DECLARATION OF COVENANTS AND RESTRICTIONS

FOR 2162407

THE ENCLAVE AT BONITA BAY

OFF REC 1872 PG 2620

THIS DECLARATION made as of the 21st day of May, 1986, by Enclave Venture Associates, a Florida general partnership, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of real property described on attached Exhibit "A" to this Declaration and desires to create thereon a 54 unit development, and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property value, for the maintenance of the units, the common structures, and the common areas contained in said development, and

WHEREAS, Developer deems it appropriate to have covenants, restrictions, easements, charges and liens created in order to accomplish the above-described goals, and

WHEREAS, Developer has deemed it desirable for the purposes stated to create a homeowner's association to be known as The Enclave Homeowners' Association, Inc.,

NOW, THEREFORE, the Developer declares that the real property described in attached Exhibit "A" shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: B. ROSINE, D.C.

PAVESE, SH[illegible] & HARRISON
P.O. DRAWER 1[illegible], FT. [illegible], FL 33902
BY PETER J. GRAVINA

ARTICLE I

Definitions

1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions hereinafter set forth together with any amendments which may be made to this instrument.

2. "Association" shall mean and refer to The Enclave Homeowners' Association, Inc., its successors and assigns.

3. "Developer" shall mean and refer to Enclave Venture Associates, a Florida general partnership, its successors or assigns.

4. "Properties" and "The Property" shall mean the property described in attached Exhibit "A".

5. "Common Area" shall mean and refer to those areas of land and the structure(s) to be placed thereon shown on attached Exhibit "B" and delineated thereon to be common areas, which properties are intended to be devoted to the common use and enjoyment of the owners of any part of the property described in attached Exhibit "A".

6. "Unit" shall mean and refer to any portion of a structure situated upon the property designed and intended for use and occupancy as a residence by a single family, together with the surrounding lot, unless the context dictates otherwise.

7. "Lot" shall mean and refer to the real estate underlying and surrounding any unit and so designated as such on attached Exhibit "B", but excluding any common areas.

OFF REC 1871 PG 2629

8. "Owner" or "Member" shall mean and refer to the record owner of any unit or units described herein, whether one or more persons or entities own the fee simple title to any unit.

ORB 1872 PG 2630 REC

ARTICLE II

Property Subject to this Declaration

The real property which is described on attached Exhibit "A" is subject to this Declaration.

ARTICLE III

The Enclave Homeowners' Association, Inc.

Section 1. Enforcement Entity. The Developer has caused to be created The Enclave Homeowners' Association, Inc., a Florida non-profit corporation, which corporation has the obligation, along with those powers and obligations set forth in its Articles of Incorporation and Bylaws, to enforce this Declaration of Covenants and Restrictions. A copy of the Articles of Incorporation and Bylaws are appended hereto as Exhibits "C" and "D" respectively and incorporated herein by reference. Additionally, the Association shall have the responsibility to maintain the common areas and water retention area, including all roadways and to maintain the landscaping including any structures and the privacy wall and to maintain the property including landscaping and exterior unit appearance within any lot owned by an owner should that owner fail to maintain.

Section 2. Association Control. Developer or its successor or assigns shall be entitled to control the association for so long as it owns any properties in the development for sale in the ordinary course. Developer may turn over control at an earlier date in its sole discretion.

OFF REC 1872PG2631

ARTICLE IV

Common Areas

Section 1. Obligation of the Association. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the common areas and all improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Easement of Enjoyment. Each and every member of the Association shall, subject to the provisions herein, have a right and easement of enjoyment in and to the common areas which shall be appurtenant and shall pass with title to every unit and lot and every member shall have the right to enjoyment in the common areas.

Section 3. Roadway Easement. Access to this property from the private roadway system for Bonita Bay Development is provided by private roadway easements so depicted on the Plat recorded in Plat Book 38, at pages 39-41, public records of Lee County, Florida. Each and every member shall together with their families, guests, and invitees, have and be entitled to the

use of these easements for ingress and egress to their units subject to the Association's authority to reasonably regulate same for the welfare of the entire community. The maintenance and repair of the roadways shall be the responsibility of the Association and it shall be empowered to levy necessary assessments, to pay for maintenance and repair of the roadway which assessments shall be secured by a lien upon each and every individual unit.

Section 4. Easement for Utilities. Developer reserves the right to grant easements, temporary or permanent, to all public authorities and utility companies over any part of the common area described on Exhibit B, or along any lot line depicted on Exhibit B within any lot, but only to the extent necessary in order to provide adequate utilities service to the units within this Development.

Section 5. Easements for Repair, Maintenance and Encroachment. Each lot and the property included in the common areas shall be subject to an easement for encroachment created by construction, settling and overhang of all buildings or portion thereof constructed by Developer. A valid easement for said encroachment as well as for the repair or maintenance of the unit improvements shall exist over and across adjoining property. In the event that any structure is partially or totally destroyed, then rebuilt, the owners agree that minor encroachments on adjacent lots or on common areas due to construction shall be permitted and that a valid easement for such encroachment and the maintenance of the structure shall exist.

OFF REC 18 12 PG 2632

Section 6. The Association shall have the responsibility for the maintenance of any private easements for utility, drainage or other purposes over and across the property and may assess the unit owner for the cost of such maintenance.

Section 7. The Association shall be responsible for maintenance of structures in the common areas including the privacy wall to be constructed around the Development and gate facility, if constructed. The Association shall maintain the water retention area in a fashion consistent with the easement grant for same to Bonita Bay Properties, Inc. The Association may assess the unit owner for the cost of such maintenance.

OFF REC 1872 PG 2673

ARTICLE V

Exterior Maintenance

Exterior Maintenance. In addition to maintenance upon the common areas, the Association may provide exterior maintenance, including landscaping and lawn care, upon each unit which is subject to assessment hereunder, included in such maintenance option given to the Association are glass surfaces, doors, screen doors, exterior doors and window fixtures and patios. The cost of such maintenance shall be added to and become a part of the assessment to the appropriate owners. In the event that the need for maintenance or repairs is caused through the willful or negligent act of one of the owners, his family, guests or invitees, then cost of repairs or maintenance to any common area or lot or structure shall be borne by that owner although the repair is made by the Association.

ARTICLE VI

Security and Lighting

Section 1. Security. Developer may, provide security for the development. The cost of such security shall be paid by the Association through assessments and be otherwise secured by the Association as an assessment provided for in this Declaration of Covenants and Restrictions as well as the Articles of Incorporation and Bylaws.

OFF 1817 PG 2934

ARTICLE VII

Master Deed Restrictions

The property is subject to the Master Declaration of Covenants and Restrictions for the Bonita Bay Development as recorded in O.R. Book 1778, at page 3516 and the Declaration of Covenants for Parcel E recorded in O.R. Book 1823, page 1816, all recorded in the Public Records of Lee County, Florida. The owners agree to be bound by and abide by such restrictions and recognizes that they shall contribute to the Master Association and such contributions shall be an assessment of "the Association" secured by a lien as provided herein.

ARTICLE VIII

Title to Common Area

Title to Common Area. The Developer may retain legal title to the common areas or a portion thereof until such time as

it has completed improvements on the properties, notwithstanding any provisions hereto, the Developer hereby covenants that it shall convey the common areas to the Association free and clear of all liens and financial encumbrances not later than the sale of the last unit in the development.

OFF REC 1871 PG 2635

ARTICLE IX

Development Scheme

Number of Units. The Developer intends to construct 54 individual units in the development to be located in 54 separate detached buildings one each to be located on the lots depicted on Exhibit "B".

ARTICLE X

Assessments

Section 1. Lien Rights of Association. Each owner of any unit is deemed to covenant and agree to pay the Association periodic general assessments or charges, special assessments for capital improvements and annual or special parcel assessments or charges, which assessments may be established and collected as determined by the Association. All such assessments, together with interest thereon and the cost of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each said assessment is made. Additionally, each such assessment, together with interest and the cost of collection thereon, shall also be the personal obligation of

the owner of the property at the time that the assessment falls due. The Association shall be entitled to its reasonable attorney's fees and costs in any litigation to collect such assessment, including any appeal, and those amounts shall also be secured.

Section 2. Purpose of Assessments. Assessments may be made to promote the recreation, health, safety and welfare of the residents of the property and for improvement, maintenance and operation of the common areas and facilities, as well as all other purposes stated or implied in this document in order to carry out the functions of the Association.

Section 3. Recording of Notice of Lien. In order to perfect a lien against any unit owner for any assessment provided for herein, the Association shall record a notice of lien in the public records in and for Lee County, Florida, which states the legal description of the unit, the last known record owner of the unit and the amount of the lien. The notice shall be executed by the President of the Association, or in his absence, the Vice President, or as otherwise may be permissable for the execution of deeds by a corporation under Florida law. A copy of the lien shall be sent to the last known address of the owner.

Section 4. Method of Assessment. Assessments, other than those imposed by the Master Deed of Restrictions for Bonita Bay as set out in Article VII, shall be implemented by way of a two-thirds vote of the directors of the Board of the Association. The Board may provide for the collection of assessment in periods no more frequently than monthly.

OFF REC 1812PG2536

Section 5. Non-Payment of Assessments. Any assessment not paid within 30 days after the due date may, upon resolution of the Board, bear interest from the due date at 18% per annum, but in no event greater than the current statutory maximum annual interest rate legally chargeable to such accounts. The Association may at any time after the running of that 30-day period, bring an action at law against that person personally obligated to pay the assessment and foreclose the Association's lien against the affected property. The Association may elect to pursue either of the above remedies without, waiving its rights to pursue the other remedy. All owners shall be liable for the assessments regardless of their use or non-use of the common areas or their unit.

Section 6. Subordination of Assessment Lien to First Mortgage Liens to Institutional Lenders. The lien or liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage to any commercial bank, be it chartered state or federally, any savings and loan association, any insurance company or investment arm thereof or any other independent and recognizable financial institution in the business of making real estate loans.

Section 7. Sale or Transfer of Unit. The sale or transfer of any unit shall not affect the assessment lien, except, however, the sale or transfer of any unit pursuant to foreclosure of a lien described in Section 6 above, shall extinguish the lien as to any such assessment accruing prior to

OFF REC 1872 PC 2637

such sale or transfer, but that sale or transfer shall not release such unit from liability for any assessments thereafter becoming due or from the lien for such subsequent assessments.

Section 8. Guaranteed Assessment. The initial assessment, not including assessments imposed pursuant to the Master Deed of Restrictions referenced in Article VII, during the calendar year 1986 shall be _____ monthly. Developer will only be responsible to make contribution to the Association during 1986 to cover expenses in excess of the amounts collected at this guaranteed level from unit owners other than the Developer. Developer guarantees that future asesssments, other than those imposed under the Master Deed of Restrictions as described in Article VII, will not increase more than 25% per year over the prior year's assessment during any year that the Developer retains control of the Association. Developer shall only be liable to contribute the difference to the association between the revenue generated by the guaranteed assessment against units owned by individuals or entities other than the Developer and the actual expenses of the association.

OFF REC 1812PG2638

ARTICLE XI

Exterior of Units

Section 1. Improvements and Alterations. No improvements, alterations, repair, change of paint color, excavation, change in grade or other work which in any way alters the exterior of any unit or improvements located thereon or in

any way defaces or changes the color of the exterior of a structure shall be permitted; provided, however, this provision shall not apply to Developer in his initial construction of the contemplated improvements on the property. Also provided further that the exterior wall, roof, driveways, walkways and landscaping are to be maintained by each unit owner in quality condition at all times consistent with the provisions of this paragraph. Failure to maintain the unit in such a manner will result in a 30-day notice to the unit owner from the Association setting forth the items to be corrected. In the event the notice is not heeded, the Association shall have the right to perform, or contract to perform, the necessary work or correct the deficiency and the owner shall be responsible for these costs and the Association shall have a lien against the unit as provided herein.

OFF REC 1812PG2539

Section 2. New Improvements. No additional structures or construction other than that necessary to maintain or repair the construction placed on the property by the Developer shall be allowed without the approval of the Developer during its control of the association and thereafter only upon approval of 66 two-thirds of the members of the Association. As well, all necessary approval of Bonita Bay Properties, Inc. must be obtained.

ARTICLE XII

Residential Use

Section 1. Use. All units located within the property as described on attached Exhibit "A" shall be used, improved and

devoted exclusively to residential use; provided, however, nothing shall be deemed to prevent the owner from leasing a unit to a single family for a minimum rental period of ninety (90) days. This period may be amended by two-thirds vote of the Board of Directors of the Association, subject to all the provisions of this Declaration and subject to all conditions of the Deed Restrictions covering this parcel recorded in O.R. Book 1823, Page 1816, as well as the Master Covenants for Bonita Bay recorded in O.R. Book 1778, Page 3516, all in Public Records of Lee County, Florida.

OFF REC 1872 PG 2640

Section 2. No Nuisances. No nuisances shall be permitted to exist or operate upon any property so that it would be a detriment or a hinderance to the enjoyment of any other unit owner's use of his own property.

Section 3. Maintenance of the Property. To the extent that the exterior maintenance is not provided for herein by the Association, each owner shall keep all lots owned by him and all improvements thereon in good order and repair, free of debris, including but not limited to the seeding and watering of all lawns, the pruning and cutting of all trees and shrubbery, and the painting of all buildings and other improvements, all in a manner and with such frequency as is consistent with proper maintenance as determined by the Association. The Association shall have the right to enforce this provision and in the event that the owner does not remedy any deficiency, and perform the necessary work or correct the deficiency, the Association may

correct the noted deficiency and the owner shall be responsible for the costs of such correction and the Association shall have a lien against the unit as provided herein.

Section 4. Utility Easement. There is hereby created a blanket easement, upon, across, over, through and under the above-described properties, for ingress, egress, installation, replacement and repair or maintenance of all utility and service lines and systems included but not limited to water, sewer, gas, telephone, electricity, television, cablevision or communication lines and systems. By virtue of this easement it shall be expressly permissable for the Developer or the providing utility or service company to install and maintain facilities or equipment on said property, to excavate for such purposes and to affix and maintain wire circuits and conduits on, in and under the roofs and exterior walls of said residents, provided such company restores such disturbed areas to the condition in which they were found, and provided further that any location of such utilities shall be approved by the Developer prior to their installation and shall not materially interfere with the use of any structure or any lot. This grant of easement shall be in no way construed as a limitation on any other easements which may be granted on the properties by the Developer.

OFF REC 18 72 PG 2611

ARTICLE XIII

Insurance

Property and Casualty Insurance. Property and casualty insurance on each structure shall be the responsibility of each

owner. The Association shall insure the common facilities and structures and shall maintain liability insurance. Each unit owner shall be assessed annually or such other regular period as is convenient to service the insurance premium for insurance covering the Association. Insurance on the common improvements shall be maintained in an amount equal to the maximum insurance replacement value then available or such lesser amount as the Board of the Association may elect to maintain. The assessment for insurance shall be due and payable as an assessment when billed which shall be at least two months prior to the expiration date of the policy and shall be further secured by a lien against the unit. Additionally, the Association is empowered to purchase such other insurance as may be appropriate in the Board of Directors' opinion on the common areas or otherwise to protect the Association and its members and any premium for such insurance shall be handled as set forth herein. In the event of any casualty, loss or other consequence leading to the payment of insurance proceeds to the Association, the Association shall be agent of all owners and shall adjust such loss on their behalf.

OFF REC 1872 PG 2642

ARTICLE XIV

Enforcement of the Covenant of this Instrument

The Association, along with each and every unit owner, shall have the right, by action against any person or persons violating or attempting to violate any covenants contained herein, to bring an action to enjoin or restrain the violation or

to recover damages or pursue any other remedies as might be provided by law. The party bringing the action shall be entitled, if successful, to recover in addition to costs and disbursements allowed by law, a reasonable attorney's fee, including any cost or attorney's fee incident to an appeal.

OFF REC 1872PG2643

ARTICLE XV

Miscellaneous

Section 1. Invalidation of Provisions Hereof. If any provision of these covenants shall be determined to be invalid by court order or otherwise, that invalidity shall in no way affect any other provisions of this document which shall remain in full force and effect.

Section 2. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of their recording and shall automatically be extended for successive periods of ten (10) years unless a majority of the owners at the expiration of any prior period elects to terminate their force and effect; provided, however, that termination will cause the then unit owners to become tenants in common of an undivided equal interest in the common area in the development as an appurtenance to their ownership of any unit.

Section 3. Captions. The captions of any paragraphs or subparagraphs herein are for convenience only; they are not to be construed as in any way altering the substance of this

document or to interpret the intent of any provision.

Section 4. Legal Interpretation. This document is executed and shall be interpreted under the laws of the State of Florida.

ARTICLE XVI

Amendments

These covenants can be amended in a manner not inconsistent with the Development scheme for the community, by the developer for so long as it owns one or more unit in the development for sale in the ordinary course. Thereafter, these covenants except where provided elsewhere herein, may be amended by affirmative vote of two-thirds of the members of the Association at a meeting called for such purpose. But only in a manner consistent with the development scheme.

IN WITNESS WHEREOF, the parties have hereunto executed this Declaration of Covenants and Restrictions this 21 day of May, 1986.

ENCLAVE VENTURE ASSOCIATES, a
Florida General Partnership
By its General Partners

URBAN SHELTER CORPORATION,
General Partner

BY: _____
Its President

REC 1812PG2414

JEEF GOOD BUILDER, INC.,
General Partner

Michele Elder
Lorcann Good

BY: Jeff Good
Its President

OFF REC 1872 PG 2645

BONITA ASSOCIATES, LTD.,
General Partner

Jeff Good
Lorcann Good

BY: Margaret Lovins
Its General Partner

STATE OF NEW JERSEY :
§
COUNTY OF BERGEN :

BEFORE ME, the undersigned authority, this day personally appeared Kenneth Jay Glucksman as President of URBAN SHELTER CORPORATION, a General Partner of ENCLAVE VENTURES ASSOCIATES, a Florida General Parntership, to me well known and known to me to be the person described in and who executed the foregoing Declaration of Covenants and Restrictions for The Enclave at Bonita Bay and acknowledged to and before me that he executed the said Declaration of Covenants in the capacity and for the purposes herein expressed.

WITNESS my hand and official seal this 13th day of May, 1986.

Ilona J. Ontell
Notary Public

My commission expires:

ILONA J. ONTELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 11, 1990

STATE OF :
§
COUNTY OF :

BEFORE ME, the undersigned authority, this day personally appeared Jeff Good as Pres. Dent of JEFF GOOD BUILDER, INC., a General Partner of ENCLAVE VENTURES ASSOCIATES, a Florida General Parntership, to me well known and known to me to be the person described in and who executed the foregoing Declaration of Covenants and Restrictions for The Enclave at Bonita Bay and acknowledged to and before me that he executed the said Declaration of Covenants in the capacity and for the purposes herein expressed.

WITNESS my hand and official seal this 21st day of MAY, 1986.

Notary Public

My commission expires:

OFF 1872PG2646

STATE OF NEW JERSEY :
§
COUNTY OF BERGEN :

BEFORE ME, the undersigned authority, this day personally appeared Margaret Rovins as General Partner of BONITA ASSOCIATES, LTD., a General Partner of ENCLAVE VENTURES ASSOCIATES, a Florida General Parntership, to me well known and known to me to be the person described in and who executed the foregoing Declaration of Covenants and Restrictions for The Enclave at Bonita Bay and acknowledged to and before me that he executed the said Declaration of Covenants in the capacity and for the purposes herein expressed.

WITNESS my hand and official seal this 13th day of May, 1986.

Notary Public

My commission expires:

ILONA J. ONTELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 11, 1990

EXHIBIT "A"

Tract "E" of that certain subdivision known as BONITA BAY, UNIT ONE, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 36, Pages 101 through 112, inclusive. Said Tract contains 12.2 acres, more or less.

OFF REC 1871 PG 2641

PLAT BOOK 38 PAGE 39

OFF REC 1812PG2648

PLAT BOOK 38 PAGE 39

SHEET 1 OF 3

PHASE E-1
BONITA BAY

A RESUBDIVISION OF PART OF TRACT E, BONITA BAY UNIT ONE

PLAT BOOK 36 AT PAGES 101-112, LEE COUNTY RECORDS
SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JUNE, 1986

JOHNSON ENGINEERING, INC
CIVIL ENGINEERS LAND SURVEYORS
FORT MYERS FLORIDA

APPROVALS

THIS PLAT ACCEPTED THIS 12th DAY OF SEPTEMBER 1986 BY OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY FLORIDA

CHAIRMAN

COUNTY ATTORNEY

COUNTY ENGINEER

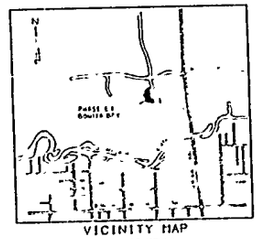
CLERK OF COURT

DIRECTOR DEPARTMENT OF COMMUNITY DEVELOPMENT

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE E-1, BONITA BAY, A RESUBDIVISION OF PART OF TRACT E, BONITA BAY UNIT ONE, HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 2:25 PM THIS 22nd DAY OF SEPTEMBER 1986 A.D. AND HAS DULY RECORDED IN PLAT BOOK 38 AT PAGE 39 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA

CLERK OF THE CIRCUIT COURT
IN AND FOR LEE COUNTY



VICINITY MAP
SCALE: 1"=2000'

NOTICE:
LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING SPECIFICALLY APPROVED OR ACCEPTED BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OF OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, AND SEWAGE FACILITIES WITHIN THE SUBDIVISION.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF PHASE E-1 BONITA BAY, A RESUBDIVISION OF PART OF TRACT E, BONITA BAY UNIT ONE IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS ACCORDING TO A RECENT SURVEY, MADE TO THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIED WITH ALL OF THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES

DONE THIS 6th DAY OF June, 1986 A.D.

GRIFFIN E. COOPER
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO 4042

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ENCLAVE VENTURE ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP AS OWNER OF THE HEREIN DESCRIBED LANDS HAS CAUSED THIS PLAT OF PHASE E-1, BONITA BAY, A RESUBDIVISION OF PART OF TRACT E, BONITA BAY UNIT ONE TO BE MADE AND DOES HEREBY DEDICATE FOR THE PERPETUAL USE OF ENCLAVE HOMEOWNERS ASSOCIATION, INC. ALL TO THE PERPETUAL USE OF ENCLAVE HOMEOWNERS ASSOCIATION, INC. ALL ROADWAY AND UTILITY EASEMENT. ALL ROADWAYS SHALL BE MAINTAINED BY THE ENCLAVE HOMEOWNERS ASSOCIATION, INC. LEE COUNTY SHALL BE IN NO WAY RESPONSIBLE FOR MAINTENANCE THEREOF, AND THE PERPETUAL USE OF AND RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID PUBLIC IS HEREBY GRANTED TO ALL PUBLIC LOT OWNERS IN THAT TR- THE GRANTOR HEREIN RESERVES TO ITSELF AND ITS SUCCESSORS AND ASSIGNS AND GRANTEES THE RIGHT OF INGRESS AND EGRESS OVER ALL ROADS AND ROADWAYS SHOWN HEREON AND EASEMENTS ARE HEREBY GRANTED OVER UNDER AND ACROSS ALL ROADWAYS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS SHOWN HEREIN TO ALL LOCAL STATE AND FEDERAL GOVERNMENTAL AGENCIES AND DEPARTMENTS THEREOF [illegible] DULY LICENSED PUBLIC AND PRIVATE UTILITY COMPANIES FOR USE IN PERFORMING AND DISCHARGING THEIR RESPECTIVE OFFICIAL DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND OTHER GOVERNMENTAL SERVICES. THIS PLAT HEREBY RESERVES, VACATES AND ABROGATES ANY PLAT OR PLATS OF ANY PART OF HEREIN DESCRIBED LANDS HERETOFORE MADE.

IN WITNESS WHEREOF ENCLAVE VENTURE ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS GENERAL PARTNERS JEFF GOOD BUILDER INC. URBAN SWEDEN CORPORATION AND BONITA ASSOCIATES LIMITED PARTNERSHIP THIS [illegible] DAY OF June, 1986 A.D.

BY _____ PRESIDENT
JEFF GOOD BUILDER INC

WITNESS

BY _____ PRESIDENT
PEDER H. GUDEKSEN
URBAN SWEDEN CORPORATION

WITNESS

BY _____ GENERAL PARTNER
MARGARET ROVINS
BONITA ASSOCIATES LIMITED PARTNERSHIP

WITNESS

MORTGAGEES CONSENT TO DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BONITA BAY PROPERTIES INC AND SAMUEL MINEO HOLDERS OF A CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 1823 AT PAGES 1829 THROUGH 1843 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA ON THE HEREIN DESCRIBED LANDS DOES HEREBY JOIN IN THE PLAT DEDICATION APPEARING HEREON THIS 8th DAY OF June, 1986 A.D.

GARY A. ARMSTRONG, PRESIDENT
BONITA BAY PROPERTIES, INC

WITNESS

SAMUEL MINEO

WITNESS

14724 101 21-Apr-86 13:29 / 1427841

EXHIBIT # B

RECORDERS MEMO.
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received

PLAT BOOK 38 PAGE 40

OFF REC 1872PG2649

PLAT BOOK 38 PAGE 40

SHEET 2 OF 3

PHASE E-1
BONITA BAY

A RESUBDIVISION OF PART OF TRACT E, BONITA BAY UNIT ONE

PLAT BOOK 36 AT PAGES 101-112, LEE COUNTY RECORDS
SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JUNE, 1986

JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS
FORT MYERS, FLORIDA

NOTES

1. ⊕ = PERMANENT REFERENCE MONUMENTS (P.R.M. s) ARE TAPERED CONCRETE MONUMENTS WITH METAL DISKS SET IN THE TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER
2. ● = PERMANENT CONTROL POINTS (P.C.P. s) ARE METAL MARKERS BEARING THE SURVEYOR'S CERTIFICATE NUMBER
3. BEARINGS SHOWN ARE BASED THE PLAT OF BONITA BAY UNIT ONE AS RECORDED IN PLAT BOOK 36 AT PAGES 101 THRU 112 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA.
4. U.E. INDICATES UTILITY EASEMENT
5. D.E. INDICATES DRAINAGE EASEMENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME PERSONALLY APPEARED JEFF GOOD, PRESIDENT, JEFF GOOD BUILDER INC. GENERAL PARTNER OF ENCLAVE VENTURE ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF FOR THE USES AND PURPOSES THEREIN MENTIONED WITNESS MY HAND AND OFFICIAL SEAL AT FORT MYERS, SAID COUNTY AND STATE THIS 3rd DAY OF September 1986 A.D.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME PERSONALLY APPEARED GARY A. ARMSTRONG, PRESIDENT OF BONITA BAY PROPERTIES, INC. TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF FOR THE USES AND PURPOSES THEREIN MENTIONED
WITNESS MY HAND AND OFFICIAL SEAL AT FORT MYERS, SAID COUNTY AND STATE THIS 3rd DAY OF June 1986 A.D.

Carol A. Rosler
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 29, 1987

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Bergen
I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME PERSONALLY APPEARED MARGARET ROVINS, GENERAL PARTNER OF BONITA ASSOCIATES LIMITED PARTNERSHIP AND KENNETH CLUCHMAN, PRESIDENT OF UNIAN SHELTER CORPORATION, GENERAL PARTNERS OF ENCLAVE VENTURE ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF FOR THE USES AND PURPOSES THEREIN MENTIONED.
WITNESS MY HAND AND OFFICIAL SEAL AT Fair Lawn, SAID COUNTY AND STATE THIS 6th DAY OF June 1986 A.D.

Alan J. Ostell
NOTARY PUBLIC STATE OF New Jersey AT LARGE
MY COMMISSION EXPIRES September 15, 1989

ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF Allegheny
I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME PERSONALLY APPEARED SAMUEL MENEO TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF FOR THE USES AND PURPOSES THEREIN MENTIONED
WITNESS MY HAND AND OFFICIAL SEAL AT Pittsburgh, SAID COUNTY AND STATE THIS 23rd DAY OF June 1986 A.D.

Barbara J. Kaul
NOTARY PUBLIC STATE OF Pennsylvania AT LARGE
MY COMMISSION EXPIRES June 11, 1989

*** PHASE E-1 *** SHEET 2 01-07-003 - 10:29.14 Mon 14226.100 21-Apr-86 10:34 / 14226-1

RECORDERS MEMO.
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received

OFF REC 1872PG2650

PLAT BOOK 38 PAGE 41

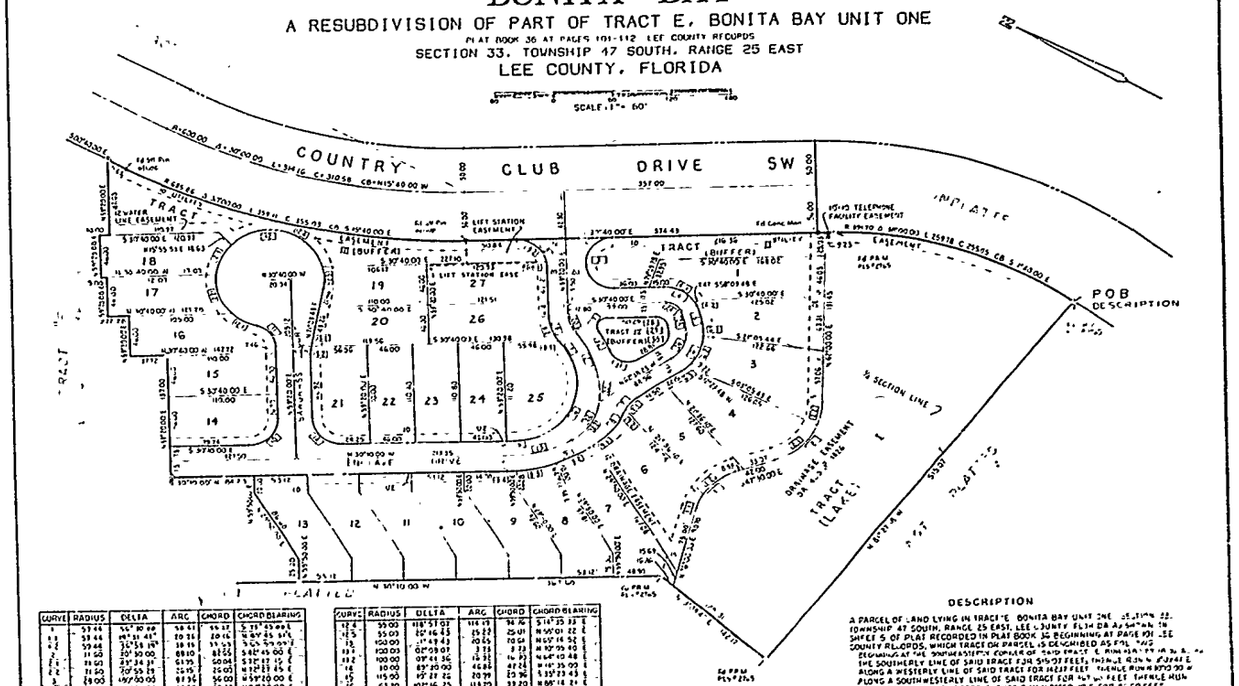
PLAT BOOK 38 PAGE 41

SHEET 3 OF 3

PHASE E-1
BONITA BAY

A RESUBDIVISION OF PART OF TRACT E, BONITA BAY UNIT ONE
PLAT BOOK 36 AT PAGES 101-112 LEE COUNTY RECORDS
SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

SCALE: 1" = 60'



CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	59.44	55° 30' 00"	57.59	55.37	S 27° 55' 00" E
C2	59.44	55° 30' 00"	57.59	55.37	S 27° 55' 00" E
C3	59.44	28° 54' 19"	30.00	29.68	S 53° 32' 51" E
C4	11.50	90° 00' 00"	18.06	16.26	S 45° 40' 00" E
C5	11.50	28° 54' 19"	5.80	5.74	S 31° 32' 51" E
C6	11.50	61° 05' 41"	12.26	11.69	S 58° 27' 09" W
C7	59.00	90° 00' 00"	92.68	83.44	S 45° 40' 00" E
C8	34.27	15° 03' 00"	9.00	8.97	N 04° 20' 00" E
C9	34.27	41° 58' 00"	25.10	24.54	N 00° 15' 00" E
C10	34.27	15° 03' 00"	9.00	8.97	N 19° 38' 00" E
C11	34.27	15° 03' 00"	9.00	8.97	N 34° 41' 00" E
C12	34.27	15° 03' 00"	9.00	8.97	N 49° 44' 00" E
C13	34.27	41° 58' 00"	25.10	24.54	N 68° 15' 00" E
C14	34.27	15° 03' 00"	9.00	8.97	N 83° 20' 00" E
C15	150.55	31° 43' 00"	31.72	31.60	N 48° 11' 30" E
C16	50.00	64° 18' 16"	56.12	53.22	N 89° 18' 16" E
C17	50.00	90° 34' 11"	79.03	71.08	N 59° 56' 56" E
C18	50.00	39° 54' 54"	34.83	34.13	N 82° 37' 10" E
C19	50.00	64° 18' 16"	56.12	53.22	S 27° 01' 37" E
C20	40.00	90° 34' 11"	63.23	56.87	S 44° 56' 56" E
C21	40.00	39° 54' 54"	27.87	27.32	S 82° 37' 10" E
C22	50.00	90° 00' 00"	78.54	70.71	S 45° 40' 00" E
C23	59.00	90° 00' 00"	92.68	83.44	S 45° 40' 00" E
C24	59.00	90° 00' 00"	92.68	83.44	S 45° 40' 00" E
C25	59.00	90° 00' 00"	92.68	83.44	S 45° 40' 00" E

State of Florida



Department of State

OFF REC 1872 PG 2651

I certify that the attached is a true and correct copy of the Articles of Incorporation of The Enclave Homeowners' Association, Inc.

a corporation organized under the Laws of the State of Florida, filed on June 13, 1986

The charter number for this corporation is N15415

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 13th day of June, 1986



George Firestone
Secretary of State

WP-104 CER-101

EXHIBIT # C

FILED

JUN 13 3 37 PM '86

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

THE ENCLAVE HOMEOWNERS' ASSOCIATION, INC.

A Corporation Not for Profit

OFF REC 1872PG2652

1. Name and Place of Business. The name of the corporation is THE ENCLAVE HOMEOWNERS' ASSOCIATION, INC. The place of business shall be Fort Myers, Lee County, Florida.

2. Purpose. The corporation is formed for the purpose of providing an entity to enforce the provisions of the Deed Restrictions to be recorded for The Enclave development, also known as Tract E, Bonita Bay Unit One. Additionally, the corporation shall be responsible for the maintenance of the common property which the developer may, from time to time, deed to the Association. The corporation may also levy assessments and collect same for any purpose designated in the Deed Restrictions.

3. Qualifications of Members and Manner of Their Admission. The members of this corporation shall constitute all of the record owners of homesite lots on the property described on attached Exhibit "A". Change in membership of this corporation shall be established by the recording in the public records of Lee County, Florida, of a deed or other instrument establishing record title to a homesite and the delivering to the corporation of a certified copy of same. The grantee designated by such instrument shall thereby become a member of the corporation, the membership of the grantor thereby shall terminate. Provided, however, that during the period that the developer of the Enclave, Enclave Venture Associates, a Florida General Partnership or its successors or assigns, hold any property in the development for sale in the ordinary course, the developer shall be entitled to the exclusive control of the corporation and shall be the only member entitled to vote in any corporate meeting or proceeding.

4. Term. The term for which this Association is to exist shall be perpetual.

5. Name and Residence of the Initial Incorporator. The name and residence of the initial incorporator to these

Articles of Incorporation are:

JEFF GOOD
~~1711 Periwinkle Way~~ 2323 Wooster Ln.
P.O. Box 621
Sanibel, Florida 33957

6. Directors and Officers. The affairs of the Association shall be managed by its Board of Directors. The officers of the corporation shall be a President, Vice President and Secretary-Treasurer, which officers shall be elected annually by the Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Section 11, notwithstanding the fact that some or all of them may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements; and all such agreements shall be presumed conclusively to have been made and entered by the directors and officers of this Corporation in the valid exercise of their lawful powers.

7. Names of Officers. The names of the officers who are to serve until the first election or appointment are as follows:

President	KEN GLUCKMAN
Vice-President	JEFF GOOD
Secretary-Treasurer	MARGARET ROVINS

8. Board of Directors. The Board of Directors shall consist of three persons and the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

KEN GLUCKMAN
~~1711 Periwinkle Way~~ 2323 Wooster Ln
P.O. Box 621
Sanibel, Florida 33957

JEFF GOOD
~~1711 Periwinkle Way~~ 2323 Wooster Ln.
P.O. Box 621
Sanibel, Florida 33957

MARGARET ROVINS
~~1711 Periwinkle Way~~ 2323 Wooster Ln.
P.O. Box 621
Sanibel, Florida 33957

REC 1871PG2653

9. By-Laws. The original By-Laws shall be made by the Board of Directors and/or declared under the Deed of Restrictions. The same may thereafter be amended, altered or rescinded only with the approval of not less than a majority of the Board of Directors.

10. Amendment of Articles. These Articles of Incorporation may be amended, altered or rescinded only with the approval of not less than two-thirds of the Board of Directors and not less than 75% of the members of the Corporation; provided, however, the Developer shall, so long as it has lots or units for sale in the ordinary course, be entitled to amend these Articles in any fashion it so desires as long as such amendment does not create additional financial obligations on unit owners and such amendment is consistent with the overall development plan for The Enclave.

OFF REC 1872 PG 2654

11. Powers. The corporation shall have all of the following powers:

a. All of the powers now and hereafter conferred upon corporations not for profit under the laws of Florida.

b. To acquire and enter into agreements whereby it acquires land, leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Development, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

c. To contract with a third party for the management of the Association's affairs and to delegate to the contractor all powers and duties of this corporation except such as are specifically required by the Declarations and/or the By-Laws to have the approval of the Board of Directors or the membership of the corporation.

d. To acquire by purchase or otherwise homesite of the Development known as The Enclave, subject nevertheless to the provisions of the applicable Declaration and/or By-Laws.

e. To operate and manage The Enclave Homeowners' Association, Inc., in accordance with the sense, meaning, direction, purpose and intent of the respective Declarations as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the applicable Declarations and/or By-Laws.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof we have hereunto set our hands and seals this 27 day of May, 1986.

Jeff Good (SEAL)
JEFF GOOD

OFF REC 1872 PG 2655

STATE OF FLORIDA:
§
COUNTY OF LEE :

BEFORE ME, the undersigned authority, personally appeared JEFF GOOD, well known to me, who upon oath acknowledged before me that he executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 27th day of MAY, 1986.

Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION [illegible]
BONDED THRU GENERAL [illegible]

FILED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance, with said Act:

JUN 13 3 37 PM '86

SECRETARY OF STATE

FIRST--That THE ENCLAVE HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at City of Sanibel, County of Lee, State of Florida, has named JEFF GOOD, located at ~~1711 Periwinkle Way~~ 2323 Wooster Ln., City of Sanibel, County of Lee, State of Florida, as its agent to accept service of process within this State.

OFF REC 1872 PG 2651

ACKNOWLEDGMENTS:

Having been named to accept service of process for the above-stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

By _____
Registered Agent

BYLAWS

OF

THE ENCLAVE HOMEOWNERS' ASSOCIATION, INC.

REC 1812PG265

ARTICLE I

Name

This corporation shall be known as THE ENCLAVE HOMEOWNERS' ASSOCIATION, INC., a non-profit Florida corporation.

ARTICLE II

Objects

The objects of this corporation are as follows: To enforce the Deed Restrictions for the Enclave, a 54 unit development in the Bonita Bay Development. Also to provide for the enhancement of property values, the maintenance of the community and its common property.

ARTICLE III

Meetings of Members

SECTION 1. Annual Meeting. The annual meeting of the membership of this corporation shall be held at_____ _____, on the 14th day of January, one of the purposes of which shall be the election of the Board of Directors for the ensuing year, all of whom shall take office immediately following election.

SECTION 2. Special Meetings. Special meetings may be held at the call of the President or by written request of a majority of the members of the Board of Directors.

EXHIBIT # D

SECTION 3. Notice. At least ten (10) days' notice in writing of each meeting, whether annual, regular or special, shall be mailed to each member of the corporation at his usual place of business or residence.

SECTION 4. Quorum. A majority of the members shall constitute a quorum for the transaction of business, but if at any meeting there shall be less than a quorum, a majority of those present may adjourn the meeting from time to time and place to place.

SECTION 5. Voting. Every member of the corporation, in good standing, shall have the right and be entitled to one vote, except as provided differently by the Articles of Incorporation in person or by proxy, upon every proposal properly submitted to vote at any meeting of the corporation.

SECTION 6. Voting in Master Association. Pursuant to the Master Deed of Restrictions for Bonita Bay recorded at O.R. Book 1778, at Page 3516, Public Records of Lee County, Florida, and according to the bylaws of the Bonita Bay Community Association, Inc., the enforcement entity for the referenced restrictions, these bylaws must provide a procedure for voting on community matters. The community association must also have designated a representative of this association. Community Association matters shall be brought before the membership at a special meeting (or annual meeting if one is scheduled) called for such purpose. A majority vote of those present in person or by proxy shall determine the vote of the association in the Bonita Bay Community Association, Inc., a representative of the

OFF REC 1872 PG 2658

OFF REC 1872PG2659

association (the president unless he or she cannot attend then the vice president) shall vote as if the results of the vote of this association was unanimous.

ARTICLE IV

Board of Directors

SECTION 1. Number and Term of Directors. The business, property and affairs of this corporation shall be managed by a Board of Directors composed of Three (3) persons who shall be members of this corporation. Each director shall hold office for the term for which he is elected and until his successor is elected and qualified. All directors shall hold office for a term of one year.

SECTION 2. Qualifications. The Board of Directors shall be citizens of the United States of America.

SECTION 3. Duties of the Board. The Board of Directors shall transact all business of the corporation. It shall determine the policies, fiscal matters, employment of staff and other personnel policies and in general assume responsibility for the guidance of the affairs of the corporation.

SECTION 4. Quorum. The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors.

SECTION 5. Time of Meeting. Annual meetings of the Board of Directors shall be held immediately following the annual meeting o

the members each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the President or by a majority of the Directors. Notice of each special meeting shall be given by the Secretary to each Director not less than five days before the meeting, unless each Director shall waive notice thereof before, or after the meeting.

OFF REC 1871 PG 2660

SECTION 6. Vacancies. Vacancies in the Board of Directors shall be filled by election by the remaining directors. Each person so elected to fill a vacancy shall remain a director until his sucessor has been elected by a vote of the membership present, who may make such election at their next annual meeting, or at any special meeting duly called for that purpose and held prior thereto.

SECTION 7. Power to Elect Officers. The Board of Directors, at their annual meeting, shall elect a President, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors shall have the power to appoint such other officers and employees as the Board may deem necessary for transaction of the business of the corporation. The Board shall have the power to fill any vacancy in any office, occuring for any reason whatsoever.

SECTION 8. Removal of Directors, Officers and/or Employees. Any Director, officer and/or employee may be removed by the Board of Directors, whenever, in the judgment of the Board, the best interests of the corporation will be served thereby, by a vote of the Board of Directors.

SECTION 9. Investments. All investments of funds of the corporation shall be first approved by the Board of Directors.

SECTION 10. Annual Reports. The President and Treasurer shall present their respective reports of the operation of the corporation for the preceding year, at the annual meeting of the Board of Directors of the membership.

OFF REC 1872PG2661

ARTICLE V

Officers

SECTION 1. Officers. The officers of the Board of Directors shall be the officers of this corporation. They shall consist of the President, Vice President, Secretary and Treasurer, all of whom shall be members of the Board of Directors. Each officer shall be elected to hold office for a period of one year.

SECTION 2. President.

A. The President shall:

(1) Preside at all meetings of the Board of Directors;

(2) Make all committee appointments;

(3) Be a member ex-officio of all committees;

(4) Perform all other duties usually pertaining to the office of President.

SECTION 3. Vice President.

A. The Vice President shall:

(1) Preside at all meetings of the Board of Directors in the absence of the President;

(2) Perform all such other duties usually pertaining to the office of the Vice President.

DEF REC 1872PG2662

SECTION 4. Treasurer.

A. The Treasurer shall:

(1) Be custodian of all funds and securities of the corporation and collect interest thereon;

(2) Keep a record of the accounts of the corporation and report thereon at each regular meeting of the Board of Directors;

(3) Make a report at the annual meeting and special reports when requested;

(4) Deposit all monies of the corporation in the name of the corporation, in a bank or banks selected and designated by the Board of Directors, subject to withdrawal for authorized purposes, upon the joint signatures of two of the officers of the corporation, one of whom shall be the Treasurer and the other of whom shall be the President or Vice President;

(5) Prepare and file reports and returns required by all governmental agencies.

SECTION 5. Secretary.

A. The Secretary shall:

(1) Record the minutes of all meetings;

(2) Write up the minutes the day following the meeting;

(3) Confer with the President for possible omissions;

(4) Have custody of the seal of the corporation;

(5) Give notices of all meetings required by statutes, bylaws or resolutions;

(6) Take attendance record at meetings;

(7) Maintain committee reports;

(8) Carry on all necessary correspondence of the corporation;

(9) Perform such other duties as may be delegated to him by the Board of Directors.

OFF REC 1872 PG 2663

ARTICLE VI

Committees

The corporation shall have such committees as the Board of Directors may from time to time designate and the committees shall have such powers as the Board of Directors shall confer upon them.

ARTICLE VII

Fiscal Year

The fiscal year of the corporation shall be the calendar year.

OFF REC 1872 PG 2664

ARTICLE VIII

Rules of Order

"Robert's Rules of Order" shall be the parliamentary authority for all matters of procedure not specifically covered by these bylaws.

ARTICLE IX

Amendments

The Board of Directors may later amend, revise, add to, repeal or rescind these bylaws and/or adopt new bylaws at pleasure by a majority vote of all the members of the Board of Directors at any meeting of the Board of Directors, provided that notice of the proposed alteration, amendment, revision, addition, repeal or rescission of the bylaws or adoption of new bylaws shall have been given at least thirty (30) days preceding the meeting.

ARTICLE X

Corporate Seal

The Board of Directors shall provide a suitable seal containing the name of the corporation and the words "corporation not for profit", which seal shall be in charge of the Secretary.

ARTICLE XI

Compensation

No compensation shall be paid to Directors for services performed by them for the corporation in any capacity unless a

resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services were rendered.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals, this _____ day of _____, 19__, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

OFF REC 1872 PG 2665

_____
JEFF GOOD

_____
KEN GLUCKMAN

_____
MARGARET ROVINS

STATE OF FLORIDA)
) $
COUNTY OF LEE)

Before me, a Notary Public duly authorized to take acknowledgments, personally appeared JEFF GOOD, to me known to be the person described as subscriber in and who executed the foregoing Bylaws, and he acknowledged before me that he executed and subscribed to these Bylaws.

Witness my hand and official seal in the county and state named above this _____ day of _____, 19___.

_____
Notary Public

My Commission Expires:

OFF REC 1872 PG 2666

STATE OF NEW JERSEY)
) $
COUNTY OF _____)

Before me, a Notary Public duly authorized to take acknowledgments, personally appeared KEN GLUCKMAN and MARGARET ROVINS, to me known to be the persons described as subscribers in and who executed the foregoing Bylaws, and they acknowledged before me that they executed and subscribed to these Bylaws.

Witness my hand and official seal in the county and state named above this _____ day of _____, 19___.

_____
Notary Public

My Commission Expires:

CONSENT AND JOINDER

THE UNDERSIGNED is one of the owners and holders of a certain Mortgage given by ENCLAVE VENTURES ASSOCIATES, a Florida general partnership, to BONITA BAY PROPERTIES, INC. and SAMUEL MINEO, on the 7th day of January, 1986, said Mortgage being recorded in Official Record Book 1823 at Page 1829, Public Records of Lee County, Florida, does hereby join in and consent to the foregoing Declaration of Covenants and Restrictions for The Enclave at Bonita Bay, dated the 21st day of May, 1986.

DATED this 23rd day of June, 1986.

OFF REC 1872PG2667

Witnesses:

Linda M Nestler

Samuel Mineo
SAMUEL MINEO

STATE OF ~~FLORIDA~~ Pennsylvania
COUNTY OF ~~LEE~~ Allegheny

BEFORE ME, the undersigned authority, personally appeared SAMUEL MINEO, who after being by me first duly cautioned and sworn, deposes and says that he is the person described in the foregoing Consent and Joinder and he further acknowledges that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of June, 1986.

Barbara J. Kramer
Notary Public

My Commission Expires: June 13, 1987

CONSENT AND JOINDER

THE UNDERSIGNED, is one of the owners and holders of a certain Mortgage given by ENCLAVE VENTURES ASSOCIATES, a Florida general partnership, to BONITA BAY PROPERTIES, INC. and SAMUEL MINEO, on the 7th day of January, 1986, said Mortgage being recorded in Official Record Book 1823 at Page 1829, Public Records of Lee County, Florida, does hereby join in and consent to the foregoing Declaration of Covenants and Restrictions for The Enclave at Bonita Bay, dated the 21st day of May, 1986.

OFF REC 1812 PG 2668

DATED this 11 day of June, 1986.

Witnesses:

BONITA BAY PROPERTIES, INC., a Florida corporation

BY: _____
Its President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared Gary A. Armstrong as President of BONITA BAY PROPERTIES, INC., a Florida corporation, who after being by me first duly cautioned and sworn, deposes and says that he has executed the foregoing Consent and Joinder on behalf of the said corporation and that he is authorized to sign same on behalf of said corporation, for the purposes therein described.

WITNESS my hand and official seal this 11th day of June, 1986.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 24,1990
BONDED THRU GENERAL INS. UND.

CONSENT AND JOINDER

THE UNDERSIGNED, as one of the owners of property covered by the Declaration of Covenants and Restrictions for the Enclave at Bonita Bay, does hereby join in and consent to the foregoing Declaration of Covenants and Restrictions for the Enclave at Bonita Bay dated the 21st day of May, 1986.

DATED this 28th day of June, 1986

Dolores P. Bilodeau
Dolores Bilodeau

OFF REC 1812PG2669

RECORDED AND RECORD VERIFIED
CLERK CIRCUIT COURT
LEE COUNTY FLA

OCT 6 3 38 PM '86

STATE OF NEW JERSEY

COUNTY OF BERGEN

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

DOLORES BILODEAU, A Married Woman

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 28th day of June, 1986.

Notary Public
ILONA J. UNTELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 11, 1990

My Commission Expires:
September 11, 1990

(SEAL)

A true and correct copy of such Declaration of Covenants and Restrictions for the Enclave at Bonita Bay is attached hereto and incorporated herein by reference.