their successors or assigns, and any other person or entity that acquires land in Bella Terra for the purpose of development or to whom the Declarant sells land within Bella Terra and specifically assigns, in writing, any development rights it may have under this Declaration. The owner of a lot shall not, solely by virtue of having purchased a lot, be deemed a builder or a successor or assignee of the development rights of a builder, or of the Declarant for the purposes of this paragraph, unless an instrument of assignment or conveyance expressly so states.

1.5 "CDD" means and refers to any Community Development District, as defined in Chapter 190, Florida Statutes, established for the purpose of owning and maintaining property or facilities in the Community.

1.6 "CDD Property" means any and all real property and improvements which the CDD now or hereafter either owns, contracts, operates or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD.

1.7 "DRI" Bella Terra is a Development of Regional Impact (DRI), as defined under §380, Florida Statutes, State DRI #1-8384-37, adopted by the Board of Lee County Commissioners on November 19, 2001, County Case #DRI2000-00019, and as amended from time to time.

1.8 "Community" means all real property comprising the Lands, as defined herein and commonly referred to as Bella Terra, and the improvements thereon.

1.9 "Community Common Area" means that real property, including any improvements and fixtures thereon, which is owned, leased dedicated to, operated or maintained by the Master Association. However, some or all of the Community Common Areas may become CDD Property as further provided under Section 2.6.

1.10 "Conservation Area" means the wetland preserve areas and the upland preserve areas within the Community as described in the subdivision plat for Bella Terra, as recorded in Plat Book 00077, Pages 84-99, Public Records of Lee County, Florida.

1.11 "County" or "the County" means Lee County, Florida.

1.12 "Declarant" means Habitat Lakes, L.L.C., a Florida Limited Liability Company, its successors or assigns.

1.13 "Developer" means Habitat Lakes, L.L.C., a Florida Limited Liability Company, its successors or assigns, or any other developer to which the Declarant specifically assigns all rights it may have under this Declaration to develop part or all of Bella Terra of Southwest Florida, Inc. The Declarant will also be a Developer.

1.14 "Governing Documents" means this Declaration, and the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Master Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

1.15 "Institutional Mortgagee" means:

(A) a lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loan (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

(C)the Developer, and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Developer to acquire, develop, or construct improvements upon, the Community and who have a mortgage lien on all or a portion of the Community securing such loan. An Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.

1.16 "Lands" means the land described in Exhibit "A" to this Declaration, as it may be amended from time to time.

1.17 "Living Unit" or "Unit" means any residential structure, including a single family detached or attached dwelling unit(s), condominium unit(s) or apartment unit(s), located within the Community and intended for occupancy by one family or household. If a Living Unit is a free-standing or attached single family home or villa located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.18 "Lot" shall mean and refer to any Lot on any plat of all or a portion of The Lands, which plat is designated by Declarant hereby or by any other recorded instrument to be subject to these covenants and restrictions; any Lot shown upon any re-subdivision of any such plat; any individual Unit in a condominium or cooperative regime; for purposes of voting and assessment, an allocation thereof to a Tract; and any other property hereafter declared as a Lot by Declarant and thereby made subject to this Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot. Notwithstanding the foregoing, the portions of the Common Elements of a condominium or cooperative which are outside of its building(s) may be deemed a Lot for purposes of maintenance duties, the granting and use of easements and in the case of any other provision of this Declaration which effects a Lot in the physical sense of rights of entry and the like.

1.19 "Master Association" or "Association" means Bella Terra of Southwest Florida, Inc., a Florida corporation not for profit, which has its principal place of business in Lee County, Florida, and its successors and assigns. This term may be used interchangeably in this Declaration, the Articles of Incorporation, and/or the Bylaws and refers to the same entity.

1.20 "Member" means any or all of those persons who are entitled to membership in the Master Association, as provided in the Governing Documents.

1.21 "Bella Terra" is the name of the Community.

1.22 "Neighborhood" means a condominium, a group of single family homes, villas or apartment units, or any other residential sub-area development within the Community, where all the Lots and Living Units are subject to a single common recorded declaration of neighborhood covenants.

1.23 "Neighborhood Association" means a condominium association, an incorporated homeowners association as defined in Section 720.301, Florida Statutes (2002), as amended from

time to time, or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

1.24 "Neighborhood Common Area" means that real property, including any improvements and fixtures thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its members. If the Neighborhood is a condominium, the term includes the common elements of the condominium and any real property owned by the condominium association.

1.25 "Neighborhood Covenants" means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association.

1.26 "Owner" means the record owner of legal title to any Lot, Living Unit, Tract or Parcel.

1.27 "Parcel" means any and all unplatted portions of the Community.

1.28 "RPD" means and refers to residential planned development project, created by Lee County Resolution 2-01-018A as adopted by the Board of County Commissioners of Lee County, Florida, on November 19, 2001, and as amended from time to time.

1.29 "Rules and Regulations" means the administrative regulations governing use of the Common Areas (including lands owned by the CDD over which the Master Association has jurisdiction, including but not limited to the streets and roads within the Community) and procedures for administering the Master Association, together with those rules and regulations the Board of Directors is specifically authorized to adopt pursuant to the terms of the Governing Documents and applicable law, as adopted, and amended from time to time by resolution of the Board of Directors.

1.30 "SFWMD" means South Florida Water Management District.

1.31 "Service Assessment" means a charge against one or more Lots or Living Units for any service, material or combination thereof which may be provided by the Master Association for the use and benefit of the owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Master Association on behalf of the owners accepting or receiving such material or service shall be a service assessment against the Lots or Living Units so benefitted. An owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

1.32 "Structure" means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof."

The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

1.33 "Tract" means any and all platted portions of the Community other than the Lots.

1.34 "Voting Group" means a group of members who are entitled to vote in the election of one (1) or more Directors of the Association, as more particularly described in Section 11.7 of this Declaration, and in a Supplemental Declaration to be recorded before turnover of control of the Association, as provided in Section 11.7 below.

1.35 "Voting Interests" means the arrangement established in Section 2 of the Bylaws of the Master Association by which certain classes of members are entitled to vote in the affairs of the Master Association.

2. GENERAL DEVELOPMENT PLAN. The Community is a Residential Planned Development ("RPD"), comprising initially of 210.24 acres of land which. Under the current site plan, the Developer anticipates the construction and development of single and multi-family units. The site plan has been approved for 2,350 units which are comprised of a mix of single family and multi-family units. Notwithstanding however, Developer has the right to construct more or fewer units of either classification based upon plans as approved and as amended.

Separate special assessment bond(s) may be floated to finance construction of other improvements and to provide other services as delineated in this section, including but not limited to various tracts as depicted on the Subdivision Plat, such as roadway and streets, lakes, wetlands, preserves, conservation areas and easements, flow ways, dry retention, wet retention areas and any recharge wells, as well as to provide everything permitted or allowed under Chapter 190, Florida Statutes. The special assessment bond(s) will be an obligation of each unit owner and each residential property within the CDD has been pledged as collateral security for this obligation.

The CDD will own the submerged or lake bottoms for each lake and all areas designated as dry retention areas and preserves in the Community. Additionally, either the CDD or the Master Association shall own the water irrigation utility system and utility lines with the exception of the individual sprinkler heads. The water irrigation system will be operated as set forth in Section 5.5 hereof. The water irrigation system is designed to follow and adhere to the Phase I Restrictions of the South Florida Water Management District and it is anticipated that irrigation and irrigation water will be withdrawn from the lakes.

The CDD may enter into an Agreement with Bella Terra of Southwest Florida, Inc., ("Master Association") which may require the Master Association to operate and perform some, if not all, of the CDD duties relating to maintaining the lakes and the general aesthetic condition of the lakes within the Community.

The Declarant may transfer all of its interest in those certain Development of Regional Impact ("DRI") permits to the CDD. If transferred, the CDD shall then accept and fulfill all obligations and responsibilities of and under the DRI permits, including, but not limited to, monitoring of traffic.

The development is located within the Corkscrew Road Service Area (CRSA). A Municipal Service Benefit Unit ("MSBU") has been created to collect and pay assessments for the road widening and other road improvements of Corkscrew Road.

2.1 Community Development District. A Community Development District, as defined in Chapter 190, Florida Statutes (2003), which includes all or a portion of Bella Terra, and may also include property in addition to Bella Terra, has been created. The CDD would manage and provide certain urban infrastructure facilities and services, and would have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide said facilities and services. The term "assessment" as used in this Section refers to assessments as defined in Chapter 190, Florida Statutes, not as defined in this Declaration. The CDD would be empowered to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructure which could include without limitation: water management and control lands within the CDD and the connection of some or any of such facilities with potable water distribution systems; sewage collection and transmission systems; and waste water management facilities.

2.2 Scope of CDD Responsibility. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities, including, without limitation, roads, water and sewer, irrigation, water management, street lighting, parks and facilities for indoor and outdoor recreation, cultural and educational uses, and limited access assurances services.

2.3 Taxes and Assessments. THE CDD IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE CDD. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE CDD AND ARE SET ANNUALLY BY A GOVERNING BOARD OF SUPERVISORS OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS MAY APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX OR ASSESSMENT AND MAY BE PAYABLE DIRECTLY TO THE LEE COUNTY TAX COLLECTOR. THE TAXES AND ASSESSMENTS OF THE CDD CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE CDD. "Assessments" as used in this paragraph refers to "Assessments" as defined in Chapter 190, Florida Statutes and not as defined in Section 1 of this Declaration.

2.4 Issuance of Revenue Bonds. The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bond will be funded by ad valorem taxes on all non-exempt property within the CDD, or by the imposition of rates, user fees, special assessments or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of the bonds its issues. In addition, the CDD may secure revenue bonds by pledging the rates, fees or charges collected or to be collected by any revenue producing project. Bonds have been issued for the purpose of financing or refinancing, capital improvements, to pay off existing bonds or any other permitted use.

2.5 Common Areas Becoming CDD Property. When a part of the Community becomes CDD property, the expenses in the administration and the maintenance shall be common expenses, unless the expenses are the responsibility of the CDD.

2.6 Board of Supervisors. The functions, duties and powers of the CDD shall be managed and exercised by a Board of Supervisors consisting of at least five (5) supervisors.

2.7 Declarant's Options. The Declarant shall have the right, in its sole discretion, to convey property it owns to the CDD with the joinder of no other person being required, subject to the approval of the CDD and any applicable governmental regulations.

2.8 LONG TERM DEVELOPMENT. SOME AREAS OF BELLA TERRA MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. FROM TIME TO TIME, DECLARANT, BUILDERS AND OTHERS MAY PRESENT TO THE PUBLIC, CERTAIN RENDERINGS, PLANS AND MODELS SHOWING POSSIBLE FUTURE DEVELOPMENT OF BELLA TERRA. DECLARANT DOES NOT WARRANT IN ANY WAY THE SCHEMES IN THESE RENDERINGS, PLANS OR MODELS OR HOW THE FUTURE IMPROVEMENTS IN BELLA TERRA WILL ACTUALLY BE DEVELOPED. ANY SUCH RENDERINGS, PLANS OR MODELS ARE PRIMARILY THEMATIC AND IN NO WAY REPRESENT A GUARANTEED FINAL DEVELOPMENT PLAN FOR BELLA TERRA.

3. THE MASTER ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Master Association are to hold title to, operate and maintain the Common Areas of Bella Terra; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Master Association is authorized or required to take with regard to the Community pursuant to the Governing documents. The Master Association shall operate, insure, maintain and repair all property and related improvements designated by Declarant as Community Common Areas, regardless of whether legal right to that property has been formally conveyed to the Master Association.

3.1 Community Common Areas. The Master Association shall operate, maintain and, when deeded by the Developer, hold record title to the Community Common Areas. Community Common Areas will include the Community Center containing approximately 4,500 square feet, a multi-purpose playing field and recreation park, which will include a basketball court, volleyball court, inline skating rink, which will include at least two (2) fenced and lighted tennis courts and at least one (1) junior Olympic swimming pool, as depicted on the Subdivision Plat as Recreation Tracts. The Community Common Area will also include any tract dedicated to the Master Association on the Subdivision Plat. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Community Common Areas consistent with the Governing Documents.Use of Community Common Areas shall be available to all members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Community Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units, subject to the provisions of Section 9.2.

3.2 Manager. The Master Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Master Association shall determine to be necessary or desirable.

3.3 Personal Property. The Master Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 12 below. The Master Association additionally shall cause all persons with access to Master Association funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 Express and Implied Powers. The Master Association may exercise any rights, power or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6 Acts of the Master Association. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Master Association have a fiduciary relationship to the members. A member does not have the authority to act for the Master Association by reason of being a member.

3.7 Articles of Incorporation. The Articles of Incorporation of the Master Association are attached as Exhibit "B."

3.8 Bylaws. The Bylaws of the Master Association shall be the Bylaws attached as Exhibit "C" as they may be amended from time to time.

3.9 Official Records. The official records of the Master Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Master Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.10 Polling Places. Accommodation may be made for the future use of building space within the Common Areas for the purposes of accommodating the function of an electoral polling place.

3.11 Treated Effluent. Although it is intended that all irrigation water needs will be supplied by withdrawing water from the lakes, the Master Association or the CDD may negotiate an agreement with any effluent supplier for the use of treated sewage of effluent within the project for irrigation purposes throughout the subdivision, including all common areas, neighborhood common areas, lots, units and condominium common element properties. The Master Association or the CDD, with the assistance of the Master Association, if necessary in the sole discretion of the Master Association, would be responsible for providing all on-site piping and pumping facilities from the point of delivery to the project, and negotiate with the effluent supplier to provide full or partial on-site storage facilities, as required by the Florida Department of Environmental Protection consistent with the volume of treated wastewater to be utilized. All owners within Bella Terra, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. The cost of such treated effluent and all administrative, operational, maintenance and support costs related to it, are expenses of the Master Association, unless the CDD assumes responsibility for obtaining effluent and installing the necessary facilities to accept effluent. Under these circumstances, the cost of the treated effluent and all administrative, operational, maintenance and support costs related to it shall at the expense of the CDD.

3.12 Hurricane Preparedness. It shall be the responsibility of the Master Association to establish and maintain an educational program for hurricane preparedness. The program must, at a minimum, consist of annually describing to the residents the risks of hurricane hazards and actions to mitigate the dangers that these hazards present.

4. MASTER ASSOCIATION MEMBERSHIP VOTING RIGHTS. Every owner of record legal title to a Lot or Living Unit within the Community shall be a member of the Master Association as further defined in Section 4.1 below. The Declarant shall hold Declarant membership as provided for in Section 4.1(B) below. Membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Master Association.

4.1 Classes of Membership and Voting Rights. The Master Association will initially have three (3) classes of voting membership, as follows:

(A) **Class A.** Class A Members shall be the Declarant and all those Owners as defined in Article 4(A) above, with the exception of Builders. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership as defined in Article 4 above.

(B) **Class B.** The Class B Member was the Declarant. The Class B Membership has terminated by operation of law and Class A Members have elected the Association's Board of Directors and assumed control of the Association. The Declarant shall have one (1) vote for each Lot or Unit owned as a Class A Member.

(C) **Class C.** Class C Members shall be all Builders, each of which shall have one (1) vote for each Lot owned thereby or which has been allocated to a Tract owned thereby, subject to increase for Lots (actual or allocated) acquired by the Builder and to decrease for those conveyed to Class A Members or others. Class C Members owning Lots in a Neighborhood in which there are also Class A Members shall participate in Neighborhood Association or Neighborhood Committee elections in the same manner as such Class A Members.

(D) **Lender's Membership Voting Rights.** In the event that Mortgagee or other party acquires title to a Lot or Tract through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the Owner of Lot or Tract to which title was so acquired.

(E) **Effect of Dissolution.** In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Stormwater Management System must be transferred to and accepted by an entity which is approved by the South Florida Water Management District and Lee County prior to such termination, dissolution or liquidation.

4.2 Master Association Rights and Easements. Members in good standing have the non-exclusive right to use the Common Areas subject to:

(A) The right of the Master Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by members;

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

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

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

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

(F) The right of the Master Association, by and through its Board of Directors, to open the Common Areas for use by non-members of the Master Association, or non-owners.

(G) The right of the Master Association, by and through its Board of Directors, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas, provided that, if the amount to be borrowed is greater than one hundred thousand dollars ($100,000.00), the Board must have the prior assent of a majority of the Voting Interests present, in person or by proxy, and voting at a meeting at which a quorum is present;

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

(I) The right of the Master Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events, including those intended primarily to benefit the Developer or its sales efforts;

(J) The right of the Master Association, by and through its Board of Directors, to regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps;

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

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

(M) The right of the Master Association, by and through its Board of Directors, to dedicate or transfer ownership or control of all or any part of the Common Areas to a CDD or any other governmental agency, public authority, or utility; and

(N) The right of the Master Association, by and through its Board of Directors, to enter into an agreement with the CDD for the purpose of establishing Association use rights in and rights to administer and regulate property owned by the CDD.

So long as there is a Declarant member, any and all rights of members, and any and all restrictions, limitations, conditions and rules and regulations that a member shall be subject to, shall not be amended without the consent of the Declarant.

4.3 Delegation of Use Rights In Common Areas. Guests accompanied by a member shall have the right to use the Common Areas, but only to the extent provided in Section 2.6 of the Bylaws, or in the Master Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. If the Bella Terra of Southwest Florida, Inc. permits a member to delegate his/her use rights in Common Areas to his/her guests, then a fee may be imposed, which fee may be charged in an amount which is not necessarily limited by or related to the cost of processing the delegation. Each member shall be financially and legally responsible to the Master Association for the actions and debts to the Master Association of any person to whom the member has delegated his right to use the Common Areas. The member may not delegate the obligation to pay Master Association assessments. Upon the lease of a Lot or Living unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a member delegates his privileges to a tenant residing in his Living Unit, the member shall not be entitled to use of the facilities, except as a guest of another member, during the period of the delegation.

4.4 Separation of Ownership. The ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot, Living Unit, Tract or Parcel hold membership in the Master Association.

5. GENERAL COVENANTS AND USE RESTRICTIONS. The Community may be used for those purposes provided in the RPD.

5.1 Subdivision and Regulation of Land. No Lot or Living Unit may be divided or subdivided without the express written consent of the Board. No Owner or Neighborhood Association shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the RPD or any other governmental plans, land development regulation, development

orders or development permits applicable to the Community, or to any Lot, Tract or Parcel, without the prior written approval of the Board, which approval may be denied at the sole discretion of the Board. Nothing herein is intended to prohibit judicial partition of a Lot or Living Unit owned by two or more persons.

5.2 Surface Water Management Systems, Lakes, and Wet Retention Ponds. The CDD shall be responsible for maintenance of all surface water management systems, ditches, canals, lakes, and water retention ponds in the Community. All surface water management systems within Bella Terra which are accepted by or constructed by the CDD, excluding those areas (if any) normally maintained by the county, will be the ultimate responsibility of the CDD, which may enter any lot, tract or neighborhood common area and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be an expense of the CDD. Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the CDD.

(A) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an owner or Neighborhood Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the CDD.

(B) No owner, Neighborhood Association or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Master Association, the CDD, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(C) No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the CDD. No person other than the Declarant or the CDD may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(D) All Stormwater Management Systems and Conservation Areas, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the CDD. The CDD may enter any Lot, Tract, Parcel or Neighborhood Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore

proper surface water management. The cost shall be an expense of the CDD. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(E) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Stormwater Management Systems or Conservation Areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including South Florida Water Management District, and the Developer, its successors and assigns.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. PROPERTY OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT, WHICH MAINTENANCE WILL BE MAINTAINED TO THE GREATEST DEGREE LAWFUL BY THE CDD.

5.3 Conservation Areas. The CDD shall be responsible for the maintenance and regulatory compliance of all Conservation Areas, regardless of where located, in accordance with rules, regulations and permitting requirements set forth by the County and other permitting agencies, including the South Florida Water Management District. No person shall undertake or perform any activity in Conservation Areas described in the approved permits and Plats of the Community, or remove native vegetation that becomes established within the Conservation Areas. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting. Nothing in this Section shall be construed to prohibit the CDD from exercising its park, recreational, cultural or educational powers in conservation or preservation areas or easements, subject to other applicable governmental approvals.

5.4 Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Master Association or to a Neighborhood Association, the Master Association or Neighborhood Association shall preserve and maintain such land. No development may occur on

such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

5.5 Lawns, Landscaping; Irrigation Systems. Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners, or respective Neighborhood Association where so provided in the Neighborhood Association governing documents, as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas regardless of ownership of the underlying lands. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Developer or the RPD shall remain in a natural or unimproved state. 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. Lawns must be regularly cut and mulched areas regularly re-mulched. Maintenance, repair and replacement of the main irrigation line shall be the responsibility of the Master Association, which, by separate written agreement, may assign such responsibility to the CDD. The components of the irrigation system serving each individual Neighborhood Common Area, including but not limited to the tap into the main line, timers and switching devices shall be the responsibility of the Master Association. The maintenance, repair and replacement of irrigation heads shall be the responsibility of the individual parcel owner. Each owner of a Lot shall be required to tap into the Master Association's irrigation system, and the cost of such tap will be at the expense of the Lot owner, payable to the Declarant or its assigns. The Master Association shall have the right, at its sole discretion to adopt a schedule of irrigation times and duration of irrigation, subject to intervention by the SFWMD. The Master Association may also be responsible for irrigation of certain highway medians and road shoulders such as Corkscrew Road, even though this property is public property and not owned by the Master Association, but the cost for this irrigation shall be a valid Master Association expense. As of the date this amendment is recorded in the Public Records of Lee County, Florida, the Declarant shall be precluded from obligating the Master Association to maintain or irrigate any property outside of the Lands.

5.6 Maintenance of Premises. Except for Conservation Areas and other areas designated by the Developer or the RPD to remain in a natural state, no high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Neighborhood Common Area, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot or Neighborhood Common Area. If an Owner or Neighborhood Association permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days' notice by the Master Association, the Master Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner or Master Association for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Lot or Neighborhood Common Area. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe, and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

5.7 Sidewalks. Declarant has constructed sidewalks in various locations within the Community. Driveway cuts and the construction or alteration of the driveways must be done in accordance with plans and specifications approved by the ARC.

5.8 Bike Path. Declarant has constructed a bike path within the Community in accordance with plans and specifications approved by the Declarant.

5.9 Litter. In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

5.10 Walls, Fences. Hedges. etc. Unless approved in writing by Declarant, no wall, fence, hedge, or other divider shall be constructed or maintained on any adjoining Lot or Neighborhood Common Area, it being the express intent that no fences, walls or dividers shall be permitted on any Lot or Neighborhood Common Area which abuts lakes, preserve areas, streets or roads unless the Declarant so approves. Hedges, constructed of shrubbery or other suitable vegetation, may be approved but only in those situations where back to back lots or homesites so request and are approved. Any dispute as to height, length, type, design, composition or material shall be resolved by the Master Association's Board of Directors, whose decision shall be final. Approval may not be given for the construction of any wall, fence or hedge which materially interferes with the water view, preserve or wetland view of any Lot or Living Unit.

5.11 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by the ARC. Maintenance and repair of all driveways, parking and other paved parking facilities (except driveways serving only one single family home) shall be the responsibility of the Master Association (if located in the Common Areas) or the responsibility of the Neighborhood Association (if located in a Neighborhood Common Area). Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

5.12 Color. No exterior colors on any structure shall be permitted that, in the judgment of the ARC, would be inharmonious, discordant or incongruous with the Community or a particular Neighborhood. The initial exterior color and design of structures shall be as approved by Declarant, and any later changes must be approved by the ARC.

5.13 Underground Utilities. No lines or wires for communication or the transmission of current shall be constructed, or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by the Board. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or

maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

5.14 Water Supply; Wells; Water Rights. Each Living Unit shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the Master Association or the utility provider(s) providing service to Bella Terra. It is the Declarant's intention that the Master Association shall operate certain recharge wells within the Community and draw irrigation water from these wells which will be stored in the lakes within the Community. The Master Association will then draw water from the lakes to irrigate the Community. No owner may install or operate a private well.

5.15 Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected without the prior written permission of Declarant. No tent, trailer or temporary structure other than those used by Declarant for construction and sales activities shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the ARC.

5.16 Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Master Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.16 shall not apply to the Declarant.

5.17 Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.

A. No commercial vehicle of any kind shall be parked in the Community, except for construction or service vehicles temporarily present on business. The term "commercial vehicle" as restricted under this section is defined as meaning all vehicles of every kind whatsoever that show or tend to show any commercial markings, signs, displays, equipment, or otherwise indicate a commercial use on the exterior of the vehicle, or any portion thereof.

B. No boat, trailer, semi-tractor trailers or house trailer of any kind, camper, mobile home, motor home, bus, truck camper, or disabled, inoperative or unlicenced motor vehicle of any kind may be parked or kept in the Community unless it is kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport shall not be deemed a structure. House trailers, semi-tractor 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 approval in writing of the Board of Directors.

C. No motor vehicle shall be parked anywhere on a Lot, except on an individual driveway or within a garage. Parking on lawns or landscaped areas, no matter where located in the Community, is prohibited

D. No motor vehicle shall be used as a domicile or residence, either permanent or temporary.

E. Passenger automobiles, vans and light pick up trucks with single rear wheels of no more than one (1) ton designation, in a presentable condition and which will fit within an enclosed garage, shall be permitted. The term "vans and light pick up trucks" is defined to mean vehicles of no more than one (1) ton or less rated weight carrying capacity and single axle rear wheels.

F. Paragraphs A through E above shall not be deemed to prohibit any temporary facility used by the Declarant or its assigns in constructing, marketing and developing the Community.

G. Any vehicles parked in violation of this Section shall be subject to being towed at the owner's expense.

H. Additional Rules and Regulations regarding parking in the Community, including but not limited to the ability to regulate on-street parking and permissible Lot (driveway) parking, may be adopted by the Board of Directors, without need for membership approval.

5.18 Outdoor Equipment. No above ground swimming pools are permitted. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association.

5.19 Clothes Drying Area. No outdoor clothes drying area shall be allowed unless its location and design are approved in writing by the Master Association.

5.20 Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by the ARC. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the ARC. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other Owners or occupants of the Community, shall be allowed.

5.21 Air Conditioners. Wall or window air conditioning or heating units are not permitted.

5.22 Solar Collectors; Roof Vents. Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by Declarant or the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

5.23 Signs. No signs may be erected or displayed in or on any Lot, Living Unit, or structure, except that a "For Sale" or "For Rent" sign no larger than ten (10) inches in height and no more than eighteen (18) inches in width is permitted. The sign shall conform to the drawing depicted on the attached sheet. The party seeking to erect or place a sign on their property shall be required to purchase the sign and sign post from a vendor designated by the Association. The vendor so designated by the Association shall be the only party authorized to place or install the sign on the owner's property. Owner's right to install a sign shall be further subjected to the following restrictions and those which may be later promulgated by the Architectural Review Committee:

A. The sign shall only contain the telephone number and the name of either the homeowner or the real estate company listing the property, if any;

B. Telephone number letters shall not exceed four (4) inches in height and the lettering indicating the homeowner or real estate company shall not exceed two (2) inches in height;

C. Color of the lettering shall be white and shall have a dark green background;

D. For single-family homes and villas, one (1) sign may be located in the front of the property, no closer than fifteen (15) feet from the street pavement and another sign may be located along the rear of the house, no farther than three (3) feet from the house;

E. For condominiums, two (2) signs are permitted. One (1) sign may be located in the rear window of the unit;

F. The Architectural Review Committee may require that all signs installed or placed within the Community be constructed or installed by a vendor designated and approved by the Association, in order to insure conformity with these restrictions. The Association has designated RDM Graphics, 17311 Alico Road, Unit D, Fort Myers, FL 33912, (239) 267-4302 as the approved sign vendor.

5.24 Living Units; Residential Use. 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 Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding however, neither the listing on any occupational license or the listing within any telephone directory of the Living Unit serving as a business address shall be dispositive of the property being used as for commercial or business purposes. Any owner may use his/her residence for incidental commercial purposes, so long as (1) property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether retail or wholesale customers; (2) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Living Unit, even on isolated occasions; (3) the business activity within the Living Unit is limited to telephone calls and written correspondence in and from the Living Unit; and (4) no employees or contractors, other than those who regularly reside within the Living Unit may perform any work or other services to the business at the Living Unit. This restriction shall further not be construed to prohibit any owner from maintaining a personal or professional library, from keeping personal, business or professional records in his 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.

5.25 Leasing of Living Units. No Living Unit may be leased or rented for a period of less than thirty (30) consecutive days. Neighborhood Covenants may establish stricter standards for particular Neighborhoods.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING UNITS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A LIVING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

5.26 Pets and Animals. Not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept in a Living Unit, subject to other reasonable regulation by the Master Association or Neighborhood Association. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Master Association may restrict the walking of pets to certain areas. Owners who walk their pets on Master Association or Neighborhood Common Areas 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 is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais. see amendment

5.27 Nuisances. Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Declarant so long as it owns any property in the Community and thereafter by the Master Association whose decision shall be final.

5.28 Correction of Health and Safety Hazards. Any Conditions of the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Master Association, and the cost thereof shall be charged to the responsible owner or Master Association.

5.29. Hurricane Shutters. Any hurricane or other protective devices visible from the outside of a home or unit shall be of a type as approved by the ARC, and in accordance with the guidelines as promulgated by the ARC. No such devices shall be installed without the prior written approval of the ARC. If the hurricane or other protective devices consist of roll-up style shutters, the owner may install, operate, or have in the closed or down position, storm shutters for the purpose of securing the owner's residence or any other reason whatsoever. If the hurricane or other protective devices consist of accordion, panel, or any other style shutters, the owner may only install, operate, or have in a closed or down position, storm shutters if and when the National Weather Service has issued a hurricane watch for the County or Municipality where the owner's dwelling is located. These accordion, panel, or any other style storm shutters must be returned to the open or up position within seventy-two (72) hours after such hurricane watch expires or is otherwise no longer in effect. In no event shall an owner rely upon any other party to operate the owner's storm shutters, to either remove, close or open such shutters, and each owner is individually responsible for the full operation of their storm shutters. If any owner fails to comply with the terms of this Section, such owner shall be subject to the imposition of fines as detailed in this Declaration.

5.30 Assignment of Approval Rights. At such time as neither Declarant nor any subsequent developer hold any Lots or Living Units in the Community for sale in the ordinary course of business, or at such earlier time as Declarant may determine, all rights of Declarant to approve or disapprove any construction, alteration or other aspect of the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the ARC. At that same time all other approval powers of the Declarant shall automatically devolve upon and be assigned to the Board of Directors of the Master Association.

5.31 Unlicensed Operators & Unlicensed Vehicles. The operation of any motor vehicle as defined under Chapter 322, Florida Statutes, which is compelled by any power other than human

muscular power including, but not limited to, gasoline power or electric power and which further would require the operator of that vehicle while on public streets, roads and thoroughfares within the State of Florida to possess a valid driver's license shall be prohibited to be operated or used on streets, roads and/or sidewalks within Bella Terra Subdivision, on Bella Terra homesites, whether vacant, completed or under construction, or in or on the common areas of Bella Terra of Southwest Florida, Inc. unless the motor vehicle is operated by a person with a valid driver's license and the motor vehicle complies with all prerequisites established under Florida law for operating said vehicle on public streets, roads and thoroughfares. The term "motor vehicle" extends to and includes, but is not limited to, motorized bicycles (mopeds), motorized skateboards, motorized scooters (go-peds), go-carts, golf carts, and similar motorized toy vehicles. The term "motor vehicle" does not include motor wheelchairs which are operated by persons who require wheelchairs for mobility.

6. ARCHITECTURAL AND AESTHETIC CONTROL

see amendment 5.32

6.1 General. Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by the Developer, no building, structure or other improvement shall be erected or altered, 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, Living Unit, or Neighborhood Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an owner or any other person applying shall comply with all applicable requirements and procedures.

6.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Master Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not be members of the Master Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws.

6.3 Powers. The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of South Florida Water Management District (Permit Nos. 36-01685-S and 36-02571-W), the County, the U.S. Army Corps of Engineers and the RPD and the DRI, to:

A. 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.

Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each Neighborhood Association at least thirty (30) days prior to the Board meeting at which such action is to occur;

B. 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, Lot or Neighborhood Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;

C. Approve or disapprove the erection or alteration of any building, structure or other improvement; or 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 Neighborhood Common Area. All decisions of the ARC shall be forwarded in writing to the Board. 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;

D. Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Master Association, in cash or check, at the time the request is submitted to the ARC; or

E. Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

F. Make recommendations, consistent with the Lee County Development Order for the County, that single family lot landscaping consist of seventy five percent (75%) native vegetation, and provide a recommended planting list for the native vegetation. However, plants included in the Exotic Pest Plant Control 2001 invasive exotic vegetation brochure are prohibited for landscaping within the Community. These plants include: Australian Pine, Brazilian Peppers, Downy Rosemyrtle, Earleaf Acacia, Melaleuca and Tropical Soda Apple.

6.4 Enforcement. Any decisions of the ARC shall be enforced by the Neighborhood Association involved, as well as by the Master Association.

6.5 Declarant's Rights. Notwithstanding the foregoing, the Declarant shall have the right, so long as any Developer is offering any property in Bella Terra for sale in the ordinary course of business, to appoint all of the members of the ARC, or such lesser number as it may choose. During this time, the Declarant shall also have the power, in its sole discretion, to establish, amend, or revoke any and all Design Review Guidelines.

7. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, easements are hereby provided for:

7.1 Utilities, Services and Support. Each Lot, Unit, Tract and Parcel and the Common Areas (except Conservation Areas) and Neighborhood Common Areas is and are hereby subjected to easements for public services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and irrigation, lake maintenance, and cable television, as well as for CDD purposes. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Unit, Tract, or Parcel or the Common Areas in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company property maintains the easement area.

A. There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plat of the Community.

B. If any agreement is entered into by the Master Association for the exclusive provision of System services or other services to the Community, as described in either Section 7.2, 7.3 or both below, it shall be the affirmative obligation of the Master Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

7.2 **Cable T.V. and Broadband Telecommunications System.** The Declarant hereby reserves for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the owner and that committed or authorized guests, invitees, tenants and family members, one (1) or more cable and/or internet access telecommunications receiving and distribution systems and electronic surveillance systems, internet access, emergency, medical and surveillance monitoring, or alarm systems (all or any part of which shall be referred herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

A. Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and

distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.

B. Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees.

C. Each Lot and Living Unit is subject to a permanent easement in favor of adjoining or adjacent Lots and Living Units for lateral and subjacent support.

D. Each Lot and Living Unit is subject to a permanent easement in favor of the Master Association to remove and/or destroy invasive exotic vegetation species.

7.3 Contracts With Service Providers. Declarant, or the Master Association, or both, shall have the right to enter into Contracts for the exclusive provision of the System, as Declarant and the Master Association shall deem, in their sole respective discretion, to be in the best interest of the Community. Either the Declarant or the Master Association may receive valuable consideration for the grant of the exclusive right to provide System services. As used herein, the term "contractual designee" means the service provider with which Declarant or the Master Association contracts for the furnishing of System services. Should Declarant enter into a contract or contracts pursuant to this Section 7.3, the Master Association shall, to the extent the Declarant assigns its rights and obligations under such contract or contracts, accepts such assignment, and is bound by all the terms and provisions of the contract or contracts. Any such contract for cable television or other similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of a living unit by a hearing impaired or legally blind unit owner who does not occupy the living unit with a non-hearing impaired or sighted person, said owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such living units, the owners shall not be required to pay any charge related to such service.

7.4 Collection of "System" Assessments by Master Association. Every lot or living unit to which the service System is available for many contractual designee(s) shall be subject to a System service assessment, payable per lot or living unit for System services, including, without limitation, cable television services. The Master Association shall bill the appropriate System service assessment to each lot or living unit along with other assessments for common expenses, which may be due and payable at the same time, and shall collect same and remit payment to the contractual designee(s) providing the System services.

7.5 Conservation Easements. CDD hereby grants, creates, and establishes a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2002), for the South Florida Water Management District, and the U.S. Army Corps of Engineers permit, over the Conservation Areas which shall run with the land and be binding upon the Declarant, its successors and assigns, and remain in full force and effect forever. The scope, nature and character of this conservation easement shall be as follows:

A. It is the purpose of this conservation easement to insure that the Conservation Areas predominately remain in their natural scenic open or wooded condition, while retaining such areas as suitable habitat for fish, plants, or wildlife. It is anticipated that the assignee of the Conservation Easements will be the CDD or the Master Association. To carry out this purpose, the following rights are conveyed to many governmental and quasi governmental districts, including, but not limited to: Florida Fish and Fresh Water Game Commission, Audubon Society, United States Fish and Wildlife Commission, SFWMD by this easement:

1. To enter upon the Lands at reasonable times to enforce the rights herein granted, upon prior notice to grantor, its successors or assigns, in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Lands by Declarant, and its successors or assigns, at the time of such entry; and

2. To enjoin any activity on or use of the Conservation Areas that is inconsistent with the purpose of this conservation easement, and to enforce the restoration of such areas or features of the Conservation Areas that may be damaged by any inconsistent activity or use, except those damages or changes caused by an act of God.

B. **U**se **Restrictions.** Unless otherwise approved by SFWMD in writing, the following activities are prohibited in or on the Conservation Areas, except as provided in the reservation of rights located in Paragraph (C), or in the maintenance and monitoring plan set forth in the Conservation Easement.

1. Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground.

2. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

3. Removal or destruction of trees, shrubs, or other vegetation, excepting removal of invasive exotic species.

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner to affect the surface.

5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

7. Acts or uses detrimental to such retention of land and water areas.

8. Use of recreational motor vehicles such as motorcycles, ATV's, four-wheel drive vehicles.

C. **Reservation of Rights.** The following rights are specifically reserved to the Declarant, its successors or assigns:

1. Passive recreational activities not involving construction and not contrary to the purpose of this conservation involving construction, but not contrary to the purpose of this conservation easement, may be permitted upon written approval by SFWMD.

2. The Declarant reserves to itself, its successors, or assigns, all rights as owner of the property, including the right to engage in all uses of the property that are not specifically prohibited in this easement.

D. Plans for construction of passive recreational facilities shall be submitted to SFWMD for review and approval prior to any construction. Declarant, its successors and assigns shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas with the Conservation Areas. The SFWMD shall not unreasonably withhold approval. Any such work shall be subject to all applicable federal, state, or local permitting requirements.

E. No right of access by the general public to any portion of the lands or Conservation Areas is conveyed by this conservation easement.

F. Declarant, its successors or assigns, shall bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Conservation Areas and does hereby indemnify and hold the SFWMD harmless therefrom.

G. Declarant, its successors or assigns, shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Areas.

H. Any costs incurred by the SFWMD in enforcing, traditionally or otherwise, the terms and restrictions of this conservation easement against the Declarant, its successors or assigns shall be borne by, and be recoverable against the Declarant, its successors or assigns as long as the SFWMD is the prevailing party in such proceedings.

I. Any costs incurred by the Declarant, its successors or assigns in defending an enforcement action brought by the SFWMD shall be borne by and be recoverable against the SFWMD and its successors, as long as the SFWMD is not the prevailing party.

J. Enforcement of the terms and provisions of the conservation easement shall be at the reasonable discretion of the SFWMD, and any forbearance on behalf of SFWMD to exercise its rights hereunder in the event of any breach hereof by the Declarant, its successors or assigns shall not

be deemed or construed to be a waiver of the SFWMD's rights hereunder in the event of a subsequent breach.

K. The SFWMD will hold this conservation easement exclusively for conservation purposes. The SFWMD will not assign its rights and obligations under this conservation easement without the prior written consent of the Declarant, its successors or assigns, except to other State organizations qualified to hold such interest under the applicable state and federal laws who are committed to holding this conservation easement exclusively for conservation purposes.

L. If any provisions of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the applications of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby, as long as the general purpose of the conservation easement is preserved.

M. All notices, consents, approvals or other communications hereunder shall be in writing and be deemed properly given if sent by registered or certified U.S. Mail, return receipt requested, addressed to the appropriate party in interest.

N. The Declarant, its successors or assigns, must follow the State laws of Florida pertaining to notification of any subsequent party, buyer, or filing of other legal instruments, when the Declarant, its successors or assigns divests itself of any interest in the Conservation Areas.

8. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

8.1 Designation. The CDD shall own and maintain the surface water management system of Bella Terra which have been constructed by or accepted by the CDD, unless those duties and obligations are transferred to the Master Association.

8.2 EXCEPT AS OTHERWISE PROVIDED IN THE CONSERVATION EASEMENT, CONSERVATION AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE CDD AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION, EXCEPT REMOVAL OF EXOTIC/NUISANCE VEGETATION; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

8.3 Conveyance and Use. Declarant will initially hold the legal title to the Common Areas, but agrees to convey the Common Areas to the Master Association or the CDD. Not later than sixty (60) days after the date when members first elect a majority of the Board of Directors, the Declarant shall convey the Common Areas to the CDD or to the Master Association by special warranty deed, and the Master Association shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Declarant may, however, convey title at any earlier time the Declarant chooses. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the CDD as Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of members and their guests, tenants and invitees.

THE MASTER ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON AREAS AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE, WHEN CONVEYED TO THE MASTER ASSOCIATION BY THE DECLARANT. THE DECLARANT AND ANY DEVELOPER MAKE NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN, THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE MASTER ASSOCIATION, WITHOUT RECOURSE, ALL EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

8.4 Maintenance and Alteration; Authority to Deal in Real and Personal Property. The Master Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas except those the CDD is responsible for, in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. After control of the Master Association has been turned over to the members, there shall be no material alterations of or substantial additions to the Community Common Areas costing more than $100,000, in the aggregate during any fiscal year unless first approved by a majority of the Voting Interests present, in person or by proxy, and voting at a meeting at which a quorum is present. However, if work that is reasonably necessary to meet the Master

Association's obligations under the first sentence of this Section 8.4 also constitutes a material alteration or substantial addition, no prior membership approval is required.

The Master Association shall have the authority to purchase real property if first approved by a majority of the Voting Interests present, in person or by proxy, and voting at a meeting at which a quorum is present. The acquisition of real property, if approved by the requisite number of Voting Interests, shall be deemed a proper purpose for which Assessments may be used and, following acquisition, the property purchased shall be deemed a Community Common Area for so long as the Master Association owns the property. Notwithstanding the foregoing, no membership approval shall be required to acquire, purchase, or mortgage a Lot or Living Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Lot or Living Unit. Furthermore, no membership approval shall be required to acquire, purchase, or mortgage property (including Lots or Living Units) as part of settlement of any outstanding debt, obligation or dispute, nor to dispose of such property.

The Master Association, through its Board of Directors without the need for membership approval, shall have the authority to acquire and hold tangible and intangible personal property and shall have the authority to dispose of the same by sale or otherwise.

8.5 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the CDD or the Master Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of a majority of the Voting Interests present, in person or by proxy, and voting at a meeting at which a quorum is present. The foregoing shall not be construed to limit the authority of the Declarant or the Master Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the members; nor is it intended to interfere with the transfer of title to the Common Areas to the CDD as contemplated in Section 8.7. Nothing herein shall be construed to prohibit judicial partition of any Lot, Unit, Tract or Parcel owned in cotenancy.

8.6 Master Association's Rights and Powers. No Common Areas shall be used in violation of any rule or regulation or other requirement of the Master Association established pursuant to the provisions of this Declaration or the Bylaws.

9. ASSESSMENTS.

9.1 Creation of Lien. Each owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Master Association:

(A) Annual Assessments.

(B) Special Assessments.

(C) Service Assessments, Resale Capital Assessments and other fees or charges (including fines) imposed against one or more Lots, Living Units, Tracts or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Master Association.

(D) System Assessments (e.g. Broadband Telecommunications, internet access, security, Bulk Service Cable Television).

(E) Irrigation and water utility assessments.

(F) To provide Community wide services for the benefit of the owners and the members not provided through the CDD, including without limitation, transportation and security.

(G) Except as otherwise provided in Section 14.2 below as to certain mortgagees, and except as provided in Section 9.2 below as to the Declarant and Developers, no owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot, Living Unit, Tract, Parcel, or the Common Areas, or otherwise.

(H) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.

(I) The owner of each Lot or Living Unit regardless of how title was acquired, is liable for all assessments coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 14.2 below, whenever title to a Lot or Living Unit is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

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

(K) Any special charge, fee or dues to be paid by Owners for any special services provided to or for the benefit of a Member or Lot Owner or to reimburse the Master Association for expenses incurred in connection with that service or use.

9.2 **Declarant's** Assess**ments.** The assessment and lien provisions of this Section 9 shall not apply to any Lot, Living Unit, Tract or Parcel owned by Declarant or by any Developer succeeding to all or a portion of Declarant's rights herein, whether by assignment, in reorganization, or by other arrangement. Should Declarant's lender, its successors or assignees, acquire title to any lot, living unit tract, or parcel owned by Declarant, as a result of a foreclosure or deed in lieu of foreclosure, the assessment and lien provisions of this Section 9 shall not apply. Exception: the obligation and

covenant to pay assessments as provided in this Section 9 shall apply to a Living Unit or Lot owned by the Declarant or a Developer upon the occurrence of any one of the following events:

(A) Conveyance of the Lot or Living Unit to an owner other than a Developer; or

(B) Construction of a Living Unit has been completed, a certificate of occupancy or the equivalent approval by an appropriate local governmental agency has been issued, and the Living Unit is occupied and used as a residence; or

(C) Declarant or a builder executes and records a written instrument subjecting a Lot, Living Unit, Tract or Parcel to the assessment and lien provisions of this Section 9.

During the period that Declarant membership exists, the Declarant covenants to subsidize the general operating expenses of the Master Association, by contributing the difference, if any, between net operating expenses and all income of the Master Association including but not limited to assessment income from members other than the Declarant. Declarant, however, shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement fund, or special assessment. Declarant's rights and obligations hereunder may be assigned in whole or in part to any builder.

9.3 Purposes of Assessments:

(A) To promote the recreation, health, safety, and welfare of the owners and residents of the Community;

(B) For the improvement, maintenance, protection and operation of the Master Association and Community Common Areas, the Conservation Areas, the Master Association equipment and facilities, and the Stormwater Management System; and to establish and maintain adequate repair and replacement reserves;

(C) To provide utility, cable television, and other systems of telecommunications services by bulk contract with third parties;

(D) Where deemed desirable by the Board of Directors, to provide services of general benefit to the owners and residents either on a Community-wide basis or otherwise, including without limitation, cable television, transportation, security or other services;

(E) To pay the operating expenses of the Master Association; and

(F) For such other purposes and uses as are authorized by the Governing Documents as amended from time to time.

9.4 Imposition of Assessments. Upon the closing of the initial sale of each Lot or Living Unit to a purchaser other than Declarant or a developer, and on the first day of each fiscal year thereafter, the assessment shall be assessed against each Lot or Living Unit. The assessment for the year (which may be payable annually or in quarterly installments at the discretion of the Board) in which the initial sale occurred shall be prorated to the actual date of closing.

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

9.6 Special Assessments. Any special assessments levied by the Master Association's Board of Directors shall be assessed equally against all Lots and Living Units, unless the assessment or portion thereof is intended specifically for the direct benefit of one or more classes of members, in which case it shall be assessed against only the classes of members directly benefitted, in accordance with the apportionment described in Section 9.5 above for the apportionment of annual assessments. Under no circumstances will the Declarant or any Developer have any obligation to pay special assessments.

9.7 Charges. Any charge by the Master Association authorized by law or by the Governing Documents to be imposed on less than all of the Lots or Living Units shall not be deemed an assessment. Payment may be enforced as provided in Section 9.9 and 9.10 below.

9.8 System Service Assessment. Assessment for System services, as described under Section 7.3 and 7.4 above, may be levied by the Board of Directors. Given their nature and purpose, such assessments may be levied on a non-uniform basis, notwithstanding the provisions of Section 9.5 above, and shall still be deemed "assessments". For example, if the Master Association enters into a Community wide bulk contract for cable television services to be provided to all living units, but one (1) or more living units is owned or occupied by a vision impaired person who, by law, cannot be required to pay for such cable television services, the cost of the cable television service shall be shared equally by all other living units, and the amount each living unit pays shall be deemed an "assessment" for all purposes hereunder.

9.9 Lien. The Master Association has a lien on each Lot and Living Unit for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Master Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Lee, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Master Association. 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 a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

9.10 Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Master Association's lien may be foreclosed by the procedures and in the manner provided in Section 720.3085 of the Florida Condominium Act, as it may be amended from time to time, for the foreclosure of a lien upon a condominium parcel for unpaid assessments. The Master Association may also bring an action at law against any owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable 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.

9.11 Priority of Lien. Unless otherwise provided by Florida law as amended from time to time, the Master Association's lien for unpaid assessments and charges shall have the same priority with respect to first mortgagees holding mortgages on Lots and Living Units the lien of a condominium association for unpaid assessments under Section 720.3085, Florida Statutes, as amended from time to time, has with respect to first mortgagees or other acquirers of title through the first mortgage. The Master Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Master Association, regardless of when the lease was executed. The relative priority of the Master Association's lien to that of a Neighborhood Association shall be determined by the order of their recording in the public records.

9.12 Initial Capital Assessments. The first purchaser of each Lot, Living Unit, Tract or Parcel, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Developer an initial capital assessment. The funds derived from capital assessments shall be used at the discretion of the Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Declarant may waive this requirement for some Lots and Living Units in the Declarant's sole and unbridled discretion.

9.13 Resale Capital Assessment. In addition to the Initial Capital Assessments, the Master Association may levy a Resale Capital Assessment upon the transferee in any conveyance of a Lot or Living Unit by a member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Assessment shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, including, without limitation, as a result of the issuance of a certificate of title or deed in lieu of foreclosure or a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from the death of

the transferee, nor to a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. The provisions of this section shall not apply to the transfer of title to a Developer or authorized Builder. Resale capital assessments shall be considered an assessment and can be collected as such in accordance with the provisions under Article 9.

9.14 Ownership. Assessments, resale capital assessments, and charges collected by or on behalf of the Master Association become Master Association property; no owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Living Unit. No owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

10. PROVISOS AS TO BUILDERS.

10.1 Preamble. In light of the benefits accruing to the Declarant, Owners and the Association by virtue of the orderly and efficient development of The Lands, not only by Declarant but also by Builders, this Section has been adopted to further such benefits as well as to cause this Declaration to accurately and reasonably reflect the operations and needs of Builders.

10.2 Voting and Assess**ments.** All Builders owning Lots shall be Class C Members of the Association and shall have all rights, benefits, duties and obligations pertaining to such class of membership. A Builder shall have one (1) vote for each Lot owned by or allocated to it and shall pay the same rate of assessment on each such Lot as would any Class A Member/Owner; provided, however, that (i) in the event that a Builder owns a Tract, all or any portion of which has not been platted or otherwise subdivided into Lots, the unplatted property within the Tract shall, for purposes of this Declaration, be deemed to contain such number of Lots as are provided in the Supplemental Declaration subjecting the Builder's portion of The Lands to this Declaration (absent which the property to be deemed to contain the number of Lots permitted to be located thereon by applicable land use ordinances or approvals) and (ii) Declarant hereby reserves the right to vary the aforesaid rate of assessment payable by a Builder by so providing in a Supplemental Declaration, regardless of whether or not the Builder's portion of The Lands has been subdivided into Lots as aforesaid.

In the event that assessments and/or votes are allocated to a Tract at a time when neither the Tract nor any portion thereof has been subdivided into individual Lots by virtue of the recordation of the Plat, then upon the later recordation of a Plat (i) if the Plat is as to the entire Tract, then the number of Lots allocated to the Tract shall be deemed automatically adjusted to equal the number of Lots shown on the Plat or (ii) if the Plat pertains to less than the entire Tract then the number of Lots allocated to the Tract shall be reduced by the number of Lots shown on the Plat, with the remaining allocated to then be attributed solely to the unplatted portion of the Tract. In the event that there are any other changes in circumstances not contemplated hereby or if the application of the foregoing does not reflect any relevant circumstances pertaining to the Tract, then Declarant shall record a Supplemental Declaration making any necessary adjustment in the number of Lots allocated to a

Tract or portion thereof or reflecting a different method of an adjustment thereof based upon the recordation of a Plat(s). For purposes of this paragraph, the recordation of a Declaration of Condominium or documents establishing a cooperative shall have the same effect as a Plat for the purpose of determining allocated Lots.

10.3 Architectural Control. For purposes of the exemption of Declarant and its designees as set forth in Article 6 hereof, a Builder shall be deemed a designee of Declarant and therefore exempt from architectural review/approval requirements if, but only if, the Builder is subject to Deed Restrictions imposed by the Declarant which govern matters such as plan approval and construction activities.

The foregoing exemption shall not, however, apply once the Builder has completed a Unit on a Lot and has received Declarant's final approval thereof, the purpose hereof being to require the Architectural Review Committee's approval of any alterations of such construction once same is completed.

10.4 Use Restrictions. In addition to the architectural control exemptions set forth in the immediately preceding Section, no Builder shall be deemed to be in violation of any of the other restrictions or requirements of Article 6 of this Declaration, or of any Rules or Regulations of the Association, by virtue of any activities which are normally and customarily associated with the construction of Units (or the development of land therefor) of the number, nature and type being constructed/developed by the Builder. Notwithstanding the foregoing, no Builder may make any installations which, once installed, would constitute a violation of Article 6 of this Declaration. By way of example only, the privileges granted to Builders hereunder may not extend to permit the permanent installation of otherwise prohibited gas tanks, obstructions of visibility at intersections, window -mounted air conditioning units, exterior antennas or artificial vegetation.

11. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Master Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Bella Terra, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

11.1 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Master Association, shall apply to all owners, as well as to any other person occupying any Living Unit. All owners, their guests or invitees are expected to comply with all rules and regulations of the Community including those rules regarding the use of irrigation water. Persons who violate these rules and regulations are subject to all sanctions including fines, suspension of use rights, injunction and all other remedies. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Declarant, a Developer, or the Master Association of the power to enforce these

provisions. Each owner shall be responsible for any and all violations by his tenants or guests, and by the guests of his tenants, at any time.

11.2 Litigation. Each member and the member's tenants, guests, and invitees, and the Master Association, are governed by and must comply with Chapter 720, Florida Statutes, the Governing Documents and rules of the Master Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Master Association rules may be brought by the Declarant, any owner, or the Master Association against:

(A) the Master Association;

(B) a member;

(C) any occupant of a Living Unit;

(D) any Director or officer of the Master Association who willfully and knowingly fails to comply with these provisions; and.

(E) any tenants, guests, or invitees occupying a parcel or using the common areas.

(F) any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the Community, or the operation of the Master Association. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section is not intended to deprive any person of any other available right or remedy. The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and developments within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Master Association exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

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

11.4 Non-Liability of Declarant. The Declarant shall not be liable or responsible for any violation of the Governing Documents or rules by any person other than itself, and its officers, agents and employees.

11.5 Fines.

(A) In addition to the means of enforcement provided elsewhere herein, the Master Association shall have the right to assess fines against a unit, a unit owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Master Association regarding the use of units, common elements, or Master Association property. Each such violator and the unit owner shall be given written notice of the alleged violation and the opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee 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 Master Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Master Association. If the committee, by majority vote, which may be by secret ballot, does not approve a proposed fine, it may not be imposed. The amount of such fine shall not exceed One Hundred Dollars ($100.00) per occurrence, or the maximum permissible by law, and each reoccurrence 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, except that no such fine shall exceed Five Thousand Dollars ($5,000.00) in the aggregate. The payment of fines shall be the ultimate responsibility of the unit owner, 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 attorney's fees.

(B) Collection of fines. A fine shall be treated as a special charge due to the Community Association ten (10) days after written notice from the Master Association to the owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee. Any fine of One Thousand Dollars ($1,000.00) or greater not paid within thirty (30) days shall become a lien on the unit of the unit owner who owes the fine. Said lien may be foreclosed in the same manner as a lien for assessments as provided for in this Declaration.

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

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

11.6 Suspension of Use Rights. To the extent lawful, the Board of Directors may suspend the right of any unit owner, or his guests, tenants, or family members, to use Common Areas during any period of time the owner shall have failed to pay any fine levied, or for a reasonable time as punishment for one or more infractions of Master Association rules and regulations by the owner, his family, guests or tenants. No such suspension shall affect the unit owner's right of access to his unit.

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

(B) The requirements of the previous paragraph do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the Governing Documents.

(C) Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

11.7 Stormwater Management System. The beneficiaries of the Stormwater Management System shall have the right to enforce the provisions of the Governing Documents that the drainage system, easements and rights-of-way will be continuously maintained.

12. NEIGHBORHOOD ASSOCIATIONS.

12.1 Enforcement of Covenants by Declarant. As long as there is a Declarant member, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, Declarant may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of Sections 9 and 11.

12.2 Entry Rights. Each Neighborhood Association and each Owner shall permit the Master Association, or any authorized agent or employee of the Master Association, including but not

limited to the members of the Board and the ARC, to enter upon a Neighborhood Common Area or the Owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by the Master Association into the interior of any Living Unit, except in emergency.

12.3 Maintenance of Neighborhood Common Areas. The Master Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas.

12.4 Priority of Neighborhood Covenants. The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

12.5 Voting Groups. In order to provide for relatively equal representation on the Board of Directors for various Neighborhoods having potentially dissimilar interests, the Declarant has established Voting Groups for the election of Directors to the Board by the recording of a Supplemental Declaration as Instrument Number 2012000145468 in the Public Records of the County. Each Voting Group shall be entitled to elect the number of Directors specified in the Supplemental Declaration. This Section 12.5 may not be amended without the written consent of Declarant as long as Declarant membership exists.

13. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

13.1 Duty to Insure, and to Reconstruct or Clean Up. Each owner or Neighborhood Association shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Neighborhood Common Area, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner or Neighborhood Association shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the ARC. Unless changes are approved by the ARC, the owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall; or

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

13.2 Failure to Comply. If any owner or Neighborhood Association fails to comply with Section 13.1 above within the time periods provided, the Master Association shall be deemed to have been granted the right by the owner or Neighborhood Association as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Master Association exercises the rights afforded to it by this Section, the owner or Neighborhood Association shall be deemed to have assigned to the Master Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Master Association shall have the right to recover from the owner or Neighborhood Association any costs not paid by insurance, and shall have a lien on the Lot or Living Unit to secure payment.

13.3 Flood Insurance. The Master Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

13.4 Property Insurance. The Master Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

13.5 Liability Insurance. The Master Association shall maintain adequate public liability insurance coverage for all Common Areas.

13.6 Bonding. The Master Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Master Association funds.

13.7 Master Association's Right of Entry. For the purpose of performing the duties authorized by this Section 13, the Master Association, through its duly authorized agents and employees, shall have the right to enter upon any Living Unit or Lot at reasonable hours and perform such duties.

14. DISCLOSURES AND ADDITIONAL RIGHTS OF MASTER ASSOCIATION.

14.1 Security; Non-Liability of Master Association. The Master Association may provide at least one (1) person who will provide and monitor the gated entry at the main entrance to the Community from dusk to dawn. The individual so employed will merely monitor access to the Community and in no way shall his/her services be intended to provide or assure security for the Community. The Declarant, the CDD and the Master Association shall not be liable if security services are not provided.

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

NEITHER THE MASTER ASSOCIATION, THEDECLARANT, THE CDD NOR ANY BUILDER ARE INSURERS OR GUARANTORS OF SECURITYFORPERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE MASTER ASSOCIATION, THEDECLARANT, THE DEVELOPER, NOR THE CDD SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT AND DEVELOPER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

14.2 Additions or Withdrawals of Property. The Master Association has the right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands within the Community and subjecting those lands to the protective covenants, conditions, restrictions or provisions provided for in this Declaration if first approved by a majority of the Voting Interests present, in person or by proxy, and voting at a meeting at which a quorum is present. The Master Association also has the right to withdraw property from submission to this Declaration, if first approved by a majority of the Voting Interests present, in person orby proxy, and voting at a meeting at which a quorum is present, except that the Master Association shall not be permittedto withdraw any property after it has been conveyed to an owner other than the Declarant, without the joinder of the owner. The foregoing shall not be construed to provide the Master Association with the authority to purchase real property. Rather, the purchase of real property shall be governed by Section 8.4 of this Declaration.

14.3 Notice as to Off-Site Activities. THE LANDS ARE LOCATED IN CLOSE PROXIMITY TO PROPERTY ON WHICH OTHERS MAY FROM TIME TO TIME CONDUCT DEVELOPMENT CONSTRUCTION, RANCHING, FARMING, AGRICULTURAL, MINING, BLASTING PLANT OPERATION AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL NEIGHBORHOOD, EITHER NEARBY OR WITHIN SIGHT OR SOUND OF THE LANDS. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES), BLASTING, BURNING, KEEPING LIVESTOCK, SPRAYING, FERTILIZING, EARTHMOVING, TRAFFIC-GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS AND USERS OF THE LANDS ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND, BY ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PORTIONS OF THE PROPERTY OR MAKING ANY USE THEREOF, AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE (i) THAT NONE OF THE AFORESAID

ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREAS WHERE SUCH ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE MASTER ASSOCIATION SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LANDS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

15. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE LANDS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE LANDS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE LANDS AND THE VALUE THEREOF.

(B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

(C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE

OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE LANDS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING, ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

16. RIGHTS OF MORTGAGEES.

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

16.2 Mortgage Foreclosure. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Chapter 720, Florida Statutes, as amended from time to time. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a Lot, Living Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

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

16.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Master Association for the immediately preceding fiscal year.

16.5 Lender's Notices. Upon written request to the Master Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the owner of any Lot, Living Unit, Tract or Parcel on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association. An increase in coverage, or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

17. DURATION OF COVENANTS; AMENDMENT.

17.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Master Association, the Declarant and any owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

17.2 Termination. This Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all classes of the members of the Master Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

17.3 Amendments. This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4th) of the voting interests.

17.4 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

17.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by a majority of the Voting Interests present, in person or by proxy, and voting, provided that notice of the text of each proposed amendment was sent to the members with notice of the meeting. In addition to the foregoing, additional real property may be added to or withdrawn from the Lands, in accordance with Section 14.2 hereof, by an amendment to Exhibit "A," if it is approved at an annual or special meeting called for the purpose by a majority of the Voting Interests present, in person or by proxy, and voting, and consented to or joined in by all persons having a record ownership interest in the property being added.

17.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

17.7 Proviso. Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Master Association's responsibilities for the Stormwater Management System, the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the surface water management system is administered by the CDD, any such amendment shall likewise require the consent of the CDD.

17.8 Amendment of Provision Relating to Developer. As long as a Developer holds any Lot or Living Unit for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant or a Developer without their written consent.

17.9 Amendment by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, may, in its

sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. In addition, Declarant shall have in its sole discretion, the unilateral right to add, annex, withdraw or subtract any property to or from the jurisdiction of this Declaration. These rights shall expire at such time as no Developer holds any property for sale in the ordinary course of business within the Community.

17.10 Limitations. No amendment to any of the Governing Documents shall be effective to change any member's voting rights as set forth in Section 2.1 of the Bylaws, or the provisions of Sections 9.5 or 9.6 above, unless all members affected first consent in writing to said amendment.

18. SPECIAL COVENANTS.

18.1 Preamble. In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots, Units and Tracts, the following provisions of this Article 18 shall apply in those cases where the below-described types of improvements are constructed within The Lands, subject to adjustment per Article 2, Section B of this Declaration. However, nothing herein shall necessarily suggest that Declarant or any Builder will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

18.2 Condominiums, Cooperatives, and Multi-Family Communities. In the event that any portion of The Lands is submitted to the condominium or cooperative form of ownership or other form of ownership involving mandatory membership in an Association in addition to the Association hereunder (a "Multifamily Community"), then the following special provisions shall apply:

(A) The Multifamily Community, or any series of same within an area specified in a Supplemental Declaration, shall constitute a distinct Neighborhood.

(B) For the purposes of complying with and enforcing the standards of maintenance contained herein, the residential buildings and any appurtenant facilities shall be treated as a Unit and any other portion of the Multifamily Community shall be treated as an unimproved portion of the Lot, with the applicable Multifamily Community's Association (the "Multifamily Association") to have the maintenance duties of an Owner as set forth herein. Such Multifamily Association shall also be jointly and severally liable with it its Members for any violation of the use restrictions set forth in this Declaration or of the Rule and Regulations of the Association.

(C) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual Lot within the Multifamily Community and shall be the direct obligation of the Owner thereof; provided, however, thatthis provision shall not prevent the Association from entering into an agreement with a Multifamily

Association pursuant to which either of the latter acts as a collection agent (although in no event shall assessments due under this Declaration be deemed a common expense of such Association).

(D) With respect to the Architectural Review Committee: (i) no Multifamily Association shall make any improvements or alterations on or to the property under its jurisdiction without first having secured the approval of the Architectural Review Committee as provided herein and (ii) in the event that an individual Owner of a Multifamily Community Unit desires to make alterations to the exterior thereof of his Unit, a request for the approval thereof shall be submitted to the Architectural Review Committee as required by this declaration, but such request shall be accompanied by evidence that the Multifamily Association having jurisdiction thereover has already approved same or has no authority to review same, absent which approval the Architectural Review Committee shall not consider the submission.

18.3 Rental Apartments and/or Assisted Living Facilities. In the event that rental apartments are constructed on any portion of The Lands, then the following special provisions shall apply:

(A) The overall apartment project shall be deemed one (1) Lot for purposes of the lien for assessments hereunder, as well as architectural approvals, use restrictions and maintenance requirements, as provided in this Declaration.

(B) Notwithstanding the foregoing, each individual apartment within an apartment project shall be deemed a Lot for purposes of assessments and voting hereunder (i.e., each apartment shall entitle the Owner of the apartment project to one (1) vote and shall be assessed as one (1) Lot); provided, however, that the Supplemental Declaration submitting the apartment project to this Declaration may provide for a reduced rate of assessment and/or allocated votes for each apartment Unit.

(C) The Owner of an apartment project shall be jointly and severally liable with its tenants for any violations of this Declaration or the Rules and Regulations of the Association.

19. GENERAL AND PROCEDURAL PROVISIONS.

19.1 Other Documents. Declarant, the Master Association, and the Neighborhood Master Associations shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Declaration and its provisions shall prevail in all events of conflict.

19.2 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

19.3 Merger or Consolidation of Master Associations. Upon a merger or consolidation of the Master Association with another corporation as provided by law, the Master Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or the CDD, alternatively, remain the rights, obligations and property of the Master Association as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

19.4 Dissolution. If the Master Association is dissolved other than by a merger or consolidation as provided for above, each Lot, Living Unit, Tract and Parcel shall continue to be subject to the assessments provided for in Section 9, and each owner shall continue to be personally obligated to Declarant or the successor or assigns of the Master Association (as the case may be) for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Master Association to properly maintain, operate and preserve it.

19.5 Gender; Number. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

19.6 Notices.

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

(B) To the Master Association. Notices to the Master Association shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Master Association.

(C) To Owners. Notices to any owner as may be required herein shall be in writing and shall be delivered or mailed to the owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

(D) To CDD. Notices to the CDD as may be required herein, shall be in writing and shall be delivered or mailed to the CDD at its principal place of business as shown by the records of the State of Florida Department of Community Affairs.

19.7 Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

19.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

19.9 Interpretation. The Board of Directors of the Master Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Master Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

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

Rights Limited to Express Terms of Governing Documents. Every member of the Master Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations (Governing Documents). Every prospective member should make his decision to purchase within Bella Terra based upon these representations as set out in the Governing Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Declarant unless included in the Governing Documents. Oral representations cannot be relied upon as correctly stating the representations of the Developer. For correct representations, reference should be made to Governing Documents.

ACTIVE: 9581557_1

RESTATED[1] ARTICLES OF INCORPORATION OF BELLA TERRA OF SOUTHWEST FLORIDA, INC.

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation are created by Christopher J. Shields, Esq., 1833 Hendry Street, Ft. Myers, Florida 33901, as sole incorporator, for the purpose set forth below.

ARTICLE I

The name of this corporation is BELLA TERRA OF SOUTHWEST FLORIDA, INC., a not for profit corporation (the "Master Association").

ARTICLE II

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, pursuant to Chapters 617 and 720 of the Florida Statutes. The Master Association is organized for the purpose of providing an entity for the operation of a residential planned development, located in Lee County, Florida.

The Master Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Master Association shall be distributed or inure to the private benefit of any member, Director or officer of the Master Association. For the accomplishment of its purposes, the Master Association shall have all of the common law and statutory powers and duties of a Master Association not for profit under Florida law, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions or the By-Laws of this Master Association, and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration as it may hereafter be amended including, but not limited to, the following:

(A) To levy and collect assessments against all Members of the Master Association to defray the costs, expenses and losses of the Master Association, and to use the proceeds of assessments in the exercise of its power and duties.

(B) To own, lease, maintain, repair, replace or operate the Common Areas.

[1] Editor's Note: This document restates the Articles of Incorporation for Bella Terra of Southwest Florida, Inc., originally filed with the Florida Department of State on the 9th day of June 2003, under Charter Number N03000005009, and recorded as an exhibit to the Declaration of Covenants, Conditions and Restrictions for Bella Terra at O.R Book 4236, Page 511 *et seq.*, of the Public Records of Lee County, Florida. This document includes all of the amendments to the Articles of Incorporation as most recently amended through May 5, 2016. No new amendments are included herewith.

(C) To purchase insurance upon the Common Areas for the protection of the Master Association and its members.

(D) To reconstruct improvements after casualty and to make further improvements of the Common Areas.

(E) To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Master Association.

(F) To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the By-Laws of the Master Association.

(G) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Master Association.

(H) To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Properties.

(I) To acquire, own and convey real property, with acquisition subject to approval as set forth in Section 8.4 of the Declaration, and to enter into agreements or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Community, if they are intended to provide enjoyment, recreation or other use or benefit to the members.

(J) To borrow or raise money for any purposes of the Master Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Corporation.

(K) To be responsible in perpetuity for maintenance of the conservation areas, i.e., all preserved, restored, or created wetlands areas and uplands buffer zones; and to take action against owners, if necessary, to enforce the conditions of the conservation easements and permit issued by the South Florida Water Management District for the Community.

(L) To be the responsible entity to operate and maintain the Surface Water Management System as permitted by the South Florida Water Management District, including but not limited to, all lakes, retention areas, culverts and related appurtenances.

Except as provided herein and in the Master Declaration, all funds and title to all property acquired by the Master Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

ARTICLE III

The Master Association shall have perpetual existence.

ARTICLE IV

The qualifications required for membership, and the manner in which members shall be admitted to membership, shall be as stated in the Declaration and/or the By-Laws of the Master Association. Each and every owner of a lot or living unit in this subdivision shall be a member of this Association.

ARTICLE V

The street address of the initial principal office of this Master Association is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33912. The name of the initial registered agent of this Master Association is Christopher J. Shields, and the address of the initial registered office is 1833 Hendry Street, Fort Myers, Florida 33901.

Having been named to accept service of process for Bella Terra of Southwest Florida, Inc., I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

ACCEPTED By:_____
Christopher J. Shields

ARTICLE VI

The number of Directors shall initially consist of three (3) but may be increased pursuant to the By-Laws, and in no event shall there be fewer than three (3) in number. Directors shall be elected, or appointed to fill a vacancy, in accordance with the By-Laws of the Master Association.

ARTICLE VII

The name and mailing address of the Directors, President, Vice President and Secretary/Treasurer, who, subject to the By-Laws of the Master Association shall hold office for the first year of existence of this Master Association or until his or her successor is elected and has qualified, are:

NAME	ADDRESS
Andy Sorenson, President/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33912
Darin McMurray, Vice President/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33912
Alan Burns, Secretary/Treasurer/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33912

ARTICLE VIII

The Master Association is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Master Association, which acts are not inconsistent with the powers provided for in Chapter 617, Florida Statutes.

ARTICLE IX

The name and address of the subscriber of these Articles of Incorporation is:

Christopher J. Shields
1833 Hendry Street
Fort Myers, Florida 33901

ARTICLEX

By-Laws of the Master Association may be adopted, made, altered or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provision of these Articles.

ARTICLE XI

Amendment to the Articles of Incorporation may be proposed by any Director at any regular or special business meeting of the Board of Directors at which a majority is present and, if obtaining a majority vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the By-Laws, shall be submitted to a vote of the membership. If approved by a majority of the Voting Interests present, in person or by proxy, and voting at a meeting of the members properly called and noticed as provided in the By-Laws, such Amendment shall be forwarded to the Secretary of State of the State of Florida and filed and shall become effective upon issuance, by said officer, of a certificate reflecting same.

ARTICLE XII

The Master Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Master Association, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIII

To the fullest extent permitted by Florida law, the Master Association shall indemnify and hold harmless every Director and every officer of the Corporation against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Master Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interest of the Master Association, in a proceeding by or in the right of the Master Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

(D) Wrongfully conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Master Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Master Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ACTIVE: 9582042_1

RESTATED[1] BYLAWS
OF
BELLA TERRA OF SOUTHWEST FLORIDA, INC.

1. GENERAL. These are the Bylaws of Bella Terra of Southwest Florida, Inc., (hereinafter the "Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 Principal Office. The principal office of this corporation shall initially be located at 10481 Six Mile Cypress Parkway, Fort Myers, FL 33912, and subsequently at such other place as may be established by resolution of the Board of Directors.

1.2 Definitions. All terms defined in the Declaration of Covenants, Condition and Restrictions for Bella Terra (the "Declaration of Covenants") to which these Bylaws were attached as an exhibit when it was originally recorded, shall be used with the same meanings as defined therein.

1.3 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Article 4 of the Declaration of Covenants.

2.1 Membership. Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot or Tract which is subject to the Declaration shall be a member of the Association, provided that any such person or entity who merely holds record ownership merely as security for the performance of an obligation shall not be a Member of the Association.

2.2 Voting Rights. The votes of the classes of Members of the Association shall be cast by their respective Members as follows:

> **Class A.** Class A Members shall be the Declarant and all those owners, as defined in Section 2.1, with the exception of Builders. Each Class A Member is entitled to cast one (1) vote for each Lot owned thereby in all Association matters. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall

[1] Editor's Note: This document restates the Bylaws for Bella Terra of Southwest Florida, Inc. recorded as an exhibit to the Declaration of Covenants, Conditions and Restrictions for Bella Terra at O.R Book 4236, Page 511 *et seq.*, of the Public Records of Lee County, Florida. This document includes all of the amendments to the Bylaws as most recently amended through May 3, 2016. No new amendments are included herewith.

likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or Chapter 720, Florida Statutes, as amended from time to time.

Class B. The Class B Member was the Declarant. The Class B Membership has terminated by operation of law and has converted to a Class A Membership. The Declarant shall have one (1) vote for each Lot or Unit owned as a Class A Member.

Class C. Class C Members shall be all Builders, each of which shall have one (1) vote for each Lot owned thereby or which has been allocated to a Tract owned thereby, subject to increase for Lots (actual or allocated) acquired by the Builder and to decrease for those conveyed to Class A Members.

In the event that Mortgagee or other party acquires title to a Lot or Tract through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the owner of the Lot or Tract to which title was so acquired.

2.3 Delegation of Rights to use Common Areas.

(A) In accordance with Section 4.3 of the Declaration of Covenants, a member may delegate his privilege to use the Common Areas to:

(1) A reasonable number of guests if accompanied by the member; or

(2) Residential tenants who reside in the member's Living Unit

(**B**) In the case of residential tenants of the member's Living Unit, the delegating member must give prior written notice to the Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(**C**) A member who has delegated his use privileges and is not in residence in Bella Terra may not use Common Areas during the period of the delegation, except as a guest of another member. A member may not be the guest of his tenant.

(**D**) Members shall be responsible for keeping the Association informed as to the identity and relationship of any persons who normally reside with the member and intend to utilize the Association Common Areas.

(**E**) The Board of Directors may limit the number of guests or the frequency or duration of any member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.

(F) The delegation of membership is subject to the one (1) family limitation described in Section 4.3 of the Declaration of Covenants.

2.4 Suspension of Membership. As further provided in Section 10 of the Declaration, the Board may suspend a member's membership in the Association:

(A) For the period of time during which an assessment against the member remains unpaid more than thirty (30) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Association's rules and regulations by a member or by any person to whom he has expressly or impliedly delegated his use privileges; or

(**C**) For misuse, abuse, or intentional destruction of Association property, real or personal.

Membership shall not be suspended until the member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any member's membership temporarily revokes the member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Association affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Association to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own property in a manner consistent with the Governing Documents. The right of the member to vote may not be suspended.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in Lee County during either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the Governing Documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by Members entitled to cast at least ten percent (10%) of the total Voting Interests. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

3.3 Quorum and Proxy Voting. A quorum shall be attained at a Members meeting by the presence in person or by proxy of the Members representing at least fifteen percent (15%) of the total Voting Interests. Those Members whose voting rights are suspended pursuant to the terms of the

Governing Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or Chapter 720, Florida Statutes, as amended from time to time. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.4 Vote Required to Transact Business. The acts or resolution approved by at least a majority of the votes cast by the Members at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of Meetings. Written notice of meetings shall be mailed or hand-delivered to each Member or may be furnished by electronic transmission, as provided by law, and to the Declarant Member, if any. The notices must be mailed or delivered or may be furnished by electronic transmission, as provided by law, by the Association not less than fourteen (14) days prior to the date of the meeting.

3.6 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes (2002) as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes (2002), as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

3.7 Order of Business. The order of business at Members' meetings shall be substantially as follows:

(A) Determination that a quorum has been attained.

(B) Reading or waiver of reading of minutes of last Members' meeting.

(C) Reports of Officers

(D) Reports of Committees

(E) Election of Directors (when appropriate)

(F) Unfinished Business

(G) New Business

(H) Adjournment

3.8 Minutes. Minutes of all meetings of the members must be maintained in written form, or in another form that can be convened into written form within a reasonable time.

3.9 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration of Covenants, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.10 Action by Members without a Meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration of Covenants, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

(A) Manage and control the affairs of the **A**ssociation.

(B) Appoint and remove at its pleasure all officers, agents and employees of the **A**ssociation, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the **A**ssociation in any capacity whatsoever.

(C) Establish, levy assess, and collect any assessment or charge provided for in the Governing Documents.

(D) Designate one or more financial institution**(**s**)** as depository for **A**ssociation funds, and the officer**(**s**)** authorized to make withdrawals therefrom.

(E) Borrow money for **A**ssociation purposes, and assign, pledge, mortgage or encumber any Community or **A**ssociation Common **A**reas or future revenues of the **A**ssociation as security therefor, provided that, if the amount to be borrowed is greater than one hundred thousand dollars **(**$100,000.00**)**, the Board must have the prior assent of a majority of the Voting Interests present, in person or by proxy, and voting at a meeting at which a quorum is present;

(F) Adopt, amend or revoke rules and regulations relating to the use of Common **A**reas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the **A**ssociation and its Members. The Board may also establish and levy fees for the use of Common **A**reas or **A**ssociation property;

(G) Cause the **A**ssociation to employ sufficient personnel to adequately perform the responsibilities of the **A**ssociation;

(H) Negotiate and enter into contracts for the maintenance and operation of the Common **A**reas;

(I) Make improvements to the Common **A**reas.

(J) Establish committees of the **A**ssociation and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, with acquisition of real property subject to approval as set forth in Section 8.4 of the Declaration, and enter into agreements with any persons, including Declarant, relating to the orderly transfer of property from said person to the **A**ssociation and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Association.

4.2 Management by Directors. The property, business and affairs of the Association shall be managed and conducted by a Board of Directors of no fewer than three (3) nor more than fifteen (15) members, as determined per Section 4.3 below.

4.3 Election of Directors.

(A) Except as otherwise provided herein, Directors shall be elected by the Members of the Association at the Annual Meeting of the Association as provided by the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election and for removal from office of Directors.

(B) Nomination and Election of Directors after Turnover. The Members in each Voting Group are entitled to vote in the election of the Director(s) that represents their Voting Group.

(i) **Candidates.** The Board shall adopt and utilize procedures whereby any Member or other person eligible to serve as a Director may nominate themselves as a candidate and have his/her name placed on the ballot, by notifying the Association in writing, at least thirty-five (35) days in advance of the election, of his/her desire to be a candidate for any vacancy which he/she is eligible to fill and include a one page candidate information sheet, if any. To the extent that any person desiring to run for the Board owns multiple properties located in more than one Voting Group, and is therefore eligible to run as a candidate from multiple Voting Groups, that candidate is only eligible to run and be placed on the ballot to run for the Board from one Voting Group. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots disturbed or used by the Association. Candidate may also be terminated in any other way permitted by law.

(ii) **Election and voting materials.** Candidate shall have reasonable opportunity to communicate their qualifications to the Members and to solicit votes at their own expense. Any written materials distributed to the Members of the Association regarding any election shall be non-partisan, and Association funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Association shall endorse, disparage, or comment on any candidate or indicate whether a candidate is an incumbent, however, the Association shall duplicate without editing candidate information sheets provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Association with the notice of annual meeting described in section 3.5 above.

(iii) **Balloting.** Elections shall be by written ballot. The candidate within each Voting Group who receives a plurality of the votes shall be elected. Each member may cast as many votes as there are Directors to be elected by his Voting Group, but not more than one vote for any candidate. The Association shall conduct Board elections for each Voting Group. The Association will furnish notice of the Annual Meeting to each Member which will include: (i) the names of all candidates and any candidate information sheets if timely furnished by the candidate and which must be limited to one page, (ii) ballots which bear a marking or color indicating the Voting Group, (iii) a return envelope to be used to return the ballot which envelope may, but is not required to, bear a marking or color indicating the Voting Group for which the ballot is being returned, and (iv) the time and place for counting ballots at which any Member may be present to observe the tallying of votes for each Voting Group. In order to be valid and counted, all ballots must either be signed by the Member eligible to cast the vote or, alternatively, the Member casting the ballot must sign and print their name and identify the Member's Bella Terra address on the outside of the return envelope. Either the ballot itself on the outside ballot envelope must be signed by the Member casting the vote. Original ballots must be returned and delivered to the Association by 5 P.M. EST on the day before the date of the annual meeting to be counted. Faxes, copies, or emails containing ballots will not be counted and must be disregarded. Failure to obtain a quorum of the membership at the meeting where the election is conducted, the votes are tallied, and the results are announced shall not otherwise disqualify or negate the election of directors.

4.4 Voting Groups. The Declarant has established Voting Groups for the election of Directors to the Board by the recording of a Supplemental Declaration as Instrument Number 2012000145468 in the Public Records of the County. Such Voting Groups include those Members who represent Neighborhoods having similar characteristics, as determined by the Board, based upon types of Units/Lots (e.g., "estate" vs. "zero lot line" vs. "townhomes") such that no identifiable groups have disproportionate representation.

Voting Groups may not be changed without the affirmative vote of two-thirds (2/3rds) of the votes cast by all Members.

4.5 Vacancies. If a Director shall for any reason cease to be a Director, the remaining Directors shall elect a successor to fill the vacancy for the balance of the unexpired term, provided that a vacancy in a seat previously filled by a Declarant appointee or a person elected by Class A Members shall be filled with a similarly situated person. A vacancy is created, and a new Director shall be appointed pursuant to Section 4.7 of these Bylaws, if and when a Director who has been elected by and from a single voting group to represent that single voting group ceases to be eligible to serve that voting group (i.e. the Director is no longer is an Owner or spouse of an Owner of a parcel in a Neighborhood within the voting group that the Director was elected to represent).

4.6 Term of Office. Directors designated by the Class B Member shall serve until same are removed by the Class B Member or until same become legally incapacitated from serving in such position. In order to provide for a continuity of experience by establishing a system of staggered terms of office, in the first election in which Class A Members owners other than the Declarant elect a majority of the Directors, the three (3) candidates receiving the highest percentage of votes actually cast shall each be elected for a term which expires at the annual meeting after the next annual meeting and the three (3) candidates receiving the lowest percentage of votes actually cast shall each be elected for a term which expired at the next annual meeting. For the purpose of calculating the percentage of votes, the numerator shall be the number of votes actually cast for and received by the candidate from their respective Voting Group and the denominator shall be the total number of votes actually cast in the candidate's Voting Group. Thereafter, all Directors shall be elected for two (2) year terms, ending at the final adjournment of the annual meeting at which successors are to be duly elected, or at such other time as may be provided by law. Directors may not serve for more than six (6) consecutive years. However, after a hiatus of two (2) years or greater, a Director who has previously served for more than six (6) consecutive years is otherwise qualified to serve if elected or appointed for additional terms not to exceed six (6) consecutive years. Directors shall be elected by the Members as described in Section 4.3 above, or in the case of vacancy, as provided in 4.5 above.

4.7 Vacancies and Removal.

(A) Except as to vacancies resulting from removal of Directors by Members (as addressed in subsection (B) below), vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining Directors at any Board meeting, provided that (i) all vacancies in directorships to which Directors were appointed by the Class B Member shall be filled by the Class B Member without the necessity of any meeting and (ii) a vacancy in a directorship elected by Class A Members shall be filled with a Class A Member. see amendment

(B) Any Director elected by the Members (other than the Class B Member) may be removed by concurrence of a majority of the votes of the Class A Members at a special meeting called for that purpose or by written agreement signed by the Members entitled to cast a majority of the Class A votes. The vacancy in the Board of Directors so created shall be filled by the Members at a special meeting called for such purpose, or by the Board of Directors if such meeting does not occur within five (5) days of the removal.

(**C**) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within whose jurisdiction The Lands are located for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with

the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.8 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Meeting and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Class B Member shall serve at the pleasure of the Class B Member.

4.9 Organizational Meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.10 Regular Meetings. After turnover of control, regular meetings of the Board shall be held at such time and place in Lee County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Association may be transacted. If any Director elected by the Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.11 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.12 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.13 Board Meetings; Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Association Common Areas at least forty-eight (48) hours in

advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any owner may tape-record or videotape meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.14 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.15 VoteRequired. Except as otherwise required by law or the Governing Documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.16 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

4.17 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.18 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.19 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Association. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.20 Emergency Powers. In the event of an "emergency" as defined in Paragraph 4.18(G) below, the Board of Directors of the Association may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes (2002), as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers of whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the **A**ssociation.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the **A**ssociation shall bind the **A**ssociation; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the **A**ssociation acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

(1) a state of emergency declared by law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) designation by federal or state government as a "disaster area;" or

(5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Association, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors, and prepare the budget for the Association. He shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Section 6 of the Declaration of Covenants shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; Qualification. The Architectural Review Committee, hereinafter the "ARC," shall initially be composed of three (3) persons, all appointed by the Declarant, who may also be Directors of the Association. After the Declarant no longer has a right to appoint the ARC, the size of the ARC shall be increased to five (5) persons. Except for those appointed by the Declarant, and as otherwise provided in Section 6.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection; Terms. The members of the ARC shall be appointed by the President of the Association to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests, and not by the officers or Directors. see amendments (3)

6.3 Compensation. If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

6.4 Meetings. The ARC shall meet as necessary, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each Neighborhood Association at least one week in advance, and any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman. Notwithstanding anything herein to the contrary, during Developer control, the Developer may appoint one (1) person who shall be empowered to serve on behalf of and act for the Architectural Review Committee.

6.5 Procedures, Voting. A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five years.

7. FISCAL MATTERS. The provisions for assessments and fiscal management of the Association set forth in the Declaration of Covenants shall be supplemented by the following provisions:

7.1 Depository. The Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

7.2 Budget. The Board of Directors shall, at a November meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.4 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Association handling or responsible for Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

7.5 Accounts and Accounting Procedures. The financial and accounting records of the Association, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(A) Accurate, itemized, and detailed records of all receipts and expenditures.

(**B**) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(**C**) All tax returns, financial statements, and financial reports of the Association.

(D) Any other records that identify, measure, record or communicate financial information.

7.6 Financial Reporting. The Association shall prepare an annual financial report within ninety (90) days after the close of the fiscal year. The Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

(A) Financial statements presented in conformity with generally accepted accounting principles; or

(B) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Association.

7.7 Audits. A formal certified audit of the accounts of the Association, only if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, may be made by an independent certified public accountant, and a copy of the audit report may be available on request to each member.

7.8 Application of Payments and Commingling of Funds. All monies collected by the Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Association shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

7.9 Fiscal Year. The fiscal year for the Association shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

7.10 Payment of Assess**ments.** The Association shall make annual assessments based on the adopted budgets shall be payable annually (due on January 1 of each year or such other date as the Board of Directors may determine). Assessments and Special Assessments as the term is used in this Section 7.10 and 7.11 are assessments levied by the Association and shall not be confused with assessments which are levied by any local government (county, municipality or CDD). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By

resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

7.11 Special Assessments. Special assessments may be imposed by the Association's Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Covenants or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with law. The total of all special assessments payable by the Members generally shall not exceed $200 per Lot or Living Unit in any fiscal year unless approved in advance by a majority of the voting interests.

7.12 Proof of Payment. Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Lot or Living Unit, the Association shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due. Anyone other than the Owner who relies upon such statement shall be protected thereby.

7.13 Suspension. The Association shall not be required to transfer Memberships on its books or to allow the exercise of any rights or privileges of Membership on account thereof to any owner, or to any persons claiming under an owner, unless and until all assessments and charges to which said owner and his Lot or Living Unit is subject have been paid in full.

8. TURNOVER OF CONTROL OF ASSOCIATION.

8.1 Time of Turnover. Turnover of control of the Association occurs when the Class A and Class C members are first entitled to elect a majority of the Directors of the Association. Class A and Class C members shall be entitled to assume control of the Association by electing the entire Board of Directors not later than ninety (90) days after the conveyance of title, to owners other than Developer, of at least ninety percent (90%) of the Lots within the Lands. At that time the Directors appointed by the Developer shall resign. The election shall occur at a meeting of the members (the Turnover Meeting).

8.2 Procedure for Calling Turnover Meeting. No less than sixty (60) days prior to the Turnover Meeting, the Association shall notify in writing all Neighborhood Associations of the date of the Turnover Meeting. It shall be the responsibility of the Neighborhood Associations to notify their Members. At the Turnover Meeting the Directors elected by the Members as further provided in Section 4.4 above, and all but one of the Directors previously appointed by the Declarant shall resign.

8.3 Early Turnover. The Declarant may turn over control of the Association to the Members prior to the time for turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Class A and Class C Members to elect the other Directors and assume control of the Association. If at least sixty (60) days notice of Declarant's decision to cause its appointees to resign is given as described in Section 8.2 above, neither the Declarant, nor such appointees shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

8.4 Developer Representative. The Developer is entitled to appoint at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots or units in the Community. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting a majority of the Directors.

8.5 Turnover - "As Is". When owners other than Developer assume control of the Association by electing the majority members on the Board of Directors, the Association will accept turnover of the common areas and facilities in their "as is" condition, without recourse. The Declarant, and any Developer, makes no representations, to the fullest extent permitted by law, and disclaims all warranties, expressed or implied, in law or in fact, with respect thereto, including without limitation representations or warranties or merchantability or fitness for any particular purpose, in representations or warranties regarding the construction, design, adequacy of size or capacity in relation to the utilization, date of completion, future economic performance, or operations of, or the materials, furniture, or equipment which have been used in the common areas and facilities at the time of turnover, the Association accepts the conditions of all common areas and common area facilities from the Declarant, and any Developer, without recourse against the Declarant or any Developer herein.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by the Members representing at least twenty-five percent (25%) of the Voting Interests of the Association. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

9.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of a majority of the Voting Interests present, in person or by proxy, and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.

9.3 Amendment by Board. As long as Declarant Membership exists, the Board of Directors, by majority vote, may unilaterally amend these Bylaws in any manner which it deems advisable, including but not limited to amendments to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the Members.

9.4 Certificate; Recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

10. MISCELLANEOUS.

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

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

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants or the Articles of Incorporation of the Association, the provisions of the Declaration of Covenants or Articles of Incorporation shall prevail over the provisions of these Bylaws.

ACTIVE: 9582047_1

INSTR # 2018000200108, Doc Type RES, Pages 3, Recorded 08/20/2018 at 12:32 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ERECORD

Prepared by and return to:
Brett David Fisher, Esq.,
Blackwell, Vishio & Fisher, PLLC
801 Anchor Rode Drive, STE 203A
Naples, FL 34134

CERTIFICATE OF RECORDING

The undersigned, being the acting Vice-President of Bella Terra of Southwest Florida, Inc., a Florida not-for-profit corporation (the "Master Association"), hereby certifies that at a meeting of the Board of Directors (the "Board") for the Master Association, held on February 28, 2018, where a quorum was present after proper notice, in accordance with Article 9.1 of the Bylaws, voted unanimously to submit the proposed First Amendment to the Restated Bylaws of Bella Terra of Southwest Florida, Inc. recorded as Instrument number 2017000146110, pages 61 through 79, in the Official Records of Lee County, Florida (the "Restated Bylaws"), to the members for a vote.

The original Bylaws of Bella Terra of Southwest Florida Inc., are recorded as an exhibit to the Declaration of Covenants, Conditions, and Restrictions for Bella Terra at O.R. Book 4236, Page 511 *et seq.*, Official Records of Lee County, Florida.

The undersigned further certifies that at the Annual Meeting held on March 28, 2018, where a quorum was present, after proper notice, the First Amendment to the Restated Bylaws, was approved and duly adopted by a majority of the members present in person or by proxy, for the purpose of adopting the First Amendment to the Restated Bylaws.

RESOLVED: Amendment to Section 6.2 of the Restated Bylaws regarding removal of members of the ARC.

RESOLVED: Accordingly, the Restated Bylaws for the Master Association are hereby amended and the First Amendment to the Restated Bylaws of Bella Terra of Southwest Florida, Inc. recorded as Instrument number 2017000146110, pages 61 through 79, in the Official Records of Lee County, Florida, is adopted in the form attached hereto and made a part hereof.

Date: 8-14-18

[This space intentionally left blank Signatures Page follows:]

SIGNATURES PAGE

IN WITNESS WHEREOF, the Master Association does hereby execute this Certificate of Recording and First Amendment by its undersigned authorized officer of the Board of Directors, on this 14th day of August 2018.

1. Marie Martel
Witness
Print Name: MARIE MARTEL

2. Kelsey Zeller
Witness
Print Name: Kelsey Zeller.

BELLA TERRA OF SOUTHWEST FLORIDA, INC.

By: James R. Meek
James Meek, Vice President

Date: 8/14/18

(Corporate Seal)

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

Before me, the undersigned authority, personally appeared James Meek, Vice President of Bella Terra of Southwest Florida Inc., a Florida corporation, on behalf of said corporation, and who (check one): [X] is personally known to me, [__] has produced a valid driver's license # _____ as identification or [__] has produced other identification, to-wit: _____. Affiant did take an oath.

Sworn to and subscribed before me this 14th day of August, 2018.

Julayne Shevlin
Notary Public
Print Name: Julayne Shevlin

(Seal)

My Commission Expires: 7/19/22

JULAYNE SHEVLIN
MY COMMISSION # GG 230503
EXPIRES: June 19, 2022
Bonded Thru Notary Public Underwriters

FIRST AMENDMENT TO THE

RESTATED BYLAWS
OF
BELLA TERRA OF SOUTHWEST FLORIDA, INC.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Proposed Amendment: **Section 6.2, Restated Bylaws**

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Section 6 of the Declaration of Covenants shall be selected, and conduct its affairs as provided in this Section.

(Section 6.1 Remains Unchanged)

6.2 Selection; Terms. The members of the ARC shall be appointed by the President of the Association to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed ~~only~~ by vote of a majority of ~~all the voting interests, and not by~~ the ~~officers or~~ Directors.

(Remainder of Article 6 Remains Unchanged)

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ACTIVE: 10475839_1

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000141530, Doc Type DOC, Pages 6, Recorded 6/22/2020 at 10:38 AM, Deputy Clerk LFAHRNER ERECORD
Rec Fees: $52.50

Prepared by and Return to:
Leland W. Wilson
Association Legal Services
5237 Summerlin Commons Blvd #214
Fort Myers, FL 33907

(Space Above This Line For Recording Data)

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BYLAWS FOR BELLA TERRA OF SOUTHWEST FLORIDA INC.

WHEREAS, this Amendment is made on the 19 day of JUNE, 2020, to the Declaration of Covenants, Conditions, Restrictions and bylaws for BELLA TERRA OF SOUTHWEST FLORIDA INC.

WHEREAS, the Amendment to the Declaration of Covenants, Conditions, Restrictions and bylaws was recorded as an exhibit thereto; and

WHEREAS, at a duly called meeting of BELLA TERRA OF SOUTHWEST FLORIDA INC., held on June 10, 2020 at which a quorum was present, the Members approved the amendments to the Declaration of Covenants, Restrictions and bylaws hereinafter set forth.

NOW, THEREFORE, the undersigned hereby certify that the following Amended Declaration of Covenants, Conditions, Restrictions and bylaws, is a true and correct copy of the amendment as amended by the Membership.

SEE ATTACHED

WITNESS my signature hereto this 18 day of JUNE, 2020, at Bella Terra.

BELLA TERRA OF SOUTHWEST FLORIDA INC.

By: James R. Meek
(President)

Witness Name: CINDY REUTER-ZINGRAFF

Witness Name: Brooke Averill Waters

Attest: Michael Rubin
Vice President or Secretary

STATE OF FL)

) SS:

COUNTY OF Lee.)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 19th day of June 2020 by James Meek and Michael Rubin, as President and Vice President or Secretary, respectively, of BELLA TERRA OF SOUTHWEST FLORIDA INC., on behalf of the corporation. They are [✓] personally known to me or [ ] have produced driver licenses as identification.

Kelsey Zeller
Printed Name of Notary Public

Seal:



Kelsey Zeller
(Signature of Notary Public)

[SECOND]

AMENDMENT

RESTATED BYLAWS OF BELLA TERRA OF SOUTHWEST FLORIDA, INC.

Additions indicated by underlining
Deletions indicated by ~~striking through~~.

Bylaws - Section 4.7 Vacancies and Removal

(A) Except as to vacancies resulting from removal of Directors by Members (as addressed in Subsection (B) below), vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining Directors at any Board meeting provided that (i) all vacancies shall be filled by a Member from within the Voting Group where the vacancy occurred, (ii) all vacancies in directorships to which Directors were appointed by the Class B Member shall be filled by the Class B Member without the necessity of any meeting, and (iii) a vacancy in a directorship elected by Class A Members shall be filled with a Class A Member.

(remainder of Article 4.7 remains unchanged)

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AMENDMENT

RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BELLA TERRA OF SOUTHWEST FLORIDA, INC.

Additions indicated by underlining
Deletions indicated by ~~striking through~~.

Proposed Amendment: Section 5.26 Restated Covenants, Conditions and Restrictions

5.26 Pets and Animals The ability to keep a pet is a privilege, not a right. Not more than two (2) commonly accepted household pets, such as a dog or cat or caged bird, ~~and~~ or reasonable numbers of tropical fish ~~or caged birds~~, may be kept in a Living Unit, subject to other reasonable regulation by the Master Association or ~~Neighborhood~~ Sub Association. No animal exhibiting aggressive behavior, or with a history of such behavior, shall be permitted. Owners who fail to disclose such history may have the ability to keep pets revoked. All animals shall be leashed or held (if outdoors) or kept within the Living Unit and shall not be permitted to roam free. The Master Association may restrict the walking of pets to certain areas. Owners who walk their pets on Master Association or Neighborhood Common Areas must immediately 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 is a privilege, not a right~~. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. ~~Pets may not be left unattended or leashed in yards or garages, or on porches or lanais.~~

****

AMENDMENT

RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BELLA TERRA OF SOUTHWEST FLORIDA, INC.

Additions indicated by underlining
Deletions indicated by ~~striking through~~.

Proposed Amendment: Section 5.32 Restated Covenants, Conditions and Restrictions

Sex Offender/Felon

MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units, whether by sale, lease or other transfer of a property right or interest, shall be subject to the following provisions as long as the Association exists upon the land, which provisions each Owner covenants to observe:

Disapproval by Board of Directors. If the Board shall disapprove a transfer or continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

Disapproval for Good Cause. Disapproval of title transfers or the continuation of ownership pursuant to this Article shall be made by the Board if it is determined that the potential Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Governing Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Governing Documents:

- The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Governing Documents;
- The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:
  - (a) a capital, first or second-degree felony involving violence to persons within the past twenty (20) years; or
  - (b) a first or second-degree felony within the past ten (10) years; or
  - (c) any other felony within the past five (5) years; or

(d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

- The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;
- The person seeking approval is currently on probation or community control for a felony;
- The person seeking approval has a record of financial irresponsibility, including without limitation prior foreclosures or bad debts such that the Board reasonably concludes that the applicant is unable to meet his financial obligations to the Association;

- The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, or has made material misstatements or withheld material/information during the application process;
- The Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,
- All Assessments and other Charges against the Unit have not been paid in full, unless the Association has reasonable assurances that said amounts will be paid out of the closing proceeds.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

****

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000102694, Doc Type RES, Pages 3, Recorded 4/1/2021 at 11:27 AM, Deputy Clerk TKING ERECORD
Rec Fees: $27.00

Prepared by and Return to:
Leland W. Wilson
Association Legal Services
12600 World Plaza Ln # 63
Fort Myers, FL 33907

(Space Above This Line For Recording Data)

CERTIFICATE OF AMENDMENT TO THE BYLAWS FOR BELLA TERRA OF SOUTHWEST FLORIDA INC.

WHEREAS, this Amendment is made on 24th day of March, 2021 to the Bylaws of BELLA TERRA OF SOUTHWEST FLORIDA INC. The original Bylaws for Bella Terra of Southwest Florida, Inc., was recorded in Official Records Book 4236, Page 511, *et seq,* and may have been subsequently amended, in the Public Records of Lee County, Florida ("Bylaws")

WHEREAS, the Bylaws were recorded as an exhibit thereto: and

WHEREAS, at a duly called meeting of BELLA TERRA OF SOUTHWEST FLORIDA INC., held on the 24th day of March 2021 at which a quorum was present, the board of directors approved the amendments to the Bylaws Section 6.2 hereinafter set forth.

NOW, THEREFORE, the undersigned hereby certify that the following Amended Bylaws, is a true and correct copy of the amendment to the Bylaws Section 6.2 as approved by the membership.

SEE ATTACHED

WITNESS my signature hereto this 30th day of March, 2021, at 20670 Bella Terra Blvd

BELLA TERRA OF SOUTHWEST FLORIDA INC.

By: _____
ED CAPEZZUTO
(President)

Mike Fuller
Witness Name: Mike Fuller

_____
Witness Name: Meghan Dockery

STATE OF Florida)

) SS:

COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of March, 2021 by Ed Capezzuto, President of BELLA TERRA OF SOUTHWEST FLORIDA INC. a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification.

Sherry A. Ott
Printed Name of Notary Public

Seal:

SHERRY A OTT
MY COMMISSION # GG098858
EXPIRES April 27, 2021

Sherry A. Ott
(Signature of Notary Public)

Attest: Michael Peer
Michael Peer
(Vice President)

Witness Name: Rosaillark Segarra.

Carolyn M. Peer

Witness Name: Carolyn M. Peer

STATE OF Florida)

) SS:

COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 31st day of March, 2021 by Michael P Vice President or Secretary of BELLA TERRA OF SOUTHWEST FLORIDA INC. a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification.

Sherry A. Ott
Printed Name of Notary Public

Seal:

SHERRY A OTT
MY COMMISSION # GG098858
EXPIRES April 27, 2021

Sherry A. Ott
(Signature of Notary Public)

3RD AMENDMENT RESTATED BYLAWS OF BELLA TERRA OF SOUTHWEST FLORIDA, INC.

Additions indicated by underlining
Deletions indicated by ~~striking through~~.

Bylaws - Section 6.2. Selection; Terms

The members of the ARC shall be appointed by a majority vote of the ~~President~~ Board of the Association to serve terms of one year beginning on January ~~1~~ 31 of each year. If a mid-term vacancy ocurrs for any reason, the ~~President~~ Board, by majority vote, shall appoint a successsor to fill the unexpired term. Members of the ARC, once appointed, may be removed by vote of a majority of the Directors.