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This instrument prepared by:
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4001 Tamiami Trail North, #250
Naples, FL 34103

DECLARATION OF CONDOMINIUM

FOR

ESPERIA SOUTH, A CONDOMINIUM

On this 30 day of October, 2007, ESPERIA AT BONITA BAY, INC., a Florida corporation, called Developer, the owner of the fee simple title to the land described herein, for itself, its successors and assigns, hereby makes the following declarations:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The Developer hereby submits to the condominium form of ownership in the manner provided for by Chapter 718, Florida Statutes, as amended to the date hereof (The Condominium Act), the land described in paragraph 3. hereof, together with all improvements now and later situated thereon and all rights and easements appurtenant thereto with all such property hereinafter collectively referred to as the "Condominium Property."

2. NAME AND ADDRESS. The name by which this Condominium is to be identified is ESPERIA SOUTH, A CONDOMINIUM, sometimes hereinafter called the "Condominium." The street address for this Condominium is 4951 Bonita Bay Boulevard, Bonita Springs, Florida 34134.

3. THE LAND. The land submitted to the condominium form of ownership by this instrument is located in Lee County, Florida, and is described as follows:

> ALL THAT PART OF TRACTS 102 AND 103, BONITA BAY UNIT FIFTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 15 THROUGH 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 103; THENCE NORTH 83°54'43" WEST ALONG THE NORTHERLY LINE OF SAID TRACT 103 A DISTANCE OF 202.94 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE LEAVING SAID NORTHERLY LINE OF SAID TRACT 103 SOUTH 76°12'47" EAST 48.58 FEET;

THENCE SOUTH 13°47'13" WEST 63.18 FEET;
THENCE SOUTH 58°47'13" WEST 3.98 FEET;
THENCE NORTH 76°12'47" WEST 7.14 FEET;
THENCE SOUTH 13°47'13" WEST 19.67 FEET;
THENCE NORTH 76°12'47" WEST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 6.76 FEET;
THENCE SOUTH 76°12'47" EAST 4.77 FEET;
THENCE SOUTH 13°47'13" WET 27.91 FEET;
THENCE NORTH 76°12'47" WEST 4.77 FEET;
THENCE SOUTH 13°47'13" WEST 6.76 FEET;
THENCE SOUTH 76°12'47" EAST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 19.67 FEET;
THENCE SOUTH 76°12'47" EAST 7.14 FEET;
THENCE SOUTH 31°12'47" EAST 3.98 FEET;
THENCE SOUTH 13°47'13" WEST 25.07 FEET;
THENCE SOUTH 58°47'13" WEST 3.98 FEET;
THENCE NORTH 76°12'47" WEST 4.09 FEET;
THENCE SOUTH 13°47'13" WEST 31.45 FEET;
THENCE SOUTH 76°12'47" EAST 21.32 FEET;
THENCE SOUTH 13°47'13" WEST 33.83 FEET;
THENCE NORTH 76°12'47" WEST 14.02 FEET;
THENCE SOUTH 13°47'13" WEST 17.78 FEET;
THENCE SOUTH 76°12'47" EAST 61.78 FEET;
THENCE NORTH 13°47'13" EAST 54.94 FEET;
THENCE SOUTH 76°12'47" EAST 25.27 FEET;
THENCE SOUTH 13°47'13" WEST 122.51 FEET;
THENCE NORTH 76°12'47" WEST 287.74 FEET;
THENCE NORTH 13°47'13" EAST 68.27 FEET;
THENCE NORTH 76°12'47" WEST 12.08 FEET;
THENCE NORTH 13°47'13" EAST 55.00 FEET;
THENCE SOUTH 76°12'47" EAST 30.30 FEET;
THENCE NORTH 13°47'13" EAST 149.95 FEET TO THE BEGINNING OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 44.37 FEET;
THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 69.70 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 76°12'47" EAST 27.57 FEET;
THENCE NORTH 13°47'13" EAST 10.50 FEET;
THENCE SOUTH 76°12'47" EAST 61.57 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

This property is sometimes hereinafter referred to as the "Land."

A survey of this land is contained in Exhibit A attached to this Declaration of Condominium.

4. DESCRIPTION OF CONDOMINIUM PROPERTY. The improvements comprising part of the Condominium Property are described as follows:

Each Unit is identified by number. Such numbers are:

301 South, 302 South, 303 South, 304 South, 305 South
401 South, 402 South, 403 South, 404 South, 405 South
501 South, 502 South, 503 South, 504 South, 505 South
601 South, 602 South, 603 South, 604 South, 605 South
701 South, 702 South, 703 South, 704 South, 705 South
801 South, 802 South, 803 South, 804 South, 805 South,
901 South, 902 South, 903 South, 904 South, 905 South,
1001 South, 1002 South, 1003 South, 1004 South, 1005 South,
1101 South, 1102 South, 1103 South, 1104 South, 1105 South,
1201 South, 1202 South, 1203 South, 1204 South, 1205 South,
1401 South, 1402 South, 1403 South, 1404 South, 1405 South,
1501 South, 1502 South, 1503 South, 1504 South, 1505 South,
1601 South, 1602 South, 1603 South, 1604 South, 1605 South,
1701 South, 1702 South, 1703 South, 1704 South, 1705 South,
1801 South, 1802 South, 1803 South, 1804 South, 1805 South,
1901 South, 1902 South, 1903 South, 1904 South, 1905 South,
2001 South, 2002 South, 2003 South, 2004 South, 2005 South,
2101 South, 2102 South, 2103 South, 2104 South, 2105 South,
2201 South, 2202 South, 2203 South, 2204 South, 2205 South,
2301 South, 2302 South, 2303 South, 2304 South, 2305 South,
2401 South, 2402 South, 2403 South, 2404 South, 2405 South,
2501 South, 2502 South, 2503 South, 2504 South, 2505 South,
PH-101 South, PH-102 South, PH-103 South
PH-201 South, PH-202 South, PH-203 South
PH-301 South, PH-302 South, PH-303 South

A graphic description of the building containing the Units is attached hereto as Exhibit B. A survey of the land showing all existing easements and a plot plan showing the improvements

thereon is attached hereto as Exhibit A. Said Exhibits, together with this Declaration, identify the "Common Elements," and each "Unit" and their relative locations and approximate dimensions.

The improvements upon the land are constructed substantially in accordance with the exhibits attached to this document.

5. DEFINITIONS. In addition to the definitions set out in the Condominium Act the following is the meaning of terms used in this document:

5.1 Units. The term "Units," as used herein, shall mean and comprise the one hundred nineteen (119) separate dwelling units. Each Unit, sometimes hereinafter referred to as an apartment, shall include that part of the building that lies within the following boundaries:

Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(2) Lower boundary - the horizontal plane of the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

Included in the Units are all glass and other transparent material in the walls of the Unit, insect screens and screening in windows and doors, and the materials covering other openings in the exterior of the Units.

(c) Exclusions from Units. Not included in the Units are:

(1) All pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a Unit for the furnishing of utility services, heating, cooling or ventilation to Units, Common Elements or Limited Common Elements.

(2) All spaces and improvements lying beneath the undecorated or unfinished inner surface of all interior columns, bearing walls and bearing partitions.

(3) All spaces and improvements lying beneath the undecorated or unfinished inner surface of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural element of each Unit.

5.2 Common Elements. The term "Common Elements," as used herein, shall mean and comprise all of the real property of the Condominium except Units including: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium.

The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Furthermore, the Association has the authority to limit the access to and use of all service equipment areas, maintenance areas and roof areas used for machinery and equipment and may limit access to the areas identified as Common Elements only for the purpose intended.

5.3 Limited Common Elements. "Limited Common Elements" as the term is used herein, shall mean and comprise those portions of the Common Elements which are reserved herein, for the exclusive use of a certain Unit or Units. Certain of the parking spaces and enclosed garages identified on Exhibit B are designated as Limited Common Elements and shall become appurtenant to the Unit to which they will be assigned by the Developer in its sole discretion. Units shall be entitled to the exclusive use of no less than two (2) parking spaces or an enclosed garage which will be assigned by the Developer. Parking spaces and enclosed garages which are assigned as a Limited Common Element appurtenant to a Unit may be exchanged with or transferred to another Unit owner if the Unit owners desiring the exchange or transfer execute a document in recordable form with the formalities required for the execution of a deed evidencing such exchange or transfer and the Association executes a consent to the same. The balcony or balconies (terrace or terraces) of each Unit which are designated as Limited Common Elements are appurtenant to such Unit. The built-in planters located on the third floor of the building as identified on Exhibit B are designated as Limited Common Elements and are appurtenant to the unit adjacent to the extended terrace on which they are located; namely, Units 301, 302, 303, 304 and 305. The Association has the right to reasonable access to and across all Limited Common Elements for the purpose of any inspection, maintenance and repairs which are the responsibility of the Association.

5.4 Association. Association means ESPERIA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC.

5.5 Association Property. Association Property means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners. Included as Association Property is the pool, Guest Suites and all the amenities located on the Common Recreational Area, also known as Esperia Commons identified on Exhibit A, and the equipment located in the Pool Mechanical Room located in Esperia South, a condominium. The pool and all the amenities located on the Common Recreational Area, also known as Esperia Commons, and the Pool Mechanical Room located in Esperia South, a condominium, are available for the use and or benefit of all members of the Association and all members of the Association receive economic benefit from the pool and all the amenities located on the Common Recreational Area, also known as Esperia Commons, and the Pool Mechanical Room and the equipment therein, located in Esperia South, a condominium, and therefore the maintenance, repair and replacement costs related thereto are a common expense of the entire Association. The Developer will convey to the Association, at the time of the recording of the Declaration of Condominium, the property identified as Common Recreational Area, also known as Esperia Commons, on Exhibit A for the use and benefit of the Unit Owners. The property identified as Future Common Recreational Area, also known as Esperia Commons, will be conveyed to the Association when the Declaration of Condominium for Esperia North, a condominium, is recorded.

5.6 Common Expenses. "Common Expenses" shall mean all expenses for which all the owners of Units shall be liable to the Association, including:

(a) Expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the Common Elements and the Association property.

(b) Expenses declared to be Common Expenses by the Condominium Act, the Declaration or by the Bylaws of the Association, and any valid charge against the property as a whole.

5.7 Common Surplus. "Common Surplus" means the amount of all receipts or revenue, including but not limited to, assessments, rents or profits collected by the Association that exceeds the Common Expenses.

5.8 Utility Services. Utility services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

6. APPURTENANCES TO UNITS. There shall be appurtenant, and pass with title to

each Unit, the rights, shares and interests provided by the Condominium Act, including the following:

6.1 A 1/119 undivided share in the Common Elements of the condominium, and an undivided share in the Common Recreational Area, also known as Esperia Commons, and the Common Surplus based upon a fraction, the numerator of which is the number one "1" and the denominator of which shall be the total number of units in both condominiums operated by the Association.

6.2 The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements.

6.3 An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated.

6.4 Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, for:

(a) The furnishing and maintenance of public utility services to all Unit owners; and

(b) The non-exclusive right of ingress and egress over streets, walks and other rights-of-way serving the Units of the Condominium as part of the Common Elements and the Common Recreational Area, also known as Esperia Commons, necessary to provide reasonable access to the public ways.

6.5 An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element or the Common Recreational Area, also known as Esperia Commons, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit owner or owners, including encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

6.6 An exclusive easement for the use of the area occupied by the air conditioning equipment, ducts, and fixtures situate in or on Common Elements of the Condominium, or the Common Recreational Area, also known as Esperia Commons, but exclusively serving a Unit, and individually owned or required to be maintained by the Unit owner, if any. This exclusive easement shall terminate upon permanent vacation of the area occupied, however, the removal of such equipment and fixtures for repair or replacement shall not be considered a vacation of this easement.

6.7 The right to membership in the "Association," upon the terms and conditions set forth elsewhere herein.

7. ASSOCIATION. The operation of the Condominium shall be by ESPERIA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC. ("the Association"), a corporation not for profit under the laws of Florida. The following provisions shall apply to the Association:

7.1 Articles of Incorporation. A copy of the initial Articles of Incorporation of the Association is attached as Exhibit C and incorporated by reference herein.

7.2 Bylaws. A copy of the initial Bylaws of the Association is attached as Exhibit D and incorporated by reference herein.

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to the Unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 Restraint Upon Assignment of Shares in Assets. The share of each member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

7.5 Approval or Disapproval of Matters. Whenever the decision or approval of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner at an Association meeting. Any decision or approval of Unit owners on any matter called for by this Declaration, the Articles of Incorporation or Bylaws, or any statute, to be taken at a meeting of Unit owners, is hereby expressly allowed to be taken instead by signed consents or written agreement (which agreement may be in counterparts) without a meeting, except where specifically prohibited by law.

7.6 Membership in Association. All of the record owners of Units in the Condominium shall be members of the Association.

7.7 Voting Rights in Association. Each Unit shall be entitled to one indivisible vote. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person or a single trustee, the record owner has the right to vote. If a unit is owned jointly by two or more natural persons or trustees, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves as to how their one (1) vote will be cast on any question, the vote shall not be counted on that question. If the

owner of a unit is a corporation, the vote of that unit may be cast by the president or any vice president of that corporation. If the owner is a partnership, the vote may be cast by any general partner of that partnership. If the owner is a limited liability company, the vote may be cast by the manger, managing member, or, if none, by the person designated by the members.

7.8 Association Authority. Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall administer and manage the Condominium Property; provided that the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.

8. ASSESSMENTS. To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

8.1 Determination of Assessments. Assessments by the Association for expenses specific to this condominium against each owner of a Unit shall be equal to a fraction, the numerator of which is the number one "1" and the denominator of which is 119. In addition, the owner of a Unit shall be liable for his share of the Common Expenses of the Association equal to a fraction, the numerator of which is the number one "1" and the denominator of which shall be the total number of Units in both condominiums operated by the Association. Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

8.2 Time for Payment. The assessment levied against the owner of each Unit for his Unit shall be payable quarterly on January 1st, April 1st, July 1st and October 1st of each year, or such other dates as shall from time to time be fixed by the Board of Directors of the Association.

8.3 Annual Budget. The Board shall, in accordance with the Bylaws of the Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expense for the forthcoming year required for the proper operation, management and maintenance of the Condominium and the Common Recreational Area, also known as Esperia Commons, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners. Upon adoption of

each annual budget by the Board, copies thereof shall be delivered to each Unit owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium and the Common Recreational Area, also known as Esperia Commons, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

8.4 Reserve Fund. The Board, in establishing each annual budget, shall include therein, to the extent required by the Condominium Act and not waived by the owners, a sum to be collected and maintained as reserve fund for capital expenditures and deferred maintenance as required by the Condominium Act.

8.5 General Operating Reserve. The Board may establish other reserve accounts in any of the operating budgets for contingencies, unanticipated operating expenses, cash flow shortages, or other similar purposes. The purpose of such reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget(s) each year. Funds so reserved may be spent for any purpose approved by the Board.

8.6 Use of Association Funds. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds. This does not prohibit this multicondominium association from commingling the operating funds of separate condominiums or the reserve funds of separate condominiums. Furthermore, for investment purposes only, this multicondominium association may commingle the operating funds of separate condominiums with the reserve funds of separate condominiums. A manager or business entity required to be licensed or registered under Florida law, or an agent, employee, officer, or director of the Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium association or the funds of a community association. All funds and other assets of the Association, and any increments thereto, or profits derived therefrom or from the leasing or use of Common Elements or the Common Recreational Area, also known as Esperia Commons, including Common Surplus, shall be held for the benefit of the members of the Association. No member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy at a duly called meeting of the association.

8.7 Delinquency or Default. The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the maximum rate allowed by law until the same, and all interest due thereon, has been paid in full.

8.8 Personal Liability of Unit Owner. The owner(s) of each Unit, regardless of how title is acquired, shall be personally liable, jointly and severally, as the case may be, for the payment of all assessments coming due while a Unit owner, together with interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

8.9 Liability Not Subject to Waiver. No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

8.10 Lien for Assessment. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for unpaid assessments, interest, all reasonable costs and attorney's fees incurred by the Association incident to the collection process and other amounts due from the owner to the Association as provided in this Declaration or the Condominium Act. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Lee County, Florida, and in any suit for the foreclosure of said lien, the Association, in the discretion of the Court, may be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said Unit. The rental required to be paid shall be a reasonable rental for the Unit.

8.11 Recording of and Priority of Lien. Except as provided in section 8.12 below, the lien of the Association shall be effective from and shall relate back to the recording of this original Declaration of Condominium in the Public Records of Lee County, Florida. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of Lee County, Florida. A claim of lien shall state the description of the Unit encumbered thereby, the name of the record owner, the name and address of the Association, and the amount due and date(s) when due. No such lien which is recorded shall continue for a period longer than one year after the claim of lien has been recorded unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. This one year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a filing of a bankruptcy petition by the Unit owner or any other person claiming an interest in the Unit. Such claims of lien shall secure all

unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

8.12 Effect of Foreclosure or Judicial Sale. A Unit owner, regardless of how his title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the Unit owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(1) The Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) One percent (1%) of the original mortgage debt. The provision of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

8.13 Effect of Voluntary Transfer. When the owner of any Unit proposes to sell the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed purchaser a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer or Agent of the Association and any purchaser may rely upon such statement in concluding the proposed purchase transaction, and the Association shall be bound by such statement.

In any conveyance of a Unit, including a foreclosure sale or deed in lieu of foreclosure, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and

proceed in the same manner as provided for the collection of unpaid assessments.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

9. USE RESTRICTIONS. Use of the Condominium Property shall be in accordance with the following provisions:

9.1 Units. Each of the Units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. A family may consist of two (2) unrelated adult persons and their immediate family members living together and functioning as a single household. No Unit may be divided or subdivided into a smaller unit.

9.2 Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit owners.

9.3 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to occupants or which interferes with the lawful and proper use of the Condominium Property by occupants. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance carried by the Association.

9.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be that of those responsible for the maintenance and repair of the property concerned.

9.5 Leasing. After approval by the Association, entire Units may be rented provided the occupancy is only by the Lessee and his family, his servants and guests. No rooms may be rented and no transient tenants may be accommodated. No lease shall be for a period of less than thirty (30) days. No Unit may be leased more than six (6) times per calendar year. For the purpose of this paragraph, tenant occupancy will be construed to be a non-related guest while the Unit owner/Primary Occupant is not in residence or a paying tenant pursuant to a lease arrangement.

Family members of the Unit owners shall not in any circumstances be considered as tenants for the purpose of this paragraph, and may occupy the Unit with the permission of the Unit owner without regard to whether the owner is in residence. When a Unit is to be occupied by a family member, while the owner is not in residence, the owner shall, at least ten (10) days prior to the arrival of the family member, notify the manager of the building of such fact and shall further give the name of all persons who will be permitted to occupy the Unit as family members.

9.6 Floor Surface. Hard surface floor materials, other than those originally installed by the Developer, such as vinyl or ceramic tiles, may not be applied to the floor surfaces of any portion of the Unit unless there is an approved form of some sound deadening or sound insulation material meeting a minimum IIC rating of 48 according to the ASTM standards E989-89 and E492-90, or the current versions of these standards, on a slab specimen that delivers a IIC rating of 27 with no other materials, placed between such flooring and the unfinished floor surface of the Unit. Said hard surface floor materials must be approved in writing by the Association prior to their installation.

9.7 Minors. Children shall be closely supervised at all times by an adult to insure that they do not injure themselves or become a source of annoyance to other residents of the Condominium. The Board of Directors shall at all times have the authority to reasonably require that the Unit Owner, lessee, guest or other adult who is responsible for a particular child remove him or her from any Common Element area if the child's conduct is such that the Board believes this action is necessary.

9.8 Pets. Household pets (not to exceed two (2) in number) may be kept in a Unit; provided they are kept on a leash while outside their owner's apartment. In the event that any pet kept on the premises, including a dog, should constitute a nuisance in the opinion of a majority of the Board of Directors, then the owner when so notified in writing, shall be required to immediately remove said pet from the premises.

9.9 Signs. No signs, advertisements or notices of any type and no exterior antennas or aerials shall be placed or erected upon the Common Elements, nor shall the same be placed or erected within Units if visible from outside the Unit. Provided, however, the Board of Directors in their regulations may vary these requirements.

9.10 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

9.11 Screens. The backing of all drapes and the exterior surface of all window coverings visible from the outside of any Unit shall be off-white in color. The Board of Directors shall adopt hurricane shutter specifications pursuant to F.S. 718.113 which must be followed by all owners.

Certain balconies or terraces serving Units have screen enclosures. Said screens may not be altered unless prior approval is granted by Bonita Bay Community Association, Inc. and Esperia at Bonita Bay Condominium Association, Inc.

9.12 Proviso. Notwithstanding the above restrictions, until Developer has completed all of the contemplated improvements and closed the sale of all of the Units in the Condominium, neither the Unit owner nor the Association, nor the use of the Condominium Property, shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the Units and Common Elements as may facilitate such completion and sale, including but not limited to the maintenance of a sales office and models, the showing of the property and the display of signs. This provision may not be amended without the consent of Developer.

9.13 Bonita Bay Restrictions. The Condominium Property is within the Bonita Bay Community, a planned community. A Declaration of Protective Covenants and Restrictions for Bonita Bay and for the Condominium Property (the Protective Covenants) has been filed by the Developer of Bonita Bay, Bonita Bay Properties, Inc., in Official Records Book 1778, Page 3516, Public Records of Lee County, Florida, as thereafter amended. The Protective Covenants encumber the Condominium Property. Said Declaration requires each Unit owner to be a member of the Bonita Bay Community Association, Inc., a not-for-profit corporation. Declaration of Protective Covenants and Restrictions for Esperia at Bonita Bay (Tracts 102 and 103 and a portion of Tract 101, Bonita Bay Unit Fifty-One) have been filed by the Developer of Bonita Bay, Bonita Bay Properties, Inc., as Instrument No. 2005000103072 in the Public Records of Lee County, Florida.

10. COMPLIANCE AND DEFAULT. Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit owner to comply therewith shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act.

10.1 Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

10.2 Costs and Attorney Fees. In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

10.3 No Waiver of Rights. The failure of the Association or any Unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

11. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit owners who are financially responsible, and thus protect the value of the Units, the transfer of Units by any owner other than the Developer (subject to the provisions of paragraph 16) shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit owner covenants to observe:

11.1 Transfers Subject to Approval.

(a) Sale. No Unit owner may dispose of a Unit or any interest in any Unit by sale without approval of the Association, except to an existing Unit owner.

(b) Lease. No Unit owner may dispose of a Unit or any interest in any Unit by lease without approval of the Association, except as to an existing Unit owner, a current lease or a renewal of an existing lease.

(c) Gift. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(e) Other Transfers. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an

executed copy of the proposed contract to sell.

(2) Lease. A Unit owner intending to make a bona fide lease of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, Devise or Inheritance; Other Transfers. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure To Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership.

(5) Interview. The Board of Directors may require a personal interview of the prospective Unit owner as part of the required information.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association in recordable form, which shall be recorded in the public records of Lee County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association and delivered to the lessee.

(3) Gift, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit owner's ownership of his Unit. If approved, the approval shall be stated in a certificate in recordable form executed by the Association, which shall be recorded in the public records of Lee County, Florida, at the expense of the Unit owner.

(c) Approval of Occupant.

If the Unit owner or purchaser is a corporation, partnership, trust or some other entity, the approval of ownership by the corporation, partnership, trust or other entity may be conditioned by requiring that the persons occupying the Unit be approved by the Association. Any person designated and approved by the Association shall be deemed the Primary Occupant.

11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by the Association approving the purchaser shall be recorded in the public records of Lee County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded at the public records of Lee County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, the Unit owner shall be advised of the

disapproval in writing and the lease shall not be made.

(c) Gifts, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sale price.

(4) A certificate of the Association approving the purchaser shall be recorded in the public records of Lee County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Lee County, Florida, at the expense of the Unit owner.

11.4 Mortgage. No Unit owner may mortgage his Unit nor any interest in it without the approval of the Association except to a vendor to secure all or a portion of the purchase price or to an "Institutional Lender," which term shall mean and include a commercial or savings bank, life insurance company, a savings and loan association, mortgage company, pension or profit sharing fund or trust fund, business trust, real estate or mortgage investment trust or any assignee of a loan made by such lender, the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Federal Home Loan Mortgage Corporation, any agency of the United States of America or the State of Florida, or the holder of a first mortgage that is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any

agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an Institutional Lender or other mortgagee approved by the Association that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or Association approved mortgagee that so acquires its title.

11.6 Unauthorized Transactions. Any sale or mortgage not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

12. MAINTENANCE AND EXPENSES. Responsibility for the maintenance of the Condominium Property and payment of expenses shall be governed by the following:

12.1 Association Maintenance. The Association shall maintain, repair and replace, at the Association's expense, the following:

(a) Common Elements.

(b) Limited Common Elements unless otherwise provided in this Declaration.

(c) All portions of the building contributing to the support of the building, whether or not within a Unit (except exterior surfaces, within Units), which portions shall include but not be limited to load-bearing walls.

(d) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services that service part or parts of the Condominium other than the Unit within which located.

(e) All incidental damage caused to a Unit by Association work.

(f) All conduits, ducts, plumbing, wiring, equipment, machinery and other facilities for the furnishing of air conditioning or heating to a Unit and located on the Common Elements.

(g) The exterior building glass curtain wall and windows of the building other than operable windows opening into the Unit.

(h) If the Association elects to insure the sliding glass doors servicing the Unit and/or

operable windows opening into the Unit, the Association shall pay for the repair and replacement of such items to the extent of such insurance proceeds.

(i) Balconies and terraces except for cleaning and routine maintenance, and except for the maintenance repair, and replacement of any improvements constructed by the Unit owner on the terrace with Association approval, which shall be the responsibility of the Unit owner. However, the Association shall have control over all plants, materials, soil and the like, contained in the built-in planters designated as Limited Common Elements located on the extended terraces of Units 301, 302, 303, 304 and 305 including the right to replace any plants and materials contained therein. The Association shall be responsible for the routine maintenance of the built-in planters.

(j) The Bonita Bay Community Association, Inc., by virtue of the Declaration of General Protective Covenants and Restrictions for Bonita Bay recorded in O.R. Book 1778, Page 3516, Public Records of Lee County, Florida, as amended, and by virtue of the Declaration of Protective Covenants and Restrictions for Esperia at Bonita Bay (Tracts 102 and 103 and a portion of Tract 101, Bonita Bay Unit Fifty-One) recorded as Instrument No. 2005000103072 in the Public Records of Lee County, Florida, is responsible for the maintenance of the stormwater management system located in the common elements.

12.2 Unit Owner Maintenance. Each Unit owner shall be responsible for the following and shall maintain, repair and replace, at the Unit owner's expense, the following:

(a) All portions of his Unit except the structures and improvements located within his Unit to be maintained, repaired and replaced by the Association.

(b) Any air conditioning and heating equipment which is located within the Unit.

(c) All equipment, electrical fixtures, appliances and plumbing fixtures located within the Unit.

(d) All ceiling lamps, fixtures and bulbs.

(e) All doors serving a Unit, including hardware and glass.

(f) All water heaters located within the Unit.

(g) All built-in cabinets located within the Unit.

(h) All floor coverings.

(i) All storm shutters serving a Unit unless otherwise provided.

(j) The interior of all windows and glass curtain walls servicing a Unit shall be cleaned and maintained by the Unit owner; the interior and exterior of all sliding glass doors servicing a Unit shall be cleaned, maintained, repaired and replaced by the Unit owner; all operable windows opening into the Unit, whether or not part of the exterior glass curtain wall, shall be cleaned, maintained, repaired and replaced by the Unit owner.

(k) Cleaning and routine maintenance of balconies and terraces serving the Unit, any planters located on such balconies and terraces, and any improvements constructed by the Unit owner on such balconies or terraces.

(j) Cleaning and routine maintenance of enclosed garages serving the Unit or appurtenant to the Unit.

12.3 Unit Owner's Responsibility. Notwithstanding the above paragraphs, a Unit owner shall comply with and be responsible for the following:

(a) Any damage caused by the Unit owner or its tenant or their guests and invitees, to the extent not covered by Association insurance.

(b) Unit owner agrees not to paint or otherwise decorate or change the exterior appearance of any portion of the exterior of the Condominium building without the consent of the Association.

(c) Unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

(d) In the event Unit owner fails to comply with its maintenance, repair and replacement obligations, the Association may, but shall not be obligated to, perform the necessary maintenance, replacement and repairs on behalf of Owner. In such event, the Owner shall pay to the Association the costs incurred by the Association in performing such maintenance, replacement or repairs. The Association shall have an easement for access to perform such maintenance, replacement or repairs.

12.4 Association Expenses. The items listed below shall be metered to and paid for by the Association as a Common Expense:

(a) All water and sewer charges for the Common Elements and for each Unit.

(b) All electrical service to the Common Elements.

(c) Trash collection.

(d) The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract in writing between the Board of Administrators of the Association and the company providing the master television antenna system or the cable television service.

(e) LP for gas appliances within Unit, the Common Elements and the Common Recreational Area, also known as Esperia Commons.

12.5 Unit Owner Expenses. The items listed below shall be metered to and paid for by a Unit owner for his Unit and shall not be a Common Expense:

(a) Electrical service for the Unit.

(b) Telephone service for the Unit.

(c) Cable television service for the Unit, subject to paragraph 12.4(d).

(d) Any gas, other than LP for gas appliances in Unit, oxygen or other utility service for the Unit.

13. INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

13.1 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. The named insured shall be the Association, individually, and as agent for the Unit owners without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements or memorandums of insurance for such mortgagees. The owner(s) of each Unit shall, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the improvements to and contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional expenses, provided that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

13.2 Required Coverage. The Association shall use its best efforts to obtain and maintain insurance coverage as follows, with such deductibles as may be determined by the Board of Directors of the Association:

(a) Casualty Insurance. Insurance coverage to protect the Association property, the Common Elements, and the Condominium Property required to be insured by the Association pursuant to Florida law.

(b) Public Liability Insurance. Public Liability insurance in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association.

(c) Workmen's Compensation Insurance. Workmen's Compensation insurance to meet the requirements of law.

(d) Flood Insurance. Flood Insurance in amounts deemed adequate by the Board of Directors as available through the National Flood Insurance Program.

13.3 Optional Coverage. The Association may purchase and carry such other insurance coverage, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

13.4 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from the Unit owners as Common Expenses.

13.5 Assured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee," as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

13.6 Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

13.7 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the

Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, as Trustee.

The Association shall be the Insurance Trustee unless the owners of thirty percent (30%) of the Units make written demand to the Association requesting the appointment of an independent trustee. In such event any proceeds will be paid to or any undisbursed proceeds in the control of the Association will be paid over to the independent Insurance Trustee. All persons for whose benefit such insurance is held shall be bound by the Association's selection of the Insurance Trustee.

The independent Insurance Trustee shall be selected by the Board of Directors. It shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and mortgagee(s), as their respective interests may appear.

The duty of the trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit owner being the same as the Unit owner's undivided share in the Common Elements appurtenant to his Unit.

(b) Units. Proceeds on account of damage to Units shall be held in as many undivided shares as there are damaged Units, the share of each Unit owner being in proportion to the cost of

restoring the damage suffered by each such Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit owner and mortgagee pursuant to the provisions of this Declaration.

13.8 Distribution of Proceeds. Proceeds of insurance policies received by the trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Trustee shall be paid first or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be retained by the Association as Common Surplus.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired to substantially equivalent value, the remaining proceeds shall be distributed to the beneficial owners, remittance to Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

14.1 Obligation to Repair Substantial Damage. Except for Condominium Property which a Unit owner is required to maintain, repair and replace, Condominium Property damaged by casualty shall be reconstructed and repaired by the Association unless the Condominium Property suffers Very Substantial Damage and Unit owners holding at least seventy-five percent (75%) of the voting interests of the Association vote not to reconstruct and repair such damaged property. As used in this Declaration, "Very Substantial Damage" shall mean that more than fifty percent (50%) of the Units are uninhabitable and cannot be rendered habitable within ninety (90) days from commencing repairs. Should any dispute arise as to whether or not Very Substantial Damage has occurred, the determination of the Board of Directors of the Association shall be binding on all parties.

14.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or if not, then according to plans and specifications approved by the Board of Directors of the Association and Unit owners holding at least two-thirds (2/3rds) of the voting interests of the Association.

14.3 Unit Owner Responsibility. If the damage is to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit owner, then the Unit owner shall be responsible for reconstruction and repair after casualty, and such work shall be done within a reasonable time. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

14.4 Estimates of Costs. As soon as reasonably possible after damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair and other information as may be relevant to the matter of repairing and rebuilding the Condominium Property.

14.5 Charges. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, charges shall be made by the Association against all Unit owners in sufficient amounts to provide funds for the payment of those costs. The charges shall be made as for a Common Expense, except that the cost of construction, reconstruction and repair to or for the benefit of a Unit, occasioned by a special improvement made at the request of the Unit owner and not for the benefit of other Units shall be charged to the owner of the Unit.

15. ALTERATIONS OF AND IMPROVEMENTS TO UNITS, COMMON ELEMENTS AND ASSOCIATION PROPERTY. Any alterations, improvements or additions to Units or Common Elements shall be in compliance with the following:

15.1 Units. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by majority vote shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (l) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on any terrace, the exterior of any Unit or the

building, any screens or glass, or any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or the Condominium Property so that it thereby differs in appearance from any other Unit or portion of the Condominium Property.

15.2 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and Association Property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than $50,000 in the aggregate in any calendar year without prior approval of at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at an annual or special meeting called for the purpose. Therefore, up to $50,000 in the aggregate worth of material alterations or substantial additions may be made in any calendar year by the Association with Board approval. If the material alteration or substantial addition is to the common elements of a Condominium, then approval of at least two-thirds (2/3rds) of the voting interests of said Condominium who are present and voting, in person or by proxy, at an annual or special meeting called for the purpose for expenditures greater than $50,000 in the aggregate for the Condominium in any calendar year. Alterations or additions to the Condominium's common elements costing less than that amount may be made with the approval of the two (2) Director/representatives from said Condominium. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

15.3 Exception. Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors of the Association shall adopt and approve a model, style, location and color of storm shutter as a standard storm shutter for use in the Condominium. No storm shutter except of the standard model, color, style and location adopted by the Board of Directors shall be used in or upon the Condominium. The periods of use of storm shutters shall be subject to regulation by the Board of Directors of the Condominium.

16. RIGHTS OF DEVELOPERS. So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the sale of such Unit, the right of first refusal, prior approval, or any right of redemption herein granted to the Association shall not be operative or effective in any manner. So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease any Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, subject to the requirements that the leases or lessees be approved by the Association and the right of first refusal, prior approval, or any right of redemption herein granted to the Association shall not be operative or effective in any manner. The Developer reserves the right, until all Units presently held by it are sold, to execute, on behalf

of the Association, Certificates of Approval approving persons for membership in the Association, provided due care and diligence is exercised in granting such approvals. However, notwithstanding anything to the contrary, the Developer, transferee or designee of the Developer, or Units owned by the Developer or its designee will not be partially or totally exempt under any requirements which apply to all other owners or Units and which pertain to any of the following: 1) requirements that leases or lessees be approved by the Association; 2) restrictions on the presence of pets; 3) restrictions on occupancy of Units based on age; 4) restrictions on type of vehicle allowed to park on Condominium Property or Association property; however, the Developer and its designee shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units.

As long as the Developer holds any unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(A) Assessment of the Developer as a unit owner for capital improvements; or

(B) Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer, including such use of unsold units and common elements and Association property as may facilitate completion, sale, maintenance or a sales office or model (if any), showing of the property, and display of signs.

The Developer, for itself and its successors and assigns, reserves easements over the Condominium and Association property as necessary to complete future development, if any, including access for construction and utilities, and to show prospective purchasers common areas and models (leased to or owned by the Developer).

17. AMENDMENTS. In addition to amendment procedures in the Condominium Act, this Declaration of Condominium may be amended in the following manner:

17.1 Unit Owners. By approval of not less than two-thirds (2/3rds) of the votes of the entire membership of the Association.

17.2 Developer Amendment. Until relinquishment of Developer control of the Association (turnover) and except as otherwise provided by law, the Developer specifically reserves the right without the joinder of any person, to make amendments to this Declaration and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be in the Developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

17.3 Material Amendments. Except as otherwise provided, no amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, nor change the proportion or percentage by which the owner

of the Unit shares the Common Expenses and owns the Common Surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment, and unless the record owners of all other Units approve the amendment.

17.4 Developer's Rights. Notwithstanding the above and except as provided by law, no amendment to this Declaration shall change the rights and privileges of the Developer without the Developer's written approval for so long as the Developer holds any Units for sale in the ordinary course of business.

17.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Lee County, Florida.

18. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

18.1 Agreement. The Condominium may be terminated at any time by written agreement of the owners of at least seventy-five percent (75%) of the Units and by approval in writing of all mortgagees who have recorded their mortgages, such approval may not be unreasonably withheld.

18.2 Certificate of Termination. The termination of the Condominium shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed, and certifying to the facts effecting the termination. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this section is recorded in the Public Records of Lee County, Florida. The recording of that Certificate of Termination automatically divests all Unit owners of legal title, and vests legal title to all real and personal property formerly the Condominium Property (hereinafter the "Property") in the Association, without need for further conveyance. Beneficial title to the Property is owned by the former Unit owners as tenants in common in the same undivided shares each owner previously owned in the Common Elements. On termination, each lien encumbering a condominium parcel shall be transferred automatically to the equitable share in the Property attributable to the Unit encumbered by the lien with the same priority.

18.3 Wind-Up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former Unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation and Bylaws for the purpose of winding up the affairs of the Association in accordance with this section.

18.4 Association's Powers and Duties. The Association shall hold title to the Property for the benefit of the former Unit owners and their successors, assigns, heirs, devisees, mortgagees and other lienholders, as their interests shall appear. If the former Unit owners approve a sale of the Property as provided in this section, the Association shall have the power and authority to convey title to the Property and distribute the proceeds in accordance with the provisions of this Declaration.

18.5 Developer Approval. For so long as the Developer holds any Units for sale in the ordinary course of business, the Developer's approval shall be required for any termination of the Condominium.

18.6 Sale. Following termination, the Property may be sold with the approval of at least seventy-five percent (75%) of the Unit owners.

18.7 New Condominium. The termination of the Condominium does not bar creation of another condominium including all or any portion of the same property.

18.8 Provisions Survive Termination. The provisions of this paragraph 18 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, as well as post-termination costs of maintaining the Property, are Common Expenses, the payment of which is secured by a lien on the beneficial interest owned by each Unit owner.

19. MISCELLANEOUS. The following provisions shall govern and apply to this Declaration of Condominium:

19.1 Accrual of Assessments. Liability for the payment of assessments for Common Expenses shall begin to accrue on all Units at the time of the recording of this Declaration of Condominium. The Developer shall pay maintenance on each unsold Unit.

19.2 Severability. The invalidity in whole or in part of any covenant or restriction, or any article, sub-article, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

19.3 Applicability of Declaration of Condominium. All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the

mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

19.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. The Florida Condominium Act (as amended through the 2006 Legislative Sessions) is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

19.5 Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

19.6 Singular, Plural And Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

20. GUEST SUITES. Guest Suites which are Association Property and located in the Common Recreational Area, also known as Esperia Commons will be made available to Unit owners for use by their guests. The Board of Directors shall have the right to restrict the occupancy of the suites by regulation adopted as hereinabove provided for. The Directors shall have the authority to require security deposits and impose fees in an amount adequate to cover the cost of maintaining such suites. Should there be any damage to any of the Guest Suites while the same is occupied by a guest of a Unit owner, the Unit owner whose guest causes such damage shall be liable for the damage and the cost of repairing the damage may be enforced as a special charge against the Unit owner liable therefor.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officer on the date set forth above.

Signed, sealed and delivered
in the presence of:

Printed Name: _____

Printed Name: Donald D. Stark

ESPERIA AT BONITA BAY, INC.

By: _____
RICHARD J. BAKER, President

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 30 day of October, 2007, by RICHARD J. BAKER, the President of Esperia at Bonita Bay, Inc., a Florida corporation, who is personally known to me.

Printed Name: MARCI A. FOX
Notary Public
My Commission Expires:

(Notary Seal)

Official Notary Seal
MARCIA A. FOX
Notary Public, State of Florida
Commission No. DD 087675
My Commission Expires May 31, 2010

EXHIBIT "A"

PLOT PLAN AND SURVEY OF THE CONDOMINIUM AND COMMON RECREATIONAL AREA, ALSO KNOWN AS ESPERIA COMMONS (ASSOCIATION PROPERTY)

INSTR # 200700032821 2 Page Number: 35 of 78

CONDOMINIUM PLAT BOOK____PAGE____

ESPERIA SOUTH, A CONDOMINIUM

SHEET 1 OF 10

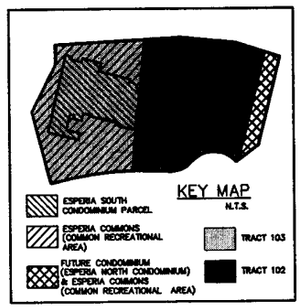
EXHIBIT "A"
SHEET 1 OF 3

LINE TABLE

LINE	LENGTH	BEARING
L1	44.58	S 76°12'47" E
L2	10.14	S 13°47'13" W
L3	4.00	S 76°12'47" E
L4	53.05	S 13°47'13" W
L5	3.98	S 58°47'13" W
L6	7.14	N 76°12'47" W
L7	20.75	S 13°47'13" W
L8	4.00	N 76°12'47" W
L9	5.68	S 13°47'13" W
L10	4.77	S 76°12'47" E
L11	27.91	S 13°47'13" W
L12	4.77	N 76°12'47" W
L13	5.68	S 13°47'13" W
L14	4.00	S 76°12'47" E
L15	51.44	S 13°47'13" W
L16	4.24	N 76°12'47" W
L17	12.72	S 13°47'13" W
L18	1.21	N 76°12'47" W
L19	2.69	S 13°47'13" W
L20	1.21	N 76°12'47" W
L21	14.34	S 13°47'13" W
L22	1.03	S 76°12'47" E
L23	1.70	S 13°47'13" W
L24	27.57	S 76°12'47" E
L25	33.83	S 13°47'13" W
L26	14.02	N 76°12'47" W
L27	17.78	S 13°47'13" W
L28	61.78	S 76°12'47" E
L29	54.94	N 13°47'13" E
L30	25.27	S 76°12'47" E
L31	122.51	S 13°47'13" W
L32	296.43	N 76°12'47" W
L33	18.94	N 13°47'13" E
L34	10.89	S 76°12'47" E
L35	47.70	N 13°47'13" E
L36	13.83	N 76°12'47" W
L37	76.47	N 13°47'13" E
L38	32.05	S 76°12'47" E
L39	124.58	N 13°47'13" E
L40	11.14	S 76°12'47" E
L41	4.52	N 13°47'13" E
L42	2.32	N 76°12'47" W
L43	9.26	N 13°47'13" E
L44	24.97	S 76°12'47" E
L45	10.14	N 13°47'13" E
L46	82.20	S 76°12'47" E
L47	82.20	N 76°12'47" W
L48	8.41	S 13°47'13" W
L49	12.89	N 83°54'43" W
L50	12.20	N 76°12'47" W
L51	1.85	S 13°47'13" W

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	520.00'	14°15'00"	129.33'	65.00'	129.00'	S.07°52'30"E.
2	332.33'	46°53'20"	271.97'	144.12'	264.44'	S.89°53'36"E.
	332.33'	(C)46°53'52"	(C)272.02'	(C)144.15'	(C)264.48'	(C)S.89°53'17"E.
3	1378.23'	00°24'07"	9.67'	4.84'	9.67'	S.14°47'56"E.
4	1378.23'	03°32'25"	85.16'	42.59'	85.15'	N.00°13'47"E.
5	100.00'	50°28'44"	88.10'	47.14'	85.28'	S.23°14'22"E.
6	120.00'	96°44'21"	202.61'	135.01'	179.39'	N.00°08'33"W.
7	1378.23'	17°00'00"	408.83'	205.98'	407.43'	N.06°30'00"W.
8	38.52'	89°57'29"	57.34'	36.49'	51.63'	N.80°23'16"E.



NOT PLATTED
GOLF CART PATH
GOLF SHELTER WITH 4-POLES & ROOF (16.6' X 21.6')
TOP OF BANK
FAIRWAY BUNKER
TOE OF SLOPE
TOE OF SLOPE OF CART PATH
P.O.B. COMMON AREA OF TRACT 102
P.O.B. FUTURE CONDOMINIUM (ESPERIA NORTH CONDOMINIUM AND ESPERIA COMMONS (COMMON RECREATIONAL AREA))
ESPERIA COMMONS COMMON RECREATIONAL AREA AREA = 1.90 AC± TOTAL COMBINED AREA = 4.62 AC±
ESPERIA SOUTH CONDOMINIUM PARCEL AREA = 1.56 AC±
FUTURE CONDOMINIUM (ESPERIA NORTH CONDOMINIUM) & ESPERIA COMMONS (COMMON RECREATIONAL AREA) = 3.39 AC±
TRACT 104
TRACT 103
(AREA=4.27 ACRES±)
TRACT 102
(AREA=4.76 ACRES±)
TRACT 101
P.O.B. ESPERIA CONDOMINIUM PARCEL
P.O.C. NORTHEAST CORNER OF TRACT 103 ESPERIA SOUTH CONDOMINIUM PARCEL
LAKE, DRAINAGE, AND MAINTENANCE EASEMENT (INSTR. NO. 3006000139579)
10' PUBLIC UTILITY EASEMENT
LIFT STATION
FPL PAD
HAND HOLE
WATER METER
BONITA BAY BLVD. O.S. DE SAC
BONITA BAY BOULEVARD
(80' R.O.W.)
BONITA BAY UNIT FORTY (PLB 64, PG. 1)
6" PVC STUB
CONCRETE SLAB
4" VALLEY GUTTER
EDGE OF PAVEMENT
CATCH BASIN
SANITARY MANHOLE
S.13°47'13"E. 143.40'
S.13°47'13"E. 94.03'
S.35°47'13"E. 16.73'
S.53°47'13"E. 94.03'
S.13°47'13"E. 68.39'
N.13°47'13"W. 220.04'
N.13°47'13"W. 220.04'
N.13°47'13"W. 220.04'
S.13°47'13"E. 30.00'
S.13°47'13"E. 30.00'
S.13°47'13"E. 30.00'
N.13°47'13"W. 220.04'
N.13°47'13"W. 220.04'
N.13°47'13"W. 220.04

ESPERIA SOUTH, A CONDOMINIUM

LEGAL DESCRIPTION OF TRACT 102-103 AT BONITA BAY UNIT FIFTY ONE

TRACTS 102-103, BONITA BAY UNIT FIFTY ONE, PLAT BOOK 68, PAGES 15 THROUGH 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

COMBINED AREA 9.05 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DESCRIPTION OF ESPERIA SOUTH, A CONDOMINIUM

ALL THAT PART OF TRACTS 102 AND 103, BONITA BAY UNIT FIFTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 15 THROUGH 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 103; THENCE NORTH 83°54'43" WEST ALONG THE NORTHERLY LINE OF SAID TRACT 103 A DISTANCE OF 202.94 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;
THENCE LEAVING SAID NORTHERLY LINE OF SAID TRACT 103 SOUTH 76°12'47" EAST 44.58 FEET;
THENCE SOUTH 13°47'13" WEST 10.14 FEET;
THENCE SOUTH 76°12'47" EAST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 53.05 FEET;
THENCE SOUTH 58°47'13" WEST 3.98 FEET;
THENCE NORTH 76°12'47" WEST 7.14 FEET;
THENCE SOUTH 13°47'13" WEST 20.75 FEET;
THENCE NORTH 76°12'47" WEST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 5.68 FEET;
THENCE SOUTH 76°12'47" EAST 4.77 FEET;
THENCE SOUTH 13°47'13" WET 27.91 FEET;
THENCE NORTH 76°12'47" WEST 4.77 FEET;
THENCE SOUTH 13°47'13" WEST 5.68 FEET;
THENCE SOUTH 76°12'47" EAST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 51.44 FEET;
THENCE NORTH 76°12'47" WEST 4.24 FEET;
THENCE SOUTH 13°47'13" WEST 12.72 FEET;
THENCE NORTH 76°12'47" WEST 1.21 FEET;
THENCE SOUTH 13°47'13" WEST 2.89 FEET;
THENCE NORTH 76°12'47" WEST 1.21 FEET;
THENCE SOUTH 13°47'13" WEST 14.34 FEET;
THENCE SOUTH 76°12'47" EAST 1.03 FEET;
THENCE SOUTH 13°47'13" WEST 1.70 FEET;
THENCE SOUTH 76°12'47" EAST 27.57 FEET;
THENCE SOUTH 13°47'13" WEST 33.83 FEET;
THENCE NORTH 76°12'47" WEST 14.02 FEET;
THENCE SOUTH 13°47'13" WEST 17.78 FEET;
THENCE SOUTH 76°12'47" EAST 61.78 FEET;
THENCE NORTH 13°47'13" EAST 54.94 FEET;
THENCE SOUTH 76°12'47" EAST 25.27 FEET;
THENCE SOUTH 13°47'13" WEST 122.51 FEET;
THENCE NORTH 76°12'47" WEST 298.43 FEET;
THENCE NORTH 13°47'13" EAST 19.94 FEET;
THENCE SOUTH 76°12'47" EAST 10.69 FEET;
THENCE NORTH 13°47'13" EAST 47.70 FEET;
THENCE NORTH 76°12'47" WEST 13.83 FEET;
THENCE NORTH 13°47'13" EAST 78.47 FEET;
THENCE SOUTH 76°12'47" EAST 32.05 FEET;
THENCE NORTH 13°47'13" EAST 124.58 FEET;
THENCE SOUTH 76°12'47" EAST 11.14 FEET;
THENCE NORTH 13°47'13" EAST 4.52 FEET;
THENCE NORTH 76°12'47" WEST 2.32 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND WHOSE RADIUS POINT BEARS SOUTH 74°35'28" EAST 36.52 FEET;
THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 89°57'29" AN ARC DISTANCE OF 57.34 FEET TO AN INTERSECTION WITH A NON RADIAL LINE;
THENCE NORTH 13°47'13" EAST ALONG SAID NON-RADIAL LINE A DISTANCE OF 9.28 FEET;
THENCE SOUTH 76°12'47" EAST 24.97 FEET;
THENCE SOUTH 83°54'43" EAST 10.14 FEET;
THENCE SOUTH 76°12'47" EAST 62.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 1.56 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BOUNDARY SURVEY DESCRIPTION

DESCRIPTION OF ESPERIA COMMONS
(COMMON RECREATIONAL AREA)

ALL OF TRACT 103, BONITA BAY UNIT FIFTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 15 THROUGH 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

TOGETHER WITH

ALL THAT PART OF TRACT 102, BONITA BAY UNIT FIFTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 15 THROUGH 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID TRACT 102; THENCE NORTH 02°52'35" WEST ALONG THE WESTERLY LINE OF SAID TRACT 102, A DISTANCE OF 140.42 FEET; THENCE NORTH 05°18'31" EAST ALONG THE WESTERLY LINE OF SAID TRACT 102 A DISTANCE OF 27.81 FEET; THENCE LEAVING SAID WESTERLY LINE OF SAID TRACT 102 SOUTH 76°12'47" EAST 52.50 FEET; THENCE NORTH 13°47'13" EAST 56.53 FEET; THENCE SOUTH 76°12'47" EAST 167.44 FEET; THENCE SOUTH 13°47'13" WEST 30.87 FEET; THENCE SOUTH 76°12'47" EAST 288.44 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT 102; THENCE SOUTH 02°00'00" WEST ALONG SAID EASTERLY LINE OF SAID TRACT 102 A DISTANCE OF 39.23 FEET TO THE BEGINNING OF A CIRCULAR CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1378.23 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE AND SAID EASTERLY LINE OF SAID TRACT 102 THROUGH A CENTRAL ANGLE OF 03°32'25" AN ARC DISTANCE OF 85.16 FEET TO THE INTERSECTION OF A NON-TANGENT LINE; THENCE LEAVING SAID EASTERLY LINE OF SAID TRACT 102 NORTH 83°54'43" WEST ALONG SAID NON-TANGENT LINE AND THE SOUTHERLY LINE OF SAID TRACT 102 A DISTANCE OF 202.94 FEET; THENCE NORTH 76°12'47" WEST 62.20 FEET; THENCE SOUTH 13°47'13" WEST 8.41 FEET; THENCE NORTH 83°54'43" WEST 12.89 FEET; THENCE NORTH 76°12'47" WEST 12.20 FEET; THENCE SOUTH 13°47'13" WEST 1.85 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 102; THENCE NORTH 83°54'43" WEST ALONG SAID SOUTH LINE OF SAID TRACT 102 A DISTANCE OF 205.56 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 1.90 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

ALL THAT PART OF TRACTS 102 AND 103, BONITA BAY UNIT FIFTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 15 THROUGH 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 103; THENCE NORTH 83°54'43" WEST ALONG THE NORTHERLY LINE OF SAID TRACT 103 A DISTANCE OF 202.94 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;
THENCE LEAVING SAID NORTHERLY LINE OF SAID TRACT 103 SOUTH 76°12'47" EAST 44.58 FEET;
THENCE SOUTH 13°47'13" WEST 10.14 FEET;
THENCE SOUTH 76°12'47" EAST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 53.05 FEET;
THENCE SOUTH 58°47'13" WEST 3.98 FEET;
THENCE NORTH 76°12'47" WEST 7.14 FEET;
THENCE SOUTH 13°47'13" WEST 20.75 FEET;
THENCE NORTH 76°12'47" WEST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 5.68 FEET;
THENCE SOUTH 76°12'47" EAST 4.77 FEET;
THENCE SOUTH 13°47'13" WET 27.91 FEET;
THENCE NORTH 76°12'47" WEST 4.77 FEET;
THENCE SOUTH 13°47'13" WEST 5.68 FEET;
THENCE SOUTH 76°12'47" EAST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 51.44 FEET;
THENCE NORTH 76°12'47" WEST 4.24 FEET;
THENCE SOUTH 13°47'13" WEST 12.72 FEET;
THENCE NORTH 76°12'47" WEST 1.21 FEET;
THENCE SOUTH 13°47'13" WEST 2.89 FEET;
THENCE NORTH 76°12'47" WEST 1.21 FEET;
THENCE SOUTH 13°47'13" WEST 14.34 FEET;
THENCE SOUTH 76°12'47" EAST 1.03 FEET;
THENCE SOUTH 13°47'13" WEST 1.70 FEET;
THENCE SOUTH 76°12'47" EAST 27.57 FEET;
THENCE SOUTH 13°47'13" WEST 33.83 FEET;
THENCE NORTH 76°12'47" WEST 14.02 FEET;
THENCE SOUTH 13°47'13" WEST 17.78 FEET;
THENCE SOUTH 76°12'47" EAST 61.78 FEET;
THENCE NORTH 13°47'13" EAST 54.94 FEET;
THENCE SOUTH 76°12'47" EAST 25.27 FEET;
THENCE SOUTH 13°47'13" WEST 122.51 FEET;
THENCE NORTH 76°12'47" WEST 298.43 FEET;
THENCE NORTH 13°47'13" EAST 19.94 FEET;
THENCE SOUTH 76°12'47" EAST 10.69 FEET;
THENCE NORTH 13°47'13" EAST 47.70 FEET;
THENCE NORTH 76°12'47" WEST 13.83 FEET;
THENCE NORTH 13°47'13" EAST 78.47 FEET;
THENCE SOUTH 76°12'47" EAST 32.05 FEET;
THENCE NORTH 13°47'13" EAST 124.58 FEET;
THENCE SOUTH 76°12'47" EAST 11.14 FEET;
THENCE NORTH 13°47'13" EAST 4.52 FEET;
THENCE NORTH 76°12'47" WEST 2.32 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND WHOSE RADIUS POINT BEARS SOUTH 74°35'28" EAST 36.52 FEET;
THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 89°57'29" AN ARC DISTANCE OF 57.34 FEET TO AN INTERSECTION WITH A NON RADIAL LINE;
THENCE NORTH 13°47'13" EAST ALONG SAID NON-RADIAL LINE A DISTANCE OF 9.28 FEET;
THENCE SOUTH 76°12'47" EAST 24.97 FEET;
THENCE SOUTH 83°54'43" EAST 10.14 FEET;
THENCE SOUTH 76°12'47" EAST 62.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 1.56 ACRES OF LAND MORE OR LESS;
TOTAL COMMONS AREA 4.62 ACRES MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DESCRIPTION OF FUTURE CONDOMINIUM
(ESPERIA NORTH, A CONDOMINIUM) AND ESPERIA COMMONS,
(COMMON RECREATIONAL AREA)

ALL THAT PART OF TRACTS 101 AND 102, BONITA BAY UNIT FIFTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 15 THROUGH 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TRACT 102; THENCE NORTH 17°08'31" EAST ALONG THE WESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 60.05 FEET; THENCE SOUTH 75°19'32" EAST LEAVING SAID WESTERLY LINE OF SAID TRACT 101, A DISTANCE OF 341.29 FEET; THENCE SOUTH 35°40'37" EAST 94.03 TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT 102, THENCE CONTINUE SOUTH 35°40'37" EAST ALONG SAID NORTHERLY LINE OF SAID TRACT 102 A DISTANCE OF 16.73 FEET TO A NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE EASTERLY AND WHOSE RADIUS POINT BEARS SOUTH 41°44'32" EAST 120.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 96°44'21" AN ARC DISTANCE OF 202.61 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTH EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 50°28'44" AN ARC DISTANCE OF 88.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°00'00" WEST 30.05 FEET; THENCE NORTH 76°12'47" WEST 288.44 FEET; THENCE NORTH 13°47'13" EAST 30.87 FEET; THENCE NORTH 76°12'47" WEST 167.44 FEET; THENCE SOUTH 13°47'13" WEST 56.53 FEET; THENCE NORTH 76°12'47" WEST 52.50 FEET; THENCE NORTH 05°18'31" EAST 192.23 FEET; THENCE NORTH 17°08'31" EAST 124.70 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 3.39 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NOTE: FOR MAP OF SURVEY SEE EXHIBIT "A" SHEET 1 OF 3

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DATE: OCTOBER 25, 2007 PROJECT NO. 04-0090 ACAD NO. 9538-BS2ASB

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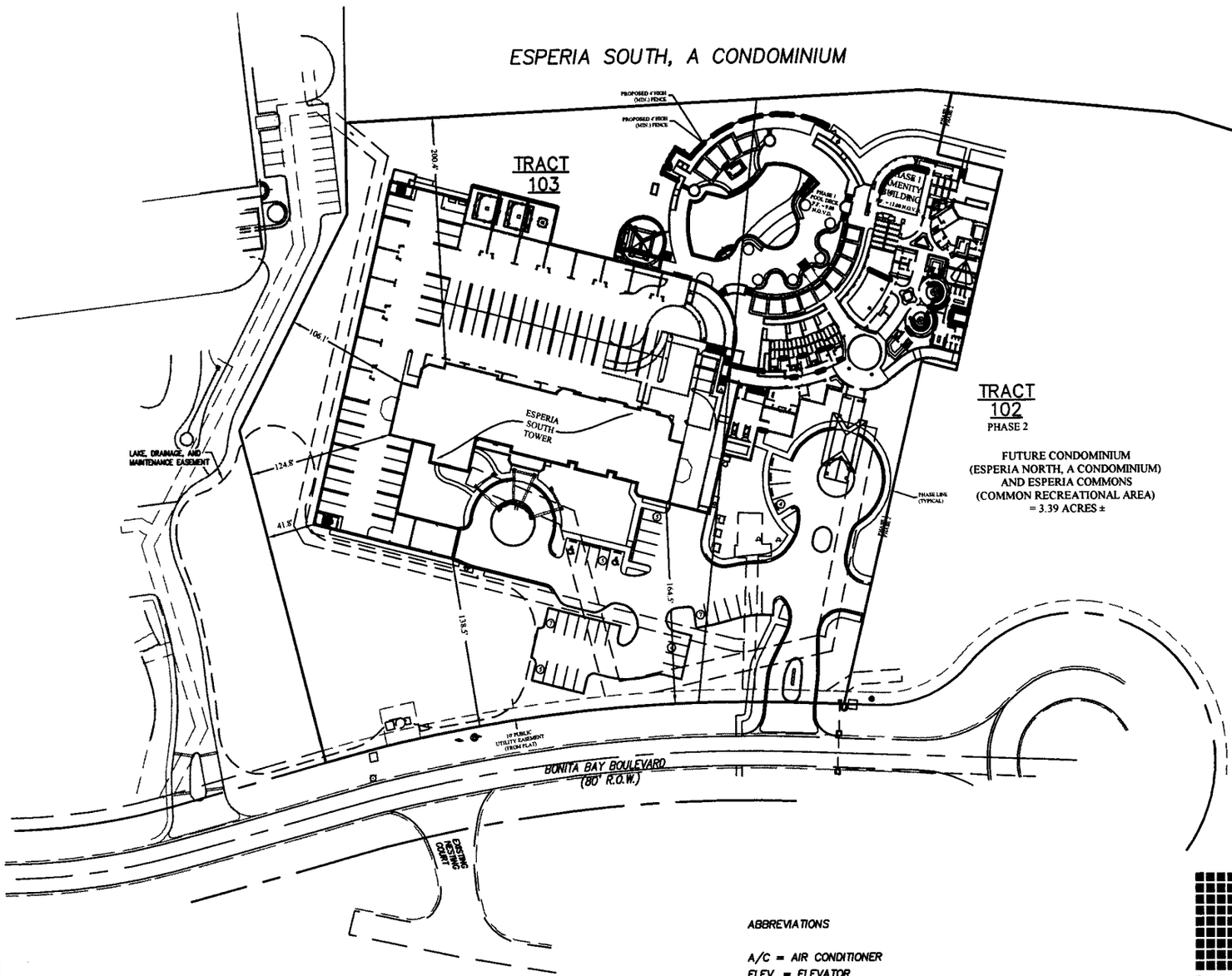
ESPERIA SOUTH, A CONDOMINIUM



FUTURE CONDOMINIUM
(ESPERIA NORTH, A CONDOMINIUM)
AND ESPERIA COMMONS
(COMMON RECREATIONAL AREA)
= 3.39 ACRES ±

SCALE: 1" = 120'

GENERAL NOTES FOR EXHIBITS "A" AND "B"

1. _____ INDICATES LOCATION OF THE BOUNDARIES OF THE UNITS.
2. - - - - - - - - - - - - - - - INDICATES LOCATION OF THE BOUNDARIES OF THE LIMITED COMMON ELEMENTS (L.C.E.).
3. THE UNIT BOUNDARIES, LIMITED COMMON ELEMENT BOUNDARIES AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE REPRESENTATIONS OF THE LOCATION OF SAID BOUNDARIES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESIGNATION AND LOCATION OF SAID BOUNDARIES.
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT AREA. REFER TO APPLICABLE SECTIONS IN THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND DESIGNATION OF ELEMENTS.
5. CERTAIN SPECIFIC EASEMENTS ARE NOT GRAPHICALLY ILLUSTRATED HEREON. REFER TO APPLICABLE SECTION OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE EASEMENTS DESCRIBED THEREIN.
6. EXHIBIT "B" PREPARED FROM ARCHITECTURAL C.A.D. DISKS PREPARED BY:
   SMITH/BARNES ARCHITECT
   815 SOUTH HOWARD AVENUE
   TAMPA, FLORIDA 33606
   PHONE: (813) 251-1884
7. BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF BONITA BAY BOULEVARD, BONITA BAY UNIT FIFTY ONE, TRACT 105A, AS RECORDED IN PLAT BOOK 68, PAGES 15-16,PUBLIC RECORDS, LEE COUNTY, FLORIDA.
8. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
9. ADDITIONAL UTILITY EASEMENTS MAY BE GRANTED BY THE DEVELOPER OR CONDOMINIUM ASSOCIATION AS REQUIRED.
10. DIMENSIONS ARE INDICATED XX.XX
    AS-BUILT DIMENSIONS INDICATED XX.X
11. DIMENSIONS ON EXHIBIT B FLOOR PLANS WERE DERIVED FROM ARCHITECTURAL C.A.D. DISKS.
12. NUMBERED PARKING SPACES ARE LIMITED COMMON ELEMENTS TO BE ASSIGNED BY THE DEVELOPER.
13. C.E. = COMMON ELEMENT
14. L.C.E. = LIMITED COMMON ELEMENT

ABBREVIATIONS

A/C = AIR CONDITIONER
ELEV. = ELEVATOR
STOR. = STORAGE
SC = STRUCTURAL COLUMN C.E.
CH = UTILITY/VENTILATION CHASE C.E.

PLOT PLAN

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DATE: OCTOBER 25, 2007 PROJECT NO. 04-0090 ACAD NO. 9538-SP ASB

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EXHIBIT "B"

GRAPHIC DESCRIPTION OF BUILDING AND FLOOR PLANS

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CONDOMINIUM PLAT BOOK_____PAGE_____

ESPERIA SOUTH, A CONDOMINIUM

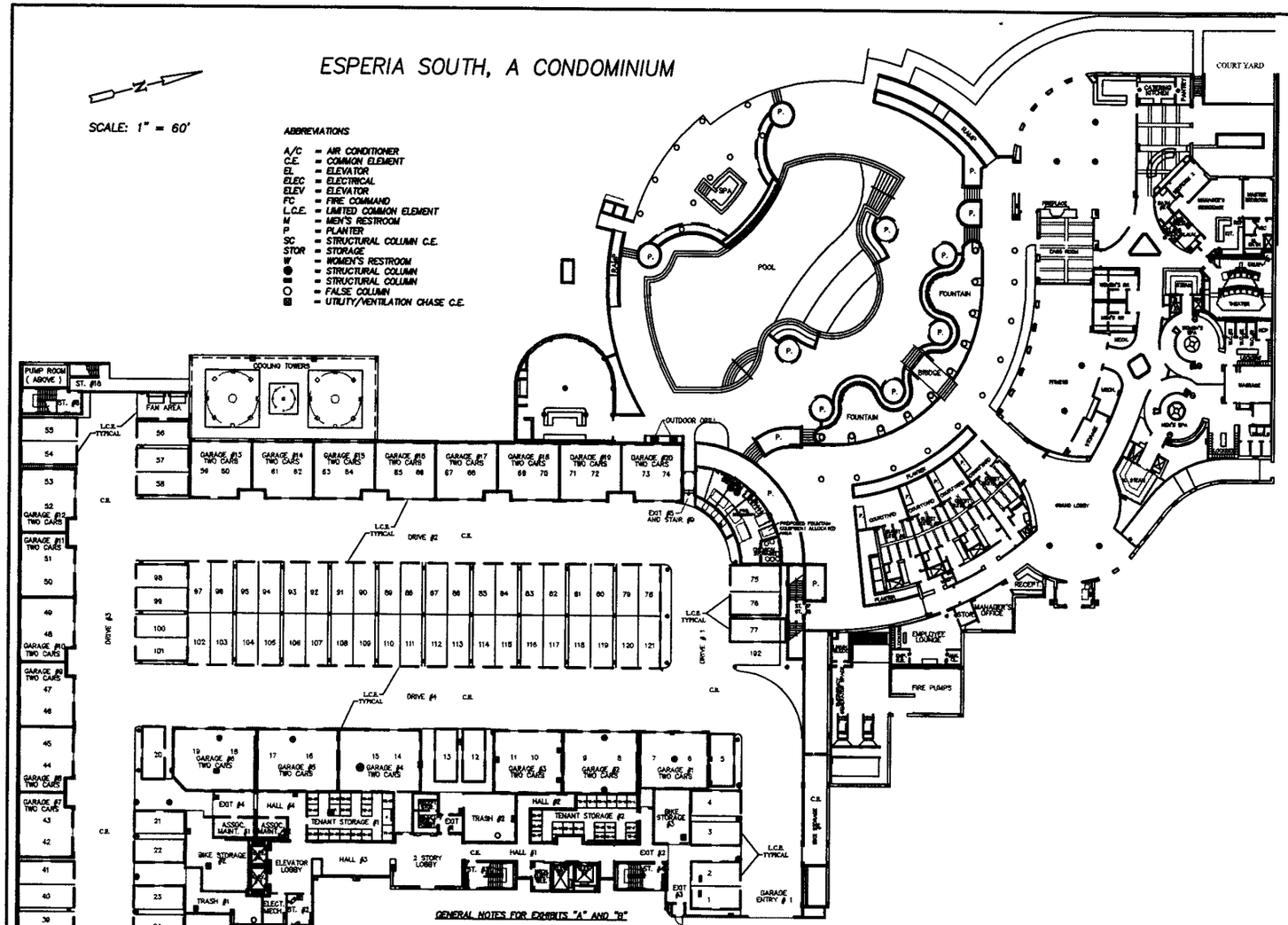
SHEET 4 OF 10

EXHIBIT "B"
SHEET 1 OF 7

SCALE: 1" = 60'

ABBREVIATIONS

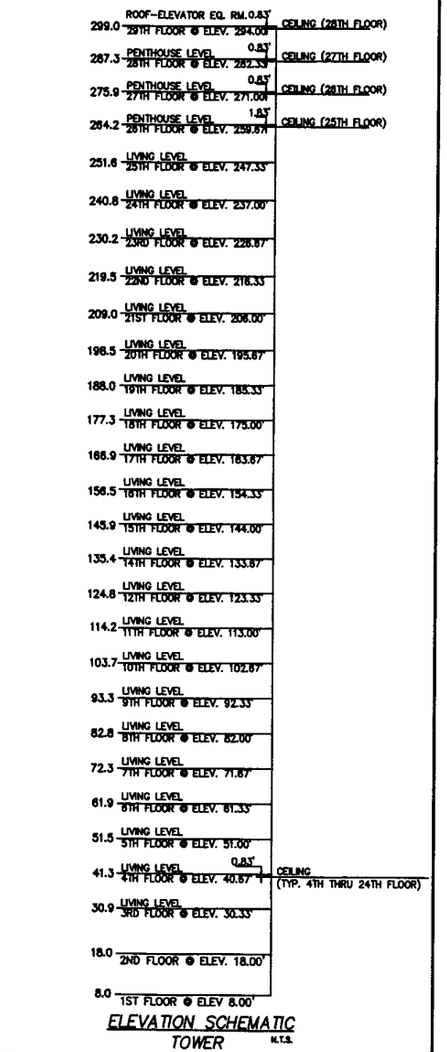
A/C	= AIR CONDITIONER
C.E.	= COMMON ELEMENT
EL.	= ELEVATOR
ELEC	= ELECTRICAL
ELEV	= ELEVATOR
FC	= FIRE COMMAND
L.C.E.	= LIMITED COMMON ELEMENT
M	= MEN'S RESTROOM
P	= PLANTER
SC	= STRUCTURAL COLUMN C.E.
STOR	= STORAGE
W	= WOMEN'S RESTROOM
●	= STRUCTURAL COLUMN
■	= STRUCTURAL COLUMN
○	= FALSE COLUMN
▩	= UTILITY/VENTILATION CHASE C.E.



GENERAL NOTES FOR EXHIBITS "A" AND "B"

1. _____ INDICATES LOCATION OF THE BOUNDARIES OF THE UNITS.
2. - - - - - - - - - - - - - - - INDICATES LOCATION OF THE BOUNDARIES OF THE LIMITED COMMON ELEMENTS (L.C.E.).
3. THE UNIT BOUNDARIES, LIMITED COMMON ELEMENT BOUNDARIES AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE REPRESENTATIONS OF THE LOCATION OF SAID BOUNDARIES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESIGNATION AND LOCATION OF SAID BOUNDARIES.
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT AREA. REFER TO APPLICABLE SECTIONS IN THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND DESIGNATION OF ELEMENTS.
5. CERTAIN SPECIFIC EASEMENTS ARE NOT GRAPHICALLY ILLUSTRATED HEREON. REFER TO APPLICABLE SECTION OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE EASEMENTS DESCRIBED THEREIN.
6. EXHIBIT "B" PREPARED FROM ARCHITECTURAL C.A.D. DISKS PREPARED BY:
   SMITH/BARNES ARCHITECT
   815 SOUTH HOWARD AVENUE
   TAMPA, FLORIDA 33606
   PHONE: (813) 251-1884
7. BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF BONITA BAY BOULEVARD, BONITA BAY UNIT FIFTY ONE, TRACT 105A, AS RECORDED IN PLAT BOOK 68, PAGES 15-16,PUBLIC RECORDS, LEE COUNTY, FLORIDA.
8. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
9. ADDITIONAL UTILITY EASEMENTS MAY BE GRANTED BY THE DEVELOPER OR CONDOMINIUM ASSOCIATION AS REQUIRED.
10. DIMENSIONS ARE INDICATED XX.XX AS-BUILT DIMENSIONS INDICATED XX.X
11. DIMENSIONS ON EXHIBIT B FLOOR PLANS WERE DERIVED FROM ARCHITECTURAL C.A.D. DISKS.
12. NUMBERED PARKING SPACES ARE LIMITED COMMON ELEMENTS TO BE ASSIGNED BY THE DEVELOPER.
13. C.E. = COMMON ELEMENT
14. L.C.E. = LIMITED COMMON ELEMENT

1ST FLOOR/PARKING/COMMONS/GUEST SUITES



ELEVATION SCHEMATIC
TOWER

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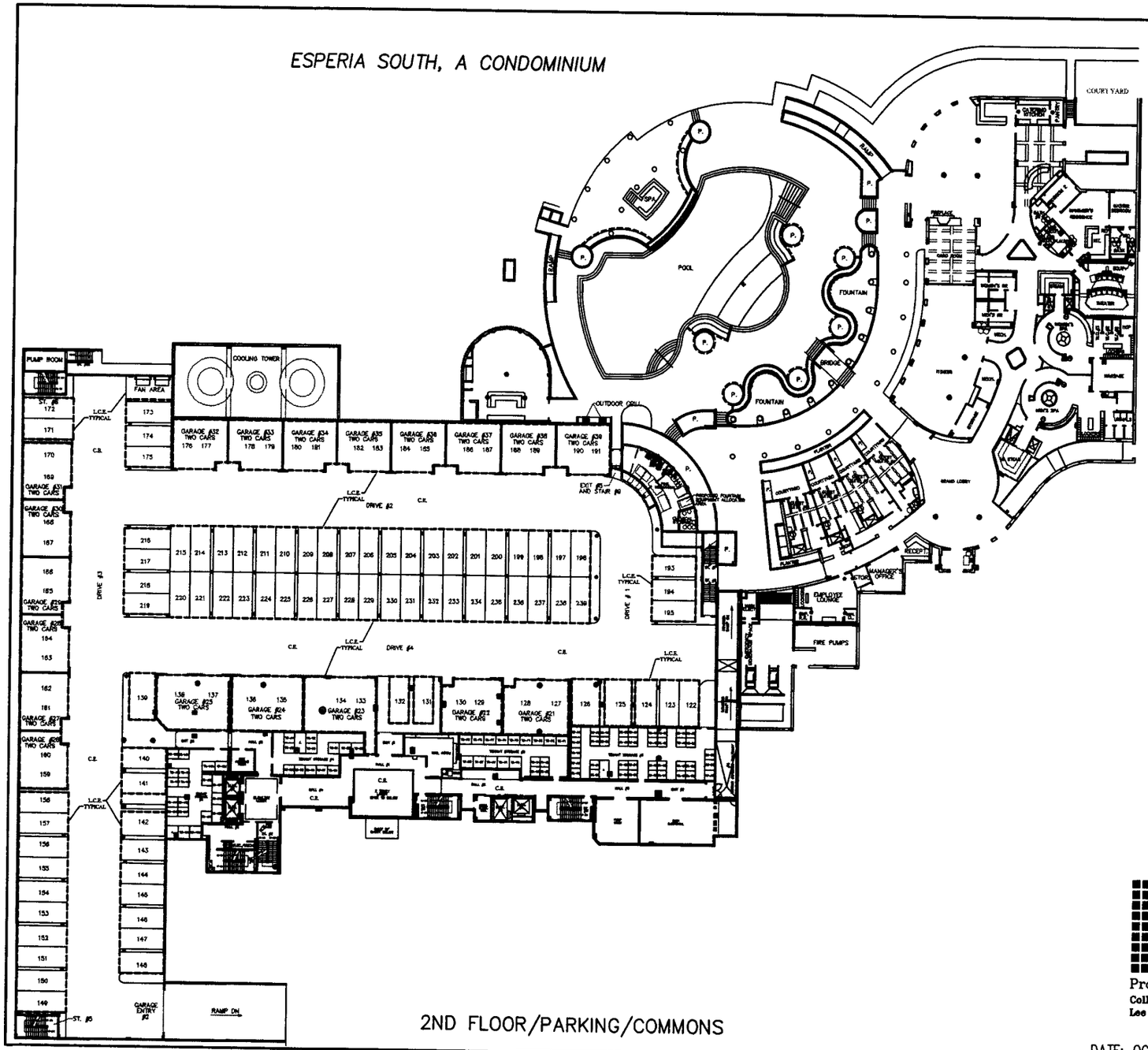
DATE: OCTOBER 25, 2007 PROJECT NO. 04-0090 ACAD NO. 9538-GAR ASB

ESPERIA SOUTH, A CONDOMINIUM

CONDOMINIUM PLAT BOOK_____PAGE_____

SHEET 5 OF 10
EXHIBIT "B"
SHEET 2 OF 7



2ND FLOOR/PARKING/COMMONS

SCALE: 1" = 60'

ABBREVIATIONS

A/C	=	AIR CONDITIONER
C.E.	=	COMMON ELEMENT
EL	=	ELEVATOR
ELEC	=	ELECTRICAL
ELEV	=	ELEVATOR
FC	=	FIRE COMMAND
L.C.E.	=	LIMITED COMMON ELEMENT
M	=	MEN'S RESTROOM
P	=	PLANTER
SC	=	STRUCTURAL COLUMN C.E.
STOR	=	STORAGE
W	=	WOMEN'S RESTROOM
●	=	STRUCTURAL COLUMN
■	=	STRUCTURAL COLUMN
○	=	FALSE COLUMN
⊠	=	UTILITY/VENTILATION CHASE C.E.

GENERAL NOTES FOR EXHIBITS "A" AND "B"

1. _____ INDICATES LOCATION OF THE BOUNDARIES OF THE UNITS.
2. - - -

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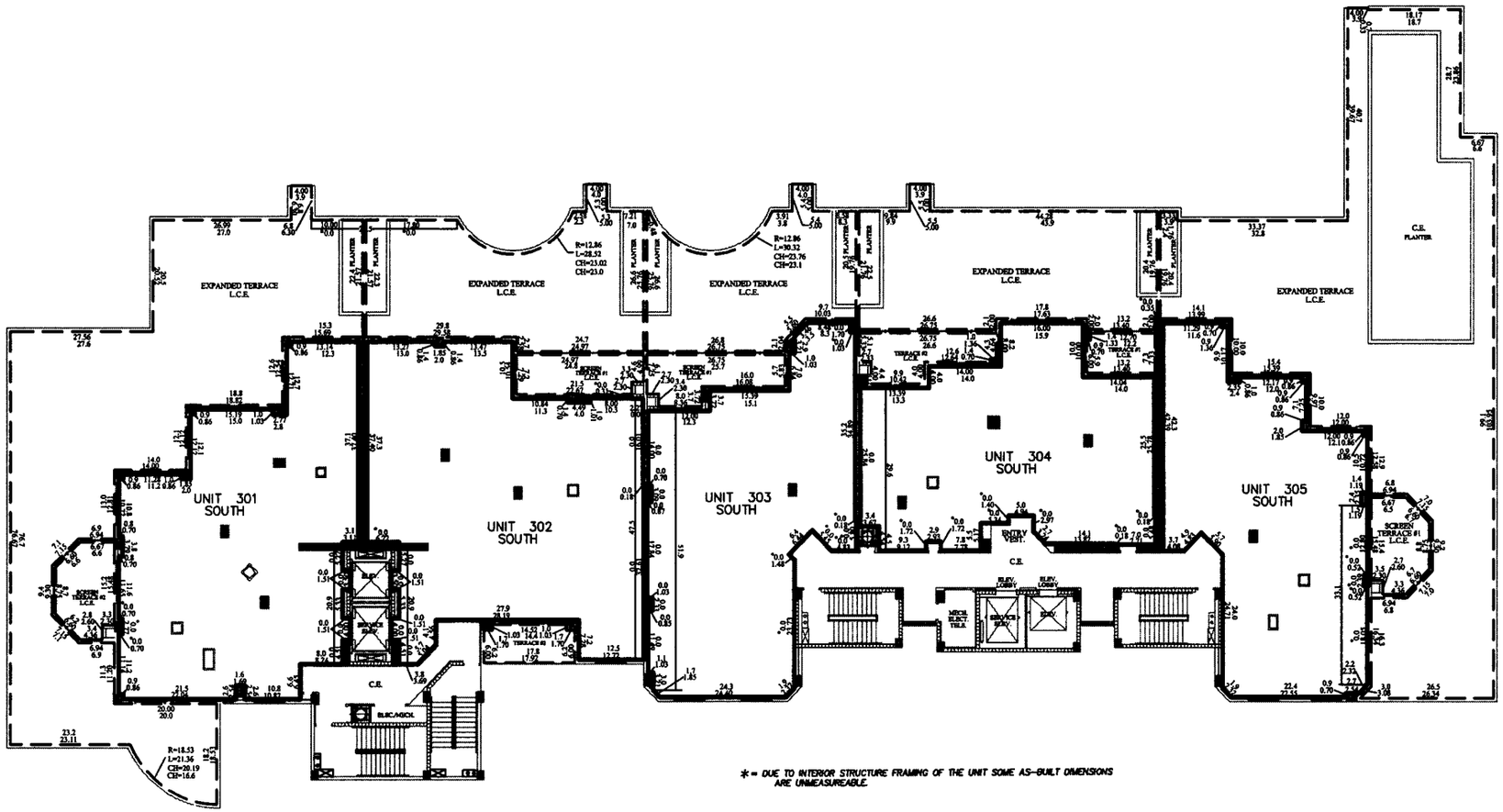
CONDOMINIUM PLAT BOOK_____PAGE_____

ESPERIA SOUTH, A CONDOMINIUM

SHEET 6 OF 10
EXHIBIT "B"
SHEET 3 OF 7



* = DUE TO INTERIOR STRUCTURE FRAMING OF THE UNIT SOME AS-BUILT DIMENSIONS ARE UNMEASUREABLE

SCALE: 1" = 30'

ABBREVIATIONS

A/C	= AIR CONDITIONER
C.E.	= COMMON ELEMENT
EL.	= ELEVATOR
ELEC	= ELECTRICAL
ELEV	= ELEVATOR
FC	= FIRE COMMAND
L.C.E.	= LIMITED COMMON ELEMENT
M	= MEN'S RESTROOM
P	= PLANTER
SC	= STRUCTURAL COLUMN C.E.
STOR	= STORAGE
W	= WOMEN'S RESTROOM
●	= STRUCTURAL COLUMN
■	= STRUCTURAL COLUMN
○	= FALSE COLUMN
▩	= UTILITY/VENTILATION CHASE C.E.

GENERAL NOTES FOR EXHIBITS "A" AND "B"

1. ——————— INDICATES LOCATION OF THE BOUNDARIES OF THE UNITS.
2. - - - - - - - - - - - - - - INDICATES LOCATION OF THE BOUNDARIES OF THE LIMITED COMMON ELEMENTS (L.C.E.).
3. THE UNIT BOUNDARIES, LIMITED COMMON ELEMENT BOUNDARIES AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE REPRESENTATIONS OF THE LOCATION OF SAID BOUNDARIES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESIGNATION AND LOCATION OF SAID BOUNDARIES.
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT AREA. REFER TO APPLICABLE SECTIONS IN THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND DESIGNATION OF ELEMENTS.
5. CERTAIN SPECIFIC EASEMENTS ARE NOT GRAPHICALLY ILLUSTRATED HEREON. REFER TO APPLICABLE SECTION OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE EASEMENTS DESCRIBED THEREIN.
6. EXHIBIT "B" PREPARED FROM ARCHITECTURAL C.A.D. DISKS PREPARED BY:
   SMITH/BARNES ARCHITECT
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   TAMPA, FLORIDA 33606
   PHONE: (813) 251-1884
7. BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF BONITA BAY BOULEVARD, BONITA BAY UNIT FIFTY ONE, TRACT 105A, AS RECORDED IN PLAT BOOK 68, PAGES 15-16,PUBLIC RECORDS, LEE COUNTY, FLORIDA.
8. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
9. ADDITIONAL UTILITY EASEMENTS MAY BE GRANTED BY THE DEVELOPER OR CONDOMINIUM ASSOCIATION AS REQUIRED.
10. DIMENSIONS ARE INDICATED XX.XX
    AS-BUILT DIMENSIONS INDICATED XX.X
11. DIMENSIONS ON EXHIBIT B FLOOR PLANS WERE DERIVED FROM ARCHITECTURAL C.A.D. DISKS.
12. NUMBERED PARKING SPACES ARE LIMITED COMMON ELEMENTS TO BE ASSIGNED BY THE DEVELOPER.
13. C.E. = COMMON ELEMENT
14. L.C.E. = LIMITED COMMON ELEMENT

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3RD FLOOR PLAN DETAIL

DATE: OCTOBER 25, 2007 PROJECT NO. 04-0090 ACAD NO. 9538-3RD ASB

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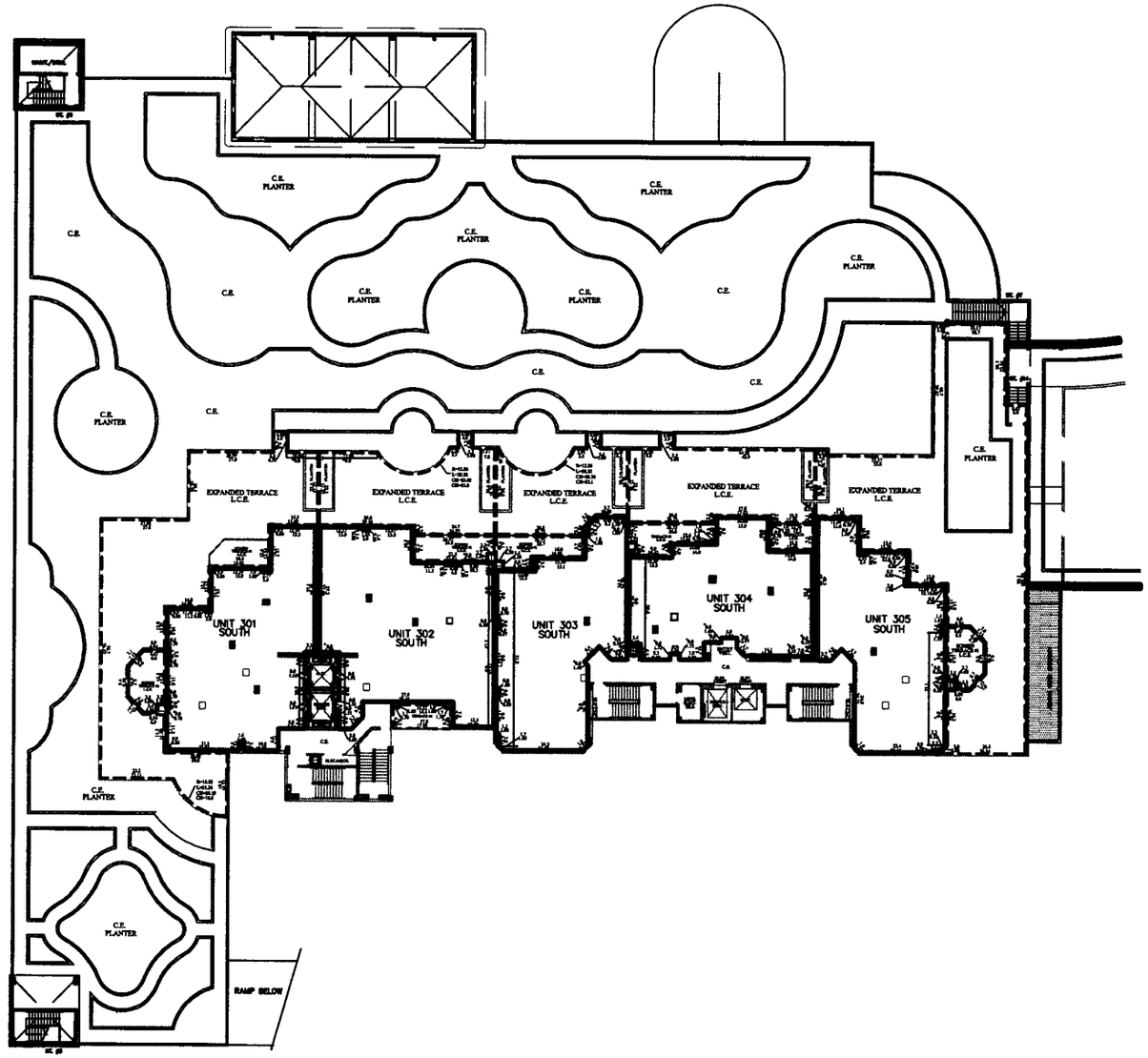
CONDOMINIUM PLAT BOOK_____PAGE_____

ESPERIA SOUTH, A CONDOMINIUM

SHEET 7 OF 10
EXHIBIT "B"
SHEET 4 OF 7



3RD FLOOR PLAN–OVERALL

SCALE: 1" = 50'

ABBREVIATIONS

A/C	= AIR CONDITIONER
C.E.	= COMMON ELEMENT
EL	= ELEVATOR
ELEC	= ELECTRICAL
ELEV	= ELEVATOR
FC	= FIRE COMMAND
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STOR	= STORAGE
W	= WOMEN'S RESTROOM
●	= STRUCTURAL COLUMN
■	= STRUCTURAL COLUMN
○	= FALSE COLUMN
▩	= UTILITY/VENTILATION CHASE C.E.

GENERAL NOTES FOR EXHIBITS "A" AND "B"

1. ——————— INDICATES LOCATION OF THE BOUNDARIES OF THE UNITS.
2. - INDICATES LOCATION OF THE BOUNDARIES OF THE LIMITED COMMON ELEMENTS (L.C.E.).
3. THE UNIT BOUNDARIES, LIMITED COMMON ELEMENT BOUNDARIES AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE REPRESENTATIONS OF THE LOCATION OF SAID BOUNDARIES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESIGNATION AND LOCATION OF SAID BOUNDARIES.
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT AREA. REFER TO APPLICABLE SECTIONS IN THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND DESIGNATION OF ELEMENTS.
5. CERTAIN SPECIFIC EASEMENTS ARE NOT GRAPHICALLY ILLUSTRATED HEREON. REFER TO APPLICABLE SECTION OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE EASEMENTS DESCRIBED THEREIN.
6. EXHIBIT "B" PREPARED FROM ARCHITECTURAL C.A.D. DISKS PREPARED BY:
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8. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
9. ADDITIONAL UTILITY EASEMENTS MAY BE GRANTED BY THE DEVELOPER OR CONDOMINIUM ASSOCIATION AS REQUIRED.
10. DIMENSIONS ARE INDICATED XX.XX
    AS–BUILT DIMENSIONS INDICATED XX.X
11. DIMENSIONS ON EXHIBIT B FLOOR PLANS WERE DERIVED FROM ARCHITECTURAL C.A.D. DISKS.
12. NUMBERED PARKING SPACES ARE LIMITED COMMON ELEMENTS TO BE ASSIGNED BY THE DEVELOPER.
13. C.E. = COMMON ELEMENT
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DATE: OCTOBER 25, 2007 PROJECT NO. 04-0090 ACAD NO. 9538-3RDO ASB

ESPERIA SOUTH, A CONDOMINIUM

SHEET 8 OF 10

EXHIBIT "B"
SHEET 5 OF 7

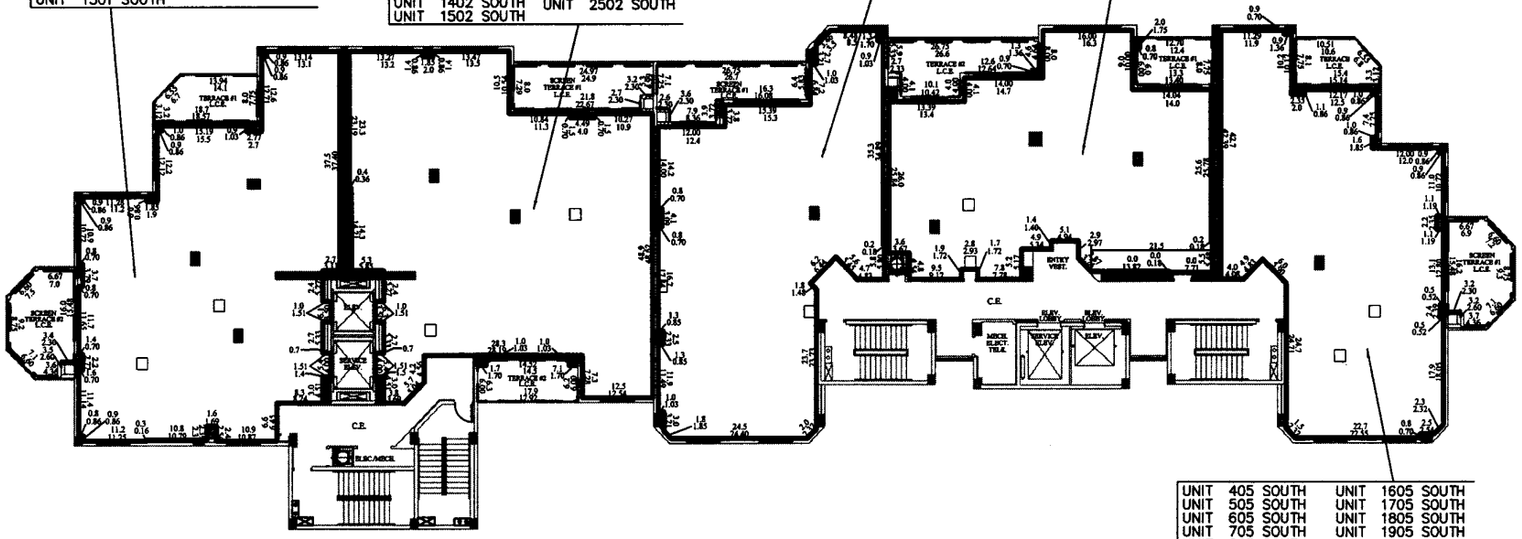
SCALE: 1" = 30'

UNIT	401 SOUTH	UNIT	1601 SOUTH
UNIT	501 SOUTH	UNIT	1701 SOUTH
UNIT	601 SOUTH	UNIT	1801 SOUTH
UNIT	701 SOUTH	UNIT	1901 SOUTH
UNIT	801 SOUTH	UNIT	2001 SOUTH
UNIT	901 SOUTH	UNIT	2101 SOUTH
UNIT	1001 SOUTH	UNIT	2201 SOUTH
UNIT	1101 SOUTH	UNIT	2301 SOUTH
UNIT	1201 SOUTH	UNIT	2401 SOUTH
UNIT	1401 SOUTH	UNIT	2501 SOUTH
UNIT	1501 SOUTH		

UNIT	402 SOUTH	UNIT	1602 SOUTH
UNIT	502 SOUTH	UNIT	1702 SOUTH
UNIT	602 SOUTH	UNIT	1802 SOUTH
UNIT	702 SOUTH	UNIT	1902 SOUTH
UNIT	802 SOUTH	UNIT	2002 SOUTH
UNIT	902 SOUTH	UNIT	2102 SOUTH
UNIT	1002 SOUTH	UNIT	2202 SOUTH
UNIT	1102 SOUTH	UNIT	2302 SOUTH
UNIT	1202 SOUTH	UNIT	2402 SOUTH
UNIT	1402 SOUTH	UNIT	2502 SOUTH
UNIT	1502 SOUTH		

UNIT	403 SOUTH	UNIT	1603 SOUTH
UNIT	503 SOUTH	UNIT	1703 SOUTH
UNIT	603 SOUTH	UNIT	1803 SOUTH
UNIT	703 SOUTH	UNIT	1903 SOUTH
UNIT	803 SOUTH	UNIT	2003 SOUTH
UNIT	903 SOUTH	UNIT	2103 SOUTH
UNIT	1003 SOUTH	UNIT	2203 SOUTH
UNIT	1103 SOUTH	UNIT	2303 SOUTH
UNIT	1203 SOUTH	UNIT	2403 SOUTH
UNIT	1403 SOUTH	UNIT	2503 SOUTH
UNIT	1503 SOUTH		

UNIT	404 SOUTH	UNIT	1604 SOUTH
UNIT	504 SOUTH	UNIT	1704 SOUTH
UNIT	604 SOUTH	UNIT	1804 SOUTH
UNIT	704 SOUTH	UNIT	1904 SOUTH
UNIT	804 SOUTH	UNIT	2004 SOUTH
UNIT	904 SOUTH	UNIT	2104 SOUTH
UNIT	1004 SOUTH	UNIT	2204 SOUTH
UNIT	1104 SOUTH	UNIT	2304 SOUTH
UNIT	1204 SOUTH	UNIT	2404 SOUTH
UNIT	1404 SOUTH	UNIT	2504 SOUTH
UNIT	1504 SOUTH		



UNIT	405 SOUTH	UNIT	1605 SOUTH
UNIT	505 SOUTH	UNIT	1705 SOUTH
UNIT	605 SOUTH	UNIT	1805 SOUTH
UNIT	705 SOUTH	UNIT	1905 SOUTH
UNIT	805 SOUTH	UNIT	2005 SOUTH
UNIT	905 SOUTH	UNIT	2105 SOUTH
UNIT	1005 SOUTH	UNIT	2205 SOUTH
UNIT	1105 SOUTH	UNIT	2305 SOUTH
UNIT	1205 SOUTH	UNIT	2405 SOUTH
UNIT	1405 SOUTH	UNIT	2505 SOUTH
UNIT	1505 SOUTH		

ABBREVIATIONS

A/C	= AIR CONDITIONER
C.E.	= COMMON ELEMENT
EL	= ELEVATOR
ELEC	= ELECTRICAL
ELEV	= ELEVATOR
FC	= FIRE COMMAND
L.C.E.	= LIMITED COMMON ELEMENT
M	= MEN'S RESTROOM
P	= PLANTER
SC	= STRUCTURAL COLUMN C.E.
STOR	= STORAGE
W	= WOMEN'S RESTROOM
●	= STRUCTURAL COLUMN
■	= STRUCTURAL COLUMN
○	= FALSE COLUMN
⊠	= UTILITY/VENTILATION CHASE C.E.
*	= DUE TO INTERIOR STRUCTURE FRAMING OF THE UNIT SOME AS-BUILT DIMENSIONS ARE UNMEASUREABLE.

GENERAL NOTES FOR EXHIBITS "A" AND "B"

1. ——————— INDICATES LOCATION OF THE BOUNDARIES OF THE UNITS.
2. - - - - - - - - - - - - - - - INDICATES LOCATION OF THE BOUNDARIES OF THE LIMITED COMMON ELEMENTS (L.C.E.).
3. THE UNIT BOUNDARIES, LIMITED COMMON ELEMENT BOUNDARIES AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE REPRESENTATIONS OF THE LOCATION OF SAID BOUNDARIES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESIGNATION AND LOCATION OF SAID BOUNDARIES.
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT AREA. REFER TO APPLICABLE SECTIONS IN THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND DESIGNATION OF ELEMENTS.
5. CERTAIN SPECIFIC EASEMENTS ARE NOT GRAPHICALLY ILLUSTRATED HEREON. REFER TO APPLICABLE SECTION OF THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE EASEMENTS DESCRIBED THEREIN.
6. EXHIBIT "B" PREPARED FROM ARCHITECTURAL C.A.D. DISKS PREPARED BY:
   SMITH/BARNES ARCHITECT
   815 SOUTH HOWARD AVENUE
   TAMPA, FLORIDA 33606
   PHONE: (813) 251-1884
7. BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF BONITA BAY BOULEVARD, BONITA BAY UNIT FIFTY ONE, TRACT 105A, AS RECORDED IN PLAT BOOK 68, PAGES 15-16,PUBLIC RECORDS, LEE COUNTY, FLORIDA.
8. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
9. ADDITIONAL UTILITY EASEMENTS MAY BE GRANTED BY THE DEVELOPER OR CONDOMINIUM ASSOCIATION AS REQUIRED.
10. DIMENSIONS ARE INDICATED XX.XX
    AS-BUILT DIMENSIONS INDICATED XX.X
11. DIMENSIONS ON EXHIBIT B FLOOR PLANS WERE DERIVED FROM ARCHITECTURAL C.A.D. DISKS.
12. NUMBERED PARKING SPACES ARE LIMITED COMMON ELEMENTS TO BE ASSIGNED BY THE DEVELOPER.
13. C.E. = COMMON ELEMENT
14. L.C.E. = LIMITED COMMON ELEMENT

4TH THRU 12TH FLOOR PLAN
14TH THRU 25TH FLOOR PLAN

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Professional engineers, planners, & land surveyors
Collier County: Suite 200, 7400 Tamiami Trail, North; Naples, FL 34108 (239)597-3111
Lee County: 9990 Coconut Road, Suite 103; Bonita Springs, FL 34135 (239)948-8663
Certificate of Authorization Nos. LB 3664 and EB 3664 Fax: (239)566-2203

DATE: OCTOBER 25, 2007 PROJECT NO. 04-0090 ACAD NO. 9538-TYP ASB

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INSTR # 200700032821 2 Page Number: 44 of 78

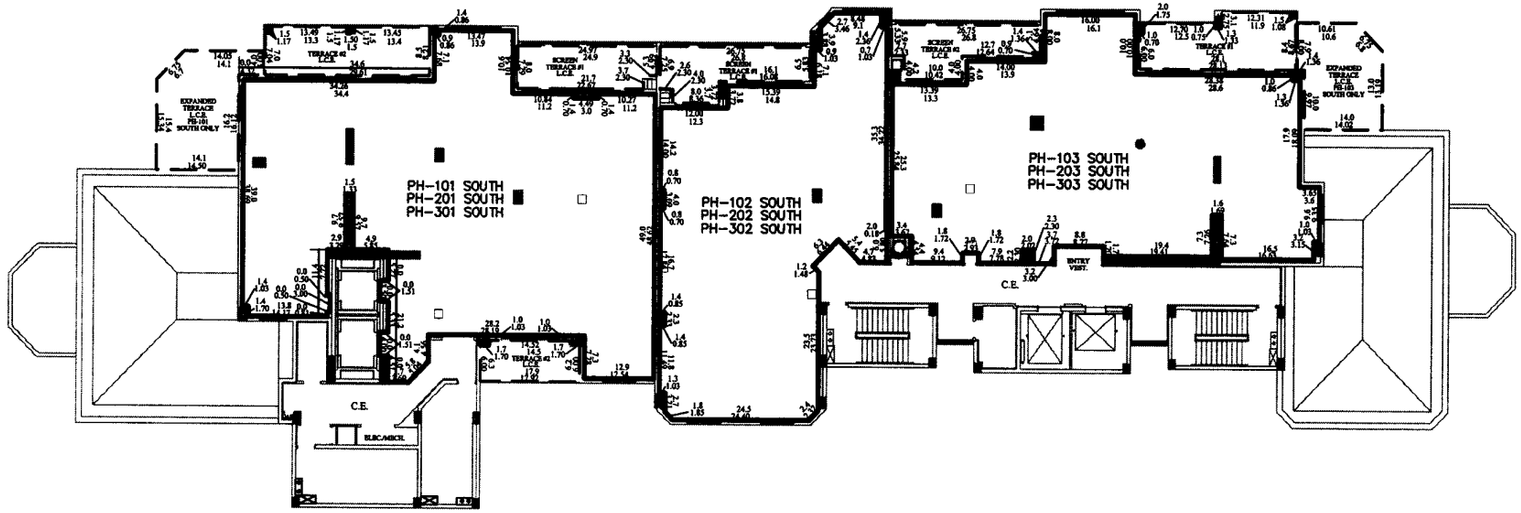
CONDOMINIUM PLAT BOOK_____PAGE_____

ESPERIA SOUTH, A CONDOMINIUM

SHEET 9 OF 10

EXHIBIT "B"
SHEET 6 OF 7

SCALE: 1" = 30'



ABBREVIATIONS

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C.E.	=	COMMON ELEMENT
EL.	=	ELEVATOR
ELEC.	=	ELECTRICAL
ELEV.	=	ELEVATOR
FC	=	FIRE COMMAND
L.C.E.	=	LIMITED COMMON ELEMENT
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26TH THRU 28TH FLOOR PLAN

DATE: OCTOBER 25, 2007 PROJECT NO. 04-0090 ACAD NO. 9538-PH ASB

CONDOMINIUM PLAT BOOK_____PAGE_____

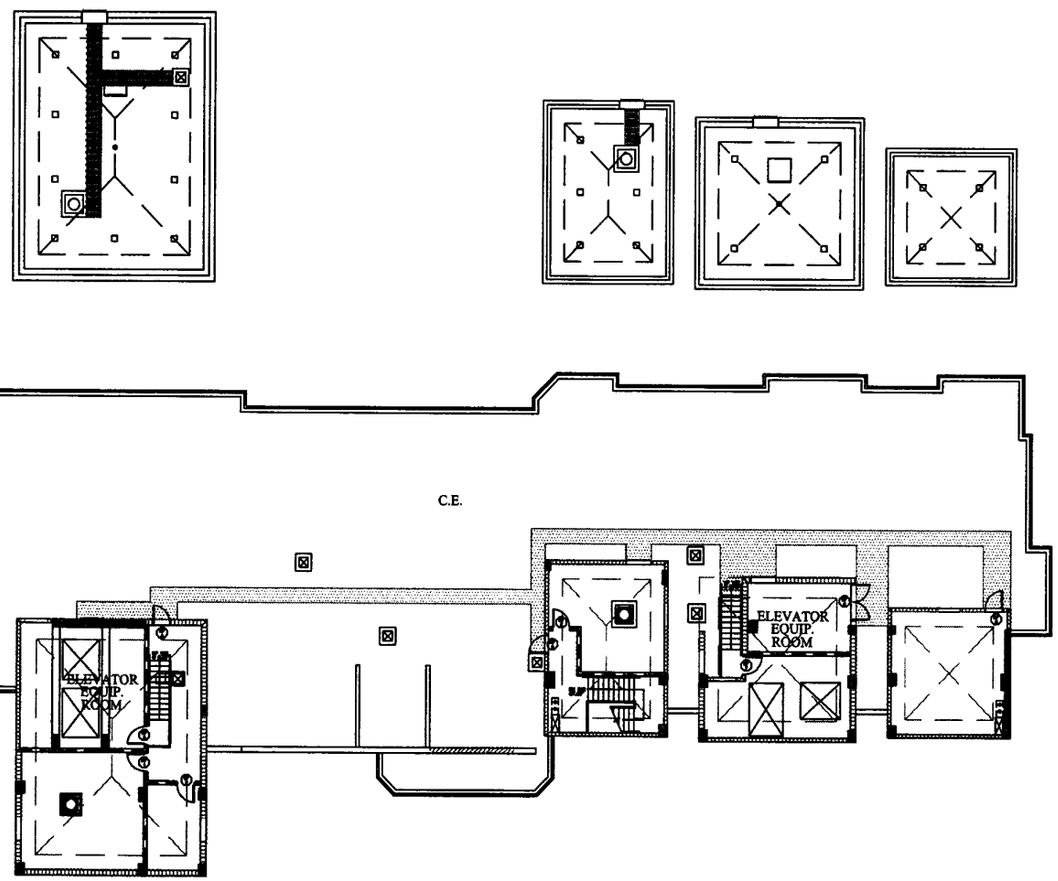
ESPERIA SOUTH, A CONDOMINIUM

SHEET 10 OF 10

EXHIBIT "B"
SHEET 7 OF 7

N

SCALE: 1" = 30'



29TH FLOOR ROOF PLAN

ABBREVIATIONS

A/C	= AIR CONDITIONER
C.E.	= COMMON ELEMENT
EL	= ELEVATOR
ELEC	= ELECTRICAL
ELEV	= ELEVATOR
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Certificate of Authorization Nos. LB 3664 and EB 3664 Fax: (239)566-2203

DATE: OCTOBER 25, 2007 PROJECT NO. 04-0090 ACAD NO. 9538-RF ASB

INSTR # 200700032821 2 Page Number: 45 of 78

EXHIBIT "C"

ARTICLES OF INCORPORATION

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ESPERIA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 7, 2005, as shown by the records of this office.

The document number of this corporation is N05000002334.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighth day of March, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

FILED
05 MAR -7 PM 1:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

ESPERIA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be ESPERIA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC. whose address is 4200 Gulf Shore Boulevard North, Naples, FL 34103. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

DURATION

The duration of the Association shall be perpetual.

ARTICLE III

PURPOSE

The purpose for which the Corporation is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes for the operation of a residential multicondominium community which includes property submitted to the condominium form of ownership, located in Lee County, Florida.

ARTICLE IV

MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the Bylaws.

ARTICLE V

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this corporation is 4001 Tamiami Trail North, Suite 250, Naples, FL 34103, and the name of the initial registered agent of this corporation at that address is Anthony J. Catalano.

ARTICLE VI

BOARD OF DIRECTORS

The number of persons constituting the Board of Directors and the manner of their election shall be as stated in the bylaws.

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is as follows:

NAME	ADDRESS
RICHARD J. BAKER	4200 Gulf Shore Boulevard North Naples, FL 34103

ARTICLE VIII

INDEMNIFICATION

To the extent permitted under Florida Statutes, every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of

the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 3 day of March, 2005.

RICHARD J. BAKER

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR ESPERIA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC. AT PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

ANTHONY J. CATALANO

DATE: 3/3/05

FILED
05 MAR -7 PM 1:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "D"

BYLAWS

BYLAWS

OF

ESPERIA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC.

1. GENERAL. Esperia at Bonita Bay Condominium Association, Inc. (the "Association") is a Florida corporation not for profit organized for the purpose of operating the property and common facilities encompassed by two (2) residential condominiums and a Common Recreational Area as follows:

(A) Esperia South, a condominium, consisting of 119 units to be created by Declaration of Condominium to be recorded in the Public Records of Lee County, Florida;

(B) Esperia North, a condominium, consisting of no less than 109 and no more than 129 units to be created by Declaration of Condominium to be recorded in the Public Records of Lee County, Florida; and

(C) A Common Recreational Area known as Esperia Commons to be shared by both condominiums (hereinafter referred to as Esperia Commons or the Common Recreational Area).

1.1 Principal Office. The principal office of the Association shall be such location within Lee County, Florida as may be determined from time to time by the Board of Directors.

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

1.3 Definitions. The definitions set forth in the Declaration of Condominium for each of the two condominiums shall apply to terms used in these Bylaws, unless the context clearly requires another meaning.

2. MEMBERS. The members of the Association are the record owners of legal title to each of the units in Esperia South, a condominium, and Esperia North, a condominium. If a unit is subject to an agreement for deed (a.k.a. "Land contract"), the contract purchaser in possession is considered the owner of the unit for purposes of determining use rights, and is authorized to cast the vote of the unit.

2.1 Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of condominium units in the first condominium plus the total number of units when the second building is completed shall be known as the "voting interests of the association." When a vote of the owners in any single condominium is required, the total number of "voting interests of that condominium" is equal to the number of units in that condominium. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person or a single trustee, the record owner has the right to vote. If a unit is owned jointly by two or more natural persons or trustees, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves as to how their one (1) vote will be cast on any question, the vote shall not be counted on that question. If the owner of a unit is a corporation, the vote of that unit may be cast by the president or any vice president of that corporation. If the owner is a partnership, the vote may be cast by any general partner of that partnership. If the owner is a limited liability company, the vote may be cast by the manger, managing member, or, if none, by the person designated by the members.

2.2 Approval or Disapproval of Matters. Whenever the decision or approval of the owner(s) of a unit is required upon any matter, whether the subject of an Association meeting or not, that decision or approval may be expressed by any person authorized in Section 2.1 above to cast the vote of the unit, unless joinder of all record owners is specifically required by law, or by the governing documents.

2.3 Termination of Membership. Termination of membership in the Association does not relieve or release a former member from any liability or obligation to the Association incurred during the period of his membership, nor does it impair any rights or remedies the Association may have against the former member arising out of or in any way connected with his membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida , during the first quarter of the year on a day, and at a place and time designated by the Board of Directors for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special meetings of the members of the Association, or of the unit owners of any single condominium, must be held whenever called by the President or by a majority of the Board of Directors. A special meeting of the Association members may be called by members having at least ten percent (10%) of the voting interests of the Association. A special meeting of the owners from any single condominium may be called by at least ten percent (10%) of the voting interests in that Condominium. The business discussed and transacted at a special meeting shall be limited to the matters specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notices of members' meetings must state the time, date, and place of the meeting, and shall be mailed by first class mail to each member at his address as it appears on the books of the Association, or may be furnished by personal delivery if

the member signs a waiver of mailing. The member is responsible for notifying the Association of any change of the member's address. Meeting notices must be mailed or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a unit is transferred after notice has been mailed, separate notice to the new owner is not required. A member may waive notice of any meeting at any time, but only in writing. Notice of any meeting at which non-emergency special assessments may be considered shall disclose that fact and describe the nature of the assessments.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting of the members together with an agenda, shall be posted in a conspicuous place on the common areas and on the property of each condominium operated by the Association, for at least fourteen (14) consecutive days before the annual meeting. Meeting notices must be mailed or delivered to all members at least fourteen (14) days before the date of the meeting, and a post office receipt or an affidavit of mailing by the person who mailed the notices must be retained in the Association's records. Notice of the annual meeting may be delivered in person instead of by mail if a written waiver of mailing is obtained.

3.5 Quorum. A quorum at meetings of Association members shall be attained by the presence, either in person or by proxy, of a majority of the voting interests of the Association.. Whenever a vote of the unit owners in one condominium is to be taken, a quorum for purposes of that vote is attained by the presence in person or by proxy of at least a majority of the voting interests of that condominium.

3.6 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a different vote requirement is imposed by law or by any provision of the governing documents. All members are entitled to vote on all issues put to a vote at a members' meeting, except as otherwise provided in the governing documents or by law, and except that:

(A) only the owners of units within a particular condominium may vote on amending their own Declaration of Condominium;

(B) only the owners of units within a particular condominium may vote on material alterations of the property within that condominium, or on special assessments payable only by owners in that condominium or on waiving or reducing the statutory reserve requirement for that condominium.

3.7 Proxy Voting. Except as otherwise provided by law or by the governing documents, members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, but never longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Not proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if

the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members.

3.8 Adjourned Meetings. At any duly called meeting of the members, regardless of whether a quorum has been attained, may be adjourned by vote of the majority of the voting interests present, regardless of whether a quorum has been attained, to be reconvened at a later specific time, date and place. Meeting notices must be mailed or delivered at least fourteen (14) days prior to the date of the meeting. When a meeting is so adjourned it is not necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is attained.

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

(A) Collection of Election Ballots
(B) Election of Directors (annual meeting only)
(C) Call of the roll or determination of the existence of a quorum
(D) Reading or disposal of minutes of last members meeting
(E) Reports of Officers
(F) Reports of Committees
(G) Unfinished Business
(H) New Business
(I) Adjournment

3.10 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a book or books in a businesslike manner, and shall be available for inspection by members or their authorized representatives at all reasonable times for at least seven (7) years after the meeting. Audio recordings of Board meetings and members' meetings shall be maintained as official records at least until the minutes of the meeting which was the subject of a recording are approved by the body authorized to approve the minutes. After approval, the recording may be discarded, but if they are purposely preserved beyond that time, they shall remain official records.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declarations or with the Articles and Bylaws. The presiding officer may appoint a Parliamentarian to consult on questions of procedure, but the Presiding Officer's decision on such questions of parliamentary procedure shall be final. Any questions or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken by the members at a meeting of the members may be taken by mail without a meeting, if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by

members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests of the Association were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph is intended to affect the rights of members to call a special meeting of the membership, as provided for in Section 3.2 above, or by law. If the vote is taken by the method described in this Section 3.12, the list of unit owners on record with the Secretary at the time of mailing the ballots and other voting materials shall be the list of eligible voters.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association is by its Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to the approval or consent of the unit owners only when expressly required. All Directors and officers have a fiduciary duty to all members of the Association, and must be a unit owner or spouse of an owner in that Condominium. No officer or Director has a higher duty to any one group of unit owners than to any other.

4.1 First Board of Directors. Richard J. Baker, Howard B. Gutman and Michael T. Hoyt shall constitute the first Board of Directors and shall hold office and exercise all powers of the Board of Directors until the first election, anything herein to the contrary notwithstanding. Any or all of said Directors shall be subject to replacement by the remaining directors in the event of resignation or death.

4.2 Subsequent Directors (Number and Terms of Office). Subsequent to the first Board of Directors, all subsequent Directors shall be elected for a one (1) year term of office that expires at the final adjournment of the annual meeting at, or in conjunction with which, his successor is to be duly elected. Subsequent to the first Board of Directors and at all times thereafter, there shall be three (3) seats for Directors representing Esperia South, a condominium, and after the recording of the Declaration of Condominium for Esperia North and turnover of Esperia North, a condominium, three (3) seats for directors representing Esperia North, a condominium. If at any time there are fewer qualified persons willing to serve as Directors from any of the two condominiums than there are seats representing any of the two condominiums, then there shall exist a vacancy as to any seat which cannot be filled as provided for below, until a qualified person can be found from the respective condominiums.

A. When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by the Association, the unit owners other than the developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors of the Association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of an Association:

(a) Three years after 50 percent of the units in a condominium that will be operated ultimately by the Association have been conveyed to purchasers; or

(b) Three months after 90 percent of the units in a condominium that will be operated ultimately by the Association have been conveyed to purchasers; or

(c) When all the units in a condominium that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the units in a condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

(e) Seven (7) years after recordation of the Declaration of Condominium for the first condominium,

whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in a condominium operated by the Association.

Within 75 days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than 60 days' notice of an election for the members of the Board of Directors. The notice may be given by any unit owner if the Association fails to do so.

B. If a Developer holds units for sale in the ordinary course of business in any condominium, none of the following actions may be taken without approval in writing by the Developer:

(a) Assessment of the Developer as a unit owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of units by the Developer in any condominium. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

C. At the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, or for the purposes of paragraph (c) of Section 718.301(4) of the Florida Statutes referring to financial records not more than 90 days thereafter, the Developer shall deliver to the Association, at Developer's expense, all property of the unit owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Act.

4.3 Qualifications. Each Director must be a unit owner or the spouse of a unit owner in the condominium that he or she represents. No more than one person may represent each unit as either a candidate or Director at the same time. An owner of more than one unit may be neither a candidate nor a Director for more than one (1) Director seat at a time.

4.4 Nominations and Elections. Election of Directors shall be conducted in the following manner:

(a) Except as otherwise provided, the election of Directors shall be held at the annual members' meeting.

(b) The Board of Directors shall be elected by a majority of the voting interests of the Condominium that he or she is qualified to represent by written ballot or voting machine. Proxies shall in no event be used in electing the board of directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Section 718 of the Florida Statutes. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each member entitled to vote, a first notice of the date of the election. Any member or other eligible person desiring to be a candidate for the board of directors must give written notice to the association not less than 40 days before a scheduled election. Together with the written notice and agenda, the association shall then mail or deliver a second notice of the meeting not less than 14 days before the election to all members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 1/2 inches by 11 inches which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the association. However, the association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board of directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot by reason of blindness, disability, or inability to read or write, may obtain assistance in casting the ballot. The regular election shall occur on the date of the annual meeting unless otherwise provided. Notwithstanding the provisions of the subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exists on the board. Limited proxies may be used to elect or replace board members in the case of recall.

4.5 Vacancies on the Board. If there exists a vacancy in the office of any Director for any reason, a majority of the remaining Directors, even if less than a quorum, shall promptly appoint a successor.

(A) Qualifications. An appointed successor Director must be a unit owner or the spouse of a unit owner in the same Condominium as his predecessor.

(B) Term of Office of Successor. The successor shall hold office only until that next annual meeting, at which time the members eligible to vote shall elect a person or persons to fill the remaining unexpired term or terms, if any.

(C) Entire Board Vacant. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, a special election shall be held on at least ten (10) days notice to the members, in which election the members shall elect successors to serve only until the next annual meeting.

4.6 Removal of Directors from Office. Any Director may be removed from office, with or without cause, by a majority of the voting interests of the Condominium whose unit owners elected the Director, either by a written petition or by a vote taken at any meeting called for that purpose. If a meeting is held or petitions are filed for the removal of more than one Director, the question shall be determined separately as to each. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall as provided for by law, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days after the date of mailing of the notice of the meeting.

4.7 Organizational Meeting. An organizational meeting of the Board of Directors shall be held within ten (10) days after every election by the members of one or more Directors.

4.8 Other Board Meetings. Meetings of the Board may be held at such times and places in Lee County, Florida, as may be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours before the meeting.

4.9 Notices to Owners of Board Meetings. Meetings of the Board of Directors shall be open to attendance by the members. Notice of all meetings, including an agenda, must be posted conspicuously on the condominium property and common area at least 48 continuous hours preceding the meeting, except in an emergency.

(A) Agenda; Emergency Action. Notice of any Board meeting at which assessments against units may be considered for any reason shall specifically contain a statement that assessments may be considered, and disclose the nature and possible amounts of the assessments. Any business matter not included on the posted agenda may be taken up at a Board meeting only on an emergency basis, by vote of one more than a majority of the total number of Directors. Such emergency action shall be included on the agenda of the next regular Board meeting to be ratified by the Board.

(B) 14-Day Written Notice to Members Required. Written notice of any Board meeting at which a non-emergency special assessment, or at which amendments to rules

regarding unit use will be considered, must be mailed or delivered to the unit owners, and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14 day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association.

4.10 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.11 Quorum of Directors. A quorum at a Board meeting exists only when at least four (4) Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative equipment, whereby all persons present can hear and be heard by all other persons. Participation by that means is equivalent to presence in person at a meeting. Directors may not vote or participate in Board meetings by proxy.

4.12 Vote Required. The acts approved by a majority of the Directors present and voting at a meeting when a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes.

4.13 Preparation of Assent. A Director who is present at a meeting of the Board is deemed to have voted in favor of the prevailing point of view on every question voted on, unless he expressly voted against that point of view or abstained from voting on that question because of an asserted conflict of interest. The minutes shall clearly indicate how each Director present voted, on every issue voted upon. Directors may not vote by secret ballot, except in the election of officers.

4.14 Adjourned Meetings. The majority of the Directors present at any duly called meeting of the Board, regardless of whether a quorum is present, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted.

4.15 Location of Posted Notices of Board Meetings. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property and the common area upon which all notices of board meetings shall be posted.

4.16 Presiding Officer. The President of the Association shall preside at all meetings of the Board of Directors. In the absence of the President, the Vice-President shall preside. If neither is present, the presiding officer shall be selected by a majority vote of the Directors present.

4.17 Compensation of Directors and Officers. Neither Directors nor officers shall be paid for their services as such, unless such compensation is first approved by at least a majority of the voting interests of the Association. Directors and officers are entitled to reimbursement, after

review and approval by the Board, for out-of-pocket expenses they may incur incident to the discharge of their respective duties.

4.18 Committees. The Board of Directors may appoint any standing or temporary committee it may deem necessary or convenient for the efficient and effective operation of the Association. A committee shall have only the powers and duties assigned to it in the resolution creating the committee. To the extent required by the Condominium Act, committees that are exercising delegated authority of the Board of Directors, or preparing a proposed budget, shall conduct all meetings and keep minutes with the same formalities as are required for Board meetings.

4.19 Emergency Powers. In the event of an "emergency" as defined in Paragraph 4.19(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207 and 617.0303, Florida Statutes (2004), as amended from time to time.

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

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

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

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

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

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

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

(1) a state of emergency declared by local civil or law enforcement authorities;
(2) a hurricane warning;
(3) a partial or complete evacuation order;

(4) federal or state "disaster area" status; or
(5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar events. A determination by any three (3) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS AND THEIR ELECTION. The executive officers of the Association are a President, and a Vice President, who must be Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board at the organizational Board meeting by vote of a majority of the Directors. Secret ballots may be used in the Election. An officer may be removed from office, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. If the Board so determines, there may be more than one Vice-President. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

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

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

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

5.4 Treasurer. The Treasurer shall be responsible for Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall see to the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer if any has been designated.

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

6.1 Depository. The Association shall keep its funds in federally insured accounts at financial institutions selected by the Board doing business with the State of Florida. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, as chosen by the Board in the prudent exercise of its good business judgment and fiduciary duties. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds. This does not prohibit this multicondominium association from commingling the operating funds of separate condominiums or the reserve funds of separate condominiums. Furthermore, for investment purposes only, this multicondominium association may commingle the operating funds of separate condominiums with the reserve funds of separate condominiums. A manager or business entity required to be licensed or registered under Florida law, or an agent, employee, officer, or director of the Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium association or the funds of a community association.

6.2 Budgets. The Board shall adopt a separate annual budget of common expenses for each Condominium operated by the Association, as well as one for the Association. The minutes of the Association must reflect the adoption of each budget, and copies of both the proposed and adopted budgets for each year shall be maintained as part of the financial records of the Association. Each budget shall:

(A) State the estimated common expenses or expenditures on at least an annual basis.

(B) Disclose the beginning and ending dates of the period covered by the budget.

(C) Show the total assessment for each unit on a monthly basis, or for any other period for which assessments will be due.

(D) Include a schedule stating each reserve account for capital expenditures and deferred maintenance required by Section 718.112(2)(f), Florida Statutes, as a separate line item, as further provided in Section 6.5 below.

(E) Include all estimated common expenses or expenditures, including the categories set forth in Section 718.504(21)(c), Florida Statutes. If the estimated common expenses for any category set forth in the statute is not applicable, the category must still be listed, followed by an indication that the expense is not applicable.

(F) Provide in the budget of each condominium for expenses specific to that condominium, such as the cost of property insurance, utilities metered to the separate condominium, and maintenance, repair or replacement of the common elements of the condominium.

(G) Provide in the Association budget for common expenses not specific to any particular condominium, such as the costs of maintaining the Common Recreational Areas, also known as Esperia Commons, premiums for liability insurance, utilities commonly metered to the Properties, management fees, and reserves for capital expenditures and deferred maintenance of association property, the maintenance, deferred maintenance or replacement of the property serving more than one condominium.

(H) Show each Condominium's share of the common expenses of the Association.

6.3 Economic Self-Determination for Individual Condominiums. It is intended that the greatest extent practical and possible, the unit owners in each Condominium should have the right to control budgeting decisions for their own Condominium when those decisions do not have a significant impact on other Condominiums. Accordingly, to preserve some local autonomy in the budgeting process, one (1) Director representing each Condominium along with the Association's treasurer shall be responsible for preparing the proposed annual budget of common expenses for that Condominium which the representative represents and timely submitting it to the Board, in the form, and using the expense and income classifications, specified by the Board. Although the ultimate responsibility for adopting each condominium's budget still lies, by law, with the Board of Directors, the Board shall not adopt a Condominium budget that calls for any reduction in total expenditures, or in the amount budgeted for any single line item, from what is included in the proposed budget prepared by the Condominium's representative. This limitation applies only to expenses paid entirely by assessments against the units in that Condominium or those Collective Condominiums only. The Board may increase any line item, and have complete control over the budgeting of all expenditures which have a material and significant impact on the other Condominiums or are shared by all Association members.

6.4 Individual Condominium Control over expenditures of Reserve or Material Alteration Funds. In order to fully realize the benefits of the preceding paragraph, the individual Condominiums must have the right to use the funds they have budgeted and contributed on their own for reserves or for material alteration projects. Accordingly the three (3) Director/representatives from any Condominium, if they are in agreement have the authority to

make any expenditure of funds contributed only by Owners in their own Condominium for reserve or material alteration purposes.

6.5 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budgets for each Condominium, and for the Association, must also include provisions for reserves for capital expenditures and deferred maintenance as required by law. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing. No vote to waive or reduce funding may occur before a copy of the proposed annual budgets for their Condominium and for the Association have been mailed to owners.

(A) Amounts to be reserved. The amount to be reserved shall be computed by a formula based upon the remaining estimated useful life and the replacement cost of each item. Expenditure of unallocated interest income earned on reserve funds is restricted to any of the capital expenditures, deferred maintenance or other items for which reserve accounts are established.

(B) Waiver of Funding. Reserves shall be fully funded, unless those voting interests subject to assessment to fund them subsequently determine, by majority vote of those present in person or by proxy at a meeting called for the purposes, decided to fund no reserves, or less than adequate reserves for a fiscal year. When unit owners in two or more condominiums are operated by the same association, no waiver or reduction of funding is permitted as to any particular condominium unless conducted at a meeting at which a majority of the voting interests of that condominium are present, in person or by proxy, and a majority of those present in person or by proxy vote to waive or reduce the funding. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required by law. If a meeting of the members is called to vote on whether to fund no reserves, or less than adequate reserves for a fiscal year, and such result is not obtained or a quorum is not attained, the reserves as included in the budget shall go into effect, and be fully funded for the year. The Board of Directors can call a members meeting to ask the members to fund no reserves, or less than adequate reserves for a fiscal year for a Condominium only if the two (2) Director representatives of that Condominium agree to call said meeting in addition to agreement by a majority of the full Board of Directors.

(C) Use of Reserve Funds for Other Purposes. Reserves funded under this Section 6.3 shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by the owners of at least a majority of the voting interests at the Condominium for which the reserves are allocated, at a meeting called for that purpose. No vote to allow use of reserve funds for purposes other than those for which the funds were originally reserved shall be effective as to a particular Condominium unless conducted at a meeting at which a majority of the total voting interests of that Condominium, vote to use reserve funds for another purpose.

6.6 Operating Reserves. The Board may establish other reserve accounts in any of the operating budgets for contingencies, unanticipated operating expenses, cash flow shortages, or

other similar purposes. The purpose of such reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget(s) each year. Funds so reserved may be spent for any purpose approved by the Board.

6.7 Regular Assessments. Regular annual assessments based on adopted budgets shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment need not be sent to the members. Failure to send or receive the notice does not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget has been adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due quarterly installment.

6.8 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. A special assessment payable only by the unit owners in one Condominium shall not be imposed unless it is first approved by the three (3) Director representatives of the Condominiums in addition to approval by a majority of the full Board of Directors. Special assessments are due on the day specified in the resolution of the Board approving such assessment, which must be the same day for all units subject to the assessment. The total of all special assessments uniformly payable by all units coming due in any fiscal year shall not exceed fifteen percent (15%) of the total Association budget for that fiscal year (including the cost of funding statutory reserves for that year) unless a majority of the voting interests of the Association first consent. The notice to owners of the imposition of any special assessment must state the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided for by law.

6.9 Fidelity Bonds. The President, Treasurer, Secretary and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded or insured in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense of the Association.

6.10 Financial Statements. Not later than ninety (90) days after the close of each fiscal year, the Association shall prepare and distribute financial statements as required in Section 718.111(13) of the Condominium Act, showing in reasonable detail the financial condition of the Association and each Condominium separately as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The financial statements required by Section 718.111(13), Florida Statutes, may be presented on a combined basis as long as the financial statements, notes, or supplementary information disclose the revenues, expenses, and changes in fund balances for each Condominium. The financial statements, notes, or supplementary information shall also disclose the revenues and expenses of the Association not directly associated with specific condominiums, and the method used to allocate such expenses among condominiums. The reserve disclosures required by law, and by the Florida

Administrative Code, shall be presented separately for each Condominium and for any Association reserves not specifically identified with individual condominiums. Copies of this report shall be mailed to each member not more than ninety (90) days after being provided to the Association. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report made available to all members.

6.11 Application of Payments. All payments on account by a unit owner shall be applied as to interest, late payment fees, costs and attorney's fees, and past due assessments, in such order and manner as is provided by law.

6.12 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year.

7. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Association and the use, maintenance, management and control of the Common Areas and the common elements of each Condominium. Copies of such rules and regulations shall be available upon request at no charge to each unit owner and the occupants of each unit. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the members and even-handedly applied and enforced. No rule or regulation may contravene any express right granted by a Declaration, or any right reasonably inferable therefrom.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration of Condominium, the following shall apply:

8.1 Fines. To the extent permitted by law, the Board of Directors may levy reasonable fines against units whose owners commit violations of the provisions of the governing documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. The procedure for imposing such fines shall be as follows:

(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) A statement of the date, time, and place of the hearing;

(2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,

(3) A short and plain statement of the matter asserted by the Association.

(4) The amount of any proposed fine.

(B) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(C) The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.

8.2 Mandatory Non-Binding Arbitration. In the event of any dispute as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of a Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuits over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of any remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures to enable it to operate on a businesslike basis, to collect those monies due it and to preserve the rights of the majority to enjoy the condominium property free from unreasonable disruptions and annoyance by the minority.

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

9.1 Proposal. Amendments may be proposed by vote of a majority of the Directors, or by written petition of the Board signed by at least one-fourth ($1/4^{th}$) of the voting interests of the Association.

9.2 Procedure. If any amendments are so proposed, the proposed amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the governing documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Association present in person or by proxy and voting at any annual or special meeting of the members duly called for the purpose.

9.4 Recording; Effective Date. A copy of each amendment that is adopted shall be attached to a certificate of amendment reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment is effective when the certificate and copy of the amendment are properly recorded in the Public Records of Lee County, Florida. The certificate must identify the

locations in the public records where the Declaration of Covenants and all declarations of condominium for the condominiums operated by the Association are recorded.

9.5 Proviso. No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer or mortgagees of Units without the consent of the Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

10. PROVISIONS PERTAINING TO DEVELOPER. As long as the Developer holds any unit for sale in the ordinary course of business in any condominium, none of the following actions may be taken without approval in writing by the Developer:

(A) Assessment of the Developer as a unit owner for capital improvements; or

(B) Any action by the Association that would be detrimental to the sale of units in any condominium or the completion of the project by the Developer, including such use of unsold units and common elements and Association property as may facilitate completion, sale, maintenance of a sales office or model (if any), showing of the property and display of signs.

The Developer, for itself and its successors and assigns, reserves easements over the Condominium and Association property as necessary to complete future development, if any, including access for construction and utilities and to show prospective purchasers common areas and models (leased to or owned by the Developer).

11. MASTER ASSOCIATION VOTES. Whenever a vote is required on a Bonita Bay Community Association, Inc. matter, the unit owners shall cast their vote with the Association and the Association shall collect and tabulate such votes. Thereafter, the Association shall be entitled to exercise one block vote of all the votes to which the unit owners would be otherwise entitled to cast as members of the Bonita Bay Community Association, Inc. based upon the plurality of votes cast with the Association.

12. MISCELLANEOUS.

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

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

12.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, between the provisions of these Bylaws and any of the other governing documents, the other governing documents shall prevail over the provisions of these Bylaws.

The foregoing were adopted as the Bylaws of ESPERIA AT BONITA BAY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida at the first meeting of the Board of Directors.

Approved:

Richard J. Baker

Howard B. Gutman

Michael T. Hoyt

CONSENT

BANK OF AMERICA, N.A., as Administrative Agent, the owner and holder of the following mortgage:

> Mortgage, Assignment of Rents and Security Agreement in the sum of $82,176,066.00 from Esperia at Bonita Bay, Inc., a Florida corporation, to BANK OF AMERICA, N.A., as Administrative Agent, dated November 3, 2005 and recorded November 4, 2005 as Document No. 20050103074 of the Public Records of Lee County, Florida, as modified by that certain Note and Mortgage Modification Agreement dated November 30, 2005 and recorded December 2, 2005 as Document No. 2005000148915 of the Public Records of Lee County, Florida.

which encumbers the property therein described including the land submitted to condominium pursuant to the foregoing Declaration of Condominium for Esperia South, a condominium, hereby consents to the submission of the land to the condominium form of ownership pursuant to said Declaration for the purpose of consenting thereto, and spreading the lien of its mortgage over each unit in said condominium, and its share of the common elements and other appurtenances thereto. Nothing herein shall be construed to alter, diminish, or otherwise affect the mortgage held by the undersigned mortgagee or to change its priority.

Executed this 18th day of October, 2007.

Witnesses:

Patricia A. Karlik
Printed Name: PATRICIA A. KARLIK

Kyle Erikson Workinger
Printed Name: KYLE ERIKSON WORKINGER

BANK OF AMERICA, N.A., As Administrative Agent

By: Victoria M. Katchuk
Victoria M. Katchuk, Vice President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18 day of October, 2007, by Victoria M. Katchuk, Vice President of BANK OF AMERICA, N.A., as Administrative Agent, on behalf of the corporation, who is personally known to me.

Kyle Erikson Workinger
My Commission DD251707
Expires December 14 2007

(Notary Seal)

Kyle Erikson Workinger
Printed Name: KYLE ERIKSON WORKINGER
Notary Public
My commission expires: 12/14/2007

CONSENT

BONITA BAY PROPERTIES, INC., a Florida corporation, the owner and holder of the following mortgage:

> Purchase Money Mortgage, Assignment of Rents and Profits, and Security Agreement dated November 3, 2005 by and between Esperia at Bonita Bay, Inc., a Florida corporation, and Bonita Bay Properties, Inc., a Florida corporation, which was recorded on November 4, 2005 at 8:31 a.m. as Document Number 2005000103075, Public Records of Lee County, Florida, in the principal amount of $4,738,671.23.

which encumbers the property therein described including the land submitted to condominium pursuant to the foregoing Declaration of Condominium for Esperia South, a condominium, hereby consents to the submission of the land to the condominium form of ownership pursuant to said Declaration for the purpose of consenting thereto, and spreading the lien of its mortgage over each unit in said condominium, and its share of the common elements and other appurtenances thereto. Nothing herein shall be construed to alter, diminish, or otherwise affect the mortgage held by the undersigned mortgagee or to change its priority.

Executed this 23 day of October, 2007.

Witnesses:

Printed Name: Bonnie Thinnes

Printed Name: DIANE MURRAY

BONITA BAY PROPERTIES, INC., A Florida Corporation

By: _____

Its: John M. Gleeson
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 23 day of October, 2007, by John M. Gleeson, VP of BONITA BAY PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

DIANE MURRAY
Comm# DD0619122
Expires 12/3/2010
Florida Notary Assn., Inc

(Notary Seal)

Printed Name: DIANE MURRAY
Notary Public
My commission expires:

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced: _____

CONSENT

BONITA BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, the owner and holder of the following:

> Claim of Lien dated November 2, 2005 executed by Bonita Bay Community Association, Inc., a Florida not-for-profit corporation, which was recorded November 4, 2005 at 8:31 a.m. as Instrument Number 2005000103077 of the Public Records of Lee County, Florida,

which encumbers the property therein described including the land submitted to condominium pursuant to the foregoing Declaration of Condominium for Esperia South, a condominium, hereby consents to the submission of the land to the condominium form of ownership pursuant to said Declaration for the purpose of consenting thereto, and spreading its lien over each unit in said condominium, and its share of the common elements and other appurtenances thereto. Nothing herein shall be construed to alter, diminish, or otherwise affect the lien held by the undersigned lienor or to change its priority.

Executed this _____ day of _____, 2007.

Witnesses:

Printed Name: DIANE MURRAY

Printed Name: LILLIE MOROLES

BONITA BAY COMMUNITY ASSOCIATION, INC., A Florida Not-For Profit Corporation

By: Robin N. Leete
Robin N. Leete

Its: VP BBCA

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 26 day of October, 2007, by Robin N. Leete, Vice President of BONITA BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation.

LILLIE MOROLES
Comm# DD0434531
Expires 5/26/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

(Notary Seal)

Printed Name: LILLIE MOROLES
Notary Public
My commission expires:

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced: _____

CERTIFICATE OF SURVEYOR AND MAPPER
As to Esperia South, A Condominium

I, WAYNE D. AGNOLI of County of Collier, State of Florida, hereby certify as follows:

1) That I am a Professional Land Surveyor authorized to practice in the State of Florida.

2) That this Certificate is made as to Esperia South, a Condominium, located in Lee County, Florida and described as follows:

See attached Exhibit A

3) That the construction of the improvements to said Esperia South, a condominium, is substantially complete so that the materials, survey and plans marked Exhibits "A" and "B" to the Declaration of Condominium for Esperia South, a condominium, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials.

4) That as to said Esperia South, a condominium, all planned improvements, including, but not limited to, landscaping, utility services and access to the units and common-elements facilities serving such building in which the units to be conveyed are located, as set forth in the Declaration of Condominium, have been substantially completed.

AGNOLI, BARBER & BRUNDAGE, INC.

By: _____
WAYNE D. AGNOLI
Professional Land Surveyor
Florida Registered Surveyor # 5335

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of October, 2007, by Wayne D. Agnoli of Agnoli, Barber & Brundage, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

_____
Printed Name: Glenda Agnoli
Notary Public
My commission expires:

(Notary Seal)

Notary Public State of Florida
Glenda Agnoli
My Commission DD598777
Expires 09/26/2010

EXHIBIT A

DESCRIPTION OF ESPERIA SOUTH, A CONDOMINIUM

ALL THAT PART OF TRACTS 102 AND 103, BONITA BAY UNIT FIFTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 15 THROUGH 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 103; THENCE NORTH 83°54'43" WEST ALONG THE NORTHERLY LINE OF SAID TRACT 103 A DISTANCE OF 202.94 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE LEAVING SAID NORTHERLY LINE OF SAID TRACT 103 SOUTH 76°12'47" EAST 44.58 FEET;
THENCE SOUTH 13°47'13" WEST 10.14 FEET;
THENCE SOUTH 76°12'47" EAST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 53.05 FEET;
THENCE SOUTH 58°47'13" WEST 3.98 FEET;
THENCE NORTH 76°12'47" WEST 7.14 FEET;
THENCE SOUTH 13°47'13" WEST 20.75 FEET;
THENCE NORTH 76°12'47" WEST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 5.68 FEET;
THENCE SOUTH 76°12'47" EAST 4.77 FEET;
THENCE SOUTH 13°47'13" WET 27.91 FEET;
THENCE NORTH 76°12'47" WEST 4.77 FEET;
THENCE SOUTH 13°47'13" WEST 5.68 FEET;
THENCE SOUTH 76°12'47" EAST 4.00 FEET;
THENCE SOUTH 13°47'13" WEST 51.44 FEET;
THENCE NORTH 76°12'47" WEST 4.24 FEET;
THENCE SOUTH 13°47'13" WEST 12.72 FEET;
THENCE NORTH 76°12'47" WEST 1.21 FEET;
THENCE SOUTH 13°47'13" WEST 2.69 FEET;
THENCE NORTH 76°12'47" WEST 1.21 FEET;
THENCE SOUTH 13°47'13" WEST 14.34 FEET;
THENCE SOUTH 76°12'47" EAST 1.03 FEET;
THENCE SOUTH 13°47'13" WEST 1.70 FEET;
THENCE SOUTH 76°12'47" EAST 27.57 FEET;
THENCE SOUTH 13°47'13" WEST 33.83 FEET;
THENCE NORTH 76°12'47" WEST 14.02 FEET;
THENCE SOUTH 13°47'13" WEST 17.78 FEET;
THENCE SOUTH 76°12'47" EAST 61.78 FEET;
THENCE NORTH 13°47'13" EAST 54.94 FEET;
THENCE SOUTH 76°12'47" EAST 25.27 FEET;
THENCE SOUTH 13°47'13" WEST 122.51 FEET;
THENCE NORTH 76°12'47" WEST 298.43 FEET;
THENCE NORTH 13°47'13" EAST 19.94 FEET;

THENCE SOUTH 76°12'47" EAST 10.69 FEET;
THENCE NORTH 13°47'13" EAST 47.70 FEET;
THENCE NORTH 76°12'47" WEST 13.83 FEET;
THENCE NORTH 13°47'13" EAST 76.47 FEET;
THENCE SOUTH 76°12'47" EAST 32.05 FEET;
THENCE NORTH 13°47'13" EAST 124.58 FEET;
THENCE SOUTH 76°12'47" EAST 11.14 FEET;
THENCE NORTH 13°47'13" EAST 4.52 FEET;
THENCE NORTH 76°12'47" WEST 2.32 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND WHOSE RADIUS POINT BEARS SOUTH 74°35'28" EAST 36.52 FEET;
THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 89°57'29" AN ARC DISTANCE OF 57.34 FEET TO AN INTERSECTION WITH A NON RADIAL LINE;
THENCE NORTH 13°47'13" EAST ALONG SAID NON-RADIAL LINE A DISTANCE OF 9.26 FEET;
THENCE SOUTH 76°12'47" EAST 12.20 FEET;
THENCE SOUTH 83°54'43" EAST 12.89 FEET;
THENCE NORTH 13°47'13" EAST 8.41 FEET;
THENCE SOUTH 76°12'47" EAST 62.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 1.56 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER & BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & LAND SURVEYORS

WAYNE D. AGNOLI, R.S.M. NO. 5335

REF. ABB FILE NO. 8954-BS

W-02-0011G.DES/05/PN04-0090

PAID

RECEIPT

Transaction # 231447-1

10/30/2007 08:39:19 AM

BS

LEE COUNTY TAX COLLECTOR

Items Paid

Type	Item / Tax Year	Receipt	Pay Date	Date	Cashier	Amount	Void
1-01 - Real Estate Tax	20-47-25-B4-05700.1020 / 2007	231447-1-1	10/30/2007	10/30/2007	SAC1	$114,873.87	
				Total Items Paid:		**$114,873.87**	

Payment

Type	Date	Cashier	Amount	Void
Check	10/30/2007	SAC1	$114,873.87	
	Total Payment		**$114,873.87**	

********** END **********

View Cart | Checkout | Help

Real Property Information

New Search

Account	Tax Year	Status
20-47-25-B4-05700.1020	2007	PAID
Original Account	**Instrument No**	
20-47-25-B4-05700.1020	2005000103135	
Owner		
ESPERIA AT BONITA BAY INC		
Physical Address	**Mailing Address**	
4951/4971 BONITA BAY BLVD BONITA SPRINGS FL 34134	4200 GULF SHORE BLVD NO NAPLES FL 34103 USA	
Legal Description		
BONITA BAY UNIT 51 PB 68 PGS 15-16 TRACT 3 + POR OF TRACT 102 + POR OF TRACT 101 AS DESC IN INST 2005-103135		
Outstanding Balance as of 10/30/2007		$0.00

District	248
Market Assessed Value	$8,068,200.00
Agricultural Exemption	$0.00
Assessed SOH Value	$8,068,200.00
Homestead Exemption	$0.00
Other Exemption	$0.00
Wholly Exemption	$0.00
Taxable Value	$8,068,200.00
Senior Exemption	$0.00
Historical Exemption	$0.00
Economic Exemption	$0.00
Tax Amount	$119,660.28

Ad Valorem Taxes

Taxing Authority	Millage Rate	Taxes Levied
LEE COUNTY CAPITAL IMP	0.5000	$4,034.10
LEE COUNTY GENERAL REVENUE	3.6506	$29,453.77
LEE COUNTY LIBRARY FUND	0.3792	$3,059.46
SCHOOL DISTRICT- BY LOCAL BOARD	2.5990	$20,969.25
SCHOOL DISTRICT- BY STATE LAW	4.3610	$35,185.42
CITY OF BONITA SPRINGS	0.7244	$5,844.60
SFL WATER MGMT-DISTRICT/OKEECHOBEE LEVY	0.5346	$4,313.26
SFL WATER MGMT-EVERGLADE CONST	0.0894	$721.30
WEST COAST INLAND WATERWAY	0.0394	$317.89
BONITA SPRINGS FIRE DISTRICT	1.7685	$14,268.61
LEE COUNTY HYACINTH CONTROL	0.0214	$172.66
LEE COUNTY MOSQUITO CONTROL	0.1636	$1,319.96

Non Ad Valorem Taxes

Taxing Authority	Millage Rate	Taxes Levied
The requested data is currently not available for this record.		

Nov 2007	Dec 2007	Jan 2008	Feb 2008	Mar 2008
$114,873.87	$116,070.47	$117,267.07	$118,463.68	$119,660.28

Additional Options:

- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also: Property Appraiser | City of Cape Coral | Clerk of Court