Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2024000330072, DocType RES, Pages 67, Recorded 12/9/2024 at 8:41 AM, DeputyClerk NFERGUSON
Rec Fees: $571.00 ERECORD

Certificate prepared by and returned to:

Becker & Poliakoff, P.A.
James Robert Caves, III, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF RECORDATION

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BONITA NATIONAL

AMENDED AND RESTATED BYLAWS OF BONITA NATIONAL HOMEOWNER'S ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonita National and the Amended and Restated Bylaws of Bonita National Homeowner's Association, Inc. were duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 24th day of June 2024. Said amendments to the Declaration and Bylaws were approved by a proper percentage of voting interests of the Association. The original Declaration of Covenants, Conditions and Restrictions for Bonita National is recorded at Instrument No. 2015000023564, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants, Conditions and Restrictions is further described at:

- Plat for Bonita National recorded on February 4, 2015, at Instrument No. 2015000023533, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Two recorded on July 24, 2015, at Instrument No. 2015000163197, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Three recorded on January 22, 2016, at Instrument No. 2016000015452, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Four recorded on March 8, 2016, at Instrument No. 2016000048822, of the Public Records of Lee County, Florida;

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

- Plat for Bonita National Unit Five recorded on July 11, 2017, at Instrument No. 2017000149347, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Six recorded on March 13, 2017, at Instrument No. 201700053122, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Seven recorded on February 8, 2018, at Instrument No. 2018000031501, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Eight recorded on March 21, 2019, at Instrument No. 2019000064194, of the Public Records of Lee County, Florida; and
- Plat for Bonita National Unit Nine recorded on October 24, 2019, at Instrument No. 2019000246574, of the Public Records of Lee County, Florida.

This Certificate of Recordation is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants, Conditions and Restrictions for Bonita National, and is intended to preserve and protect the Declaration of Covenants, Conditions and Restrictions from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time in accordance with the terms, provisions and conditions thereof, including but not limited to:

i. Amendment recorded at Instrument No. 2015000162278, of the Public Records of Lee County, Florida;

ii. Amendment recorded at Instrument No. 2016000026691, of the Public Records of Lee County, Florida;

iii. Amendment recorded at Instrument No. 2016000039631, of the Public Records of Lee County, Florida;

iv. Amendment recorded at Instrument No. 2016000272861, of the Public Records of Lee County, Florida;

v. Amendment recorded at Instrument No. 2018000194522, of the Public Records of Lee County, Florida;

vi. Amendment recorded at Instrument No. 2019000056249, of the Public Records of Lee County, Florida;

vii. Amendment recorded at Instrument No. 2020000033898, of the Public Records of Lee County, Florida; and

viii. Rerecorded Amendment recorded at Instrument No. 2020000051979, of the Public Records of Lee County, Florida.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions is attached hereto. All previous site plans of record are incorporated by reference. A copy of the Articles of Incorporation are attached as Exhibit "B" for informational purposes and incorporated by reference. The Amended and Restated Bylaws of Bonita National Homeowner's Association, Inc. are attached as Exhibit "C."

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WITNESSES:
(TWO)

Witness #1 Signature

Jonathan Stapleton
Witness #1 Printed Name

23640 Walden Center Dr 107
Estero FL 33928
Witness #1 Address

Witness #2 Signature

Simon Coulis
Witness #2 Printed Name

14801 Bald Eagle Dr.
Ft. Myers FL 33912

Witness #2 Address

BONITA NATIONAL HOMEOWNER'S ASSOCIATION, INC.

BY: _____
Kristi Wadhams, President
c/o Troon Management
17501 Bonita National Blvd.
Bonita Springs, FL 34135

Date: 12/6/2024

ATTEST: _____
David Straub, Secretary
c/o Troon Management
17501 Bonita National Blvd.
Bonita Springs, FL 34135

Date: 12/6/2024

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of December 2024. by Kristi Wadhams as President of Bonita National Homeowner's Association, Inc., a Florida Corporation, on behalf of the corporation. She is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification.

WENDY WEBER-BRUNSON
MY COMMISSION # HH 587444
EXPIRES: August 27, 2028

Notary Public

Wendy Weber-Brunson
Printed Name

My commission expires: August 27, 2028

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BONITA NATIONAL

In a Declaration of Covenants, Conditions and Restrictions for Bonita National recorded at Instrument No. 2015000023564, of the Public Records of Lee County, Florida, on February 4, 2015, ("Original Declaration"), Lennar Homes, LLC, a Florida limited liability company, hereinafter called the "Declarant," created a community of single-family homes, multi-family structures, and related recreational and other common facilities and amenities to be known as Bonita National.

The property encompassed by the Declaration of Covenants, Conditions and Restrictions is further described at:

- Plat for Bonita National recorded on February 4, 2015, at Instrument No. 2015000023533, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Two recorded on July 24, 2015, at Instrument No. 2015000163197, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Three recorded on January 22, 2016, at Instrument No. 2016000015452, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Four recorded on March 8, 2016, at Instrument No. 2016000048822, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Five recorded on July 11, 2017, at Instrument No. 2017000149347, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Six recorded on March 13, 2017, at Instrument No. 201700053122, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Seven recorded on February 8, 2018, at Instrument No. 2018000031501, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Eight recorded on March 21, 2019, at Instrument No. 2019000064194, of the Public Records of Lee County, Florida;
- Plat for Bonita National Unit Nine recorded on October 24, 2019, at Instrument No. 2019000246574, of the Public Records of Lee County, Florida;

Said Declaration or the exhibits thereto were subsequently amended or supplemented as follows:

- Amendment recorded at Instrument No. 2015000162278, of the Public Records of Lee County, Florida;
- Amendment recorded at Instrument No. 2016000026691, of the Public Records of Lee County, Florida;
- Amendment recorded at Instrument No. 2016000039631, of the Public Records of Lee County, Florida;

- Amendment recorded at Instrument No. 2016000272861, of the Public Records of Lee County, Florida;

- Amendment recorded at Instrument No. 2018000194522, of the Public Records of Lee County, Florida;

- Amendment recorded at Instrument No. 2019000056249, of the Public Records of Lee County, Florida;

- Amendment recorded at Instrument No. 2020000033898, of the Public Records of Lee County, Florida; and

- Rerecorded Amendment recorded at Instrument No. 2020000051979, of the Public Records of Lee County, Florida.

The submission of the land by the Original Declaration and its amendments or supplements remains effective. No recorded easements to or from third parties or other binding agreements of record or in existence are intended to be impaired or altered by the recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration"). By adoption of this Declaration, the Association Members hereby adopt certain amendments to the Declaration of Covenants, Conditions and Restrictions and amendments thereof and restate the Declaration in its entirety.

WITNESSETH:

WHEREAS, Declarant owned certain real property located in Lee County, Florida on which it created a Community of single-family homes, multi-family structures, and related recreational and other common facilities and amenities known as Bonita National; and

WHEREAS, the real property developed as Bonita National (the "Lands") is described in **Exhibit "A"** to this Declaration, as it may be amended from time to time; and

WHEREAS, Declarant desired to promote the general health, safety and welfare of residents, provide for the maintenance of the land comprising Bonita National, and the improvements thereon, and to provide for preservation of the property values and the amenities, and to this end desired to subject the real property to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, Bonita National Homeowner's Association, Inc., a Florida corporation not for profit has been incorporated (hereinafter the "Association"); and

WHEREAS, Declarant conveyed licenses or other use rights to lands within Bonita National by deed, easement, or otherwise to the Association and a CDD, (both of which accepted the same) for the purpose or maintenance, landscaping, drainage, recreation or other purposes for the use and benefit of owners and their families, tenants, guests and invitees.

NOW THEREFORE, any person owning an interest in the subject property who at any time consents to or joins in the making of this Declaration, hereby declares that the real property described in Exhibit "A" hereto, is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Land and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. 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. The provisions of Chapter 720 Florida Statutes, (2023), as amended from time to time shall apply to this Declaration.

1. **DEFINITIONS.** The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, unless the context clearly requires another meaning.

1.1 "Architectural Review Committee" or "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 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 Bonita National Homeowner's Association, Inc.

1.4 Reserved.

1.5 "CDD" means and refers to the Beach Road Golf Estates Community Development District.

1.6 "CDD Property" means any and all real property and improvements which the CDD either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term "CDD Property" shall include systems, facilities and services that the CDD may acquire, construct, maintain and finance over the years (which constitute projects or infrastructure improvements) which may or may not be owned by the CDD.

1.7 "Common Areas" means any and all real property and improvements within Bonita National owned by, leased to, or dedicated to the Association for the use and benefit of its Members. Such Common Areas include, but are not limited to, the property described in the deeds recorded at Instrument Number 2020000293924 and Instrument Number 2021000251484, in the Lee County Public Records. However, the golf course, golf practice area and the related facilities are not Common Areas. Common Areas shall include those areas dedicated to the Association on the various recorded subdivision plats.

1.8 "Community" or "Properties" means all real property comprising Bonita National, and the improvements thereon.

1.9 Reserved.

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

1.11 Reserved.

1.12 "Family" means a single housekeeping unit consisting of:

(A) one natural person, or

(B) two or more natural persons each of whom are related to each other by blood, marriage, or adoption and who customarily reside and live together, or

(C) not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together.

The decision as to whether more than one natural person reside and live together and therefore constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events, such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children or the ward(s) of only one person shall be entitled to Common Area privileges if they meet all of the following conditions: (a) said child, children or ward(s) are age 21 or less; and (b) such child, children or ward(s) are not married or co-habitating with any third party; and (c) said children or ward(s) do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children or ward(s) reside in the household on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. Notwithstanding the forgoing, the Board shall have the discretion to waive the age limitation for qualifying children who reside with their parents or guardian, if it is demonstrated that such child has medical or other needs or disability that limits their ability to live independently.

1.13 "Golf Club" means and refers to the Bonita National Golf Club, Inc.

1.14 "Golf Club Documents" means and refers to the Declaration of Covenants, Conditions and Restrictions for Bonita National Golf Club ("Golf Declaration").

1.15 "Governing Documents" means this Declaration, and the Articles of Incorporation, and Bylaws of the Association, all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Governing Documents, , the order of priority shall be the same as the order in which they are named in this Section 1.15.

1.16 "Guest" means any person who is physically present and/or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.17 "Institutional Mortgagee" means:

(A) a lending institution having a first mortgage lien upon a Lot or Living Unit, 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 loans (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.

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

1.19 "Lease" when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.

1.20 "Living Unit" or "Unit" means any residential structure, including a single family detached or attached dwelling unit or condominium unit, located within Bonita National and intended for use by one family as their place of residence. If a Living Unit is a free-standing or attached single family home 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."

1.21 "Lot" means one or more of the platted portions of land into which parts of Bonita National have been subdivided, upon each of which a single Living Unit has been, or is intended to be, constructed. It is synonymous with the word "parcel" as used in Chapter 720, Florida Statutes. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon".

1.22 "Member" means a person who is entitled to Membership in the Association, as provided in Section 4 of this Declaration and Section 2 of the Bylaws. Membership is mandatory for the Owners of all Lots or Living Units.

1.23 "Neighborhood" means a condominium, a group of single family homes, coach homes, villas, or any other residential sub-area development within Bonita National designated as such, where all the Lots and Living Units are part of the Neighborhood Association. There are Terrace, Veranda and Coach Home Associations in Bonita National.

1.24 "Neighborhood Association" means a condominium association as defined in Chapter 718, Florida Statutes, a homeowners association as defined in Chapter 720, Florida Statutes, or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

1.25 "Neighborhood Common Areas" means that real property, including any improvements 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.

1.26 "Neighborhood Documents" means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods to the exclusion of all others, including the recorded articles of incorporation and bylaws of the Neighborhood Association, all as amended from time to time.

1.27 "Occupy" when used in connection with a Living Unit, means the act of using a Living Unit as one's place of residence for two (2) or more consecutive days. An **"Occupant"** is one who occupies a Living Unit, other than the Owner or his family as defined above

1.28 "Owner" means the record Owner of legal title to any Lot or Living Unit."

1.29 "Rules and Regulations" means the regulations governing use of the Common Areas, Neighborhood Common Areas, Lots and Living Units, and procedures for operating the Association, as adopted, amended and rescinded 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 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 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 benefited. 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.

1.33 Reserved.

1.34 "Voting Interests" means the arrangement established in Section 2 of the Bylaws of the Association by which the Owners of each Lot or Living Unit are entitled to vote in the affairs of the Association, whenever a vote of the Owners is permitted or required as to any Association business. The total number of voting interests is 1459. There shall be only one (1) vote per Lot or Living Unit.

2. GENERAL DEVELOPMENT PLAN. The Community is a Planned Unit Development ("PUD") consisting of 1459 single and multiple family dwelling units and various recreational amenities, including an 18 hole golf course for use in accordance with the Golf Club Documents. Not all Members of the Association are Golf Members. Members of the Association have no rights to use the golf course, golf practice areas or other related facilities solely by virtue of the fact that they are Members of the Association.

2.1 Reserved.

2.2 Right to Use Common Areas. The non-exclusive right to use the Common Areas shall be appurtenant to and shall run with each Owner's Membership in the Association, subject to this Declaration and its recorded exhibits. The Association has the right to enter into Agreements with other entities for the maintenance and operation of the Common Areas and CDD Property.

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

2.4 Members' Rights and Easements.

(A) Subject to any limitation set forth in this Declaration, every Member of the Association shall have a non-exclusive right and easement for access to and the use and enjoyment of the Common Areas. The right and easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit and shall be further subject to the right of the Board of Directors of the Association to:

(1) determine the annual and special assessments to be paid by the Members.

(2) dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility.

(3) grant easements over, across or through the Common Area or any part thereof.

(4) borrow money for the accomplishment of its purposes of improving the Common Areas, and in aid thereof, to mortgage Common Areas.

(5) take such steps as are reasonably necessary to protect Common Areas against foreclosure.

(6) enforce this Declaration, the Articles of Incorporation, Bylaws of the Association; and any Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Board of Directors.

(7) charge use fees or Membership fees.

(8) assist the CDD in enforcing its rules and regulations.

(B) Delegation of Rights. Each Owner may temporarily delegate his right of use in and to the Common Areas to his non-resident guests or to tenants who occupy in the Living Unit of the Owner, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Governing Documents and the Rules and Regulations. Each Owner of a Living Unit shall be financially and legally responsible for the actions of any person to whom the Owner has delegated his right to use the Common Areas.

2.5 Conveyance and Use. Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Association 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 of the Association.

3. THE ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Association are to operate and maintain the Common Areas, including without limitation, the clubhouse and related recreation facilities, including certain pools within the Community; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Association is authorized or required to take with regard to the Community pursuant to the Governing Documents and its Rules and Regulations. The Association shall operate, insure, maintain and repair all property and related improvements designated as Common Areas. If required by governmental agencies, the Association shall accept the transfer of all permits, and assume responsibility for maintenance and monitoring of on-site and off-site wetland preserve areas located on the Common Areas.

3.1 Common Areas. The Association shall operate, maintain and hold record title to the Common Areas. The Common Areas include, but shall not be limited to, certain swimming pools that are not part of a Lot, certain roads not owned by the CDD, certain utilities serving Association property or other Common Areas, the clubhouse, meeting rooms, postal facility, tennis courts and tennis pro shop, if any, and related facilities. The Association may also maintain environmental habitat and preservation areas, surface water drainage and management systems on the Common Areas, if maintenance responsibilities are delegated to it by the CDD. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Common Areas consistent with

the Governing Documents. Use of Common Areas shall be available to all Members and their invitees, guests, family Members and tenants, subject to the Rules and Regulations and to the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units. The Association shall have, without limitation, the following powers:

(A) To exercise the rights as set forth in the Declaration.

(B) To allow public use of the clubhouse, and other recreational facilities.

(C) To lease, assign or otherwise transfer the operating rights to, and any and all profits from any restaurant, snack bar or other facility on the Common Areas to a third party.

(D) To enter into Agreements for the maintenance and operation of the Common Areas. The Association and the Golf Club have entered into a Cost Sharing Agreement relative to services and certain portions of the Common Areas. The agreement may be amended from time to time by mutual agreement between the two Boards.

(E) To enter into Agreements to cause additional properties and amenities to become Common Areas if such properties are of common benefit to the Community.

(F) To grant, modify or relocate easements across the Common Areas.

3.2 Manager. The 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 Board shall determine to be necessary or desirable.

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

3.4 Insurance. The 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 elsewhere in this Declaration. The Association additionally shall cause all persons with access to Association funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 Express and Implied Powers. The Association may exercise any rights, powers or privileges 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 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 Association may be given or taken by its Board of Directors, without a vote of the Members. The officers and Directors of the Association have a fiduciary relationship to the Association and its Members. A Member does not have the authority to act for the Association by reason of being a Member.

3.7 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Association Documents, the Board of Directors shall be required to obtain the prior approval of at least a majority of the voting interests of the Association present and voting in person, or by proxy or electronic means prior to commencing any lawsuit involving amounts in excess of $100,000.00, other than for the following purposes:

(A) collection of assessments.

(B) collection of other charges which Members are obligated to pay.

(C) enforcement of the Governing Documents.

(D) enforcement of the Rules and Regulations of the Association.

(E) in an emergency, when waiting to obtain the approval of the Member creates substantial risk of irreparable injury to the Association or its Members.

(F) filing a compulsory counterclaim.

3.8 Articles of Incorporation. The Articles of Incorporation of the Association are attached as Exhibit "B" as they may be amended from time to time.

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

3.10 Official Records. The official records of the Association, as defined by Chapter 720, Florida Statutes, as amended, shall be maintained within the State of Florida and must be open to inspection and available for photocopying as provided for in Section 720.303 (5), Florida Statutes. The 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 Association shall maintain an adequate number of copies of the Governing Documents, to ensure their availability to Members and to prospective purchasers and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 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.

3.12 Rules and Regulations. Subject to this Declaration and any other applicable recorded instrument, the Association shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of the Common Areas, Neighborhood Common Areas, Lots and Living Units. No Common Areas, Neighborhood Common Areas, Lots and Living Units shall be used in violation of any rule or regulation adopted by the Association pursuant to the Bylaws.

3.13 Acquisition of Property. Subject to Section 2.5 above, the Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The power to acquire Ownership interests in real property shall be exercised by the Board of Directors. Prior approval by at least a majority of the voting interests present and voting, in person or by proxy or electronic means, is required for real property acquisitions costing less than one million dollars ($1,000,000) in the aggregate, and prior approval of at least two-thirds (2/3) of the voting interests present and voting, in person or by proxy or electronic means, is required for acquisitions costing one million dollars or more in the aggregate. The foregoing notwithstanding, as provided in Section 9.8 below, no approval of the voting interests is required when the Association is foreclosing its lien for assessments, fees, or charges.

3.14 Disposition of Property. Subject to Section 2.5 above, any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 3.13 above.

4. **MEMBERSHIP AND VOTING RIGHTS**. The record holder of legal title, regardless of how constituted, to each Lot or Living Unit within Bonita National shall be a Member of the Association. 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 Association. Further, regardless of how title to a Lot or Living Unit is held, the Member(s) shall designate in writing what person(s) shall have the right to use the Common Areas of Bonita National. For any Lot or Living Unit owned by a Corporation, Partnership, Limited Liability Company, Trust or other fictitious entity, the person(s) so designated shall be an officer, partner, member, trustee, or beneficiary in residence, as applicable. Further, the designated person(s) shall not be changed more than once in any calendar year and no more than three times during any member's ownership, but in all events, such change shall be subject to the Board's approval in its sole and unbridled discretion. Except as otherwise provided for in this Declaration, the Articles of Incorporation, and Bylaws, each designated person shall be an owner of record for the Lot or Living Unit or if not a single individual, shall be no more than two persons, one of which is a record owner of the Lot or Living Unit who occupy the Lot or Living Unit as a Family as defined by Section 1.12 of this Declaration.

Except for temporary delegations as provided in Section 4.4 below, Common Area use rights shall not be assignable and/or transferable by any method other than the sale, lease, or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of Ownership of a Lot or Living Unit to which a Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Membership with his property. A Member's rights to use the Common Area and other recreation facilities shall be limited as set forth in this Declaration and in the Bylaws. Any attempt to separate the Membership from the interest in real property upon which it is based shall be null and void.

4.1 "Member for the Day - Private Club" In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Association may create a daily Membership to facilitate dispensing of alcoholic beverages to daily guests of the Association. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Association for daily Membership. In all events, any daily guest who has been charged for and paid a fee for use of any amenity controlled by either the Association or the Golf Club shall be considered a Member for that day. Any person granted daily Membership shall be subject to this Declaration, the Bylaws and the Rules and Regulations. However, they shall not:

(A) have the rights and privileges granted to members in Section 2.3 of the Bylaws,

(B) be permitted to delegate their rights to use the common areas to others, or

(C) be required to purchase a minimum amount of food and or beverage from the Association.

4.2 Voting. Members shall have one equal vote for each Lot or Living Unit in which they hold the interest required for Membership under Section 4, except that there shall be only one vote per Lot or Living Unit and no vote shall be exercised for any property which is exempt from assessment under Section 9.9.

4.3 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 Association, by and through its Board of Directors, to:

1. adopt the annual budget and to determine the annual assessments to be paid by Members.

2. 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.

3. 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 Association's Governing Documents or Rules and Regulations.

4. dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility.

5. grant easements over, across or through the Common Areas.

6. open the Common Areas, for use by non-Members of the Association, or non-Owners.

7. borrow up to one million dollars ($1,000,000.00) with the prior assent of a majority of the voting interests, present and voting, in person or by proxy, and with the prior assent of at least two-thirds (2/3) of the voting interests present and voting, in person or by proxy, to borrow more than one million dollars ($1,000,000.00) for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

8. take such steps as are reasonably necessary to protect the Common Areas.

9. close or restrict access to the Common Areas for limited periods of time to conduct special events, or to make repairs or approved improvements or alterations.

10. regulate parking and traffic on the private roads within Bonita National, including without limitation the use of access gates or speed bumps.

(B) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association; and any Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Association.

(C) The right of the CDD, to exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes.

(D) The right of the Association to dedicate or transfer Ownership or control of all or any part of the Common Areas to the CDD or any other governmental agency, public authority, or utility.

4.4 Delegation of Use Rights In Common Areas. Guests shall have the right to use the Common Areas, but only to the extent provided in Section 2.4(B) of this Declaration, Section 2.4 of the Bylaws, or in the Association's Rules and Regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Association for the actions and debts to the 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 Association assessments. 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.

4.5 Reserved.

4.6 Credit. The Association may implement a policy of not accepting cash payments and may require that each Member and resident guest open an account with a nationally recognized credit card, to which all purchases of goods and services from the clubhouse, pro shop, dining room and other facilities may be charged.

4.7 Minimum Purchases. The Association requires each Member to purchase at least a minimum amount of food from the Association or be billed for the minimum amount. The food minimum shall be established by the Board of Directors once per year, effective on January 1st of the succeeding year, by giving at least thirty (30) days' notice of the amount to the Members and included in their annual assessment. The Board of Directors at their discretion may include beverages in the food minimum.

5. GENERAL COVENANTS AND USE RESTRICTIONS.

5.1 Residential Use. Each Living Unit shall be occupied by only one family and its temporary guests at any time, as a residence and for no other purpose. No time-sharing, business or commercial activity shall be conducted in or from any Living Unit. Co-Ownership of units is permitted. However, if the co-Owners are other than husband and wife, the co-Owners shall designate one (1) of the co-Owners as the "primary occupant." The use of the Living Unit by other co-Owners shall be as though the primary occupant were the only actual Owner. Those co-Owner(s) who have not been designated as the primary occupant shall be treated as guests of the primary occupant. Both the initial approval and the continued approval of a trustee, corporation, or other entity as an Owner, shall be conditioned upon designation of one (1) natural person to be the "primary occupant", and the use of the Living Unit by other persons shall be as though the primary occupant were the only actual Owner. Those co-Owner(s) who have not been designated as the primary occupant shall be treated as guests of the primary occupant. Any change in the primary occupant shall be treated as a transfer of Ownership by sale or gift. No more than one (1) such change shall be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning and not to create circumstances in which the Living Unit may be used as short term accommodations for several families or individuals. No person may publicly advertise the address of a Living Unit as the address of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This Section 5.1 shall not be construed to prohibit any Living Unit occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Living Unit, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Living Unit. Such uses are expressly declared customarily incident to residential use. This Section 5.1 is, however, intended to prohibit commercial or business activity by an Owner which would noticeably change the residential ambiance of the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, or by employees and business associates, or by customers and clients.

5.2 Occupancy of Living Unit when Owner is not in Residence. An Owner may occasionally allow family, friends or business associates in reasonable numbers to temporarily occupy his Living Unit in his absence. Except as otherwise provided in Section 5.3 below, this provision is not intended to allow any Owner to use his Living Unit as short-term transient accommodations for several individuals or families. The Owner must register all guests with the Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require, and obtain a Guest Membership Pass for each guest. The Owner is responsible for the conduct of his guests. When the Owner is not in residence, no more than six (6) overnight occupants (including the Owner and his family) are allowed at any time.

5.3 Leasing. The Board of Directors has the right but not the obligation to approve leases for Living Units. If the Board chooses to exercise its right to approve leases, it shall adopt, by Board resolution, the procedure and criteria for approval of all leases, which shall apply to all leases subsequent to the adoption of the resolution. However, in all cases, the requirements of this Section 5.3 shall apply to any lease for a Living Unit in Bonita National. The minimum allowable lease period shall be thirty (30) consecutive days. No Living Unit may be rented or leased more than twelve (12) times per year. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions:

(A) The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require.

(B) No lease may be for a period of less than thirty (30) consecutive days.

(C) No subleasing or assignment of lease rights is allowed.

(D) No one but the lessee, its family and guests may occupy the Living Unit during a lease, not to exceed six occupants per residence.

(E) All lessees must comply with the BNHOA Family and Friends Guest Pass Policy.

(F) Unless the lease expressly provides otherwise, all leases shall transfer the Member's right to use the Common Areas of the Association to the Tenant and the Owner shall have no right to use the Common Areas of the Association, except as the guest of another Member.

All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable to and enforceable against any person occupying a Living Unit as a lessee or guest, to the same extent as against an owner, and a covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Governing Documents, designating the Association as the owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease, and whether specifically expressed in such lease or not. Any lease entered into without notice, or otherwise in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the owner.

5.4 Nuisance. No Member shall use or permit a Living Unit to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Living Unit or which would not be consistent with the maintenance of the highest standards for the first class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Living Unit, Common Area and the Neighborhood Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly or offensive activity shall be carried on upon any Lot or in any Living Unit, nor shall any Owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

5.5 Temporary Structures. Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent.

5.6 Signs. Exhibit "D" is deleted. In order to maintain an attractive community, regulations governing signage shall be defined in the Association's Rules and Regulations and/or ARC Guidelines and may be amended from time to time by the Board of Directors.

5.7 Appearance; Refuse Disposal. Each Owner shall keep his Lot and Living Unit free of trash and debris and shall reasonably maintain his Living Unit to include but not limited to removal of excessive mold from roofs, walls and driveways, repainting exterior walls and fixtures and subject to Section 15.3 below, replacing dead landscaping. Personal property of residents shall not be left on the lawns or landscaped areas outside the Living Units. Trash, garbage or other waste must be kept in appropriate containers suitably screened from view from the street and adjacent Lots. Garbage containers must be kept overnight in closed garages, or other bear-proof enclosures, and may not be placed at the curb until the morning of collection. Porches, and lanais shall be used only for the purposes intended and shall not be used for hanging or drying clothing, for outdoor cooking in multi-family units except in accordance with applicable laws, ordinances and codes, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

5.8 Maintenance. The Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Lot Owner is given no less than five (5) days' notice of the Association's intent to do so, which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of the Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Association's attorney fees and other costs in connection with the lien and foreclosure.

5.9 Awnings and Windows. Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval and control of the ARC.

5.10 Fences. No fence, wall, hedge or other physical and visual barrier shall be erected in the Neighborhood Common Areas, except as originally installed by Declarant, or as approved by the ARC.

5.11 Driveways. Residential driveways must be paved with paver blocks, or another hard surface material approved by the Association and their cleanliness, maintenance and repair are the responsibility of the Lot or Living Unit owner. .

5.12 Water Supply; Wells; Water Rights. Each Living Unit may be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All 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 utility provider(s) providing service to Bonita National. No Owner may install or operate a private well for any reason, including operation of a water source heat pump.

5.13 Landscaping. The Association has the right, but not the obligation, to assume the responsibility to maintain the exterior landscaped portions of the Lots and Living Units within Bonita National, which includes lawn, shrubs, trees, and other landscaping, except for any areas enclosed by fencing or other screening or otherwise not readily accessible from outside the Lots or Living Units. The Association's costs associated with the maintenance described in this Section shall be a Common Expense of the Association and shall be allocated among all Lots or Living Units pursuant to Section 9.1 of the Declaration; provided, if appropriate, costs may be assessed as a Specific Assessment in, accordance with Section 9.5 of the Declaration. Notwithstanding the foregoing, upon request by a Neighborhood Association, the Association can delegate is rights, duties, and obligations under this Section to a Neighborhood Association so long as the Neighborhood Association complies with the provision of this Section. The Association shall have

a perpetual non- exclusive easement over all of Bonita National, including the Living Units (but not inside any structure within a Living Unit), for the purpose of performing its maintenance responsibilities under this Section. Such easement may be exercised, without prior notice, by the Association, its officers, directors, employees, agents, and contractors, and entry upon any Living Unit for such purpose shall not be deemed a trespass. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the ARC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Living Unit and the Living Unit's privacy walls, unless approved by the ARC.

5.14 Pets. The Owner of each Living Unit may keep not more than two (2) pets of a normal domesticated household type (cats or dogs only) in the Living Unit. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association. Animals must be carried by hand or in a pet carriage or leashed at all times while outside of the Living Unit. Animals are not permitted to be free ranging. The Owner is responsible for the care and supervision of any animal kept in his or her Living Unit, including cleaning up after it, and may be held liable for any personal injury or damage it may cause. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which poses a direct threat to the health and safety of others or becomes a source of unreasonable annoyances to other residents of the Properties. No reptiles, amphibians, poultry, swine or livestock may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked. Pets may not be brought or kept within the Properties for any commercial purposes, including boarding, grooming, or breeding.

5.15 Parking and Storage of Vehicles. Except for service vehicles temporarily present on the property, Owners and occupants of Living Units may not park, store or keep on the Properties, any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motor home, bus, tractor, golf cart or any other such vehicle, unless it is enclosed within a garage. Covered vehicles are not permitted to be stored on the property unless within an enclosed garage. Wave runners, canoes, boats, kayaks, surf boards or other such recreational objects are not permitted on vehicles parked for more than six (6) hours, stored, or kept on driveways, streets, grassed or landscaped areas, or designated parking areas. No person may park, store, or keep any motor vehicle on grassed or landscaped areas, or any places outside of paved driveways, garages, or other designated parking areas. Vehicles which are in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each Owner is specifically cautioned that he and the other occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this paragraph "keep" or "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept more than two (2) times in any month. Any vehicle parked in violation of this Section is subject to being towed away at the Owner's expense without further warning.

5.16 Antennas, Radio Equipment 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 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 Association shall be empowered to adopt rules governing the types of antennae, restrictions

relating to safety, location and maintenance of antennae. The 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 ARC. An approved flagpole shall not be used to mount an antenna. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment.

6. ARCHITECTURAL AND AESTHETIC CONTROL.

6.1 General. 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 Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who are Members of the 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 Guidelines. The Declarant has prepared the initial Community Development Standards and Design Guidelines, which contain general provisions applicable to all of the Properties as well as specific provisions which may vary from Neighborhood to Neighborhood. The Community Development Standards and Design Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the ARC in considering applications hereunder. The Community Development Standards and Design Guidelines are not the exclusive basis for decisions of the ARC and compliance with the Community Development Standards and Design does not guarantee approval of any application.

The ARC shall have the authority to recommend amendments of the Community Development Standards and Design Guidelines to the Board of Directors. Any such amendments shall take effect upon approval of the Board of Directors. Any amendments to the Community Development Standards and Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Community Development Standards and Design Guidelines, provided such amendments may remove requirements previously imposed or otherwise make the Community Development Standards and Design Guidelines less restrictive.

The ARC shall make the Community Development Standards and Design Guidelines available to Owners, and contractors who seek to engage in development or construction within the Properties. The Community Development Standards and Design Guidelines may be amended from time to time. All amendments shall be prospective only.

6.4 Powers. The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of local ordinances for Bonita National to:

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

(B) 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, Living Unit 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.

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

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

6.5 Enforcement. Any decisions of the ARC shall be enforced by the Neighborhood Association involved, if applicable, as well as by the Association.

6.6 Reserved.

6.7 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Community Development Standards and Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

6.8 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, safety, or aesthetic or environmental considerations require. ARC may reverse previously granted variances for reasons of safety. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.9 Limitation of Liability. The standards and procedures established by this Section 6 are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties, but shall not create any duty to any person. Review and approval of any application pursuant to

this Section 6 is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design nor for ensuring that the dwelling units are marketable. Neither the Association, the Board, any committee, nor Member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, nor for any defects in plans revised or approved hereunder, nor for any injury, damages, nor loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association.

7. **EASEMENTS**. In addition to any easements created elsewhere herein or that otherwise exist on the Properties, easements are hereby provided for:

7.1 **Utilities, Services and Support**. Each Lot, Living Unit, Common Area (except Conservation Areas) and Neighborhood Common Area 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 gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Living Unit, the Common Area and Neighborhood Common Area 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, those easements described herein and those shown upon the recorded plat of the Community, and there are also reserved such easements and rights-of-way for any other purposes as the Association in its sole discretion may in the future grant.

(B) If any agreement is entered into by the 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 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 TV and Telecommunications System**. The Association has the right, without obligation, to construct, install, or replace over, through, under, across and upon portions 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 telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems (all or any part of which shall be referred herein collectively as the "System"). The Association shall have a perpetual and exclusive right, privilege, easement and right-of-way for the maintenance or replacement of the System together with a perpetual and exclusive right and privilege of:

(A) Unlimited ingress and egress thereto for 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 the Association.

7.3 Contracts With Service Providers. The Association shall have the right to enter into Contracts for the exclusive provision of the System, as the Association shall deem, in its sole discretion, to be in the best interest of the Community. The Association may receive valuable consideration for the grant of the exclusive right to provide System services.

7.4 Collection of "System" Assessments by 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. As used herein, the term "contractual designee" means the service provider with which the Association contracts for the furnishing of System services. The 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 Easements for Playing Golf. Non-specific, non-exclusive easements are hereby created for the benefit of the Golf Club and users of the golf course over all Lots, Living Units, Neighborhood Common Areas, and Common Areas adjacent to the golf course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Living Units or Common Areas, the landing of errant golf balls upon the Lots, Living Units or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the golf course (and this golf course easement over as herein set out), the usual and common noises and other disturbances created by maintenance of the course and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course.

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

(1) maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset.

(2) during certain periods of the year, the golf course will be heavily fertilized.

(3) the maintenance of the golf course may require the use of chemicals and pesticides.

(4) the golf course may be watered with reclaimed water.

(5) golf balls are not susceptible of being easily controlled and accordingly may enter Owner's airspace, strike Owner, Owner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage.

The Association and its Members (in their capacity as Members), the developer and any successor in title to the golf course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("Released Parties"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot Owner's use or enjoyment of the Lot, (b) improper design of

the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot, that may result from property damage or personal injury from golf balls (regardless of number) hit on a Lot or Living Unit or adjacent roadways, or from the exercise by any golfer of the easements granted herein.

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

7.7 **Golf Course and Cart Paths**. The golf course, including its cart paths, is not part of the common areas. Owner's, their guests, tenants, and invitees are prohibited from using the golf course in any way other than its intended use. Use of the golf course, as set forth herein, is subject to further regulation by the Golf Club. Any Owner, on behalf of itself, and any guest, tenant, or invitee, hereby indemnifies and holds harmless the Association and the Golf Club from any and all claims or losses arising from prohibited use of the golf course.

7.8 **Reserved.**

7.9 **Additional Easements**. In addition to any other easements granted herein or elsewhere, the following easements shall be reserved, granted and/or dedicated as the circumstances dictate:

(A) An easement for drainage and stormwater management in the favor of the Association, and Golf Club over all Tracts designated, now or in the future, on any recorded subdivision plats as "Lake Tracts", "L-Tracts", "EFW", "WFW", "Drainage Easements", "Surface Water Management", or any other tract designation for drainage or stormwater management.

(B) An easement in favor of the Golf Club for construction, operation, renovation, improvement and maintenance of the golf course and its components over all tracts identified as "Lake Tracts", "L- Tracts", "Common Area Tracts", "Right-of-Way Tracts" and "Buffer Tracts" so long as such use does not interfere with the purposes set forth for such tracts on the recorded subdivision plats.

(C) An easement in favor of the CDD and Golf Club over Common Areas for the operation, maintenance, repair and replacement of irrigation lines and pumps reasonably necessary to serve the Golf Course and property owned by the CDD, so long as such activities do not interfere with use of the Common Areas.

(D) An easement in favor of the CDD over the golf course for drainage, irrigation and access to such drainage and irrigation facilities, so long as such use does not interfere with the use of the golf course for its intended purposes.

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

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

Prior to the exercising of the easements set forth above, the party exercising its easement rights shall notify the owner of the property burdened by the easement and reasonably coordinate its use of the easement.

8. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

8.1 Designation. The real property within the Common Areas has been conveyed to the Association. The Association shall have the right to charge reasonable fees, rents, or other charges for the use of the property.

8.2 Conveyance and Use. The legal title to the Common Areas was conveyed to the Association by quit claim deed, and the Association accepted such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Association shall be responsible for the maintenance and administration of all areas and facilities designated as Common Areas.

(A) Any real property conveyed to the Association 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.

(B) The property conveyed to the Association includes any governmental permits pertaining to said property.

8.3 Maintenance and Alteration. The Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas 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. There shall be no material alterations of or substantial additions to the Common Areas costing more than $100,000, but less than $1,000,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Members of the Association present and voting, in person or by proxy, and for such projects costing $1,000,000 or more unless first approved by at least two-thirds (2/3) of the voting interests present and voting, in person or by proxy or electronic means. However, if work that is reasonably necessary to meet the Association's obligations under the first sentence of this Section 8.3 also constitutes a material alteration or substantial addition, no prior Membership approval is required. The Owners have the right to enforce, by appropriate legal means, the Association's duty to operate, maintain, repair, replace and insure the Common Areas, including without limitation all improvements placed thereon.

8.4 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the 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. Nothing herein shall be construed to prohibit judicial partition of any Lot or Living Unit owned in co-tenancy.

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

8.6 Expansion or Modification of Common Areas. Additions or modifications to the Common Area as may be made if not inconsistent with the applicable governmental permits and regulation and any amendments thereto.

9. ASSESSMENTS.

9.1 Budgeting and Allocating Common Expenses. The Association is hereby authorized to levy Base Assessments against all Lots and Living Units subject to assessment under Section 9.6 to fund the Common Expenses. The Board, in its discretion, may establish the rate of assessment equally against all Lots or Living Units within Bonita National, or the Board may establish different rates based on the type of Lots or Living Unit within a Neighborhood (e.g. single family detached, coach home, condominium unit, commercial unit, etc.), provided that such rate shall be equal for all Neighborhoods of similar product type. In determining the Base Assessment rate per Lot or Living Unit, the Board may consider any assessment income expected to be generated from all Lots or Living Units. If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements set forth in this Declaration, the Bylaws or pursuant to Florida law.

9.2 Budgeting and Allocating Neighborhood Expenses. At least 60 days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood expenses, if any, for each Neighborhood on whose behalf Neighborhood expenses are expected to be incurred during the coming year as authorized by this Declaration or any Supplemental Declaration applicable to such Neighborhood. The budget of Neighborhood expenses shall also include any costs for additional services or a higher level of services which the Association and the Neighborhood have agreed upon additional services not otherwise provided for. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses.

The Association is hereby authorized to levy Neighborhood Assessments equally against all Lots or Living Units in the Neighborhood which are subject to assessment under Section 9.6 to fund Neighborhood expenses incurred by the Association to perform an activity or function which should have, pursuant to the Governing Documents or the governing documents of the Neighborhood Association, been performed by the Neighborhood Association. If the proposed budget for any Neighborhood is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements set forth in this Declaration, the Bylaws or pursuant to Florida law.

9.3 Budgeting for Reserves. The Board may, but shall not be obligated to, periodically prepare a reserve budget for the Common Areas. In the event that the Board elects to fund voluntary, non-statutory reserves under this Section 9.3, the reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Funding for any such reserves shall be funded primarily through the capitalization assessments specified in Section 9.10; provided, however, the Board may, but shall not be obligated to, include a capital contribution in the Common Expense budget adopted pursuant to Section 9.1 to fund reserves.

9.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire Membership, if such Special Assessment is for Common Expenses, or against the Lots or Living Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Living Unit as follows:

(A) to cover the costs, including overhead and administrative costs, of providing services to Lots or Living Units upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(B) to cover costs incurred in bringing the Living Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Living Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (B).

The Association may also levy a Specific Assessment against the Lots or Living Units within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners representing the Neighborhood before levying any such assessment.

9.6 Authority to Assess Owners; Time of Payment. The Association is hereby authorized to levy assessments as provided for in this Section and elsewhere in the Governing Documents. The obligation to pay Base Assessments, Special Assessments, and Neighborhood Assessments shall commence as to each Lot or Living Unit on the first day of the month following: (a) the month in which the Lot or Living Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Section, whichever is later, and shall be disclosed in any and all contracts relating to the purchase and sale of any Lots or Living Units. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Lot or Living Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot or Living Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments, including but not limited to Base Assessments, Special Assessments, and Capital Assessments as provided in Section 9.10 of this Declaration, at closing of the transfer of title to a Lot or Living Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot or Living Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

The Association may, but shall not be obligated to, provide the Association's budgets and notices of assessment for the Base Assessments, Special Assessments, and any Neighborhood Assessments of all Owners within a Neighborhood to its governing Neighborhood Association, if applicable. If so directed by the Association, the Neighborhood Association shall be responsible for billing, collecting, and remitting all amounts due from all Owners in such Neighborhood to the Association in accordance with such procedures as may be established by the Board. Notwithstanding the Association's delegation of billing and collection to the Neighborhood Association, in the event of delinquency, the Association shall reserve all rights and powers of collection as set forth in this Section.

9.7 Obligation for Assessments.

9.7.1 Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest computed from its due date at maximum rate allowed by Florida law (currently 18%) per annum late charges as determined by Board resolution subject to the limitations of Florida law, costs, fees, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot and Living Unit until paid in full. Upon a transfer of title to a Lot or Living Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments, if any, on the same basis as during the last year for which an assessment was made, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot or Living Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment which may be relied upon by any person other than the Owner of the Lot or Living Unit requesting such certificate. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

9.7.2 Reserved.

9.8 Lien for Assessments. The Association shall have a lien against each Lot and Living Unit to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and recorded prior to the date the Association perfects its lien. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law.

The Association may bid for the Lot or Living Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot or Living Unit. While a Lot or Living Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf, (b) no assessment shall be levied on it; and (c) each other Lot and Living Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot or Living Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The record Owner of legal title of each Lot or Living Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while the Owner. Multiple Owners are jointly and severally liable. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot or Living Unit for which the assessments are made, or by interruption in the availability of the Lot, Living Unit or Common Area for any reason whatsoever. Except as provided in the following paragraph, whenever title to a Lot or Living Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

A first mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure, in which the Association has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Florida Statutes, as such may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law.

9.9 Exempt Property. The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

(A) All Common Areas,

(B) Any property conveyed, sold or dedicated to and accepted by any governmental authority or public utility. Such property shall also be exempt from payment of CDD Levies;

(C) Neighborhood Common Area;

(D) The golf course, golf practice area and related facilities; and

(E) CDD Properties;

In addition, the Association shall have the right but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

9.10 Capitalization of Association. Upon acquisition of record title to a Lot or Living Unit by the first Owner thereof other than the Declarant and upon each subsequent transfer or conveyance of any type whatsoever, a contribution shall be made by or on behalf of the purchaser to the Association in an amount established by resolution of the Board of Directors. Said funds may be used for any purpose whatsoever in the discretion of the Board, including but not limited to, using said funds to fund or pay any operating deficit or any operating expense. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be paid to the Association by separate check upon the closing or other settlement of the transfer or conveyance of the Lot or Living Unit. Any unpaid capitalization assessment shall constitute a lien in favor of the Association against the Lot or Living Unit as provided in this Section.

Notwithstanding the foregoing, a capitalization assessment shall not be levied in the following instances:

(A) Conveyance of a Lot or Living Unit by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot or Living Unit was exempted from payment of the capitalization assessment pursuant to this subsection, then this subsection shall not apply and the Lot or Living Unit shall be subject to the capitalization assessment;

(B) Conveyance of a Lot or Living Unit by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot or Living Unit was exempted from payment of the capitalization assessment pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the capitalization assessment; and

(C) Conveyance of an undivided interest in a Lot or Living Unit by the Owner thereof to any then existing co-Owner(s) of such Lot or Living Unit.

9.11 Reserved.

9.12 Resale Capital Assessment. In addition to the Initial Capital Assessments, the 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, the manner of payment, and whether the assessment is treated as income (to pay operating expenses) or as capital reserve contributions, 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. Unless subsequently adjusted by the Board, the amount of the Resale Capital Assessment shall be initially set as $1,250.00. 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, and shall also refer to 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 foreclosure of a lien, or 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. Resale Capital Assessments shall be considered an assessment and can be collected as such in accordance with the provisions of this Section 9.

9.13 Exempt Transfers. Notwithstanding the above, no resale capital contribution shall be levied upon transfer of title to a Living Unit:

(A) by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Living Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Living Unit shall be subject to the transfer fee;

(B) by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Living Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Living Unit shall be subject to the transfer fee; and

(C) of an undivided interest in a Living Unit by the Owner thereof to any then existing co-Owner(s) of such Living Unit; or

(D) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

10. COVENANT AND RULE ENFORCEMENT.

10.1 Enforcement Action. Judicial enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Joint Enforcement. Pursuant to section 2.6 of the Bylaws, the Association may enter into an agreement with the Golf Club to establish procedures for the joint enforcement of the various governing documents and rules and regulations of the Association and the Golf Club. In the event that the Association and the Golf Club enter into such Joint Enforcement Agreement, the Association shall have the authority to impose common facility use right suspensions in the Common Areas of the Association for the violation of the Governing Documents and/or rules and regulations of the Golf Club. The right to impose such common facility use right suspensions pursuant to a Joint Enforcement Agreement, is in addition to any other enforcement right contained herein, including the right to impose common facility use right suspensions of the Common Areas of the Association for violations of the Governing Documents or rules and regulations of the Association.

10.3 Self-Help Remedies. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

10.4 Suspension of Common Area Use Rights; Fines. The Association may suspend, for a reasonable period of time, the rights of a Member or a Member's occupants, licensees, tenants, guests, or invitees to use common areas and facilities, and may levy reasonable fines, not to exceed $500 per violation, per day, up to $5,000 for a continuing violation, against any Member or any tenant, guest, or invitee.

(A) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or 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 Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(B) The requirements of this subsection 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 monetary obligations when due.

(C) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Lot or Living Unit to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(D) Collection of Fines. A fine of $1,000 or greater shall be treated as a special charge due to the Association ten (10) days after written notice from the 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 be the subject of a late payment fee and/or a lien per Section 720.305, Florida Statutes. In addition, any fine of $1,000 or greater that is not paid by the due date, plus costs, fees, and attorney's fees, shall be the obligation of each owner and shall be secured by a lien upon each Lot or Living Unit until paid in full.

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

(F) 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 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 Association may otherwise be entitled to recover at law from such Owner.

11. NEIGHBORHOOD ASSOCIATIONS.

11.1 Enforcement of Covenants by the Association. If any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, the Association 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 this Declaration.

11.2 Entry Rights. Each Neighborhood Association and each Owner shall permit the Association or any authorized agent or employee of the Association, 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 Association into the interior of any Living Unit that is owned by a person other than the Association, except in emergency.

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

11.4 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. BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT.

12.1 Establishment: Powers. Upon the petition of Beach Road Development, L. P., the Council of the City of Bonita Springs has established the Beach Road Golf Estates Community Development District ("CDD"), as contemplated by and in accordance with Chapter 190, Florida Statutes. Each Owner hereby acknowledges that the Property lies within the CDD created by the

Council of the City of Bonita Springs pursuant to Chapter 190, Florida Statutes. The CDD has been granted all general powers authorized pursuant to Section 190.011, Florida Statutes and the special powers described in Section 190.012(1), Florida Statutes. The CDD may provide and operate certain infrastructure facilities and community development services and has the authority to levy and collect fees, rates, charges, taxes and assessments ("CDD Levies") to pay for, finance and provide such facilities and services. These CDD Levies pay for the principal and debt service, acquisition, construction, operation, and/or maintenance costs of certain public facilities within the CDD. The CDD Levies for principal and debt service relating to acquisition and/or construction of systems and facilities for basic infrastructure are hereinafter referred to as "Capital Assessments". The CDD Levies for operation and maintenance are hereinafter referred to as O&M Assessments". The O&M Assessments are set annually by the Board of Supervisors of the CDD. These CDD Levies are in addition to county and all other taxes and assessments provided for by law. These CDD Levies will either appear on the annual real estate tax bill for each property Owner in which case they will be payable directly to the Lee County Tax Collector or they will appear on a separate bill issued to each Owner by the CDD. All CDD Levies constitute a lien upon those portions of the Property owned by any Owner. The CDD may be responsible for, without limitation, stormwater management (drainage control), the surface water management system, water and sewer utilities, the guardhouse and entrance gate, the bridge, landscaping around the exterior and the entrance road, arterial street lighting and arterial landscape lighting, all landscaping and certain Common Areas, the force main and water mains, and wetland mitigation, and the creation and preservation of environmental upland enhancements. Purchaser acknowledges and agrees that other services may be added to or removed from CDD's responsibilities in Seller's and/or CDD's sole and absolute discretion.

12.2 Taxes and Assessments.

THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED BY LAW. THESE TAXES AND ASSESSMENTS WILL EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND WILL BE PAYABLE DIRECTLY TO THE LEE COUNTY TAX COLLECTOR OR WILL APPEAR ON A SEPARATE BILL ISSUED TO EACH OWNER BY THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS OF THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT.

BY ACCEPTANCE OF A DEED TO A RESIDENTIAL UNIT AND/OR SITE, OR ANY INTEREST THEREIN, EACH OWNER HEREBY AGREES (I) TO PAY ANY AND ALL FEES, CHARGES, TAXES AND ASSESSMENTS IMPOSED BY THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT WITH RESPECT TO THE OWNER'S UNIT, (II) TO ABIDE BY ALL OF THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT'S REGULATIONS, AS THEY MAY BE

AMENDED FROM TIME TO TIME, AND (III) TO DISCLOSE IN WRITING TO ANY SUBSEQUENT PURCHASER OF THE OWNER'S UNIT THAT SUCH PROPERTY IS WITHIN THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT, THE FUNCTION OF THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT AND THAT SUCH PURCHASER SHALL BE SUBJECT TO BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT ASSESSMENTS.

12.3 Issuance of 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 bonds may be funded by non-ad valorem taxes on all the taxable property within the district, 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 bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

12.4 CDD Levies. CDD Levies consist of Capital Assessments and O&M Assessments as previously defined. Capital Assessments are imposed to secure bonds issued by the CDD. Bonds maturing in less than fifteen (15) years and structured with interest only payments until maturity are hereinafter referenced as "Series B Bonds" and the Capital Assessments securing Series B Bonds are referenced as "Series B Special Assessments". Bonds maturing in approximately thirty (30) years (exclusive of capitalized interest) and structured with approximately annual level debt service, are referenced as "Series A Bonds" and Capital Assessments securing Series A Bonds are referenced as "Series A Special Assessments".

Each Owner agrees, by acceptance of a deed or other instrument conveying title to any Lot or Living Unit or any other portion of the Property, for itself, its successors or assigns, to pay any and all CDD Levies imposed by the CDD with respect to the Lot or Living Unit or other portion of the Property owned by such Owner and to abide by all of the CDD's rules and regulations, as may be amended from time to time, all in accordance with Chapter 190, Florida Statutes.

12.5 CDD Property Becoming Common Area. If the Association determines that it is in the best interest of the Properties for any of the CDD property to become Common Area, and if the Association and the CDD determine that such property should be conveyed to the Association, the CDD shall convey to the Association fee simple title to those portions of the CDD property which are to become Common Area.

12.6 Common Area Becoming CDD Property. If the Association determines, subject to any governmental requirements, that it is in the best interests of the Properties for any portion(s) of the Common Area to be owned and/or administered by the CDD, rather than by the Association, such portions of the Common Area shall cease to be Common Area, and shall thereafter be considered CDD property, even if legal title has not been deeded to the CDD. When a part of the Property becomes CDD property, the expenses of administration and maintenance shall cease to be Association Expenses. If required by law, or if deemed by the Association to be in the best interests of the Properties, the Association shall convey to the CDD the legal title to any Common Area which becomes CDD property.

13. ENVIRONMENTAL AREAS AND ISSUES.

13.1 Assignment of Responsibilities. Within and adjacent to Bonita National there are various types of property such as wetlands, drainage areas, conservation areas, open spaces and buffers

upon which restrictions, monitoring requirements, or other obligations may be imposed by local, state, federal or other governmental agencies. The Association may from time to time and at any time deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to the CDD, which shall accept, own, maintain, and preserve the foregoing areas in accordance with the requirements of such agencies. All such areas that are conveyed, transferred, assigned to the Association, or otherwise placed within the Association's responsibility, shall become a portion of the Common Area, and the Ownership, operation, and maintenance thereof shall be a Common Expense. Alternatively, the Association may deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to another community association, tax-exempt organization, community development district, or similar type entity with which the Association shall cooperate, perform the responsibilities and obligations as set forth therein, and share in the costs.

Any of the properties and responsibilities within, adjacent to, or benefiting Bonita National such as wetlands, drainage areas, conservation areas, open spaces, signage, landscaping, and buffers may be included within the jurisdiction of the CDD. The Association shall cooperate with and perform the responsibilities delegated to it by the CDD.

13.2 Surface Water Management System.

(A) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System reserved for, or intended by the Association to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any permits therefor, or plat or instrument of record, without the specific written permission of the Association.

(B) An Owner or Neighborhood Association shall in no way deny or prevent ingress and egress by the Association, the South Florida Water Management District or the CDD to such Surface Water Management System and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Association, the South Florida Water Management District, the CDD, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(C) No Lot or Living Unit shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established Surface Water Management System without the prior written consent of the Association, the South Florida Water Management District, the CDD.

(D) Water management for any Lot, Living Unit or Neighborhood shall be provided in accordance with the overall Surface Water Management System for the Properties. Surface water drainage and management including but not limited to, stormwater treatment and storage capacity, shall conform to the overall Surface Water Management System requirements and permits for the Properties and meet with the approval of the Association, and the CDD.

(E) Lakes and spillways in the Bonita National are not visual amenities to the Properties, but are part of a functioning water management system. As such, the water levels in the lakes are not guaranteed, and will fluctuate from time to time.

(F) The use of any lake or wetland within the Bonita National is managed by the Association or the CDD. No Owner may use the lakes within any part of the Properties in any manner except as may be permitted from time to time by the Association or the CDD at the

Association's or the CDD's sole and absolute discretion. Owners shall cooperate in maintaining the same in a clean, attractive, pristine manner in order to be aesthetically pleasing.

(G) No boats or other watercraft powered by gasoline or diesel fuel shall be permitted on any body of water within Properties except as may be required by the Association, the CDD. Boat usage is expressly limited to the maintenance of the Surface Water Management System and the Aqua Range.

(H) The use of pesticides in any lake or wetland is prohibited, excepting only any such use by the Association, the CDD.

(I) No wells may be drilled, dug or installed within any Lot or Living Unit, Common Area or common element of any condominium except by the Association or with the Association's written consent.

The South Florida Water Management District shall have the right to take enforcement actions, including civil actions for an injunction or penalty, against the violating party in order to compel the correction of any outstanding violations or problems with the surface water management system or conservation or mitigation areas. Each Owner hereby agree to indemnify and hold the Association, the CDD, and the Golf Club harmless from any and all claims, causes of action, injuries, and damages of any kind or nature, including without limitation actual attorney and paralegal fees, court costs, and other disbursements, including attorney and paralegal fees incurred on appeal, incurred by the CDD, the Association, or the Golf Club as a result of such Owner's use or misuse of any of the lakes or other bodies of water regardless of the type within the Properties.

13.3 Conservation Areas.

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION OR THE CDD AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED 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 - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; 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.

Any portions of the Common Area designated as a conservation area shall be maintained and preserved by the Association in accordance with the rules and regulations of Lee County, Florida as well as the South Florida Water Management District and any recorded conservation easement. The Association shall not, and it shall not allow any person to, undertake or perform any activity or improvements to a conservation area, or remove any native vegetation, without the prior approval of the foregoing agencies. No excavation, placement of debris, dumping, construction, or other activity shall be permitted in a conservation area.

13.4 Open Space and Buffers. Any property conveyed or dedicated to the Association or the CDD, which is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records, shall be owned and maintained by the Association or the CDD in a natural open condition. The Association, the CDD, or any

Owner shall not do anything that diminishes or destroys the open space, buffers, preserve area or conservation areas, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

Any landscape buffer installed and maintained in the Common Area under requirements of Lee County ordinances, or the requirements of any other governmental entity, and which is located in an easement area shall be permanently maintained by the Association. In the event that any portion of the landscaping consisting of trees and shrubs in such easement areas are removed, the Association shall replace the trees and shrubs with like size and species as a Common Expense of the Association and without expense to Lee County, Florida or such other governmental entity with jurisdiction over the buffer.

13.5 Effluent Disposal and Water Supply. By the act of purchasing or occupying a Lot or Living Unit within the Properties, all Owners understand and irrevocably consent to the possibility of irrigation of the Common Area and other areas within the Properties 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.

All Lots, Living Units and Neighborhoods within the Properties may 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 spigots on the exterior portion of a structure shall be connected to the potable water line. OWNERS ARE HEREBY ADVISED THAT THE EFFLUENT AND NON-POTABLE WATER EMANATING FROM THE NON-POTABLE WATER SYSTEMS THROUGHOUT THE PROPERTIES MAY NOT BE SAFE OR APPROVED FOR HUMAN OR ANIMAL CONSUMPTION. ONLY THE POTABLE WATER AVAILABLE AT THE PROPERTIES SHALL BE CONSUMED. Each Owner and Neighborhood Association shall be required to connect the water lines on his Lot, Living Unit or Neighborhood Common Area to the lines of the utility provider(s) providing service within the Properties. The Association, its designees, successors or assigns shall have the exclusive right to develop and utilize the ground and surface water resources of the Properties for any legal purpose, including the distribution and use of such water within and beyond the Properties. The conveyance of any Lot or Living Unit to an Owner does not include the right to develop or utilize the ground or surface water resources within such Lot or Living Unit or parcel or the right to use or extract any of the subsurface oil, gas, or minerals within such Lot, Living Unit or parcel.

13.6 Environmental Permits and Reporting. The Association or the CDD shall be responsible for monitoring, maintaining, repairing, reporting and performing obligations including providing evidence of financial assurances for the performance of said obligations arising out of any environmental permits provided the Association and/or the CDD has or have been notified in writing of the applicable environmental permit along with a copy thereof or summary of the monitoring, maintenance, repair, reporting or other performance obligations. An Owner shall in no way deny or prevent ingress and egress by the Association, or CDD to areas necessary for the performance of such obligations arising under such environmental permits. The right of ingress and egress, and easements therefor, are hereby specifically reserved and created in favor of the Association, the CDD, and any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress for purposes related to any environmental permits.

14. INSURANCE.

14.1 Duty to Insure and to Reconstruct. Each Owner and/or Neighborhood Association, as applicable, shall at all times maintain property insurance on his Living Unit and all other insurable improvements in an amount sufficient to qualify for the full replacement cost thereof. If any Living

Unit or other improvements located on any Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such Living Unit or improvements shall make a good faith effort to cause repair or replacement' to commence within six (6) months from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and appearance, and shall utilize and conform with the original foundation and appearance of the original improvements, except as otherwise approved by the ARC.

14.2 Failure to Reconstruct. If the Owner of any Lot or Living fails to comply with the requirements of Section 14.1 above within the time periods specified, the Association shall give written notice to the Owner of his default. If the Owner has not notified the Association of satisfactory arrangements to meet his obligations within thirty (30) days after the Association mailed such notice, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to remove all debris and damaged improvements, or to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this Section, which shall be in the sole discretion of the Board of Directors, the Owner of the Lot or Living Unit shall be deemed, to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the Owner any costs not paid by insurance and shall have a lien on the Lot and Living Unit to secure payment.

14.3 Reserved.

14.4 Association's Right of Entry. For the purpose of performing the duties authorized by Section 14, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours.

14.5 Association Insurance: Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Association as agent for the Owners without naming them, and their mortgagees.

14.6 Required Coverage. The Association shall maintain adequate liability insurance and casualty insurance covering all buildings and other insurable improvements (if any) within the Common Areas, with coverage in an amount sufficient to qualify for the full replacement value thereof, as determined annually by the Board of Directors; such insurance to afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm) vandalism, and malicious mischief, and other hazards covered by what is commonly referred to as an "all risk" or a "special form" property contract.

(B) Liability. Premises and operations liability, including Broad Form Comprehensive General Liability and Medical Payments Endorsement, for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

(C) Automobile. Automobile liability for bodily injury and property damage for owned and/or non-owned motor vehicles, in such limits of protection and with such coverage as shall be required by the Board of Directors.

(D) Fidelity Bonding. Adequate fidelity bond coverage for all individuals having control of or access to Association funds.

(F) Directors and Officers Liability.

(G) Flood insurance, if the Association so elects.

Premiums for all insurance on the Common Areas or Neighborhood Common Areas shall be Common Expenses, except that premiums for property insurance on Living Units within a Neighborhood shall be a Neighborhood Expense.

14.7 Description of Coverage. A detailed summary of the coverage included in the Association's policies shall be available for each Owner upon request. All Association insurance policies shall be available for inspection by Owners upon request.

14.8 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogate as to any claim against Owners, the Association, or their respective servants, agents or guests, except for any claim based primarily upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

14.9 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and all proceeds shall be payable to the Association.

14.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Association's common surplus.

14.11 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Living Units.

14.12 Reconstruction of Common Areas. Damaged improvements on the Common Area shall be repaired or reconstructed unless at least 75% of members of the Association vote not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot or Living Unit. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Membership, levy Special Assessments to cover the shortfall.

15. GOLF CLUB.

15.1 Golf Club. All of Bonita National shall be subject to the following:

(A) Golf Club. No Owner of any of the Properties shall have any right, by virtue of Ownership of any parcel within Bonita National, whether or not contiguous to the Golf Club's golf course, of access, entry, or other use of the Golf Club Facilities. While Bonita National Owners shall have the right to quiet enjoyment to their property, there shall be no activity on any parcels that are contiguous to the Golf Club Facilities or any other portion of the Bonita National located within a distance of one hundred (100) feet from the boundary of the Golf Club Facilities that unreasonably disturbs play or the enjoyment of the Golf Club Facilities by Golf Members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions on the remainder of the Bonita National within a distance of ten (10) feet from the boundary of the Golf Club Facilities without the prior written permission of the management of the Golf Club and the ARC to be established in connection with the Bonita National. There shall be no fencing around or abutting the boundary of the Golf Club, except for temporary fencing erected during tournaments or for a limited time during any construction activity at the Golf Club.

(B) Ownership of pets by Bonita National Owners shall be in compliance with all local laws and regulations and such other rules as may be promulgated by the Association to be established in connection with Bonita National. Such rules shall include, but not be limited to, a requirement that all dogs or other pets be kept on a leash whenever such pets are not on the Owner's property and that such pets be kept off the Golf Club grounds, including the golf course at all times.

15.2 Easement for Errant Golf Balls and Overspray.

(A) All of the Lots, Living Units, Common Areas or Neighborhood Common Areas adjacent to the Golf Club Facilities shall be burdened with an easement permitting golf balls unintentionally to come upon and to fly over such land and for golfers, at reasonable times and in a reasonable manner, to come upon the land to retrieve errant golf balls; provided, however, if any of the land is fenced or otherwise secured, the golfer shall seek the Owner's permission before entry and nothing herein shall give any person the right to enter any dwelling, building or other structure on such property to retrieve golf balls; and provided further, that nothing herein shall permit a golfer to strike a golf ball from any land outside the Golf Club Facilities. The existence of this easement shall not relieve golfers striking the errant golf balls of liability caused by any such errant golf balls.

(B) The management of the Golf Club, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of all Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club,

(C) The portion of the Bonita National immediately adjacent to the Golf Club Facilities is hereby burdened with a non-exclusive easement in favor of the Golf Club for overspray of water from the irrigation system serving the Golf Club Facilities, from the spraying of fertilizer, pesticides and other chemicals used at the Golf Club Facilities and for the incursion onto that portion of Bonita National by maintenance and other vehicles performing work on the Golf Club Facilities.

(D) The management of the Golf Club, its agents, successors and assigns, shall have a perpetual, exclusive easement over the Bonita National for the purpose of retrieving golf balls from bodies of water within Common Areas lying reasonably within range of golf balls hit from the Golf Club Facilities. Under no circumstances shall the management of the Golf Club, any Member or partner thereof or any affiliate of any such Member or partner, or their respective employees, shareholders, Members, partners, officers, directors or agents or any architect, land planner or contractor hired or retained by the Golf Club, in their capacities as such, be held liable for any

damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties or from the overspray from the Golf Club Facilities.

15.3 Enforceability. The rights and obligations to implement the enforcement of the provisions of covenants that are directly solely to the protection of, and enjoyment of, the Golf Club shall be delegated to the Board of the Golf Club and its successors and assigns.

15.4 Events. The Golf Club may from time to time in the Golf Club's sole and absolute discretion conduct or allow to be conducted non-sporting events, parties, or functions (i.e. weddings, banquets, etc.) whereby certain portions of the Golf Club will be made available to nonresidents of Bonita National and non-Members of the Golf Club. During any such non-sporting events, parties, or functions, nonresidents of Bonita National may enter Bonita National for the purpose of attending such event, party, or function.

15.5 Indemnification. Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the Golf Club, its affiliates, successors and assigns and its Members, partners, shareholders, officers, directors, employees and agents, against and in respect of, and to reimburse the Golf Club, its affiliates, successors and assigns and its Members, partners, shareholders, officers, directors, employees and agents, on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorney and paraprofessional fees and disbursements (even if incident to any appeals), that the Golf Club, its affiliates, successors and assigns and its Members, partners, shareholders, officers, directors, employees and agents, shall incur or suffer, which arise out of, result from or relate to any claim that because the Golf Club may be deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Golf Club must be owned and/or operated by the Association or the Owners and/or that Owners may use the Golf Club without being a Golf Club Member for the use of the Golf Club Facilities and dues, fees and charges established by the Golf Club from time to time.

15.6 View Impairment. Neither the Association or the Golf Club, guarantee or represent that any view over and across the Golf Club Facilities from Lots or Living Units adjacent to the Golf Club Facilities will be preserved without impairment. The Golf Club shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Club Facilities from time to time. In addition, the Golf Club, in its sole and absolute discretion, changes the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Further, the Golf Club Facilities may be expanded in the future in such a manner as to encompass and contain through a conveyance or other transfer any vacant platted lots. Any such additions or changes may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

15.7 Rights of Access and Parking. There is hereby established for the benefit of the Golf Club and their Members (regardless of whether such Members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within Bonita National reasonably necessary to travel between the entrance to Bonita National and the Golf Club Facilities and over those portions of Bonita National (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Golf Club Facilities. Without limiting the generality of the foregoing, Members of the Golf Club and guests and invitees of the Golf Club shall have the limited right to park their vehicles on the roadways located within Bonita National at such locations and at such reasonable times and in such manner as determined by the Association from time to time before, during, and after tournaments and other similar functions held by or at the Golf Club Facilities to the extent that the Golf Club has insufficient parking to accommodate such vehicles.

15.8 Limitations on Amendments. In recognition of the fact that the provisions of this Section are for the benefit of the Golf Club, no amendment to this Section, and no amendment in derogation of any other provisions of this Declaration benefiting any the Golf Club, may be made without the written approval of the Golf Club.

15.9 Jurisdiction and Cooperation. The Association and the Golf Club shall cooperate to the maximum extent possible in the operation of Bonita National and the Golf Club. Each shall reasonably assist the other in upholding the community-wide standard as they pertain to maintenance and the Community Development Standards and Design Guidelines. The Association shall have no power to promulgate Use Restrictions or Rules affecting activities on or use of the Golf Club without the prior written consent of the Golf Club affected thereby.

15.10 Assumption of Risk and Indemnification. Each Owner, by its purchase of a Lot or Living Unit in the vicinity of the Golf Club, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Club Facilities including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset); (b) noise caused by golfers, swimmers, and other users of the Golf Club Facilities; (c) use of pesticides, herbicides and fertilizers; (d) use of effluent in the irrigation or fertilization of any golf course or the grounds of the Golf Club Facilities; (e) reduction in privacy caused by constant user traffic on the golf course or at any other Golf Club Facilities or the removal or pruning of shrubbery or trees on the golf course or at any other Golf Club Facility; (f) errant golf balls, and golf clubs and other equipment used at any Golf Club Facilities; and (g) design of the golf course.

Each such Owner agrees that neither the Association or the Golf Club shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot or Living Unit to the golf course or any other Golf Club Facilities, including, without limitation, any claim arising in whole or in part from the negligence of the Association. The Owner hereby agrees to indemnify and hold the Association harmless against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot or Living Unit.

15.11 Priority of Irrigation. The Golf Club may own one or more lakes, water retention ponds or other water features within the Properties. Notwithstanding the ownership of such lakes or water retention ponds, the Golf Club may use any and all lakes, water retention ponds or other water features within the Properties for the purpose of irrigating and maintaining the Golf Club with the result that the water level in such lakes, water retention ponds or other water features may from time to time vary. Each Owner of a Lot or Living Unit acknowledges such right on the part of the Golf Club and agrees not to commence any cause of action or other proceeding involving the Golf Club based on the exercise of such right or otherwise interfere therewith.

In the event there are insufficient water levels to provide the necessary irrigation needs of the Golf Club and all other areas of the Properties, subject to applicable governmental permits and requirements, the Golf Club shall have first priority of irrigation, followed by the, Common Area and any Neighborhood Common Area.

16. RIGHTS OF THE ASSOCIATION. In addition to those provided elsewhere in the Governing Documents, the Association shall have the following rights and privileges:

16.1 Security; Non-Liability of Association. THE 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 ASSOCIATION NOR THE GOLF CLUB ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE ASSOCIATION NOR THE GOLF CLUB 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 ASSOCIATION MAKES 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.

16.2 Association's Inaction. Neither the execution and recordation of this Declaration, nor the recordation of any other instrument subjecting any land in Bonita National to protective covenants, conditions or restrictions or other provisions, shall obligate or require the Association or any other entity, to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

17. RIGHTS OF MORTGAGEES.

17.1 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.

17.2 Mortgage Foreclosure. Except as otherwise provided by Florida law as amended from time to time, an Intuitional Mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure, in which the Association has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., which currently requires the lender to pay the Association the lesser of 1% of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender, and as Chapter 720, Florida Statutes, may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c) or grant other relief that may be found to be applicable under federal or state law. 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 or Living Unit 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.

17.3 Right to Inspect Documents and Books. The Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Association and financial statements of the 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.

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

17.5 Lender's Notices. Upon written request to the 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 or Living Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the 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.

18. DURATION OF COVENANTS; AMENDMENT.

18.1 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 Association 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.

18.2 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 the Members of the 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 Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the 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.

18.3 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.

18.4 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.

18.5 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 at least a majority of the voting Members present and voting, in person or by proxy or electronic means, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

18.6 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 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.

18.7 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 Association's responsibilities if any for the Stormwater Management System, the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD and the City of Bonita Springs. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SFWMD and the City of Bonita Springs 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.

18.8 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action.

18.9 Reserved.

18.10 Reserved.

18.11 Reserved.

18.12 Exhibits. Exhibit "A" attached to this Declaration is incorporated by this reference and amendment of such exhibit shall be governed by this Section. Exhibit "B" is attached for informational purposes and may be amended as provided therein. Exhibit "C" is attached for informational purposes and may be amended as provided therein.

19. GENERAL PROVISIONS.

19.1 Other Documents. The Association, and the Neighborhood 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 Associations. Upon a merger or consolidation of the Association with another corporation as provided by law, the 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 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. Notwithstanding the foregoing, merger or consolidation of the Association with any other party including a CDD shall have no effect on altering or changing any granted power in the charter of the CDD.

19.4 Dissolution. If the Association is dissolved other than by a merger or consolidation as provided for above, each Lot or Living Unit shall continue to be subject to the assessments provided for in Section 9, and each Owner shall continue to be personally obligated to the successor or assigns of the Association for such assessment to the extent that such assessments are required to enable any such successors or assigns acquiring any real property previously owned by the 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 the Association**. Notices to the Association shall be in writing and delivered or mailed to the 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 Association.

(B) **To Owners**. Except as otherwise permitted by law, 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.

(C) **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 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 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.

19.11 Rights Limited to Express Terms of Governing Documents and Rules and Regulations. Every Member of the Association acknowledges that his or her rights, duties or

obligations are limited to the express terms of the Governing Documents and the Rules and Regulations. Every prospective Member should make his decision to purchase within Bonita National based upon these representations as set out in the Governing Documents and Rules and Regulations which contain the entire understanding of the parties.

19.12 Compliance with Fair Housing Laws. There shall be no limitation, restriction, or preference upon sale, lease, or occupancy of any Lot or Living Unit or the Common Areas based upon race, creed, color, sex, religion, national origin, handicap, familial status, or any other legally protected class. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Governing Documents or Rules and Regulations, when necessary to afford handicapped individuals the opportunity to enjoy the Community, or to comply with other legal requirements.

[Remainder of page intentionally left blank]

EXHIBIT "A"

That certain plat know as Bonita National, a subdivision, as recorded in Official Records Instrument No. 2015000023533, Public Records of Lee County, Florida.